

SOURCE	Guild		
EFF.	93	11	01
TERM.	93	12	31
NO. OF EMPLOYEES	8		
NOMBRE D'EMPLOYÉS	8		

MEMORANDUM OF AGREEMENT

between

**GREAT LAKES AND INTERNATIONAL TOWING AND SALVAGE
COMPANY LTD.**

and

CANADIAN MERCHANT SERVICE GUILD

EXPIRY DATE: DECEMBER 31, 1995

MAR 1 - 1994

09858(01)

ARTICLE 1. INTERPRETATION AND AMENDMENT

- 1.1 This agreement maybe amended at any time by mutual agreement of the parties hereto.
- 1.2 A party proposing an amendment shall submit **a** written draft of the suggested amendment to each party to the agreement along with a notice in writing of the suggested time and place of a joint meeting to discuss the proposal.
- 1.3 A party proposing an amendment under the foregoing provision shall give each of the other parties at **least seven (7) clear days'** notice of the meeting to 'discussthe proposed amendment,
- 1.4 Before any amendment to this agreement becomes operative, it shall be reduced to writing, it shall state the effective date of the amended provision and it shall be executed in the same manner **as** this agreement.
- 1.5 In this agreement, unless the contrary intention appears,
- a) words importing male persons include female persons and corporations;
 - b) words in the singular include the plural, and words in the plural include the singular;
 - c) reference to and numbering of divisions of this agreement shall be made a follows:
 - 1. section
 - 1.1 subsection
 - (a) paragraph
 - (i) sub-paragraph
- 1.6 In this agreement, unless the context otherwise requires,
- (a) "Company" includes any employer or employer corporation that is signatory to this agreement
 - (b) "Guild" means Canadian Merchant Service Guild
 - (c) "Officer" means certified Master, Chief Engineer, Barge Engineer, all 2nd & 3rd Engineers and all Mates employed by the Company
 - (d) "vessel" or "Company vessel" means a vessel owned or operated by the Company under bareboat charter.

ARTICLE 2. PURPOSE OF AGREEMENT

- 2.1 The general purpose of this agreement is to ensure that the Company, **the** Guild, and the Officers employed by the Company, may have the full benefits of orderly and legal collective bargaining and to provide to the fullest extent possible, for the safety and physical welfare of the Officers, for a high standard of service and for protection of property,
- 2.2 It is recognized by this agreement to be the duty of the Company, the Guild and the Officers, to co-operate fully, individually and collectively, for the advancement of the **above** conditions,
- 2.3 During the life of this agreement, when in the opinion of **the** Guild, matters of mutual interest arise that require discussion with the Company, the Guild may make arrangements to meet with the Company. Whenever possible, the topics **for** discussion will be identified prior to the meeting.

ARTICLE 3. RECOGNITION

- 3.1 The Company recognizes **the** Guild as the sole bargaining agent for all Officers employed on vessels owned, operated or under bareboat charter, or otherwise effectively controlled by the Company either directly or indirectly.

ARTICLE 4. UNION SECURITY

- 4.1 All officers **who**, on the date of this agreement, are members in good standing of the Guild in accordance with its Constitution, **Rules** and Regulations, shall, as a condition of their continued employment, maintain their membership in the Guild for the duration of this agreement.
- 4.2' All persons hereafter becoming Officers who are not members of the Guild, shall, within thirty (30) days after being hired by the Company, acquire and maintain membership in the Guild for the duration of this agreement.

ARTICLE 4. UNION SECURITY (COND'T)

- 4.3 For the purpose of this agreement, the Guild acknowledges and agrees that membership in the Guild shall be made available and shall **be** permitted to be maintained by all Officers employed by the Company and covered by this agreement, subject to the same terms and conditions as are applicable to all members of the Guild.
- 4.4 The Guild agrees that membership in the Guild of an Officer shall not be denied, suspended or terminated, for any reason other than in accordance with the Constitution, Rules and Regulations, of the Guild.
- 4.5 When an Officer joins **a** vessel, the Company shall require the Officer to complete at once, in duplicate, as **a** condition of employment, a dues deduction card authorizing the automatic deduction of the Guild dues and initiation fees only. **Said** card to **be** supplied to the Company by the Guild. The Company shall forward at once to the Guild one **copy** of the deduction card as completed by the Officer and retain the second copy for their records.
- 4.6 An Officer is deemed to be **a** member in good standing of the Guild until the Guild determines that the Officer is not in good standing pursuant to the Guild's Constitution, Rules and Regulations, and until the Guild gives notice in writing to the Company that the Officer is not in good standing.
- 4.7 The Guild shall indemnify the Company, its vessels, Officers, servants and agents and hold it or any of them harmless against any and all suits, claims, demands and liabilities that arise out of or by reason of any action taken by it, them or any of them for the purpose of complying with the foregoing provisions of this section or that arise out of or by any reason of reliance by it, them or any of them on any list or notice furnished to the Company by the Guild pursuant to the provisions of this section.

