

May 5, 1995

SOURCE	Comp		
EFF.	94	01	01
TERM.	2002	12	31
No. OF EMPLOYEES	120		
NOMBRE D'EMPLOYÉS	df		

**SUPPLY BASE AGREEMENT**

**Between**

**St. John's Shipping Association Limited  
(hereinafter referred to as the Company)**

**And**

**The International Longshoreman's Association  
of St. John's, Nfld. Local 1953 ILA  
(hereinafter referred to as the Union)**

**ARTICLE 1      General Purpose of The Agreement**

1:01 In consummating this agreement, the parties hereto recognize that it is mutually beneficial and advantageous to secure and maintain an efficient, uninterrupted operation and general stabilization of the industry. Each party agrees that the working conditions hereinafter set forth shall be binding on all members of the parties, individually and collectively and neither party will exercise its rights, powers or functions oppressively in dealing with the other.

The terms of this Agreement shall apply to the work carried out by any member company of the Association in the operation of an Offshore Supply Base.

**ARTICLE 2      Strikes and Lockouts**

2:01 The Union agrees that during the life of this Agreement, there shall be no strike, slowdown or stoppage of work either partial or complete. The Company agrees there will be no lockout.

2:02 If a strike, stoppage of work, or lockout should occur, contrary to the terms of this Agreement, either party shall be liable to such penalty as may be prescribed under Canadian Law.

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- 2:03 (a) For the **purpose** of this **Article**, the **word strike** includes:
- (1j) **A** cessation or a **refusal of/to work or to continue to work** by the **employees** in **combination or in concert** or in accordance with a common understanding.
  - (2) **A slowdown of work, or other concerted activity on the pa# of the employees in relation to the work, that is designed to restrict or limited output.**
- (b) **"Lockout"** means *the* close of a place of employment done to **compel employees** to agree to terms or conditions of employment.
- 2:04 **The duration of this Agreement will be eight (8) years consisting of two (2) four (4) year terms Any failure to agree on the terms and conditions of the second 4 year term of this Agreement will be resolved through binding arbitration. The Arbitration Board will consist of three (3) members, one (1) to be appointed by the Union, one (1) by the Company and the third arbitrator to be mutually agreed upon between the Union and the Company. The Arbitrators will be instructed whether they have leave to modify the final offers of both parties or whether they must rule on the final offers as presented. Both parties agree that with mutual consent, this agreement could be extended beyond the eight (8) year term.**

ARTICLE 3                      Recognition

- 3:01 (a) **The Union recognizes the St. John's Shipping Association as exclusive bargaining agent for its member companies performing supply base work in the Port of St. John's, Newfoundland.**
- (b) **The Union recognizes that the Management of the operation and direction of the work force, including but not limited to, the right to direct, plan and control operations and the employees' working hours, determine all work procedures and methods. the right to hire, assign, promote, demote, transfer, increase, and/or decrease the size of its work force, maintain order and discipline including the suspension or discharge of employees for legitimate reasons, the right to introduce new and improved methods and to generally manage the operations, is vested exclusively in the Employer within the terms of this agreement, The Employer agrees to discuss any major changes prior to their implementation.**
- (c) **The Association recognizes the Union as the exclusive bargaining agent for all its employees engaged in the Supply Base Work at St. John's, Newfoundland, and working for member companies of the St. John's Shipping Association.**



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- 3:02 (a) **The Association agrees that all work in the loading and/or discharging of cargo to and from Offshore Service Tugs and land-based related work pertaining to the Hibernia project, including the checking of cargo, the delivery and receiving of cargo to and from the truck tail-gate, the loading and unloading of unitized loads and containers to and from truck transports, the loading and handling of cargo in the shed and on the terminal and the operation of Company owned and/or Company leased equipment when applied to the foregoing, shall be performed by members of the Union.**

**It is understood that for any project comparable to the Hibernia Project, the same agreement could be applied.**

- (b) **The following will be defined as ship's supplies when they are for the vessel's own use: engine parts, food supplies, fuel, water, winch cables, lubricants, paint and ropes for the vessel's own moorings.**

