

General Working Agreement

Between

" NONE CEASE TO RISE . . . BUT THOSE WHO CEASE TO CLIMB "



Longshoremen's

Protective Union

L.S.P.U. Local 1953 I.L.A.

And

THE ST. JOHN'S SHIPPING ASSOCIATION

FOR Jan. 01- 2001- Dec.-31- 2006

LSPU Executive:

President	.....	John Williams
Vice-President	.....	Dennis Howell
Recording Secretary	.....	Tom Penney
Secretary Treasurer	.....	Harry Whitten
Trustee	.....	Harold Moore
Trustee	.....	Wayne Dillon
Trustee	.....	Ernie Snow

TABLE OF CONTENTS

ARTICLE 1 – GENERAL PURPOSE OF THE AGREEMENT	1
ARTICLE 2 – STRIKES AND LOCKOUTS	2
ARTICLE 3 – RECOGNITION.....	3
ARTICLE 4 – EMPLOYERS WORKING ARRANGMENTS.....	7
ARTICLE 5 – HOURS OF WORK AND MEAL HOURS	9
ARTICLE 6 – GUARANTEES	11
ARTICLE 7 – GANG SIZE AND SLING LOADS.....	15
ARTICLE 8 – MECHANICAL AND MANUAL EQUIPMENT	21
ARTICLE 9 – RATES OF PAY	22
ARTICLE 10 – HOLIDAYS AND OVERTIME RATES.....	27
ARTICLE 11 – RULES GOVERNING CALLING, COMMENCEMENT AND CONTINUITY OF WORK.....	29
ARTICLE 12 – RULES GOVERNING HIRING, REPLACEMENT AND DISMISSAL PROCEDURES.....	34
ARTICLE 13 – RULES GOVERNING SIGNALING.....	38
ARTICLE 14 – DISPUTES AND ARBITRATION PROCEDURES.....	38
ARTICLE 15 – LUNCH ROOM FACILITIES.....	42
ARTICLE 16 – UNION MEETINGS	42
ARTICLE 17 – VACATION PAY.....	43
ARTICLE 18 – UNION DUES AND SHOP STEWARDS.....	43
ARTICLE 19 – PENSIONS	44
ARTICLE 20 – PAY AGENT	46
ARTICLE 21 – BEREAVEMENT LEAVE	47
ARTICLE 22 – CASUAL RATE.....	48
ARTICLE 23 – INSURANCE PLANS.....	48
ARTICLE 24 – TECHNOLOGICAL CHANGE.....	49

ARTICLE 25 – LABOUR – MANAGEMENT COMMITTEE	49
ARTICLE 26 – DURATION OF AGREEMENT	51
<u>APPENDIX A - RATES OF PAY</u>	
UNION MEMBERS.....	52
TEMPORARY CARDS.....	53
<u>LETTER OF AGREEMENT</u>	
RE: RAINGEAR, COVERALLS & HARD HATS.....	54
<u>LETTER OF AGREEMENT</u>	
RE: FIVE GANGS	56
<u>LETTER OF AGREEMENT</u>	
RE: PARKING.....	57
<u>LETTER OF AGREEMENT</u>	
RE: LIFTING OF TWO (2) CONTAINERS	58
<u>LETTER OF AGREEMENT</u>	
RE: LOCKERS.....	59
<u>LETTER OF AGREEMENT</u>	
RE: PENSION CONTRIBUTIONS & ASSESSMENTS.....	60
<u>LETTER OF AGREEMENT</u>	
RE: ACCIDENTAL DEATH & DISMEMBERMENT.....	62
<u>LETTER OF AGREEMENT</u>	
RE: RETIREE MEDICAL SUPPLEMENT FUND.....	63
<u>LETTER OF AGREEMENT</u>	
RE: TEMPORARY CARDS ADVANCING TO UNION STATUS – “C” CLASS.....	64
<u>LETTER OF AGREEMENT</u>	
RE: RETRO PAY & BUMPING PROCEDURE	65
<u>LETTER OF UNDERSTANDING</u>	
RE: SPECIAL CIRCUMSTANCES RELATED TO SCOPE OF WORK OF L.S.P.U LOCAL 1953 I.L.A. IN THE PORT OF ST. JOHN’S.....	66
<u>LETTER OF UNDERSTANDING</u>	
RE: PUMPING ACTIVITY RELATED TO BULK PRODUCT TRANSHIPMENT	68
<u>LETTER OF UNDERSTANDING</u>	
RE: SCOPE OF ARTICLE 3.02 AS IT RELATES TO REMOTE OPERATED VESSEL/VEHICLES (R.O.V), AND SYSTEMS THAT OPERATE FOR SUCH PURPOSE FOR THE OFFSHORE OIL INDUSTRY, UNDER SUPPLY BASE AGREEMENT.....	69

COLLECTIVE AGREEMENT

between

**ST. JOHN'S SHIPPING ASSOCIATION LIMITED
(CARGO OPERATORS)
(Hereinafter referred to as the "Company")**

and

**THE INTERNATIONAL LONGSHOREMAN'S
ASSOCIATION OF ST. JOHN'S, NEWFOUNDLAND,
LOCAL 1953 ILA
(Hereinafter referred to as the "Union")**

Jan. 01-2001 - Dec. 31-2006

ARTICLE 1 – GENERAL PURPOSE OF THE AGREEMENT

1:01 – This Agreement supersedes all existing and previous contracts and customs except as specifically incorporated and carried forward herein.

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.

ARTICLE 2 – STRIKES AND LOCKOUTS

2:01 – The Union agrees that during the lifetime of this Agreement there shall be no strike, slowdown, or stoppage of work either partial or complete and the Association agrees that 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.

2:03 – For the purpose of this Article, the word “Strike” includes (a) cessation of work or a refusal of/to work or to continue to work by the employee in combination or in concert or in accordance with a common understanding, and (b) a “Slowdown” of work or other concerted activity on the part of the employees in relation to the work that is designed to restrict or limit output.

2:04 – “Lockout” means the close of a place of employment done to compel employees to agree to terms or conditions of employment.

ARTICLE 3 – RECOGNITION

3:01 – The Association recognizes the Union as the exclusive bargaining agent for all its employees employed at the Port of St. John's, Newfoundland and working for members of the St. John's Shipping Association. The Union recognizes the St. John's Shipping Association as the exclusive bargaining agent for its members in the Port of St. John's, Newfoundland.

3:02 –

- (a) The Association agrees that all work in the loading or discharging of cargo and ballast, other than water ballast, from ships of all types calling at the Port of St. John's, including but not limited to, conventional cargo vessels, sideport vessels, Roll on/Roll off vessels, Oil Rigs, Offshore Service Tugs, Container Ships, Bulk Carriers and Seismographic Boats, the cleaning of holds, the loading and discharging of dunnage, the shifting of cargo whether on deck or in the holds, the handling of mail, baggage or express goods, the topping of derricks and rigging for the cargo lifting other than done by ship's personnel, the checking of cargo, the receiving and delivery of cargo to and from truck tailgate, the loading or unloading of utilized loads and containers to and from truck transports, the moving and shunting of trailers on the terminal, the handling of cargo in the Shed or on the Terminal and the operation of Company-owned or Company leased equipment, when applied to the foregoing, shall be performed by members of the Union. It is understood and agreed that, in the event it becomes necessary

after normal hours, Home Hardware trailers may be moved or shunted by their driver in order to gain access to the required trailer(s) and that, should this occur, the Union would not seek compensation nor initiate a dispute.

It is further agreed that the following will be defined as ships supplies, when they are for the vessels' own use: engine parts, food supplies, fuel, water, winch cable, lubricants, paint and rope for the vessels' own moorings.

It is agreed, however, that ship's personnel may handle dunnage and clean holds after a hatch or compartment has been completed.

- (b) It is agreed that the loading and off loading of containers and trailers (with the exception of air freight) at Company owned or leased sheds will be performed by Union members and the companies can utilize any Union employee on or off that terminal, who is working at that time, to perform this work.

3:03 –

- (a) The Union also agrees that, in the mutual interest of the Union and the Association in the future operations of the Port, it will henceforth maintain a level of qualified regular membership sufficient to meet the normal labour requirements in the Port.
- (b) The Association agrees to train members of the Union where and when there is a necessity.

3:04 – 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 his work force.

3:05 - 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 number of Union men for their needs or if such other Employer does not abide by all the terms and conditions of this Agreement including payments for vacations, pension fund, hiring hall fund and the medical plan on the same basis as paid by members of the St. John's Shipping Association Limited.

3:06 –

- (a) 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. Disregard of this rule by the Union President, or his nominee, shall constitute a grievance and shall be dealt with in a private, non-abusive, manner and in moderate speech.
- (b) The parties agree that individuals in the workplace should be treated with respect. It is further agreed that the Employer's and Union's representatives will conduct all discussion in a private, non-abusive manner and in moderate speech.