ARTICLE 5. BOARDING OF VESSELS

- 5.1 The Company shall issue boarding passes to authorized representatives of the Guild enabling those representatives to board Company vessels to consult with the Officers aboard in respect to Guild business,
- 5.2 The Guild shall submit to **the** Company the name, address and office of each authorized representative of the Guild for whom the Guild seeks a boarding pass.
- 5.3 In addition to consulting with Guild members aboard **a** vessel, the Guild representative(s) may discuss with the Master any dispute or grievance, but the Guild representative(s) shall not interfere in any way with the operation of **a** Company vessel.
- 5.4 **As** a condition precedent to his receiving a boarding pass each Guild representative shall execute and deliver to the Company a general form of release absolving the Company from all liability for any injury to property, loss of life or personal injury sustained by him while boarding or while aboard a Company vessel or while in or about any property owned by or under the control of **the** Company.

ARTICLE 6. DEDUCTION OF DUES

- 6.1 The Company shall deduct from the monthly wages of each Officer in its employ, covered by this Agreement, the monthly amount of dues as advised annually by the Guild in registered letter form indicating the months in which deductions are to begin and cease.
- 6.2 The Company shall also deduct, on receipt of **a** billing list from the Guild, initiation fees and dues owing from the **wages** of the Officer concerned.
- 6.3 The Company shall forward to **the** Guild, within thirty (30) days of actual deductions from an Officer's salary, all the deductions referred to in this section, together with a statement in duplicate, setting out with respect to each Officer, the Officer's name and Social Insurance number, the amount to be credited to him, and the payroll period in respect to which the deductions were made.

ARTICLE 7. HOURS OF WORK, OVERTIME & LEAVE

- 7.1 All Officers employed within the Bargaining Unit shall be employed for their normal number of hours per season considering leave, vacations, Statutory Holidays, etc.
- 7.2 It is agreed that each officer is entitled to a minimum of six (6) hours of continuous rest each day, except where the safety of the tug or barge is concerned. For all aspects of this collective agreement, a day is to mean 00:00 hours to 23:59 hours in any calendar day.
- 7.3 Officers shall only be granted leave after the completion ninety (90) days employment during a season.
- 7.4 Leave periods shall be allowed for a minimum period of twelve (12) days.
- 7.5 In lieu of overtime an amount shall be paid upon completion of season equal to ten percent (10%) of all days worked.
- 7.6 The Company shall grant to each officer covered by this agreement forty-two (42) days paid leave per season which will normally be taken in one or two periods.
- 7.7 Leave Travel Costs - All travel costs for leave will be paid for by the Company in accordance with Article 33 and paid to each officer once or twice per season as leave is taken.

ARTICLE 8. HOLIDAYS

- 8.1 In this agreement, the term "holidays" includes New Year's Day, Good Friday, Victoria Day, Dominion Day, First Monday in August, Labour Day, Thanksgiving Day, Christmas Day and the day after Christmas Day (**Boxing Day**) and Remembrance Day.
- 8.2 Where an Officer employed by the Company does not work on a holiday, he shall be paid his usual rate of pay for that day.
- 8.3 Where an Officer employed by the Company is required to **work** an or any part thereof, **he** shall be **paid** double time at the regular rate of pay.
- 8.4 When any of the above holidays fall on Saturday, it shall be observed on the preceding Friday, and if the holiday falls on a Sunday, it will be observed on the following Monday.
- 8.5 (a) If an Officer who qualifies under Section 1 and who works thirty (30) days immediately prior to the holiday is on authorized **leave** of absence when the holiday occurs, he shall receive holiday **pay** for the first holiday that occurs during this absence, provided he returns to work on time, unless his return to work on time is **prevented** by circumstances beyond his control.
- (b) An Officer who qualifies under Section 1 who is obliged to cease work due to a layoff during the thirty (30) day period immediately prior to the holiday, shall receive holiday pay for the holiday(s) within such thirty (30) day period.
- (c) An Officer, **who** qualifies under Section 1 who is obliged to cease work **due** to sickness or accident certified by a licensed practitioner during the twenty-one (21) day period immediately prior to the holiday, shall receive holiday pay for the holidays within such twenty-one (21) **day** period.
- (d) If an Officer who qualifies under Section 1 is recalled and works any time during the fourteen (14) calendar day period immediately following the holiday, he shall receive holiday pay for the preceding holiday.