**It is further agreed that iceberg towing ropes and drilling bulk products such as; gels, cement, and drilling muds will be handled by Union personnel. Any bulk products brought onto the premises by tank transport and pumped directly onboard offshore Service Tugs will not require Union personnel.**

- (c) **Regular crane operations shall be performed by Union personnel but when a crane is required on a temporary basis (two (2) working days or less), a Union member will not be required. Any continuous utilization of additional cranes will require a union operator.**
- (d) **A crane operator will be hired in the yard as part of the regular yard workforce. When working a vessel, the crane operator will take signals only from the signaiman.**
- (e) **The Association agrees to train members of the Union when and where there is a necessity.**

- 3:03 **in the event the Union does not provide the desired number of men required by the Employer, or is unable to supply competent men including drivers with the necessary skills and aptitude to perform the work that is available, then the employer may obtain men from any source. The foregoing shall apply when the employer is hiring members for, or replacing members of the work force.**

- 3:04 **The Union agrees that its members shall not perform any work for any other employer while any member employer of the Association cannot obtain sufficient numbers of Union men for their needs, or if such other employer does not abide by all terms and conditions of this Agreement including payments for vacations, pension funds, hiring hall fund, and**



*the medical plan on the same basis as paid by members of the St. John's Shipping Association Limited.*

3:05 The Union President, or his nominee shall have the right of access to all premises, but he shall not interfere with the progress of the work, or give any orders to the men in connection with their work. Any grievance must be handled under the grievance procedure as outlined in this Agreement.

The parties agree that individuals in the workplace should be treated with respect. It is further agreed that the Employer's and Union's representative will conduct all discussions in a private manner and in moderate speech.

ARTICLE 4                    Employer's Working Agreement

4:01 The men shall be flexible and interchangeable to the extent that during a work period they will perform any and all work collectively or individually when and as directed by the Employer, within the terms of this Agreement.

4:02 Work on any vessel shall commence, stop or resume at the direction of the Employer, within the terms of this Agreement.

4:03 The Supervisors will not manhandle cargo, operate equipment, check cargo or sort cargo on receipt or delivery, but it is in the Supervisors responsibilities to spot check on receipts and deliveries to assure the work is being accurately performed.

ARTICLE 5                    Hours of Work and Meal Hours

5:01 The work and meal periods shall be as follows:

<u>Work Period</u>	<u>Meal Hours</u>
From 8:00 a.m. to 12:00 p.m.	12:00 p.m. to 1:00 p.m.
From 1:00 p.m. to 5:00 p.m.	5:00 p.m. to 6:00 p.m.
From 6:00 p.m. to 10:00 p.m.	10:00 p.m. to 11:00 p.m.
From 11:00 p.m. to 7:00 a.m.	7:00 a.m. to 8:00 a.m.

5:02 The normal night starting period shall be 11:00 p.m. and shall also be considered the start of a new day.

5:03 (a) For ship work the Employer agrees to the division of the working day into shifts of twelve (12) and eight (8) hours or any other combination suitable to the Employer, provided that in the case of a ship finishing up, it would be permissible to work up

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to sixteen (16) hours. In such a case, if a gang is working beyond twelve (12) hours and into the late night period beyond 11:00 p.m. and weather or mechanical breakdown stops work, the gang may be broken at 3:00 a.m. or for the purpose of finishing the ship, if work resumes and may continue beyond 3:00 a.m., then three (3) times the basic day rate will be paid for any hours worked between 3:00 a.m. and 7:00 a.m. If the gang is broken at 3:00 a.m., they may be recalled for work at 8:00 a.m. at the appropriate basic day rate.

- (b) The above does not preclude the use, on the same vessel, of two (2) shifts as and when requested by the Employer. These shifts shall be:

8:00 a.m. to 10:00 p.m.

11:00 p.m. to 7:00 a.m.