3:07 – On days when a vessel is working in the port and in a situation where a yardman is not available, a qualified mechanic may move any motorized equipment to and from the garage for maintenance work or repairs. This includes top lifts, reach stackers, forklifts and shunt trucks only. No Third Party operators shall be permitted, required or expected to operate any equipment at any time. i.e. City Tire, etc.

ARTICLE 4 – EMPLOYERS WORKING ARRANGEMENTS

4:01 – 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 employee's 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 just cause or to release employees for other legitimate reasons, the right to introduce new and improved methods and to generally manage the operations, is vested exclusively in the Employer.

4:02 – The men shall be flexible and interchangeable to the extend that during a work period, they will perform any and all work collectively or individually when and as directed by the Employer. The men may be displaced from the hold of a ship to the shed and vice versa, or from one hatch to another, or from one ship to another during any working period always subject to Clauses 6:08, 7:02 and the terms of this Agreement.

4:03 – Work on any vessel may commence, stop or resume at the discretion of the Employer, but within the terms of this Agreement.

4:04 – The Employer shall decide the number of hatches he wishes to work on any vessel at any time, the number of gangs he wishes to employ to perform the loading and discharge of vessels, how the men in the gangs will be deployed on the ship and on shore to perform this work, how all work will be performed in connection with the loading and unloading of vessels, trucks and containers, the method of receiving and delivery of cargo and the handling of all freight on the terminal, always subject to the terms of this Agreement.

4:05 – The employer will be sole judge of the competency of his employees.

4:06 – It is agreed that Supervisors will not physically manhandle cargo at any time nor will they physically check cargo or sort cargo on receipt or delivery or operate equipment for the moving of cargo. It is agreed, however, that it is within a Supervisor's responsibility to direct the men engaged in shed and/or yard operations, search out cargo in the shed and/or yard, and to know where all consignee's cargo is located. It is further agreed that it is a Supervisor's responsibility to spot check on receipts and deliveries to assure that checker's work is being accurately performed.

ARTICLE 5 – HOURS OF WORK AND MEAL HOURS

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

Work Period

From 8:00 a.m. to 12:00 p.m.

From 1:00 p.m. to 5:00 p.m.

From 6:00 p.m. to 10:00 p.m.

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

Meal Hours

12:00 p.m. to 1:00 p.m.

5:00 p.m. to 6:00 p.m.

10:00 p.m. to 11:00 p.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) The Employer agrees to the division of the working day into shifts of twelve and eight hours, provided that in the case of a ship finishing up, it would be permissible to work up to sixteen hours. In such a case, if a gang is working beyond twelve hours and into the late night period 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 resume and may continue beyond 3:00 a.m. then three 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-mentioned does not preclude the use, on the same vessel, of two 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 goes 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 for at 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. All men not required after the meal hour shall be so notified when leaving work.
- (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 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.

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. When a gang or gangs are already working and are ordered back for the following day, they shall be paid four (4) hours at the prevailing rate. This shall apply on weekends and holidays. This shall not apply to being ordered back for the 11:00 p.m. period, in this case the gang or gangs shall be paid a minimum two-hour period. This shall not apply to land-based personnel.

6:02 – When men are called to work for 6:00 p.m. and/or 11:00 p.m., they shall be paid for the full period at the prevailing rate, except when weather or mechanical breakdown on 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 rate.

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 their 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 hatch or vessel compartment with whatever number of men are available. It is understood that when men become available to complete the 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 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, each 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. There shall be no further bumping due to medical reasons.

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 – Men employed under the shape-up system will not be required to moor or unmoor vessels. However, men employed under the Shape-up agree to handle vessels' lines when vessels are being moved from one berth to another during working hours.

6:10 – If an employee works another boat that is shaping-up at the same time his regular gang is shaping-up, he shall automatically lose his status with his regular gang. Also, if an employee who normally shapes up with a gang misses three (3) boats, he will lose his status with his regular gang. This applies only to a fourteen (14) man gang.

6:11 – With the exclusion of designated foremen, when hiring, preference for ship work on weekends and holidays, will be given to those employees who are not regular landbased personnel. Landbased personnel may be hired when there is a shortage of Union men in the shape-up. "Land-based men who are hired in the shape up shall be replaced when non-land – based Union men become available. They shall be placed in the position by the foremen after non- land-based Union men are placed". It is understood the Union will police this Article.

ARTICLE 7 - GANG SIZE AND SLING LOADS

7:01 –

- (a) In the case of operations which involve the loading or discharging of cargo from vessels as described, the minimum size gang to be employed shall be as follows:

Conventional Vessels, general cargo	- 1 foreman plus 14 men
Sideport Vessels, general cargo	- 1 foreman plus 14 men
Roll on / Roll off Vessels, wheeled units	- 1 foreman plus 14 men
Weather Deck (effective January 1, 1997)-	- 1 foreman plus 12 men
Oil Rigs	- 1 foreman plus 14 men
Container Ships	- 1 foreman plus 10 men
Offshore Service Tugs	- 1 foreman plus 8 men
Bulk Cargo (salt)	- 1 foreman plus 12 men (Including trimmers)
Bulk Cargo (other than salt)	- 1 foreman plus 4 men

- (b) In the event a gang is not available or a ship is finishing up, a weather deck gang would be permitted to work up to four (4) trailers on a main deck. In this event, the gang will be compensated a premium of one-half (1/2) times the regular rate for actual time worked with a one (1) hour minimum.

A weather deck gang may be utilized as an addition to a gang working cars but will not be used to replace that gang in the present or subsequent work periods.

7:02 –

- (a) It is agreed that when working with a fourteen (14) man gang, eight (8) men will be employed in the hold of a conventional vessel when loose break-bulk cargo is being handled in or out of such vessel's hold and that six (6) men will be employed in the hold in the case of steel or unit load cargo.
- (b) When working with a fourteen (14) man or weather deck gang, the checker and crane operator (when he is a Union man) will be included in the fourteen (14) man or weather deck gang.

7:03 – The basic number of men to be employed when handling all types of bulk Cargo, per unit of discharge, other than those listed below, shall be four (4) men, excluding foreman. Trimmers, as when and if required, will be employed in units of four (4) men with a four (4) hour minimum. These men can be dispensed with at the end of any working period or completion of ship.

7:04 – Salt – Twelve (12) men, including trimmers, excluding foreman, per discharging Unit. Fifteen (15) men, including trimmers, when vessels with salt between-decks.

7:05 – The following are the number of men to be employed loading bagged salt aboard vessels:

0-50 tons Landbased men
Over 50 tons7 men

Cargo will not be trimmed while bag cargo is being hand-stowed.

7:06 –

- (a) Additional men may be ordered and employed as required by the Employer either on the ship or ashore.
- (b) Additional men may be dispensed with at anytime provided they have received a minimum of four (4) hours pay.

7:07 –

- (a) A container vessel is defined as a ship which carried containers only.
- (b) When a container boat is being worked by more than one crane, a container gang will be hired for each crane working.
- (c) A checker and a crane operator will be hired with a container gang in addition to the container gang as defined in 7:01.

7:08 –

- (a) When employing a gang for the handling of general cargo from the hold or deck of a vessel to the place of rest or vice versa, the sling load shall be 2,500 lbs., 10% more or less.
- (b) In the case of a single piece or package including unitized cargo packages, there shall be no weight restrictions.

- (c) The weight of sling loads of drill pipe and casings shall not exceed the safe working capacity of the ship's gear or other mechanical equipment employed in its handling as certified and checked by the tackle inspectors of the Department of Transport (This applies to drill pipe and casings only).
- (d) When handling fish, two (2) pallets to a sling load of 3,000 lbs. is permissible. If fish is pre-packaged on pallets and is to be stowed by forklift in the cargo hold as a unit, then two (2) pallets can be slung without weight restrictions.
- (e) When handling the following commodities, the sling load shall be as indicated:
- | | |
|------------------|----------------------------|
| Lumber | - 2 bundles |
| Paper | - 2 rolls |
| Bulk Commodities | - 2 bulk bags or 2 pallets |
| Steel | - 2 bundles |
- (f) Notwithstanding the above, the weight of sling loads shall not exceed the safe working capacity of the ship's gear or other mechanical equipment employed in its handling as certified and checked by the tackle inspectors of the Department of Transport and its Safety Officers.