ARTICLE 9. VACATION PAY

- 9.1 Upon signing of the collective agreement, an Officer having completed **less** than three (3) full seasons of service **will** be credited with four percent (4%) of **his** total wages.
- 9.2 An Officer having completed three (3) and less than six (6) full seasons of service will be credited with five percent (5%) of his total wages.
- 9.3 An Officer having completed six (6) and less than twelve (12) full seasons of service will be credited with six percent (6%) of his total wages.
- 9.4 An Officer having completed nine (9) and less than twelve (12) full seasons of service will be credited with seven percent (7%) of **his** total wages.
- 9.5 An Officer having **completed** twelve (12) or more seasons of service will be credited with eight percent (8%) of his total wages,
- 9.6 Vacation **pay** shall **be** paid to each Officer by cheque to be issued at the time of termination **of** employment or, at the Officer's option, at the time of layoff, or when vacation is taken.
- 9.7 **An** employee who has worked continuously for one (1) year, must take his full entitlement to time off, at a time or times Satisfactory to himself and his Supervisor.
- 9.8 **An** employee has the right *to* take his full entitlement to time off, whether or not he has **worked** continuously for one (1) year, at a **time** or times satisfactory to himself and his Supervisor.

ARTICLE 10. LEAVE OF ABSENCE

- 10.1 If he has obtained the prior approval of the Company, and if a satisfactory replacement is found or some other satisfactory arrangement is **made**, an Officer may receive a leave of absence from his employment without pay, without loss of seniority or any other rights acquired by him under the provisions of this agreement.
- 10.2 In the event an Officer is elected or appointed to **work** in an official capacity for the Guild,
- (a) If the Officer requests a leave of absence in writing, and
 - (b) If the Guild approves of the Officer's request,
- the Company shall grant the Officer **a** leave of absence without pay of not more than three (**3**) years to work in that capacity, and if the Company consents, the leave of absence **may** be extended.
- 10.3 In the event an Officer has been elected or appointed to attend a Guild convention or to carry out other business of the Guild, if the Officer gives fifteen (15) clear **days** notice to the company, and if **a** satisfactory replacement is found, **the** Company shall for this purpose grant leave of absence without pay to the Officer.
- 10.4 Any employee desiring leave of absence for any reason other than those set out above must obtain same in writing from the Company, a copy of such leave to be forwarded to the Guild.

ARTICLE 11. COMPANY BUSINESS

- 11.1 Where for any reason an Officer is required to be absent from his employment in order to attend to Company business, and, without limiting the generality of the foregoing, where an Officer is required by the Company to attend at,
- (a) any enquiry concerning the Company or its vessels at any enquiry pursuant to the Canada Shipping Act or any other statute,
 - (b) any court hearing, or
 - (c) any hearing before a Labour Relations Board, a Conciliation Board or any administrative tribunal,
- the Company shall pay to the Officer his regular pay, and family welfare contributions for the period when he is **so** absent.

ARTICLE 11. COMPANY BUSINESS (COND'T)

11.2 In addition to paying an Officer's regular pay while he is absent from his regular employment on Company business, the Company shall pay or reimburse him for all expenses incurred by him for the purpose of carrying out the Company's business upon production by the Officer of acceptable receipts or vouchers as evidence of those expenses.

11.3 No officer will be absent for Company business without written permission.

ARTICLE 12. WAGES

12.1 The rates of pay in effect from March 15,1993 are:

	<u>DAILY RATE</u>
Master	\$192.00
Chief Engineer	\$182.00
First Mate	\$151.00
Second Engineer	\$151.00
Barge Engineer	\$140.00
Ass.Engineer	\$135.00

Effective March 15,1995 the wages shall be increased by the C.P.I. as declared by Statistics Canada for the period of February 1994 ta February 1995.

