



**FFAW | UNIFOR**  
Fish, Food & Allied Workers

**Collective Agreement**

**between**

**Comtug Limited**  
**Hereinafter referred to as the "Company"**

**and**

**FFAW-Unifor**  
**Hereinafter referred to as the "Union"**

**July 1, 2014 – June 30, 2019**

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## **Article 1 – General Purpose and Scope of this Agreement**

- 1:01 The general purpose of this Agreement is to support the mutual interests of both FFAW-Unifor and Cumtug Limited and its employees as it relates to the operation of firefighting and escort tugs owned by Newfoundland Marine Energy.
- 1:02 This Agreement provides for the conditions of service required to provide the most reliable operation of the tugs. It is the responsibility of both the Union and the Company and its employees to cooperate fully, individually and collectively to ensure the safety of the vessel's operations, environment and personnel, while retaining above average standards and good economic operations.
- 1:03 It is agreed and understood that this Agreement does not in any way affect any of the Company's management, or any other party that may be on board the vessel at any given time.

## **Article 2 – Recognition**

- 2:01 Comtug Limited recognizes FFAW-Unifor as the exclusive bargaining agent for all unlicensed permanent employees with the Company on the vessels operated by the Company.
- 2:02 The Company shall not make any individual agreement with the employees directly or indirectly in conflict with the provisions of this Agreement.
- 2:03 The Company shall allow access to officials of the Union to the wharves and offices and vessels of the Company for the transaction of Union business. Union Officials will be allowed access to the Company vessels only with the permission of the Company. It is understood that the presence of the Union officials at the wharves and offices or on the vessel must not interfere with the normal Company operations.
- 2:04 One member of the crew shall be permitted to act as vessel delegate in dealing with matters concerning the administration of

this Agreement. The Union shall notify the Company of the name of each delegate. No delegate shall be disciplined for carrying out his duties in his capacity as a vessel delegate.

2:05

The use in the Agreement of the words "employee" or "employees" shall mean any person or persons covered by this Agreement and, where the parties intend to refer only to a type of employee, this Agreement reference the type by any of the following names: "regular employee", "probationary employee" or "temporary employee". These types are defined as follows:

- i. regular employee – an employee who has a permanent full-time position and whose name correctly appears as regular full-time employee on the seniority list of regular employees.
- ii. probationary employee – is an employee without seniority rights designated as probationary employee, and does not include a temporary employee. Probationary employees are not eligible for benefits awarded to regular employees and shall not accumulate seniority while serving in a probationary position.
- iii. temporary employee – an employee without seniority rights who is hired to replace full-time and probationary employees on a temporary relief basis. Temporary relief employees are not eligible for benefits awarded to regular employees and shall not accumulate seniority while serving in a temporary relief position. A temporary employee hired to replace a regular employee who is sick, on long-term disability, or on an approved leave of absence (i.e. school/certification) shall be notified in advance of the expected term of that assignment. Such notification will be in written form.

### **Article 3 – Union Membership**

3:01

Upon hiring, the Captain shall inform the new employee of the existence of the Union and the name of his vessel delegate.

- 3:02 Membership in the Union shall be available to all employees eligible under the Constitution of the Union and membership shall not be denied for reason of race, sex, sexual orientation, national origin, color or religion.
- 3:03 Each employee covered by this Agreement must pay union dues to the Union on a monthly basis. Union dues will also be deducted from new employees who have accumulated seven (7) working days with the Company. Union dues shall be deducted from the employees pay each pay period. All union dues along with the appropriate form indicating from whom collections have been made will be forwarded to the local Secretary-Treasurer not later than the 15<sup>th</sup> of the following month. The Union will provide the Company with the address of the Secretary-Treasurer.
- 3:04 The local Secretary-Treasurer of the Union will notify in writing the amount of union dues to be made from time to time. An employee shall not be permitted to revoke a signed authorization for such deductions during the term of this Agreement.
- 3:05 The Company will include on the employee's T4 slip at the end of the year, the amount of union dues deducted during the year.
- 3:06 The Company shall not discriminate against any union member because of lawful union activities with the FFAW-Unifor.