7:09 –

- (a) When men are employed for the handling of cargo, it is agreed that on vessels where it is practical to do so and at the discretion of the Employer, the loading and discharge of cargo may be carried out simultaneously to the same hold or vessel compartment. The deployment of men shall be at the discretion of the Employer.
- (b) In the case of Ro-Ro vessels a conventional gang will work any two decks at the same time.
- (c) On Ro-Ro vessels it is agreed that four (4) men shall be used on each deck for lashing. When the A.S.L. Sanderling requires additional lashings for the main deck during the winter season, one (1) additional man will be applied to the main deck gang during the reloading process, on each side of the ship. Should the reloading process begin during a work period, the men will be called to work for the subsequent work period. It is agreed that the loading back will not be delayed, waiting for the additional men.

7:10 – Men may be dispensed with at any time providing 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.

7:11 –

- (a) It is agreed that in the case of Offshore Service Tugs, where cargo must be physically manhandled for stowing or making up slings for discharge, a gang of one (1) foreman and eight (8) men will be employed.
- (b) When fifty or more loose drums of oil are to be loaded on Offshore Service Tugs, a conventional gang will be used. When less than fifty drums of oil are to be loaded, an Offshore Service Tug gang will be used.
- (c) In the case of Offshore Service Tugs, men may work as many vessels as required without a shape-up.

7:12 –

- (a) When working a reefer vessel, loading or unloading 250 tons or less, the conventional fourteen (14) men will be used on a four (4) up and four (4) down basis.
- (b) When more than 250 tons are loaded, four (4) additional men will be hired to the conventional gang size and will work on a four (4) up and eight (8) down principle, twenty (20) minutes up and forty (40) minutes down.
- (c) A conventional fourteen (14) men gang will be used to load utilized cargo aboard a reefer vessel on a four (4) down and two (2) up basis.

ARTICLE 8 – MECHANICAL AND MANUAL EQUIPMENT

8:01 – 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.

8:02 – In the case of bulk cargo, there shall be no lift restrictions except that imposed by mechanical equipment.

8:03 – When lift trucks and pallets are used in the loading or discharging of cargo, the weight of the sling load and size of gang shall be as outlined in Article 7.

8:04 – Hatch beams must be taken off, bolted or properly secured, for the protection of men when working in the hatch.

ARTICLE 9 – RATES OF PAY

9:01 – The wage rates for work performed under this Agreement are contained in Appendix “A” and shall form part of this Agreement.

9:02 – Dirty and Obnoxious Cargo: Men manhandling cargo as listed below will be paid a firm premium of \$1.00 per hour over the prevailing hourly wage rate for actual time worked in manhandling this cargo.

Tar	Bagged zinc sulphate
Creosoted wood	Bagged lime
Non corrode pipe	Bagged whiting
Bagged Soda Ash	Bagged lamp black
Bagged chrome shale	Bagged zinc oxide
Bagged Barytes	Bagged gold concentrate
Bagged fertilizer	Bagged cement
Bagged nitrate sulphur	Green hides
Bagged copper sulphate	Poison spray ingredients
Charcoal	Bagged drilling muds
Nitropohohills - aeroprills	

9:03 – Refrigerated Cargo: All men when physically manhandling cargo, when temperatures in the ship’s refrigerated chamber(s) is 30 degrees Fahrenheit or less, shall be paid a premium of \$0.18 per hour over the basic hourly rate for actual time worked in handling this cargo.

9:04 – Cleaning and Sweeping Holds: The hourly rate of pay for men employed cleaning and sweeping the holds of ships will be as appended.

9:05 – Ships with Cargo on Fire: The hourly rate of pay for men employed on vessels with cargo on fire or cargo which has been on fire shall be three and one half (3 ½) times the basic day rate. This rate is to apply to all holds or compartments affected by fire, gas, steam, smoke, water or oil. The Employer will supply rubber boots and suitable waterproof clothing to all men working directly on such cargo. This rate shall apply only for the actual time worked (but not less than two hours) discharging or reloading the same cargo in the affected holds or compartments.

9:06 –

- (a) Wrecked or stranded Vessels: Three and one half (3 ½) times the basic day rate will be paid for work on wrecked or stranded vessels. This rate will be paid from the time men leave the pier until they return thereto. This rate does not apply to vessels wrecked or stranded outside the harbour when special arrangements will be made.
- (b) It is agreed that the Employer and the Union shall jointly determine the nature and extent to any damages or movement and whether or not the above rate applies. Each vessel will be judged on an individual basis. In the event that the Employer and the Union cannot agree, a representative from the Health and Safety division of Labour Canada shall be consulted to assess the level of the danger associated with the work. If agreement is still not reached, either party may avail of the disputes procedure in this Collective Agreement.

It is agreed that the implementation of this clause shall not apply to vessels with minor movement of or damage to cargo.

9:07 –

- (a) When an employer has a requirement for employees to work at landbased work, on a regular basis, he will post a notice of such requirements for a period of five (5) calendar days. The employer will notify the Union of the name of the successful applicants.

The Employer shall select and hire the men that he requires for land based work from the Union membership, subject to their meeting the Employer's qualifications. The Employer will give first consideration to those Union members with the necessary **seniority, qualifications, skills, abilities** who have applied in writing, to the Employer for Land based work **with Class "A" seniority as being prior to March 1, 1989 and Class "B" seniority as being after March 1, 1989 and before January 1, 1996. The successful applicant will have a period or thirty days to demonstrate that he has the aptitude and capability to perform the necessary duties.**

- (b) When additional men or replacements are required, they will be chosen and hired in the same manner.
- (c) When the Employer needs men for Landbased work, on a casual basis, he shall order such men from the Union hall. If five (5) or more men are ordered, they shall be hired by a Union member who shall remain with the men. If four (4) or fewer men are ordered they will be hired by a Union member, nominated by the Company, who after hiring the required men will return to this former position.

9:08 – All terms and conditions of this Agreement, except the method of hiring and supervision, have the same application to men employed for landbased work as for men employed at any other work on the Employer's premises.

9:09 – When men are employed for landbased work, they will be hired as indicated above and paid wages as per the Appendix. Men will be told by their Supervisor when leaving work when they will not be required for the next period.

9:10 – When men are hired to perform landbased work at any of the work periods outlined in 5:01, they shall be entitled to receive a minimum of four (4) hours pay.

9:11 – In the case of landbased work, an Employer shall have the option of putting his landbased work on a one (1) or two (2) or three (3) shift basis, subject to notifying the Union in writing at least fifteen (15) days in advance of his intention to do so. Should the Employer wish to return to working arrangements outlined in 5:01, he must give the Union fifteen (15) days advance notification of this intention to do so. If two (2) or more shifts are worked, the hours of work shall be as follows:

Work Period

Between the hours of
8:00 a.m. and 4:00 p.m.

Between the hours of
4:00 p.m. and 12:00 midnight

Between the hours of
Midnight and 8:00 a.m.

½ Hour Meal Period

Between the hours of
11:30 a.m. and 1:30 p.m.

Between the hours of
7:30 p.m. and 9:30 p.m.

Between the hours of
3:30 a.m. and 5:30 a.m.

9:12 – When operating under two (2) or three (3) shift system as outlined in 9:12, the men shall be rotated on a weekly basis between the shifts worked to ensure a fair distribution of work of each shift amongst the men.

9:13 – It is agreed that the Employer shall have the right to vary the number of men he will employ on any given work period or shift depending on his requirements to meet the needs of his operations.

9:14 – In the case of the day shift, any man required to work beyond his eight (8) hour period will be paid at the rate of time and one half (1 ½) the basic day rate for all hours he may be required to work in excess of eight (8) hours always subject to Clause 5:03.

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 appended.

10:02 – The following is a list of Holidays:

- | | |
|-------------------------|-------------------|
| 1. New Year's Day | 7. Regatta Day |
| 2. Thanksgiving Day | 8. Labour Day |
| 3. Good Friday | 9. Armistice Day |
| 4. St. John's Day | 10. Christmas Day |
| 5. May 24 th | 11. Boxing Day |
| 6. July 1 st | |

10:03 – Payment for statutory holidays shall be made on the basis of three and one half (3 ½) percent 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:

- (a) Christmas Day and New Year's Day – Five (5) times the basic day rate for all hours worked between 8:00 a.m. and 11:00 p.m.
- (b) 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 (3 ½) 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.

- (c) Good Friday, Thanksgiving, St. John's Day, May 24th, July 1st, Armistice Day and Boxing Day – Two and one half (2 ½) 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.
- (d) When New Year's Day, July 1st, 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 a Saturday or Sunday, those holidays will be observed on the Monday and/or Tuesday following. It is agreed that if Christmas Day and Boxing Day fall on a weekday, that the next calendar day following Boxing Day will also be a holiday. It is agreed that the rate of pay on any of those replacement days will be two (2) times the basic day rate.

10:05 – If St. John's Day, Thanksgiving Day, Victoria Day, fall on 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 9:01.