- 5:04 When a man is required to work the late night period beyond 3:00 a.m., then he shall be entitled to a twenty (20) minute lunch break at 3:00 a.m. except in the case of a ship finishing up when work may continue to 4:00 a.m., without a lunch break, in which case if work does go beyond 3:40 a.m. the men will be paid to 4:30 a.m. to compensate for the loss of the lunch break.
- 5:05 All work performed during meal hours shall be paid three (3) times the basic day rate.
- 5:06 (a) Men who have worked through the meal hour may be recalled for work one (1) hour after being relieved for the meal hour.
- (b) If men are required to work up to thirty (30) minutes into a meal period, and are needed for work after the meal period, they shall be granted one (1) hour for a meal, and on reporting back within that period, will be paid back to the start of that hour.
- 5:07 Men shall not be required to work without a break for a meal beyond fifteen (15) minutes into the third hour after having worked the meal hour.
- 5:08 When men or gangs have worked past the hour, they shall be paid the full hour, in any working period.

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**ARTICLE 6**            **Guarantees**

- 6:01 When men are called to work for 8:00 a.m. and/or 1:00 p.m., when it is the initial call-out, they shall receive four (4) hours pay at the prevailing rate whether they are put to work or not, but in the case of men or gangs being ordered back for the next work period, they shall not receive less than two (2) hours pay at the prevailing rate.
- 6:02 When men are called to work at 6:00 p.m. and/or 11:00 p.m., they shall be paid for the full period at the prevailing rate, *except* where weather or mechanical breakdown onboard ship or ashore does not permit work to be carried on, or in the event of a ship finishing up, in which case the gang(s) will be paid until the vessel is finished, but in no event shall they receive less than four (4) hours pay at the prevailing rates. In the case of men or gangs being ordered back for the next work period, they shall not receive less than two (2) hours pay at the prevailing rates.
- 6:03 When men are required to stand by and are under pay, they shall remain available and may be employed at the discretion of the Employer at the prevailing rate.
- 6:04 When men are called to work at the above hours, and they do not report in sufficient numbers to complete the formal gang size, they will not receive the above minimum unless they are put to work.
- 6:05 In the event that the Union cannot supply a full gang, the employer may, at his discretion, start the vessel with whatever number of men are available. It is understood that when men become available to complete a gang, the gang will be brought up to full strength and men shall be paid from the time they are actually put to work.
- 6:06 (a) It is agreed that when men have worked all night and are recalled to work the same or another vessel, they shall be paid the same night rate until the vessel has been completed, or until the men have been replaced or broken for a rest period.
- (b) When a man is called out or hired to replace a man who leaves his work or is dismissed before the gang to which he is attached has completed its job and the work is a continuation of the night work period, will receive pay in accordance with Clause 6:06 (a).
- (c) A land-based employee who has worked past 3:00 a.m. in the late night period will be paid the same night rate if he is recalled to work at 8:00 a.m. the same day. This rate will apply until he has been replaced or broken for a rest period.
- 6:07 It is agreed that, whenever possible, the Employer will distribute his ship work on a relatively equal basis among his regular foremen when their units are equally qualified and competent to perform the work available. A gang may work as many vessels as required


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without a shape-up providing the hours are relatively equal.

- 6:08 When men or gangs are required to move from one location to another during a work period, they shall not suffer any loss of pay.
- 6:09 With the exclusion of designated Foreman, when hiring, preference for ship work on weekends and holidays will be given to those employees who are not regular land-based personnel. Land-based personnel may be hired when there is a shortage of Union men in the shape-up. The Union will "police" this article.

#### ARTICLE 7            Gang Size and Sling Loads

- 7:01 (a) In the operation which involves the loading or discharging of cargo on Offshore Service Tugs, the minimum gang size shall be four (4) men plus a foreman, per working crane.
- (b) In addition to the minimum gang size in 7:01 (a), a crane operator and a forklift operator shall be hired.
- 7:02 (a) Additional men may be ordered and employed as required by the Employer either on ship or ashore.
- (b) Additional men may be dispensed with at any time if they have received a minimum of four (4) hours pay, this does not apply to 7:01 (b).
- 7:03 It is agreed there shall be no weight restrictions except those imposed by the safe working capacity of the handling equipment or as certified by the Department of Transport.
- 7:04 Men may be dispensed with at any time provided they are discharged in the same size units as hired, always subject to the minimum pay indicated in Article 6, Clauses 6:01 and 6:02.
- 7:05 It is agreed that free and unrestricted use of all types of mechanical equipment and pallets will be permitted on ship and ashore for the handling, loading and unloading of all types of cargo.