#### **Article 4 – Company Rights**

- 4:01 It is the exclusive function and right of the Company to maintain order, discipline, efficiency, hire, classify, terminate, transfer, promote, suspend, demote and discipline employees, provided that a claim of discriminatory promotion, demotion and transfer, or a claim that an employee has been disciplined or terminated without just cause, may be the subject to a grievance and dealt with as hereinafter provided.
- 4:02 It is the exclusive right of the Company to manage the enterprise in which the Company is engaged.
- 4:03 The Company may establish from time to time rules and regulations governing employees covered by this Agreement

providing that such rules and regulations are not inconsistent with the provisions of the Agreement.

- 4:04 All management rights whether enumerated or otherwise, shall be reserved with management, except as specifically abridged by this Agreement.

## **Article 5 – Safety and Health**

- 5:01 The safe operations of the vessels at all times is of utmost importance to the Company. Any work necessary for the safety of the vessel, crew, cargo or tow or for the saving of other ships, lives or cargos shall be performed at any time on immediate call by all employees.
- 5:02 All crew members shall participate as required in all ISM safety related drills and meetings and comply fully with the Company's operations and safety manuals. At all times, crew members shall wear the required safety equipment and protective clothing for their work area on board the vessel. Failure to comply with the safety related directive is just cause for disciplinary action.
- 5:03 All crew members are required to report on board in a well-rested suitable condition ready for work in ample time to affect a proper changeover prior to their scheduled working period or prior to the vessel's scheduled sailing time. Failure to report as scheduled for service is grounds for dismissal.
- 5:04 A fully equipped first aid kit shall be supplied on each vessel in accordance with the recommendations of the Department of Transport. The vessel delegate shall be allowed to check the first aid kit at any time in the interests of the crew, and submit a list of replacements, if any, to the Captain.
- 5:05 A safety committee will be established by the employees. This committee shall meet on a regular basis as outlined in the (Safety Inspection Procedures) SIP calendars to discuss safety matters related to the vessels.

5:06 Any safety regulation which the Company may now have in force for the safety of the vessel or employees and further regulations or amendments to existing regulations which the Company may put into effect during the term of this Agreement and which are brought to the attention of the employees shall be strictly adhered to by all employees. Such further regulations or amendments to existing regulations shall be discussed with the Union.

### **Article 6 – Drug and Alcohol Testing**

6:01 The Union recognizes and agrees with the Company's Drug and Alcohol Policy.

### **Article 7 – Probationary Period**

7:01 Probationary employees as defined in Clause 2:05 of Article 2 shall serve a probationary period of six (6) calendar months, as an evaluation for regular full-time employment. Once the employee has completed the probationary period, he/she will be offered regular full-time status. Should the employee be offered and accept a regular full-time position with the Company, then the Officer's seniority shall commence from the first day employed.

7:02 During the probationary period, the Company may terminate a probationary employee if, in the opinion of the Company, the employee would not be suitable for permanent employment.

### **Article 8 – Medical Fitness**

8:01 Each crew member shall provide the Company with a proper medical certificate as prescribed by the Canada Shipping Act declaring the crew member as medically fit to perform his sea duties. Upon receipt of said certificate, the Company will grant

the crew member right to employment with the Company. The employee shall arrange, pay for, and provide the Company with a certificate of fitness prior to first sea duty.

## **Article 9 – Protective Clothing, Uniforms and Safety Equipment**

9:01 To ensure the crew's safety while working on the vessel, the Company's policy is to provide regular crew members with items of clothing and other safety equipment or an allowance for such items. Where the wearing of safety clothing or the use of safety equipment is mandatory, crew members must wear or use these items whenever they are on duty in accordance with the Company's policy and manuals.

9:02 Regular employees, on the anniversary date of the agreement, shall be provided with the following:

- i. three (3) pairs of coveralls (one insulated)
- ii. one (1) set of foul weather gear
- iii. one (1) floater suit and jacket

Notes: Captains shall carry out regular inspections of the above items for each employee. Any items listed above that have failed inspection or have expired will be returned to the Company for the Company to replace said item. All suits and jackets are to be stored on the vessels at all times.

The Company will issue three hundred dollars (\$300.00) to each regular employee in July of each year towards the purchase of Work Safety Footwear (Safety Boots). Each employee will be responsible for the purchase of required footwear. Both probationary and temporary relief employees are required to wear protective footwear while working on the vessels – the cost of such footwear is the employee's responsibility.