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 Year's Eve and 8:00 a.m. on New Year's Day.

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 the case of a ship finishing up, they shall not receive less than two (2) hours pay, except as outlined in 6:01 whereby men will be paid four hours at the prevailing rate when ordered back the next day on weekends and holidays.
- (b) All men required for landbased work on Saturday, Sunday and the above holidays will be paid a minimum of four (4) hours pay for any work performed.

10:08 – The above holidays shall be observed on the dates observed by the provincial government, except when New Year's Day, July 1st, Armistice Day, Christmas Day, or Boxing Day, fall on a Saturday or Sunday, they then will be observed in accordance with Article 10:04 (d) above.

**ARTICLE 11 – RULES GOVERNING CALLING,
COMMENCEMENT AND CONTINUITY OF WORK**

11:01 – When men are required for 8:00 a.m., the Union shall be notified by 4:30 p.m. the previous day, the number of gangs the Employer intends to put to work at the morning shape-up. The Employer will indicate to the Union which foremen will be working the vessel, and the men shall shape-up at the beginning of the work period.

11:02 – When men are required to report to work at 1:00 p.m., the Union will be notified, before 11:30 a.m. the same day, of the number of gangs the Employer intends to put to work at the 1:00 p.m. shape-up and the men shall shape-up at the beginning of the work period.

11:03 – When men are required to report for work for 6:00 p.m. and/or 11:00 p.m., the Union must be notified by 3:30 p.m. the same day and the men shall be hired not later than 4:30 p.m.

11:04 –

- (a) On a year round basis, when yardmen or gangs are required to work on a Sunday or Holiday falling on a Monday the shape up for this work assignment will be placed on the tape no later than 3:30 p.m. on Friday and the men or gangs will be hired at 4:30 p.m. on Friday. The call out time shall be determined no later than 5:00 p.m. on Saturday and posted on the tape at that time. In the event that a vessel does not arrive for discharge by Sunday then any person hired as a result of the 4:30 p.m. Friday shape up will be compensated, in lieu of the work assignment, (4) four hours pay at the prevailing rate.

- (b) On a year round basis, when men are required to work on a Saturday, the call shall be placed on the tape no later than 3:30 p.m. on Friday and the men will be hired at 4:30 p.m. on Friday, the call out time will be placed on the tape at 3:30.p.m.

11:05 – When men are required to work on a Union holiday other than a Monday, the Union must be notified by 3:30 p.m. the previous day and the men must be hired not later than 4:30 p.m.

11:06 – When men are required to report for work on a Monday, that is not a holiday, the Union shall be notified no later than 5:00 p.m. on Sunday and the call will be placed on the tape no later than 7:00 p.m. on Sunday. Men will shape-up at the beginning of the work period.

11:07 – When men are required to report for work on Tuesday, when Monday is a holiday, the Union shall be notified by 5:00 p.m. Monday, and the men shall shape-up at the beginning of the work period.

11:08 – When men are required for work on Christmas Day and/or Boxing Day, the Union shall be notified by 10:30 a.m. Christmas Eve and the men shall be hired not later than 11:30 a.m.

11:09 – When men or gangs are required to work at 8:00 a.m. on a week day that is not a Union Holiday the work order shall be placed on the tape no later than 4:30 p.m. the previous day and the men shall shape up at the 8:00 a.m. hire out.

11:10 – In the case of Offshore Service Tugs, when men or gangs are required to work for any period, and it has not been possible, due to circumstances beyond the control of the Employer, to order men in accordance with Clauses 11:01 to 11:09 of this Article, such men or gangs may be ordered by contacting the foreman or the Union President or his nominee and such men or gangs shall shape-up at the specified time. For these emergency call-outs, a four (4) hours minimum at the prevailing rates will be paid, with the exception that on weekends and Holidays the men and gangs will be paid a six (6) hour minimum at the prevailing rate.

11:11 – Men will be notified ten (10) minutes to the meal hour if the ship is working to a finish, the employer has three options at this time, (1) Notify men and gangs ten (10) minutes to the hour if finishing up, (2) notify men and gangs if working the meal hour, (3) Order back for the next work period.

11:12 – When men or gangs already at work are required for work on another vessel beginning work at 6:00 p.m. or after on a weekday or between 1:00 p.m. on Saturday and 11:00 p.m. Sunday or for 8:00 a.m. Monday in case of a Union holiday, the Union will be notified and the men will be ordered back for the start of the specified work period.

11:13 – When completing work on a ship, the same men or gangs which worked by day to 10:00 p.m. may continue and finish the work, provided the maximum hours stipulated under Article 5, Clause 5:03 are not exceeded.

11:14 – If work does not start at the specified hour, the men shall, unless work is cancelled, or they are required to stand by, be advised of the hour when it is proposed to start work. The starting hour must be at the beginning of a working period, otherwise pay to revert to the beginning of the work period.

11:15 – All men or gangs ordered shall be on the job at the start of each working period and shall remain on the job until dispensed with.

11:16 – When men are ordered for work at 6:00 p.m. or 11:00 p.m. on a ship finishing up, and weather or mechanical breakdown on shipboard or ashore does not permit work to be carried on, then the same gang or gangs may be ordered for the following morning at 8:00 a.m.

11:17 – Pay will commence with the start of the working period.

11:18 – When persons are required for landbased work at 6:00 p.m. or 11:00 p.m., orders to these men shall normally be given by their Supervisor between 4:30 p.m. and 4:50 p.m. When an emergency arises, a landbased person may be called by telephone and the Union advised the following morning.

**ARTICLE 12 – RULES GOVERNING HIRING,
REPLACEMENT AND DISMISSAL PROCEDURES**

12:01 –

- (a) The Employer shall hire the gang foremen and the men working in his gang through the foremen.
- (b) 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 may be finished up with the gang.
- (c) Provided they meet the required qualifications, make-up foremen, 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 foremen, 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. In the event of a foreman hiring a gang, the work shall be distributed on a relatively equal basis among men in any given gang, including the men attached to his gang as per terms and conditions of this agreement and subject to 12:03 and 12:07.

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 6:00 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 foremen, between the hours of 6:00 p.m. and 7:00 a.m. and on holidays, may obtain replacement by telephoning or sending for the man or the men required. On the forenoon immediately following, the foremen shall advise the Union President of the name or names of those men not reporting.

12:05 – If replacing a man dismissed and a substitute is available and he 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 – Any employee found smoking in the hold of a vessel, or in the sheds may be suspended from further work on that vessel and after the third offense may be discharged.

12:07 – Employment of temporary cards or casuals: When a Labor shortage exists and temporary cards or casuals are hired to meet the employers needs, at an 8:00 a.m. or 1:00 p.m. hire out, if Union men become available after the initial four (4) hour period, temporary card men or casuals can be dismissed after the initial four (4) hours or after the two hour call back and Union men hired at that time or prior to the commencement of the next work period with the exception of replacing temporary cards or casuals after the two hour call back. When temporary cards or casuals are ordered back for the following work period, they shall receive a minimum of two (2) hours pay at the prevailing rate. Temporary cards will be permitted to exercise this clause over casual employees. When a 4:30 p.m. hire out occurs and there are no other shape ups working or hiring at the

same time in the Port, temporary cards and casuals will be hired at the shape up. When there are other shape ups working in the Port or have or are being hired in the Port who are expected to be available to work the vessel or vessels that are due to commence after the 4:30 p.m. hire out, temporary cards and casuals will be hired prior to the commencement of the vessel or immediately if it is known for certain that no Union members will be available at the commencement of the vessel, temporary cards or casuals may be called by phone to fill such positions. Preference for filling positions by phone shall be given to those temporary cards and casuals who attend the shape up. All designate and alternate foremen are required to when hiring or replacing men to strictly adhere to this clause. The Association and the Union shall police this clause.

12:08 –

- (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 offences or for any other reasonable cause. A claim by an employee that 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 an employer, it is agreed that the following disciplinary action will apply: First (1st) offence – one (1) week suspension; Second (2nd) offence – two (2) weeks suspension; Third (3rd) offence – One (1) month suspension and Fourth (4th) offence – Indefinite suspension. The Union shall implement the following fines for committing a breach of the above stated clause.

(1). 1st offence \$100.00

(2). 2nd offence \$200.00

(3). 3rd offence \$300.00 and rehab program

(4). 4th offence indefinite suspension.

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

ARTICLE 13 – RULES GOVERNING SIGNALING

13:01 – When a hatch tender cannot be seen by the winchmen or crane operator, a man shall be employed to give the signal.

13:02 – Winchmen or crane operators shall take the signal only from the hatch tender except as in Clause 13:01.

ARTICLE 14 – DISPUTES AND ARBITRATION PROCEDURE

14:01 - 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.