#### ARTICLE 8            Rates of Pay

- 8:01 The rates of pay and benefits shall be the rates of pay and benefits that are in effect in the General Cargo Agreement on the operative dates of this Agreement.



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- 8:02 (a) For the purpose of this Agreement, explosives shall include any cargo with a Class I Dangerous Goods label.
- (b) The hourly rate of pay for men handling explosives shall be as appended. Only the land-based men who handle explosives will be paid this premium.
- (c) When it is necessary to load or discharge other cargo after explosives have been loaded, the same rate shall apply to men handling such cargo, while explosives remain onboard the vessel.
- 8:03 Men handling dirty or obnoxious cargo will be paid \$1.00 dollar per hour over the prevailing rate for actual time worked. Dirty and obnoxious cargo will be as specified in the general agreement.

**ARTICLE 9**                      **Land-Eased Personnel and Shift Work**

- 9:01 (a) When an Employer has a requirement for employees to work at land-based work, on a regular basis, he will post a notice for a period of five (5) calendar days. The Employer will notify the Union of the name of the successful applicant. The Employer shall select and hire the men that he requires from the Union membership (for land-based work), subject to their meeting the Employer's qualifications. The Employer will give first consideration to those Union members with the necessary qualifications and seniority, who have applied, in writing, to the Employer for land-based work. When additional men or replacements are required, they will be chosen and hired in the same manner.
- (b) When an Employer needs men for land-based work, on a casual basis, he shall order such men from the Union Hall, If five (5) or more men are ordered, they shall remain with the foreman. If four (4) men or less are ordered, they shall be hired by a Union member, nominated by the Employer, who, after hiring the required men, will return to his former position.
- 9:02 (a) All terms and conditions of this Agreement, except the methods of hiring and supervision, have the same application to men employed for land-based work as for men employed at any other work on the Employer's premises.
- (b) It is agreed that the Employer shall have the right to vary the number of men he will employ on any given work period depending on his requirements to meet the needs of his operation.






- 9:03 When men are employed for land-based work, they will be hired as indicated above and paid wages as per Clause 8:01 and men will be told by their supervisor when leaving work when they will not be required for the next period.
- 9:04 When men are hired to perform land-based work at any of the work periods outlined in 5:01, they shall be entitled to receive a minimum of four (4) hours pay.
- 9:05 In the case of land-based work, an Employer shall have the option of putting his land-based work on a one (1), two (2) or three (3) shift basis, subject to notifying the Union in writing at least five (5) days in advance of his intention to do so. Should the Employer wish to return to working arrangements outlined in Article 5, he must give the Union five (5) days advance notification of his intention to do so. If two (2) or more shifts are to be worked, the hours of work shall be as follows:

<u>Work Period</u>	<u>1/2 Hour Meal Break</u>
Between the hours of 8:00 a.m. and 4:00 p.m.	Between the hours of 11:30 a.m. and 1:30 p.m.
Between the hours of 4:00 p.m. and 12:00 midnight.	Between the hours of 7:30 p.m. and 9:30 p.m.
Between the hours of 12:00 midnight and 8:00 a.m.	Between the hours of 3:30 a.m. and 5:30 a.m.

- 9:06 The Employer agrees that when operating under a two (2) or three (3) shift system as outlined in 9:05, men shall be rotated on a weekly basis. A shift premium will be paid in addition to the basic day rate as appended in Appendix A. Saturday, Sunday, and Union holidays shall not be included in the shift system and the rate of pay for those days will be as per Clause 8:01.
- 9:07 Except when caused by the change of a shift, an employee required to work beyond his eight (8) hour period, will be paid at the rate of time and one-half of the basic day rate for the first four (4) hours he is required to work and double time for hours in excess of this four (4) hours. Employees who are unable to report for work at the regular starting time must report such absence to the Employer at least two (2) hours prior to the start of his shift.