All safety equipment provided to employees is to remain on board the vessel at all times. The Company will equip each vessel with spare overalls and a spare floater suit for use by relief employees. The Company will provide secure storage facilities for employees to store their safety equipment. Each crew member shall return his/her used safety equipment and apparel to the Company prior to receiving new items.

If an employee deems coveralls or other safety apparel to be unsafe, the Company will replace said items.

### **Article 10 – Training**

10:01 The Union and employees warrants that they shall use their best effort to assist the Company with training through cooperation, funding where available, course content and any other assistance that will improve the skills of the employees.

10:02 All crew members must be willing to undergo periodic training, upgrading, orientation, etc. as deemed necessary by the Company and/or the Company's client. Crew members must demonstrate a minimum level of comprehension for training related to the activities of the vessel and further demonstrate the proper implementation of their specialized training through their work effort. The costs of Company requested training courses will be paid by the Company. The Company will pay a premium of time and one half (1.5) for:

- i. eight (8) hours per day of training, and
- ii. travel time on the first and last days of each training program which is in excess of one-half (1/2) hour on each such day, to a limit of six (6) hours total travel time.

All training required to be taken on an employee's time off work. The Company will pay for expenses incurred by the employees for training being held in areas other than their work place or the refinery's facilities.

## **Article 11 – Working Conditions and Hours of Work**

- 11:01 The normal work schedule for crew members will be two (2) week on and two (2) weeks off.
- 11:02 Crew members will work a normal twelve (12) hour day with the watch system to be specified by the Master. All crew members covered under this agreement are considered multi-functionary crews and as such will work on board as required.
- 11:03 The vessel's operation and all tasks related to her safety, marine emergencies, drills or the need to carry out any additional work required regarding the unique operations of the vessel and maintenance, shall be completed at any time requested by the Master or his representative under the terms and conditions as outline In this agreement.
- 11:04 During normal operations, the tugs will be required to provide assistance twenty-four (24) hours per day seven (7) days per week and the crew must be ready for duty and ready to respond. A work day shall be defined as any day In the week.
- 11:05 Salvage rates are to be determined prior to salvage. However, returns to the crew are not to be less than the determined station or the status salvers.
- 11:06 Employees temporarily assigned to a position carrying a higher rate of pay than their regular classification shall be paid the rate plus benefits for the higher paid job.
- 11:07 The Company shall continue the practice of paying travel time for call backs (In addition to the minimum four (4) hours overtime). Reimbursement for travel time for any call back will be limited to six (6) hours of paid travel at time and one-half (1.5).

## **Article 12 – Accommodations, Travel and other Benefits**

- 12:01 Accommodations shall remain as presently provided and the Company shall provide mattresses, linens, pillows and towels, etc.

- 12:02 Change-over time for employees shall be 12:00 noon or as mutually agreed.
- 12:03 Where meals are not provided, each employee shall receive an allowance of seventy-five dollars (\$75.00) per diem for travel purposes other than on the vessel.
- 12:04 When shift changes take place, other than Come By Change, all reasonable travel expenses will be paid by the Company from Come By Chance. When private cars are used, a per kilometer rate of \$0.53/km shall be paid.
- 12:05 Any customs, benefits or conditions not covered by the Agreement presently enjoyed by the employees shall not be altered or changed during the term of this Agreement.
- 12:06 New conditions or systems arising during the life of this Agreement will, before implementation, be the topic of discussion between the Company and the Union.
- 12:07 An employee covered by this Agreement, while employed by the Company, who suffers loss of clothing or other personal effects because of a marine disaster, shall be compensated by the Company for such loss, up to a maximum of \$1,500.00.

### **Article 13 – Wages and Benefits**

- 13:01 The wages and benefits for crew members shall be consistent with those outlines in Appendix A. Payment for outside work are included in the basic rate for employees. There will be no separate cheques issued to employees for outside work during this Agreement.
- 13:02 The Company recognizes the following twelve (12) statutory holidays per year:
- |                  |                          |
|------------------|--------------------------|
| New Year's Day   | Labour Day               |
| Thanksgiving Day | Good Friday              |
| Remembrance Day  | Easter Monday            |
| Christmas Day    | Victoria Day             |
| Boxing Day       | Canada Day               |
| Civic Holiday    | One (1) Floating Holiday |

Statutory pay is included in the basic wage rate as outlined in Appendix A. There will be no separate cheques issued to employees for statutory pay during this Agreement.