14:02 – 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 Manager's decision, the party wishing to pursue the dispute will notify the Permanent Joint Committee in writing. The Permanent Joint Committee 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) workings days of when a decision should have been reached in Step 3 and a decision will be rendered 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 arbitrators, as provided for above, advise him of the matter to be arbitrated. Within fifteen (15) days of his appointment, or at such a time that is acceptable to the Association and the Union the arbitrator shall hold a hearing.
- (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.

14:03 – 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. Either the Union or the Association may initiate a request for arbitration.

14:04 – 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 14:02.

14:05 – The arbitrator’s fee and expenses will be equally divided between the parties.

14:06 – 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.

14:07 – The Permanent Joint Committee shall not alter, modify, or amend any part of this Agreement.

14:08 – Pending disposal of a dispute in accordance with the above procedure, the men shall continue to work as instructed by the Employer.

14:09 –

- (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.

ARTICLE 15 – LUNCH ROOM FACILITIES

15:01 – The Employer agrees to provide for all employees lunchroom and toilet facilities and a place to hang their clothes.

15:02 – The present practice of coffee breaks will be maintained and the individual Companies shall have flexibility to arrange these coffee breaks to comply with their operations.

15:03 – When a gang or gangs are on standby of one and one-quarter (1 ¼) 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 16 – UNION MEETINGS

16:01 – The Association agrees that all work on the waterfront shall cease at 5:00 p.m. on the third Thursday in May so that all men may attend the Annual Meeting of the Union.

16:02 – When special Union meetings are required during the year, the Union will advise the Association forty-eight (48) hours in advance and an agreement between both parties will be reached to allocate an evening which will be least disruptive to the members of the Association and the Port.

ARTICLE 17 – VACATION PAY

17:01 –

- | | |
|---------------------------|-----|
| 1. Regular Union Members | 10% |
| 2. Temporary Card Members | 06% |
| 3. Casual Help | 04% |

Vacation pay will be added to regular weekly wages with deductions at source. The net vacation pay will be withheld; accumulated net will be recorded on cheque stub. Total net amount of vacation pay or portion there of may be withdrawn by regular Union men or temporary card men upon request by giving one weeks notice, maximum number of withdrawals per year, per individual, may not exceed more than six (6) times.

ARTICLE 18 – UNION DUES AND SHOP STEWARDS

18:01 – 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.

18:02 – 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.

18:03 – 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.

18:04 – The Company will, upon the written notification of the Union, recognize one Steward in each gang and for landbased personnel.

18:05 – The Employer will pay into a hiring hall fund an amount equal to the following:

\$50,000.00 per year maximum, 2001 = .26 cents, 2002 = .27 cents, 2003 = .28 cents, 2004 = .29 cents, 2005 = .30 cents, 2006 = .31 cents. Per man-hour worked, submitted monthly to the Union.

ARTICLE 19 – PENSIONS

19:01 – In accordance with the Pension Fund Agreement dated 24th August, 1973, all men will be subject to compulsory retirement from the active work force on reaching sixty-five (65) years of age and will retire on the first day of the month following attainment of the age of sixty-five (65) years.

19:02 – The employer members of the Association agree to contribute to the pension fund, on or before the twentieth (20th) of each month, in respect to the previous month an amount equal to the following:

Category	<u>2001</u>	<u>2002</u>	<u>2003</u>	<u>2004</u>	<u>2005</u>	<u>2006</u>
1. Container/Ro Ro	\$.50/T	\$.55/T	\$.62/T	\$.68/T	\$.74/T	\$.80/T
2. Conventional, Offshore	\$.35/T	\$.38/T	\$.41/T	\$.45/T	\$.49/T	\$.53/T
3. Bulk Cargo (Salt, Grain)	\$.06/T	\$.07/T	\$.08/T	\$.09/T	\$.11/T	\$.13/T
4. Bulk Cargo (Other)	\$.09/T	\$.11/T	\$.13/T	\$.15/T	\$.17/T	\$.19/T

Conventional cargo, general cargo vessels, drill pipe and casings: \$.50 /T \$.53/T \$.56/T \$.60/T \$.64/T \$.68/T

It is agreed that contributions based on tonnage are paid on a net weight basis only. It is further agreed that any and all costs to administer a pension plan based on tonnage are to be paid for out of the contributions to the plan.

The Letter of Agreement – “Pension Contributions” further outlines the method, payment or non-payment of contributions for cargo, including offshore cargo.

The Union agrees that each of its members will pay into the pension fund a minimum of thirty-five cents (\$.35) for each hour they work.

The employer members of the Association agree that for each year of the agreement that their annual contributions to the pension annual contributions to the pension plan shall not be less than one hundred and thirteen thousand dollars (\$113,000).

It shall be the Union President’s responsibility (for union purposes) to check and monitor all tonnage related information from all employers and to request cargo manifests for the purposes of checking all tonnage payable to the pension fund.

19:03 – A monthly pension will be paid to eligible retired employees in accordance with the terms, conditions and qualifications of the Pension Fund Agreement and modifications thereto.

19:04 – The Pension Fund will be administered jointly by representatives of the Employers and the Union as described in the Pension Agreement and Modifications thereto.

19:05 – In the event of a reduction of revenue to the Fund due to reduced work in the Port of St. John's or other reasons beyond the control of the Employers which would effect the ability of the Pension Fund to provide the above benefits, then the Association and the Union will negotiate any change which may be required to bring benefit payments in line with the funds available for this purpose.

ARTICLE 20 – PAY AGENT

20:01 – 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 that 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 to government bodies.

ARTICLE 21 – BEREAVEMENT LEAVE

21:01 –

- (a) Every Employee is entitled and shall be granted, in the death of a member of his immediate family, bereavement leave on any of his normal working days that occur during the three (3) days immediately following the day of the death.
- (b) Every employee who has completed three (3) consecutive months of continuous employment by an employer and is entitled to bereavement leave under 21:01 (a) is entitled to such leave with pay at his regular rate of wages for his normal hours of work, and such pay shall for all purposes be deemed to be wages.

21:02 – For the purposes of 21:01 (a), “immediate family” means, in respect of an employee:

- (a) The spouse of the employee, including common law spouse.
- (b) The mother and father of the employee and the spouse of the mother or father (including common law spouse).
- (c) The children and grandchildren of the employee.
- (d) The brothers and sisters of the employee.
- (e) The father-in-law and mother-in-law of the employee and the spouse of the father-in-law or mother-in-law (including common law spouse).

- (f) Any relative of the employee who resides permanently in the employee's household or with whom the employee permanently resides.

21:03 – Where an employee is entitled to up to three (3) days bereavement leave, the third day is to be used for the day of the funeral and he will be paid for the time he would have worked, to a maximum of eight (8) hours at the regular rate. In no case will an employee be paid bereavement leave for time that he would not normally have worked.

ARTICLE 22 – CASUAL RATE

22:01 – It is agreed that the rate for casual employees shall be \$12.35 and shall not increase during the terms of this Agreement.

ARTICLE 23 – INSURANCE PLANS

23:01 – The Employers of the Association agree to contribute eighty percent (80%) of the medical in existence as of January 1, 1996. To be eligible for the above plan an employee must have earned seven thousand dollars (\$7,000.00) from the waterfront work in the previous year and be an active employee on the waterfront.

If a qualifying employee changes his dependent coverage, he may not subsequently revert back for at least a twelve (12) month period. Any man who has had coverage under the medical plan at any time since 1993 who has or will become disabled from the work force shall be eligible to be covered under the plan by paying his 20% of the premium at the rate given to active members of the plan.

ARTICLE 24 – TECHNOLOGICAL CHANGE

24:01 –

- (a) It is agreed that the language of the Canada Labour Code and Clause 24:02 shall apply to any instances of technological change.

- (b) In case of a disagreement over technological Change, New Operations and New Methods of operation as defined in Article 24:01, the case will be submitted to the Disputes Procedure in the collective agreement. ANY Technological change that creates any significant impact on present Technology shall be subject to the above mentioned grievance process.

24:02 – An employee who is displaced from his job by virtue of technological change or new method operation will be given the opportunity to fill other vacancies according to seniority, qualifications, skills and abilities.

ARTICLE 25 – LABOUR – MANAGEMENT COMMITTEE

25:01 –

- (a) A Labour-Management Committee shall be established consisting of not more than two (2) (plus one-alternate) representatives of the Union and an equal number of representatives of the employer.

- (b) The Committee shall concern itself with problems and matters of mutual interest, which affect the relationship, but are not properly the subject matter of dispute or negotiations.