ARTICLE 10            Holidays and Overtime Rates

- 10:01 Saturday and Sunday Work: The rate of pay for work performed on Saturday and Sunday shall be as per Clause 8:01.

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10:02 The following is a list of **holidays**;

- |                         |                           |                        |
|-------------------------|---------------------------|------------------------|
| - <i>New Years Day</i>  | - <i>Memorial Day</i>     | - <i>Armistice Day</i> |
| - <i>Good Friday</i>    | - <i>Regatta Day</i>      | - <i>Christmas Day</i> |
| - <i>Victoria Day</i>   | - <i>Labour Day</i>       | - <i>Boxing Day</i>    |
| - <i>St. John's Day</i> | - <i>Thanksgiving Day</i> |                        |

10:03 Payment of **Statutory Holidays** shall be made on the basis of three and one-half percent (3½%) of the total hours worked multiplied by the basic hourly rate of pay. This payment will be made on the regular weekly payroll.

10:04 Work may be performed at the Employer's request on the above holidays and paid on the following basis:

- (1) **Christmas Day and New Years Day - Five (5) times the basic day rate for all hours worked between 8:00 a.m. and 11:00 p.m.**
- (2) **Regatta Day and Labour Day - Three (3) times the basic day rate for all hours worked with the exception of meal hours which shall be paid at three and one-half (3½) times the basic day rate. Should work continue past 11:00 p.m. on a straight through basis on these days, the same prevailing rate shall apply.**
- (3) **Good Friday, Victoria Day, St. John's Day, Memorial Day, Thanksgiving Day, Armistice Day and Boxing Day - two and one-half (2½) times the basic day rate for hours worked from 11:00 p.m. to 7:00 a.m., and two (2) times the basic day rate for hours worked from 8:00 a.m. to 11:00 p.m. except that three (3) times the basic day rate shall apply to meal hours worked.**
- (4) **When New Years Day, Memorial Day and Armistice Day fall on a Saturday or Sunday, the holiday will be observed on the Monday following. However, if Christmas Day and/or Boxing Day fall on Saturday or Sunday, those holidays will be observed on Monday and/or Tuesday following. It is agreed that if Christmas Day and Boxing Day fall on a weekday, that the next calendar day immediately following Boxing Day will also be a holiday. It is agreed that the rate of pay on any of these replacement days will be two (2) times the basic day rate.**

10:05 If **St. John's Day, Thanksgiving Day, Victoria Day** fall on a Saturday or Sunday, the holiday shall be observed on the day proclaimed and the rates of pay for the proclaimed holiday shall be as per Clause 8:01.

10:06 No work shall be performed between 5:00 p.m. on **Christmas Eve** and 8:00 a.m. on **Christmas Day** and 5:00 p.m. on **New Years Eve** and 8:00 a.m. on **New Years Day**.

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- 10:07 (a) All men required for ship work on Saturday, Sunday and the above holidays, as an initial Call-out, will be paid a minimum of four (4) hours pay. In case of a ship finishing up, they shall not receive less than two (2) hours pay.
- (b) All men required for land-based work on Saturday, Sunday and the above holidays, will be paid a minimum for four (4) hours pay for any work performed.
- 10:08 The above holidays shall be observed on the dates proclaimed, except when New Years Day, Memorial Day, Armistice Day, Christmas Day, or Boxing Day fall on a Saturday or a Sunday, they will be observed in accordance with Article 10:04, paragraph 4.

ARTICLE 11            Calling and Commencement of Work

- 11:01 When men or gangs are required, the terms and conditions pertaining to the calling, commencement and continuity of work will be as per Article 11 of the general agreement.
- 11:02 When men or gangs are required for any period and it has not been possible to order in accordance with Article 11 of the general agreement, then such men or gangs may be ordered by contacting the foreman, the Union President or his nominee and the men or gangs shall shape-up at the specified time. For these call-outs, a four (4) hour minimum shall be paid at the prevailing rate. Pay will revert to the beginning of the work period.