### **Article 14 – Vacation Pay**

14:01 All unlicensed employees with the Company shall receive vacation pay at a rate as per the following schedule:

< 2 years – 4%

2 years to < 10 years – 6%

10 years to < 18 years – 8%

> 18 years – 10%

All vacation pay shall be identified on cheque stubs.

Regular employees will have the option of taking vacation leave in lieu of vacation pay. Regular employees wishing to take vacation leave must provide two months written notice to the Company.

The Company will bank vacation pay for employees and pay any amount owing to employees at the end of the calendar year.

The calculation for the number of days' vacation for which a regular employee is entitled will be based on the appropriate vacation pay percentage rate for that employee's year of service as outlined in 14:01 above.

### **Article 15 – Call Back**

15:01 In the event call back is required, the first right of recall will be given to the most senior members of the bargaining unit coming off shift. The second right of recall will be given to employees on layoff, with the third right to those outside the bargaining unit. Both laid off and outside bargaining unit employees will be paid regular rates for hours worked.

- 15:02 Regular employees called back on overtime shall be paid at time and one-half (1.5) for a minimum of four (4) hours overtime.
- 15:03 Notwithstanding the above, it is the discretion of management to rotate crew members from ship to ship.
- 15:04 Off shift employees placed on standby at the Company's request will be paid a minimum of four (4) hours standby time covering an eight (8) hour period. If the request is changed due to postponement and the eight (8) hour period has expired, the employee will be placed on standby again, if the Company deems this is necessary.

## **Article 16 – Insurance and Medical Plans and Group RRSP**

- 16:01 The Company shall maintain a group medical and life insurance benefit plan for regular employees only. The benefit plan will be cost shared between the Company and the employee as follows:
- a) The employee must pay the greater of Long-term Disability (LTD) or 25% of his/her total premium through payroll deductions.
  - b) The portion of the employee's total premium relating to employee life and dependent life will be included on the employee's T4 at the end of the year.

The parties agree that the Company has the right to change insurance carriers. The parties also agree that no changes will be made to the insurance coverage without the express knowledge of the Union. Where changes in insurance coverage take place, it is agreed that there will be no loss to the employees of benefits presently enjoyed.

The Union recognizes and agrees with the Company's Long-Term Disability (LTD) policy.

- 16:02 For the benefit of regular employees only, the Company will contribute 5% of the employee's monthly gross pay to the institution of the employee's choice, for purposes of maintaining an employee RRSP. The employee may contribute an equal amount if he/she chooses to do so. The Company will remit such

amount to the respective Institution on behalf of the employee. For any employee who wishes to contribute 6% of his/her monthly gross pay to an RRSP, the Company will match this 6% contribution.

### **Article 17 – Severance Pay**

- 17:01 A regular employee who has completed at least twelve (12) consecutive months of continuous employment shall be entitled to receive severance pay, if their employment is terminated by the Company. This pay shall be the equivalent of two days' pay at the employee's regular rate of wages for regular hours of work for each complete year of employment, with a minimum benefits equivalent to five (5) days' wages.
- 17:02 Employees dismissed for cause shall not be eligible for severance pay.

### **Article 18 – Bereavement Leave**

- 18:01 If a regular or part-time employee is absent from work on account of the death of a family member he/she will be eligible to receive his/her regular wages for scheduled work time lost as follows:

- five (5) consecutive calendar days, one of which will be the day of the funeral, for a death within the immediate family; defined as his/her, spouse, child, mother, father, mother-in-law, father-in-law, brother or sister, employee's own or spouse's grandmother, grandfather, grandchild, brother-in-law or sister-in-law, son-in-law or daughter-in-law.

The regular and part-time employee's pay shall be limited to those days on which regular or part-time employee is scheduled to work or is on scheduled vacation days.

18:02 A temporary employee must have been at work thirty (30) days prior to Article 18:01 applying; however, a temporary employee who has been at work less than thirty (30) days will be given a one day leave of absence with pay and a two day leave of absence without pay in the circumstance of Article 18:01.