- (c) The Committee shall not supersede the activities of any other committee of the Union or the Employer and does not have the power to bind either the Union or the Employer to any decisions or conclusions reached in its discussion, but the Committee shall have the power to make recommendations to the Union and the Employer.
- (d) The Committee shall meet at least once each month at a time and place agreed upon. The meeting may be cancelled or rescheduled by mutual consent. The parties are required to submit matters for the agenda at least five (5) days in advance of the meeting and a copy of the agenda shall be supplied to the Committee at least forty-eight (48) hours in advance of the meeting.
- (e) The Committee shall be chaired alternately by the Union and the Employer. Written minutes of all meetings will be recorded and distributed to all members of the Committee.

ARTICLE 26 – DURATION OF AGREEMENT

26:01 – This Agreement shall become effective as of the date of signing with the exception of the wage rates which shall be effective as of the dates shown in Appendix “A”, and shall remain in full force and effect until the 31st day of December 31/2006.

It will renew itself automatically from year to year thereafter unless either party shall serve written notice sixty (60) days prior to the expiration of any year of a desire to amend or terminate the Agreement.

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 *27th* day of *SEP*, 2002.

FOR THE ASSOCIATION

[Handwritten signatures for the Association]

FOR THE UNION

[Handwritten signatures for the Union]

APPENDIX "A"

Union Members

<u>RATES OF PAY</u>	<u>1 JAN.</u> <u>2001</u>	<u>1 JAN.</u> <u>2002</u>	<u>1 JAN.</u> <u>2003</u>	<u>1 JAN.</u> <u>2004</u>	<u>1 JAN.</u> <u>2005</u>	<u>1Jan.</u> <u>2006</u>
Union Members						
Monday through Friday						
8:00 a.m. – 5:00 p.m.	22.70	23.10	23.60	24.10	24.60	25.10
6:00 p.m. – 10:00 p.m.	34.05	34.65	35.40	36.15	36.90	37.65
11:00 p.m. – 7:00 a.m.	45.40	46.20	47.20	48.20	49.20	50.20
Saturday and Sunday						
8:00 a.m. Saturday						
10:00 p.m. Sunday	45.40	46.20	47.20	48.20	49.20	50.20
11:00 p.m. Sunday						
7:00 a.m. Monday	45.90	46.70	47.70	48.70	49.70	50.70
Rates of pay per Cleaning and Sweeping of Holds:						
Monday through Friday:						
8:00 a.m. – 5:00 p.m.	22.80	23.20	23.70	24.20	24.70	25.20
6:00 p.m. – 10:00 p.m.	34.15	34.80	35.55	36.30	37.05	37.80
11:00 p.m. – 7:00 a.m.	45.60	46.40	47.40	48.40	49.40	50.40
Saturday and Sunday						
8:00 a.m. Saturday						
10:00 p.m. Sunday	45.60	46.40	47.40	48.40	49.40	50.40
11:00 p.m. Sunday						
7:00 a.m. Monday	46.10	46.90	47.90	48.90	49.90	50.90
Foreman \$.50 per hr. pro rated						
Meal Hours (3 Times Basic Day Rate)	68.10	69.30	70.80	72.30	73.80	75.30

Vacation Pay

Union Members = 10%

Temporary Cards

<u>RATES OF PAY</u>	<u>1 JAN.</u> <u>2001</u>	<u>1 JAN.</u> <u>2002</u>	<u>1 JAN.</u> <u>2003</u>	<u>1 JAN.</u> <u>2004</u>	<u>1 JAN.</u> <u>2005</u>	<u>1Jan.</u> <u>2006</u>
Temporary Card						
Monday through Friday						
8:00 a.m. – 5:00 p.m.	15.30	15.70	16.10	16.60	17.10	17.60
6:00 p.m. – 10:00 p.m.	22.95	23.55	24.15	24.90	25.65	26.40
11:00 p.m.– 7:00 a.m.	30.60	31.40	32.20	33.20	34.20	35.20
Saturday and Sunday						
8:00 a.m. Saturday	30.60	31.40	32.20	33.20	34.20	35.20
10:00 p.m. Sunday	30.60	31.40	32.20	33.20	34.20	35.20
11:00 p.m. Sunday	31.10	31.90	32.70	33.70	34.70	35.70
7:00 a.m. Monday	31.10	31.90	32.70	33.70	34.70	35.70

Rates of pay per Cleaning and Sweeping of Holds:

Monday through Friday						
8:00 a.m. – 5:00 p.m.	15.40	15.80	16.20	16.70	17.20	17.70
6:00 p.m. – 10:00 p.m.	23.10	23.70	24.30	25.05	25.80	26.55
11:00 p.m. – 7:00 a.m.	30.80	31.60	32.40	33.40	34.40	35.40
Saturday and Sunday						
8:00 a.m. Saturday	30.80	31.60	32.40	33.40	34.40	35.40
10:00 p.m. Sunday	30.80	31.60	32.40	33.40	34.40	35.40
11:00 p.m. Sunday	31.30	32.10	32.90	33.90	34.90	35.90
7:00 a.m. Monday	31.30	32.10	32.90	33.90	34.90	35.90

- **Casual Rate** \$12.35 Pro-rated for the duration of the agreement

Vacation Pay = 4% Casual

Temporary Card Vacation Pay

- Temporary Cards = 6%

Retroactivity for Temporary Cards

- 2001 – .30 (thirty) cents per hour
- 2002 – .40 (forty) cents per hour

LETTER OF AGREEMENT

BETWEEN: St. John's Shipping Association Limited

AND: The International Longshoremen's Protective
Union of St. John's Newfoundland, Local 1953

SUBJECT: Raingear, coveralls and hard hats

It is agreed that during the life of the agreement the following raingear and coveralls will be issued to regular and temporary members of the union who are actively employed on the waterfront and who have earned seven thousand dollars (\$7,000.00) in the previous year but excludes persons who will retire within three (3) months from the date of issue or those persons who are on sickness or injury. Employees on sickness or injury at the time of issue will receive their clothing, for that year, on return to full employment. It is agreed the coveralls and raingear to be issued will be better quality than those issued under the previous contract.

- (a) Raingear: Two sets of Helly Hanson, one on signing, one midway through contract.
- (b) Coveralls:
 - (i) Two sets of winter coveralls (Helly Hansen) will be supplied one on signing, one midway through contract.
 - (ii) Two sets of regular (summer) coveralls will be supplied per year, signature required.
- (c) Two pairs of work boots, one summer, one winter, per year.

Re: Raingear, coveralls and hard hats (Cont.)

(d) Gloves, as required (stocked at Oceanex and A. Harvey). These gloves will be based on a return basis (old in new out) stamped issue only. Note: if gloves are not returned the person may purchase a pair at Company cost.

All regular union men who have been issued the above items will be expected to maintain and use these items of clothing.

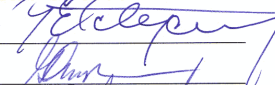
Replacements for coveralls and raingear will be normally done as per the above time limits. However, if these items need replacement due to excessive wear, under normal working conditions, a man need only present the worn out item to the Employer and upon surrender of the item a replacement will be issued.

Coveralls, raingear and hard hats, which have been lost, can be replaced in the following manner:

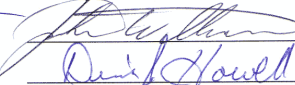
The Association members will maintain a supply of the above items and man wants to replace the lost item need only indicate he wishes to purchase another.

Signed at St. John's this 27th day of September 2002.

FOR THE ASSOCIATION



FOR THE UNION



Dennis Howell

Wayne Dobb

Harold Moore

Harry White

Thomas Kennedy

Ernest Low

LETTER OF AGREEMENT

BETWEEN: St. John's Shipping Association Limited

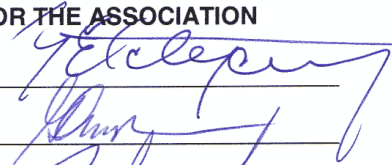
AND: The International Longshoremen's Protective Union of St. John's Newfoundland, Local 1953

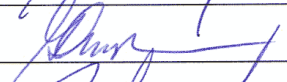
SUBJECT: Five Gangs


It is agreed that, if during the life of this Agreement, work, which is presently being performed by an employer member of the Association, is transferred to another Association member, then the gang(s) who normally do this transferred work will be retained by the new employer.

Signed at St. John's this 27th day of September 2002.