ARTICLE 12            Rules Governing Hiring, Replacement and Dismissal Procedures

- 12:01 (a) All foremen called to hire gangs will be entitled to a minimum of four (4) hours pay, but they must be available for work during the entire period. This also applies to make-up foremen at the 11:30 a.m. and 4:30 p.m. shape-ups. Foremen must be finished up with the gang.
- (b) Provided he meets the required qualifications, a make-up foreman, for ship work, will normally be chosen from the gang in which he works.
- 12:02 All orders to the men shall be issued through their gang foreman, who in turn will be subject to orders from the Employer's Superintendent or his Representative, except in the case of special work when the Superintendent may give orders directly.
- 12:03 All men required ~~for~~ ship work will be hired under the shape-up system.
- 12:04 If any man leaves his work or is dismissed before the gang to which he is attached has completed its job, the foreman shall, except between the hours of 11:00 p.m. and 7:00 a.m., immediately notify the Union so that through the authorized representative of the



Union, another man may be employed in his place.

The foreman between the hours of 11:00 p.m. and 7:00 a.m. and on holidays, may obtain replacement by telephoning or sending for the number of men required. On the forenoon immediately following, the foreman shall advise the Union President of the name or name5 of those men not reporting.

12:05 If replacing a man dismissed and a substitute is available and reports for work within the half hour, he will be paid for the hour. If the man reports for work after the half hour, his pay will commence at the beginning of the next hour.

12:06 Employment of Casual Men: When a labour shortage exists and casual men are hired to meet the Employer's needs, the Employer will notify the Union no later than 11:30 a.m. and 3:30 p.m. and if Union men are available, the casual employee will be dismissed at the end of the work period. Casual men may be dismissed at any time providing they have received a minimum of four (4) hours pay. Replacement men will be paid for actual time worked subject to Clause 12:05.

When there are other shape-ups in the port, non-union men will not be hired until fifteen (15) minutes after the work period begins, but it is understood and agreed that work may commence at the beginning of the work period regardless of the number of persons who actually shape-up

12:07 (a) The Union agrees that it will not uphold incompetence, insubordination, shirking of work, absenteeism, pilfering or broaching of cargo, consuming intoxicants (including alcohol and drugs) on the job or reporting for work under the influence of same or failure to perform work as required, under the terms of this Agreement. An employee may be discharged or otherwise dealt with, as the Employer sees fit, for committing any of the above offenses or for any other reasonable cause. A claim by an employee that he has been disciplined without just cause may be the subject of a grievance. A man suspended for any of the above infractions shall not be allowed to work for any other Employer on the waterfront while under suspension.

(b) In the case of an employee disciplined for consuming intoxicants (including alcohol and drugs) on the job or reporting for work under the influence of same, by any Employer, it is agreed that the following disciplinary action will apply:

- 1st Offence - 1 week suspension
- 2nd Offence - 2 weeks suspension
- 3rd Offence - 1 month suspension
- 4th Offence - indefinite suspension

(c) These suspensions will be accumulative from Employer to Employer.

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ARTICLE.13            Disputes and Arbitration Procedures

13:01 **Permanent Joint Committee:** The Union shall appoint or otherwise select a **Disputes Committee** to consist of **three (3) members** and shall **notify the Association** of the names of the **members** of their **Disputes Committee** within **seven (7) days of the signing of this Agreement**. The Association shall likewise **select a Disputes Committee** to consist of **three (3) members** and shall notify the **Union** of their **names** within **seven (7) days** of the signing of this Agreement. It is **agreed** that **the Union and the Association may appoint or otherwise select a substitute** for any of the **members** of their respective **Disputes Committee** whenever **they deem substitution necessary,**