### **Article 19 – Leave of Absence**

19:01 Applications for leave of absence shall be made in writing to the Master of the ship who shall refer all cases to the Vice-President of Operations for consideration and decision.

19:02 Such leave, if granted, will be without pay and under the following conditions:

- i. The employee's name shall be continued on the seniority list, and seniority shall accumulate during his absence.
- ii. The employee must return to work not later than the expiry date of his leave, or the expiry day of any authorized extension of it. Failure to report for work on the date required will be cause for termination of the employee's rights under this Agreement.
- iii. Leave of absence for educational purposes may be granted for a period of up to six (6) months with no loss of seniority and employees shall accumulate seniority during such leave. The employee will provide the Company with the course dates, etc.
- iv. During such leave of absence, employees must pay their regular monthly union dues or his name will be deleted from the seniority list. The Company agrees to deduct from the pay of each employee the union dues in arrears, if any, applicable under this clause when the employee returns from leave of absence.
- v. Employees are required to notify the Company of any anticipated date of their return to work following a leave of absence.

- vi. The Company will not unreasonably deny compassionate leave requests by employees.
- vii. For periods of up to nine (9) months for the purpose of acquiring seafaring tickets or certifications.

## **Article 20 – Seniority and Filling of Positions**

- 20:01 Seniority lists shall be posted in January of each year and a copy provided to the Union. Protests in regard to seniority shall be submitted in writing within twenty-eight (28) days for posting. No changes shall be made unless concurred by the Union. For any new hires, the seniority date will be based on an employee's original date of hire with the Company on a temporary basis, provided there were no breaks in employment.
- 20:02 If, as a result of circumstance, it becomes necessary to lay-off employees, they will be retained in seniority. When there is an increase in the work force after the lay-off, employees shall be recalled in reverse order of the lay-off.
- 20:03 If laid off, an employee with less than twelve (12) months service will have recall rights for a period of one (1) year. For employees with over six years' service, the recall rights shall be twenty-four (24) months.
- 20:04 A seaman whose position is abolished will have the right to bump a junior seaman with the Company if his qualifications are sufficient to perform the work.
- 20:05 Displacement, transfers, demotions and promotions to positions covered by this agreement, shall be based on ability, qualifications, performance and seniority. Ability, qualifications, and performance being sufficient, seniority shall prevail. Company management shall be the sole judge of ability, qualification and performance.
- 20:06 An employee shall retain and accumulate seniority:
- i. while on layoff up to twenty-four (24) months;
  - ii. while on sick leave, worker's compensation, pregnancy leave or court duty;



- iii. during a leave of absence; and/or
- iv. if promoted outside the bargaining unit for a period of one (1) year.

20:07 Employees shall lose all seniority if:

- i. they are discharged for just cause;
- ii. they resign;
- iii. they failed to return to work without just cause following a layoff and after being notified of the availability of work;
- iv. they failed to return to work following an approved leave of absence or sick leave without just cause; and/or
- v. they are promoted to a position outside the bargaining unit for a period in excess of twelve (12) months.

## **Article 21 – Discipline or Discharge**

21:01 An employee may be subject to disciplinary action, including discharge. Some of the reasons for disciplinary action or discharge include, but are not limited to the following:

- i. failure to promptly comply with all lawful orders of the Master while on board the ship;
- ii. failure to be present at scheduled reporting time without just cause;
- iii. the bringing or using of alcohol or illegal drugs onboard the ship or reporting to a vessel while under the influence of alcohol or illegal drugs;
- iv. theft or damage of Company property;
- v. fighting or using physical force against the Master or any other employee;
- vi. neglect of duty;
- vii. failure to comply with Company rules; and/or
- viii. deliberate interference with the sailing of a vessel.

21:02 Matters of a disciplinary nature or expressions of dissatisfaction with the performance of an employee shall be recorded in writing and placed in the personnel file of the employee with a copy of the Union. Such matters, if not recorded, shall not be considered as part of an employee's record unless recorded in the records of the ship or Master.