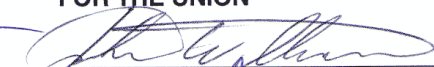
FOR THE ASSOCIATION

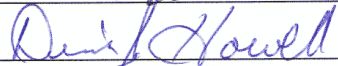


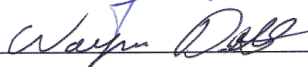





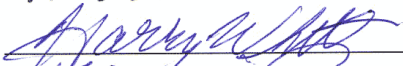
FOR THE UNION

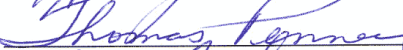















LETTER OF AGREEMENT

BETWEEN: St. John's Shipping Association Limited

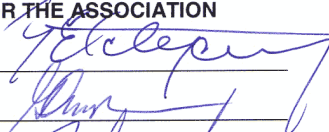
AND: The International Longshoremen's Protective Union of St. John's Newfoundland, Local 1953

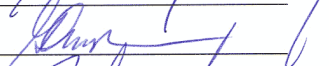
SUBJECT: Parking

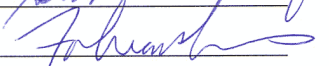
It is agreed that the Association will cooperate with the Union in an effort to secure parking on or around the waterfront. It is further agreed that, if necessary, a committee will be established to handle this matter.

Signed at St. John's this 27th day of September 2002.

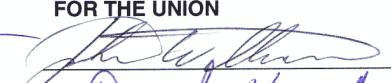
FOR THE ASSOCIATION

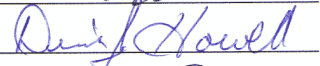


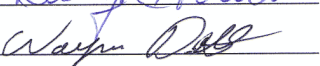


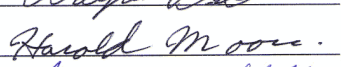


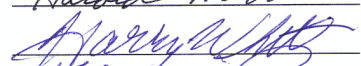
FOR THE UNION

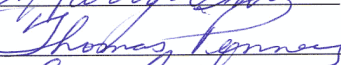















LETTER OF AGREEMENT

BETWEEN: St. John's Shipping Association Limited

AND: The International Longshoremen's Protective Union of St. John's Newfoundland, Local 1953

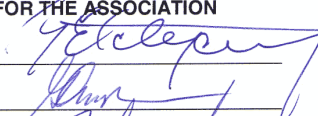
SUBJECT: Lifting of two (2) containers

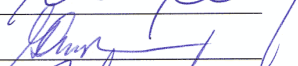
During the course of previous negotiations, the Association was endeavouring to have all lift restrictions removed from the Contract and as you are aware, this was not successful. During those talks, it was indicated that the Union had fears that if the lift restrictions were removed that the Companies would be lifting two (2) containers and the Association assured the Union this was not their intention and were also able to issue a letter to that effect.

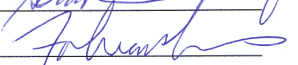
But since the Agreement has not changed there is no necessity of attaching such a letter to the Agreement even though there is no immediate intention of the member companies to implement change in their operations with regards to containers.

Signed at St. John's this 27th day of September 2002.

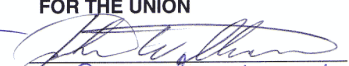
FOR THE ASSOCIATION

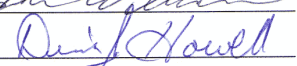


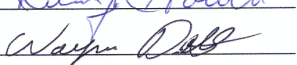


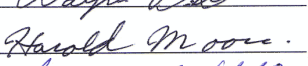


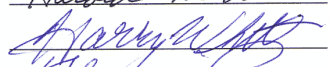
FOR THE UNION

















LETTER OF AGREEMENT

BETWEEN: St. John's Shipping Association Limited

AND: The International Longshoremen's Protective Union of St. John's Newfoundland, Local 1953

SUBJECT: Lockers

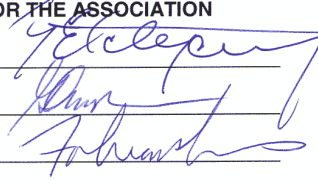
During discussions to renew the collective agreement, the Union Executive raised the subject of the number and condition of lockers.

The Association reviewed the current number and condition of lockers and agreed to increase the complement of lockers and, where necessary, replace or repair those needing it.

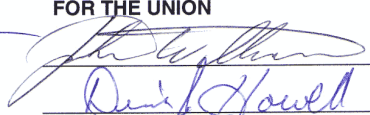
It was agreed that this action would be taken shortly after the Collective Agreement was ratified.

Signed at St. John's this 27th day of September 2002.

FOR THE ASSOCIATION



FOR THE UNION



LETTER OF AGREEMENT

BETWEEN: St. John's Shipping Association Limited

AND: The International Longshoremen's Protective
Union of St. John's Newfoundland, Local 1953

SUBJECT: Pension Contributions and Assessment

The parties to this agreement hereby agree that while drilling muds and cement are to be included in the bulk category (#4), fuel, water, and garbage are to be excluded from all categories of cargo for the purposes of defining and making pension contributions. Any and all waste materials returning from the platform that are being shipped out of the Port shall be subject to assessment for pension contributions upon departure from the Port.

Cargo that comes into the Port, and at some later time is reloaded on the same or different vessel, will not be charged more than one time for pension calculations. The following two examples relate to the sentence immediately preceding (e.g. Bulk mud/cements would be assessed when offloaded upon arrival at Oceanex pier but would not be assessed again when loaded from Harvey's pier to another vessel, or Cargo being transshipped from Montreal to St. John's, Halifax, or Corner Brook or vice versa received one assessment).

Cargo that was not previously assessed, but originates in the port, will be assessed on departure from the port. Cargo returning from the platform, which has not been previously assessed, will be subject to an assessment at the prevailing rate. (i.e. Cargo that was sent to platform by other means of transport and subsequently arrives in the port for handling will be assessed).

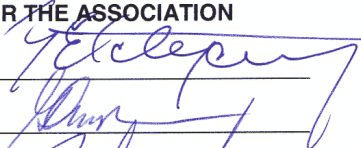
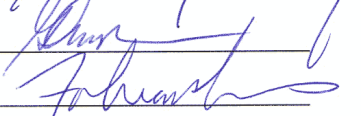
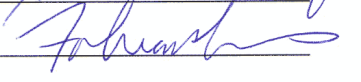
Re: Pension Contributions and Assessments (Cont.)

When cargo has returned from the platform and is not subject to an assessment (e.g. casing, drill pipe/bits) but at a later date is returned to the platform it will be subject to additional assessments as appropriate.

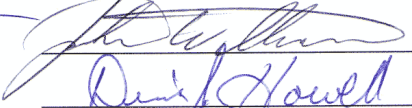

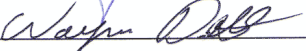

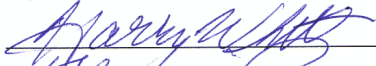


If the cargo is handled in the port (and therefore assessed), which leaves the port or is stored at another site (i.e. Pipeyard) but returns at a later date destined for shipment to another port (i.e. Not sent to the rig/platform because it was "incorrect pipe"), it will be subject to assessment when handled for departure.

Signed at St. John's this 27th day of September 2002.

FOR THE ASSOCIATION

FOR THE UNION

LETTER OF AGREEMENT

BETWEEN: St. John's Shipping Association Limited

AND: The International Longshoremen's Protective Union of St. John's Newfoundland, Local 1953

SUBJECT: Accidental Death & Dismemberment

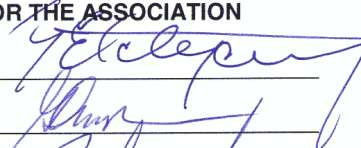
Effective Date:

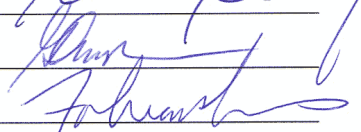
January 1, 2003- \$ 100,000.00 Coverage per Union Member
\$ 100,000.00 Coverage per Temporary Card

Note: Additional coverage can be purchased by member or temporary card. (Brochure will follow).

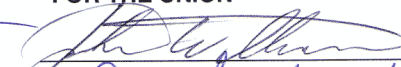
Signed at St. John's this 27th day of September 2002.

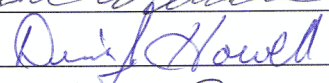
FOR THE ASSOCIATION

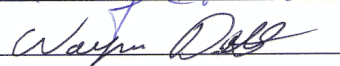





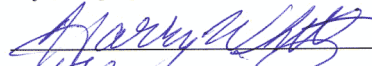
FOR THE UNION

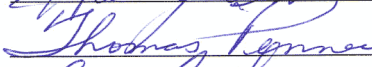















LETTER OF AGREEMENT

BETWEEN: St. John's Shipping Association Limited

AND: The International Longshoremen's Protective
Union of St. John's Newfoundland, Local 1953

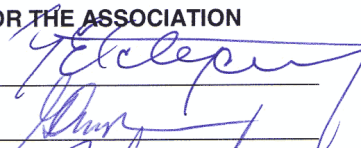
SUBJECT: Drugs: Retiree Medical Supplement Fund

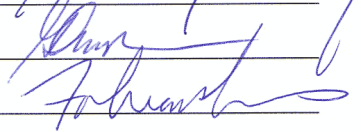
Effective Date: January 1, 2001

Any union member, who retires during the duration of this agreement, shall be paid by the association \$2000 per year, to assist in medical expenses, for a duration of 5 years. This shall cover members from age 65 to 70, or any member who takes early retirement.