ARTICLE 13. PAYROLL PROCEDURE

- 13.1 Officers shall be paid twice per month, being the 15th **and** 31st by 12:00 hours of that day.
- 13.2 Interim advances will be made only in instances of evident emergency. Should **a** holiday occur on a Friday, pay day payment will be made on Thursday of that **week**.
- 13.3 **A** Time and Earnings Statement will be provided to each employee for each pay period. This statement will carry complete detail **of rates of pay, time worked, monthly earnings and deductions, covering the period.**

ARTICLE 14. SICK LEAVE AND COMPASSIONATE LEAVE

- 14.1 An Officer may be entitled to receive from the Company a reasonable leave of absence from his employment **without** pay in the event of either illness or injury to himself or **a** member of his immediate family, that is his wife, brother, sister, children, parents and parents-in-law, and no such leave shall be unreasonably withheld.
- 14.2 Officers who have served with **the** Company for one (1)**year** or more, will be granted compassionate leave when a **death** occurs to a member of their immediate family, that is an Officer's father, mother, wife or child, sister or brother and parents-in-law. The Officer granted leave to attend the funeral will be paid at his daily rate for the time lost **up** to a maximum of five (5) **days**. Claims for compassionate leave pay must be submitted by the Officer in writing to the Company along with proof of bereavement in the Officer's immediate family.

ARTICLE 15. ONTARIO HOSPITAL INSURANCE PLAN

- 15.1 The Company agrees to pay one hundred **per** cent (100%) of O.H.I.P. on behalf of their Officers, if applicable.

ARTICLE 16. MARINE DISASTER

- 16.1 An Officer who, while employed by the Company, suffers loss of clothing or other personal effects of any kind because of marine disaster or shipwreck, shall be compensated by the Company of such loss **up to a** maximum of two thousand, five hundred dollars (\$2,500.00)
- 16.2 **An** Officer or his estate making claim under this section shall submit reasonable proof to the Company of the actual loss he suffered.
- 16.3 Any dispute between an Officer and a Company with respect to a claim made under sub-section 1 shall be subject to the grievance and arbitration procedures set forth in this agreement.

ARTICLE 17. SAFETY REGULATIONS

- 17.1 All safety regulations for the safety of the vessel, the crew or passengers;
- (a) which the Company now has in force;
 - (b) which the Company may bring into force during the term of **this** agreement;
 - (c) which are promulgated by the Department of Transport,
- shall, after they have been brought to the attention of the Officers, be strictly adhered to by each Officer.

ARTICLE 18. SENIORITY

- 18.1 In case of promotion, demotion, transfer, lay-off and recall after lay-off, **the** most senior officer with the sufficient qualifications shall be entitled to preference.
- 18.2 For **the** purpose of this Section, seniority shall be understood to commence at the date of employment with the Company.
- 18.3 In the case of a vacancy, it is agreed that the Company will give members of the Canadian Merchant Service Guild first consideration in filling such **a** vacancy, providing that the person has the proper qualifications **set** by the Company.
- 18.4 Employment of any new employee shall be considered as probationary until he has worked ninety (90) days within a **six** (6) month period. Thereafter, sub-section 1 shall apply and **the** employee shall be credited with ninety (90) days of accrued seniority.

ARTICLE 19. OFFICER'S DUTIES

19.1 An Officer shall not be required to perform any duties usually assigned to unlicensed crew members.

ARTICLE 20. DISMISSAL

20.1 No Officer shall **be** dismissed from his employment with the company except for just cause.

20.2 A Company dismissing an Officer shall give the Officer notice in writing of his dismissal at the time of his discharge.

20.3 In the event an Officer submits to the Company **a** written request for a statement of the reasons for his dismissal, the Company shall deliver to him within seven **(7)** clear **days** from the receipt of his written request a full statement, in writing, setting out the reasons for his dismissal.

20.4 A dismissal of an Officer shall be subject to the grievance and arbitration procedures set forth in this agreement, and in the event the issue does proceed to arbitration, the Arbitration Board may make an order: ,

(a) to uphold the dismissal;

(b) to reinstate the Officer with compensation from the Company; or

(c) to deal with the issue in any other manner that the Arbitration Board may deem just and equitable.

ARTICLE 21. GRIEVANCE PROCEDURE

21.1 In the event a grievance arises on a vessel of the Company as to the interpretation or application of or compliance with the provisions of this agreement, including without limiting the generality of the foregoing, a grievance in respect of **wages**, hours of work, or conditions of employment of any Officer, there shall be no interruption or impeding of work, **and** the parties shall endeavour to settle the grievance in the following manner:

(a) **STEP ONE**

An officer who believes he has a grievance must discuss that grievance with the Manager, and if no satisfactory solution is achieved, **he** must submit that grievance in writing to the Manager of the vessel within five **(5)** days of its alleged occurrence. The Manager must reply to the written grievance within five **(5)** days of its receipt.