## **Article 22 – Grievance Procedure**

22:01 Both parties recognize the importance of processing grievances as quickly as possible and agree that any dispute concerning the administration, application or alleged violation of this Agreement shall be dealt with as follows:

- Step: 1 The aggrieved employee and the vessel delegate shall meet with the Captain concerning the grievance and a reply given within twenty-four (24) hours.
- Step: 2 If the grievance is not resolved at Step 1, the matter may be referred to other designated representative of the union and a designated shore personnel within ten (10) days and a reply given within a further two (2) days. This notice must be given in writing.
- Step: 3 If the reply from the Company does not settle the matter to the satisfaction of the grievor, the Union shall, within twenty (20) days, provide the Company with notice that the matter is being referred to arbitration for a final decision. This notice must be given in writing.

22:01 The time limits herein may be extended by mutual consent.

## **Article 23 – Arbitration**

23:01 A matter in dispute between the Company and the Union involving the interpretation application, operation or alleged

violation of any article of this Agreement may, in the event of failure to reach agreement therein, be referred by either party to arbitration.

- 23:02 The party desiring to submit a matter to arbitration shall, within thirty (30) days, deliver to the other party a notice of intention to arbitrate. This notice shall state the matter at issue and state in what respect the Agreement has been violated or misinterpreted. The notice shall also stipulate the nature of the relief or remedy sought. Within ten (10) days after the date of delivery of the foregoing notice, both parties shall meet to agree on the selection of the Arbitrator.
- 23:03 If the parties cannot reach agreement in the selection of an Arbitrator within two (2) days, then either party may request the Minister of Advance Education, Skills and Labour to appoint the Arbitrator.
- 23:04 After the Arbitrator has been appointed by the foregoing procedures, he shall convene a meeting within five (5) days, if possible, with both parties present. After hearing the evidence of both parties, the Arbitrator shall render a decision within five (5) days.
- 23:05 Whenever the incident causing the grievance includes loss in earning or a loss in benefits, the Arbitrator is empowered to order that such loss or part of such loss shall be reimbursed or restored to the employee if the Arbitrator determines that such mitigation of loss is warranted based upon the evidence submitted. In a disciplinary case, the Arbitrator is empowered to order a reduced penalty.
- 23:06 The decision of the Arbitrator on the matter at issue shall be final and binding on both parties, but in no event shall the Arbitrator have the power to add to, subtract from, alter or amend this Agreement.
- 23:07 Each party shall pay its own costs and the fees and expenses of its witnesses. The fees and expenses of the Arbitrator shall be shared equally between the parties.

## **Article 24 – Strikes and Lockouts**

- 24:01 The Union agrees that it will not cause, authorize or sanction, nor permit its members to cause or to take part in any sit-down or any strike or stoppage of any of the Company's operations or any curtailment of work, restriction of or interference with production or any picketing of the Company's property during the term of this Agreement.
- 24:02 The Company agrees that it will not cause sanction or encourage any form of lockout during the term of this Agreement.

## **Article 25 – Manning – Unlicensed Complement**

- 25:01 The vessel shall be operated with crew complements meeting safe manning regulations as stipulated in the Canada Shipping Act.

## **Article 26 – Duration of the Agreement**

- 26:01 The Agreement shall become effective July 1, 2014 and shall remain in effect until June 30, 2018, unless in any calendar year within ninety (90) days preceding the date of this Agreement, a written notice is given by either party to this Agreement to the other party informing the latter that it wishes to terminate or amend this Agreement or to negotiate a new one.

## **Article 27 – Notice of Layoff**

- 27:01 When vessels are to be temporarily laid up or on refit, the Company will provide notice to employees immediately upon receipt of the decision from the vessel owner. For less than one week's notice, the Company will pay seven (7) days' pay at the appropriate rate, in lieu of notice.

**27:02**      **The Company will provide notice of recall to employees immediately upon receipt of the decision of the vessel owner. Provided an employee has been given less than forty-eight (48) hours to return to work after being laid off and the employee is unable to report as required, they will retain seniority provide they are available to work the following crew shift.**



Dated at St. John's, Newfoundland and Labrador, this 19 day  
of June A.D., 2017.

IN WITNESS WHEREOF the parties hereto have hereunto their hands and  
seals subscribed and set the day and year first before written.

SIGNED, SEALED AND  
DELIVERED in the presence of:



FISH, FOOD AND ALLIED WORKERS-Unifor  
(FFAW-Unifor)





IN THE PRESENCE OF:



Comtug Limited