13:02 **Individual Disputes:**

- Step 1 -** Any dispute **between** one or more employees and an **Employer** shall be **immediately communicated verbally** to the Pier Superintendent.
- Step 2 -** **If the dispute is not resolved immediately at Step 1, then the Union may** formulate a grievance and present **same in writing** within the following **two (2) working days to the Manager** of the Employer concerned **who** will render **his decision in writing within the following two (2) working days,**
- Step 3 -** Within **two (2) working days** following the Manger's decision, the party wishing **to pursue the dispute** will **notify the Permanent Joint Committee** who will attempt to settle the dispute within **five (5) working days** following receipt of such notice.
- Step 4 -** **If the dispute is not resolved in Step 3, it may be submitted to** a sole arbitrator by notifying the **other party in writing** within ten (10) working days of **when a decision should have been reached** in Step 3 and a decision will be reridered **as** provided below.
- (a) **Any matter referred to arbitration under this Agreement, shall be submitted to a single arbitrator** who shall be chosen **having regard to his impartiality, his qualifications in the interpretations of the agreements and his familiarity with the industry matters.**
- (b) The party giving **notice of desire to refer a matter to arbitration shall, within five (5) days of the date of giving such notice, contact the arbitrator, as provided for above, advising him of the matter to be arbitrated.** Within **fifteen (15) days of his appointment, or at such time that is acceptable to the Association and Union the arbitrator shall hold a hearing.**

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- (c) The party **giving** notice of desire to refer a matter to Arbitration shall include in the **written** notice given to the other party, the **names** of at least three (3) persons for the consideration of the other party as an Arbitrator. Failing agreement on **such an** arbitrator, The Federal Minister of **Labour**, on the request of either party, **may appoint an Arbitrator.**
- (d) The Arbitrator shall hear **and** determine the difference **or** allegations and **shall make a decision** within **seven** (7) days, **or** within such other **period as** the parties **may agree** upon or the arbitrator may reasonably require, following the hearing. The decision of the Arbitrator shall be **final and binding upon the parties.**

13:03 Should an Employer wish to **file** a dispute **alleging** violation of this **Agreement**, he may do so by commencing at Step 3 of **this** procedure and submit the dispute in Writing to the Permanent Joint Committee. A request for arbitration **may** be initiated by **either the Union** or the Association.

13:04 General Disputes - Should a dispute **arise** between **the** Union and the Association, the matter shall be discussed between the Union and the Association with a view to **resolving the** dispute. If no settlement can be reached within ten (10) working **days**, then the dispute will be handled in accordance **with** the procedures **laid out** in Step 4 of Clause 13:02.

13:05 The arbitrator's **fee** and expenses **will** be equally divided between the parties.

13:06 **The** Arbitrator shall have jurisdiction over **any** question relating **to** the interpretation or application of any clause of this Agreement **and** the implementation **of** the Arbitration decision, but the Arbitrator shall in no **case** be empowered **to** amend, **modify**, add to or **delete** any part of **this** Agreement.

13:07 The Permanent Joint **Committee** shall not alter, modify or **amend** any part of **this** Agreement.

13:08 Pending disposal of a dispute in accordance with the above procedure, the **men** shall continue to work as instructed by the Employer and the Employer agrees not **to** withhold any **wages**.

13:09 (a) **Failure to follow** the above procedure, within **the** time limits **agreed** on, **shall** be conclusive evidence of the **abandoning or non** existence of a dispute or grievance.

(b) **Any** of the time limits referred **to** in **this** Article **may** be extended by **mutual** agreement, in writing, between the parties to this Agreement.

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**ARTICLE 14**      **Lunch Room Facilities**

- 14:01 The Employer agrees to provide all employees with a lunchroom, sanitary toilet facilities, and lockers to hang their clothes.
- 14:02 Individual companies shall have flexibility to arrange coffee breaks to comply with their operation.
- 14:03 When a gang or gangs are on stand-by of one and one quarter (1¼) hours or more into a work period, a coffee break will have been deemed to have been taken during that period and no other coffee break will be expected or granted.