ARTICLE 21. GRIEVANCE PROCEDURE (COND'T)

(b) STEP TWO

If no settlement is reached in Step One, the Guild representative acting on the Officer's behalf must, within fourteen (14) days from the date the Manager replied under Step One, meet with a Company representative in order to discuss the grievance, and if possible, to achieve a settlement. The Company representative shall render his decision in writing,

(c) STEP THREE

If no Settlement is reached in Step Two, either party must indicate its intention to proceed to arbitration by notifying the other party by registered mail with seven (7) days of receipt of **the** decision in Step Two.

ARTICLE 22. ARBITRATION

- 22.1 In the event any difference arising between the Company and the Guild as to the interpretation, alleged violation or application of or compliance with this agreement or **as to** any grievance or dispute arising out of the operation of section of this agreement the difference may be submitted to arbitration pursuant to the terms of this section,
- 22.2 Arbitration of any difference arising under sub-section shall be submitted to a single arbitrator jointly selected by the Union and the Company. This selection shall be made within ten (10) days after **the** request for arbitration has been made by either party to this agreement. In the event that the parties fail within the said ten (10) day period to agree upon the selection of an arbitrator, an Arbitration Board shall be formed consisting of three (3) members: the Company and the Union each selecting one (1) man and these two shall select a third party who shall act **as** a chairman. Either party shall appoint its nominee not later than five (5) days after receipt of written notice of the other party's nomination. In the event of a failure of the two (2) men selected by the respective parties to select a third party as provided above, they shall ask the Minister of Labour for Canada to select and designate the third party.
- 22.3 In the event the selected arbitrator is unable to serve by reason of death, incapacity or resignation, or for other reason, his replacement shall be appointed in the **same** manner as is provided herein for the appointment of the first arbitrator.

ARTICLE 22. ARBITRATION (COND'T)

- 22.4 A statement of the dispute or question to be arbitrated shall be submitted by the grieving party to the arbitrator within five (5) days of his appointment. The arbitrator shall convene the parties within ten (10) days following his appointment unless a delay is agreed to by the parties, and the arbitrator shall render his decision **as** soon thereafter **as** possible.
- 22.5 The decision of the arbitrator shall be limited to the dispute or question contained in the statement or statements submitted to him. The decision of the arbitrator shall not change, add to, vary or disregard any conditions of this agreement. The decisions of the arbitrator which are made under the authority of this Arbitration Article shall be final and binding upon the Company, the Guild and all persons concerned.
- 22.6 Each party to this agreement shall pay all expenses, fees and costs, of the members of the Arbitration Board selected by it or by the Minister of Labour and shall share equally in the expenses, fees and costs, of the third member of the Board.

ARTICLE 23. STR AND LOCKOUTS

- 23.1 The Guild and the Company declare it *to* be their common intention that all controversies shall be resolved amicably in accordance with the provisions of this agreement, and to this end
- (a) the Guild agrees that there shall be no strikes, slowdowns or stoppages of work for any cause, and
 - (b) the Company agrees that there shall be no lockouts for any cause
- during the term of this agreement.
- 23.2 It is agreed for the purpose of this agreement that the refusal of a member to pass through a lawful picket line shall not be construed as a violation of this agreement and shall not be a **reason** for dismissal.
- 23.3 There shall be no discrimination, interference, restraint or coercion by the Company against any employee because of membership in the Guild or because of any lawful action taken by any member under the terms of this agreement.
- 23.4 The Guild agrees not to intimidate or coerce or threaten employees in any manner that will interfere or hinder the effective carrying out of this agreement.

ARTICLE 24. CLOTHING ALLOWANCE

24.1 Following three (3) months of employment, the Company agrees to provide the following for their Officers:

- (a) Deck Officers - Two (2) pair of coveralls per year
 - One (1) hard hat as required
 - One Hundred Dollars (\$100.00) per season to go **toward** safety footwear and insulated weather gear
 - Sufficient supply of rubber boots, rain gear and proper **work** gloves which are to be left on board

- (b) Engineering Officers - Three (3) pair of coveralls per year
 - One (1) **hard** hat **as** required
 - One Hundred Dollars (\$100.00) per season to **go** toward safety footwear and insulated weather gear
 - Sufficient supply of rubber boots, rain gear and proper **work** gloves which **are** to be left on **board**

ARTICLE 25. HIRING SERVICES

25.1 Effective November 1, 1993, the Company agrees to **pay** to the Canadian Merchant Service Guild the **sum** of one dollar and fifty-eight cents (\$1.58) per payroll day per position aboard the vessel to be remitted to the C.M.S.G., 3235 Granby Avenue, Montreal, **Quebec H1N 2Z8**, not **later than** the fifteenth (15th) of the following month.