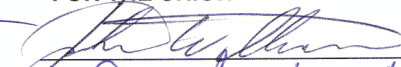
Signed at St. John's this 27th day of September 2002.

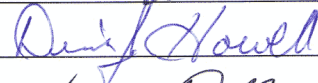
FOR THE ASSOCIATION

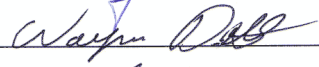





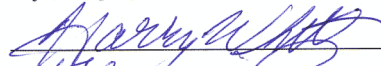
FOR THE UNION

















LETTER OF AGREEMENT

BETWEEN

L.S.P.U LOCAL 1953 I.L.A
(THE UNION)

AND

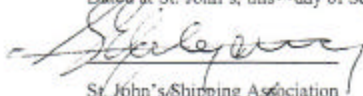
THE ST. JOHN'S SHIPPING ASSOCIATION
(THE COMPANY)

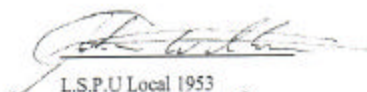
RE: Temporary Cards Advancing to Union Status – 'C' Class

During that period of time when the I.L.A is developing criteria for advancement from Temporary Card Status to 'C' Class Union Status, any individuals chosen from the casual priority list for advancement to 'C' Class will be paid retroactively to the date of retirement of any individual union man who retires during that period between the date of signing of the contract and the establishment of the advancement criteria.

Furthermore, it is agreed that the fifty-five (55) individuals on the casual priority list on the date of signing of this contract will be given temporary cards.

Dated at St. John's, this ²⁶ day of September, 2002.


St. John's Shipping Association
Sept. 26 / 2002
Date


L.S.P.U Local 1953
Sept. 26 / 2002
Date

LETTER OF AGREEMENT

BETWEEN

**L.S.P.U LOCAL 1953 I.L.A
(THE UNION)**

AND


**THE ST. JOHN'S SHIPPING ASSOCIATION
(THE COMPANY)**

Note: Pay Period to revert to ending Thursday 11:00 P.M.

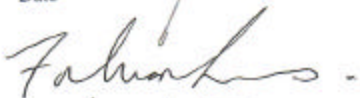
All monetary monies and benefits – retro to January 01, 2001.

Free agent on Mondays, when gangs are being hired and there are men present from other shape ups that are not being hired, they shall not bump to another gang but go to the greater job first. ^{1E} Sanderling.

Dated at St. John's, this ___ day of September 25, 2002



St. John's Shipping Association

Oct. 21 / 02
Date


Oct. 21 / 02.


L.S.P.U Local 1953

Oct 21 / 2002
Date


Oct 21, 2002

LETTER OF UNDERSTANDING

**BETWEEN
L.S.P.U LOCAL 1953 I.L.A
(The Union)**

AND

**THE ST. JOHN'S SHIPPING ASSOCIATION
(The Company)**

This Letter of Understanding will be applicable to The Working Agreement

**RE: Special Circumstances related for Scope of Work of
L.S.P.U Local 1953 I.L.A. in the Port of St. John's**

- 1) This letter of Understanding shall be effective December 31, 2000 under above noted agreement, and any Additional Working Agreement, between the parties.
- 2) The parties agree that the loading/discharge of cargo on seismic vessels shall be excluded from the scope of work of the Union. A seismic vessel must be registered as a vessel dedicated to undertaking standard seismic activity related to offshore oil exploration and development and particularly loading/offloading sensitive equipment and supplies related to seismic testing in offshore oil exploration and development.

**RE: Special Circumstances related for Scope of Work of
L.S.P.U Local 1953 I.L.A. in the Port of St. John's (Cont.)**

In the event a seismic vessel is discharging cargo for purposes other than that of seismic activity for offshore oil exploration and development, then such work shall remain in the Scope of Work of the Union.

- 3) The parties agree that any vessel in the Port of St. John's shall be permitted up to 2,500 pounds net weight of any type of cargo exclusive of the Terms and Conditions of the Working Agreement. Any additional cargo weight requirements shall be subject to the Terms and Conditions of the Working Agreement.

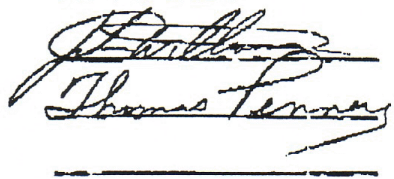
Signed at St. John's on December 01, 2000.

FOR THE COMPANY



A handwritten signature in black ink is written over three horizontal lines. The signature is stylized and appears to be a cursive name.

FOR THE UNION



A handwritten signature in black ink is written over three horizontal lines. The signature is clearly legible and reads "Thomas Fenner".

LETTER OF UNDERSTANDING

BETWEEN

L.S.P.U LOCAL 1953 I.L.A
(THE UNION)

AND

THE ST. JOHN'S SHIPPING ASSOCIATION
(THE COMPANY)


Scope of Work

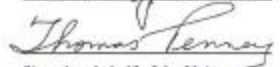
RE: Pumping activity related to bulk product transshipment.

The parties agree that bulk drilling products will be handled by union personnel, subject to the following conditions.

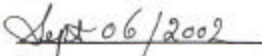
1. Union personnel shall participate in the connecting and disconnecting of pumping equipment. Once the connection/disconnection process is complete, union personnel shall complete other assigned duties as directed. For further clarification, this will include duties unrelated to bulk drilling activity.
2. In the event that bulk drilling products pumping is required to continue through a meal hour, one union person shall be paid for the meal hour while the pumping continues.
3. Any bulk products brought onto the premises by tank transport and pumped directly onboard off shore service tugs will not require union personnel.

This letter on understanding applies to both the Supply Base and General Working Agreements. It is agreed that Supply Base components and clauses are open to be covered in the general agreement by the Union, if and as required by the Union.



Dennis J. Howell


Thomas Lemay
Signed on behalf of the Union



Date



Signed on behalf of the Company


Date

LETTER OF UNDERSTANDING

BETWEEN

**L.S.P.U LOCAL 1953 I.L.A
(THE UNION)**

AND

**THE ST. JOHN'S SHIPPING ASSOCIATION
(THE COMPANY)**

This Letter Of Understanding will be applicable to Oil Supply Base Agreement as between the parties and will be applicable for the duration of the aforementioned Agreements.

RE: Scope of Article 3.02 as it relates to Remote Operated Vessel/Vehicles (R.O.V), and systems that operate for such purpose for the Offshore Oil Industry, under Supply Base Agreement.

The parties agree, and for greater clarification in the interpretation of Article 3.02 of the Supply Base Agreement, this Article covers the stevedoring and longshoring, as they are defined in the Supply Base Agreement, specific for Remote Operated Vessel/Vehicles and/or any other ancillary equipment in the relation thereto.

Stevedoring work related to the loading or unloading of components for diving support equipment onto or off of the deck of an offshore supply vessel, including R.O.V. equipment, is within the scope of the union's work. For greater certainty examples of items included in the scope of work of the union includes work cabins, R.O.V. vehicle, tether management systems, main support structure, winch and hydraulics power packs. These examples are for illustration purposes and other components are regarded in the scope of work of the union. The subsequent movement of any or all such equipment on the vessel is not included in the scope of the union's work.

The parties agree that diving gear and R.O.V. gear and equipment falls within the scope of the union's work. With the exception that the mobilization or demobilization of such equipment, after initial loading on the vessel, is not within the scope of the union's work.

Re: Scope of Article 3.02 as it relates to Remote Operated Vessel/Vehicles (R.O.V.), and systems that operate for such purpose for the Offshore Oil Industry, under Supply Base Agreement. (Cont.)

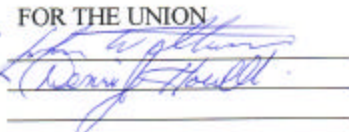
This clause includes yard and vessel work on the pier where such equipment is loaded and unloaded

It is further agreed and understood that materials required to secure diving gear and/or R.O.V. or diving support equipment shall not be included in the scope of the union's work. This shall include steel or beams used to fasten, weld or secure above-mentioned cargo. Also deemed exempt from the scope of the union's work shall be: small computer parts, electrical breakers, nuts and bolts and other wise small insignificant parts used to mobilize or demobilize above said equipment.

FOR THE COMPANY



FOR THE UNION



Signed at St. John's on this 22 day of May 2002.