**ARTICLE 15**      **Vacation Pay**

15:01 Vacation benefits will be calculated on wages earned from January 1<sup>st</sup> to December 31<sup>st</sup> in each year. Such benefits will be paid directly to the men by the Employer not later than February 15<sup>th</sup> of each year on the basis of the rates of pay and benefits that are in effect in the general cargo agreement on the operative dates of this agreement:

- |                           |   |                      |
|---------------------------|---|----------------------|
| 1. Regular Union Members  | - | 9% of gross earnings |
| 2. Temporary Card Members | - | 8% of gross earnings |
| 3. Casual Help            | - | 4% of gross earnings |

Vacation payment date is subject to change by mutual agreement between the Company and the Union,

**ARTICLE 16**      **Union Dues and Shop Stewards**

- 16:01 The Company agrees to deduct from each employee's pay, payable to him during the life of this Agreement, such amounts as may be certified, in writing, as being the amount of Union Dues, currently payable.
- 16:02 Union Dues deducted by the Company shall be remitted to the Union on each payday, together with such details and explanations as may be reasonably required.
- 16:03 The Company shall have no financial responsibility for fees or dues of an employee unless there are sufficient unpaid wages of that employee in the Company's hands.
- 16:04 The Company will, upon the written notification of the Union, recognize one (1) steward for each supply base.

16:05 The Employer will pay into a hiring hall fund an amount to be appended. Such funds shall be submitted to the Union quarterly.

ARTICLE 17            Pension and Insurance Plans

17:01 The Pension Plan, the contributions to the Plan, the Insurance Plans and the premium cost will be the Plans in the General Agreement on the operative date of this agreement.

ARTICLE 18            Pay Agent

18:01 The Union accepts that the St. John's Shipping Association has employed Maritime Data Center to operate as their agent in the compilation and payment of weekly payroll and the Association retains the right to change to another pay agent if the new agent is more advantageous. As payment agent, Maritime Data Center is responsible for all statutory deductions and remittances of government bodies.

ARTICLE 19            Bereavement Leave

The terms and conditions ~~of~~ bereavement leave will be the same as in the General Agreement.

ARTICLE 20            Duration of Agreement

20.01 The duration of this Agreement shall be eight (8) years, consisting of two (2) ~~four~~ (4) year terms, commencing with the start of work.



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- 17 -

In Witness Whereof the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives at the City of St. John's, in the Province of Newfoundland and Labrador this 5 day of May 1995.

*[Handwritten initials]*  
*[Handwritten initials]*

For the Company

For the Union

*[Handwritten signature]*  
*[Handwritten signature: John MacKeown]*  
*[Handwritten signature: Hamu-lev]*

*[Handwritten signature]*  
*[Handwritten signature: Thomas Penney]*  
*[Handwritten signature: David Sherman]*  
*[Handwritten signature: Patma m...]*

- 18 -

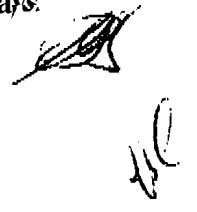
APPENDIX A

RATES OF PAY

(a) Shift Work

- 8 - 4 - Basic Day Rate
- 4 - 12 - Basic Day Rate + \$2.00
- 12 - 8 - Basic Day Rate + \$4.00

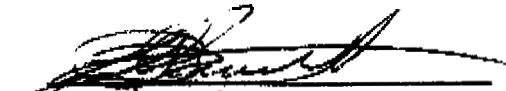


(b) Shift premiums referred to above shall not be deemed to be part of an employees regular hourly rate in the calculation of overtime or holidays.

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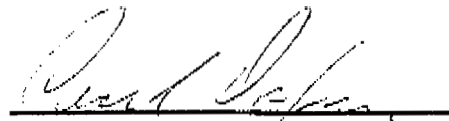
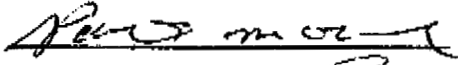
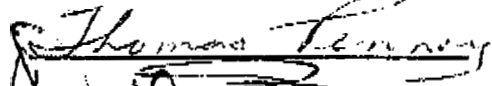
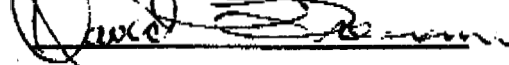
**LETTER OF AGREEMENT**

Further to the development of a separate agreement for Offshore Supply Base work, this letter serves to confirm that both the Company and the Union agree that any changes negotiated in the General Cargo Agreement pertaining to minimum hours of pay and monetary benefits, as per Clause 8:01, will be incorporated into the Offshore Supply Base agreement,

**For the Company**

  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_

**For the Union**

  
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\_\_\_\_\_