ARTICLE 26. SHORT PERIOD LAY-UPS

26.1 When vessels are laid up for refit or other purposes for periods of **six** (6) days or **less**, officers will suffer no loss of **pay**, benefits or lay day accumulations. Officers will not **be** laid off during such six (6) day periods.

ARTICLE 27. LEGAL DEFENSE INSURANCE

27.1 Legal Defence Insurance for Officers covered by this agreement shall **be provided in the following manner:**

The Guild shall provide legal defence insurance which shall be paid for by the Company at the rate of sixty-five cents (\$0.65) per day per position effective November 1, 1993.

The Company agrees to send the aggregate of **the** contributions for each month to the Canadian Merchant Service Guild, 3235 Granby **Avenue**, Montreal, P.Q. H1N 2Z8, on or before **the 15th of the** following month.

The contributions shall be accompanied by a list in duplicate showing each Officer's name, the number of days for which contributions are being made and the number of positions on each vessel, whether such positions **are filled** or vacant,

In this article "Officer" means Officers who are members in good standing of the Canadian Merchant Service Guild.

ARTICLE 28. ESTABLISHED CUSTOMS

28.1 Any right or privileges enjoyed by an Officer as a matter of custom prior to **the date of** this agreement shall not be altered and no change of these customary rights and **privileges** shall **be** put into effect unless mutually **agreed** to by the company and the Guild.

ARTICLE 29. FAMILY SECURITY

29.1 The Company agrees *to* provide a Family Security Plan **as** declared by the Canadian Merchant Service Guild and it is further **agreed** all premium **costs** shall be borne by the Company.

ARTICLE 30. CLAUSE PARAMOUNT

30.1 Nothing in this agreement shall be construed in a manner;

- (a) that conflicts in any way with the obligations of the Guild, the Company, or an Officer as determined by the provisions of the Canada Shipping Act or any other statute or regulation, or,
- (b) that tends in any way to impair the lawful authority of the Master.

ARTICLE 31. TRANSPORTATION IN CASE OF ACCIDENT

31.1 The Company shall reimburse to an Officer following a work accident, all transportation expenses from his place of work to the nearest hospital or clinic. On the doctor's recommendation, the Company shall reimburse transportation expenses from his place of work, from the hospital or clinic to his place of residence in Canada.

ARTICLE 32. TRANSFER EXPENSES

- 32.1 The Company shall pay an Officer all expenses incurred by him in transferring for any vessel of Great Lakes Towing to any vessel of Fettes shipping upon production by the officer of acceptable receipts or vouchers as evidence of those expenses. These costs include first class rail passage, economy airfare, taxi or two way car allowance. Effective November 1, 1993 the car allowance will be thirty cents (\$0.30) per kilometre.
- 32.2 In the event that an Officer is transferred by one Company from one vessel to another vessel of the other Company, the Company shall continue to pay the officer his regular pay, and family welfare plan contributions in addition to reasonable expenses during the time necessary to enable him to make his transfer,
- 32.3 An Officer shall have the absolute right to refuse any such transfer.

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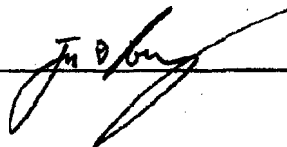
ARTICLE 36. DURATION OF AGREEMENT

36.1 This agreement shall remain in force from November 1, 1993 to December 31, 1995, and shall, without further act of the parties be renewed from year to year thereafter, unless written notice of desire to amend, modify or cancel any term hereof is given by either party to the other, not later than ninety (90) days prior to December 15 in the year prior to the expiry date of the agreement.

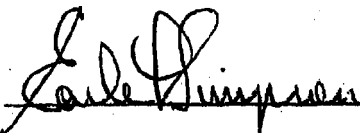
Contract agreed on the 10th day of December 1993 in
THOROLD in the Province of Ontario.

Signed on behalf of:

**GREAT LAKES AND INTERNATIONAL TOWING AND SALVAGE
COMPANY LTD.**



CANADIAN MERCHANT SERVICE GUILD



19