

01 May 2018

COLLECTIVE AGREEMENT

BETWEEN

**SEAWATCH INC.
17-19 Pippy Place
P.O. Box 8951
St. John's, Nfld.
A1B 3R9**

AND

**UNITED STEELWORKERS
Local 9342**

14501 (03)

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ARTICLE 1- PURPOSE OF AGREEMENT

1.01 The parties agree that it is mutually beneficial to arrange and maintain fair and equitable earnings, labour standards, wage rates and other working conditions to obtain efficient operations to protect the safety and health of employees and to provide an orderly procedure for the adjustment of disputes which may arise between the parties hereto.

ARTICLE 2 - DEFINITIONS

2.00 Wherever it is used throughout this Agreement, the term:

2.01 "Steward" shall mean any employee employed by the employer selected or otherwise appointed by the Union to represent employees;

2.02 "Employee" shall mean any person employed by the employer including any person on the recall list, such list to be provided to the union;

2.03 "Grievance" shall mean any dispute or difference between one or more employees and/or the Union on the one hand, and the Employer on the other, respecting terms or conditions of employment or the rights, privileges or duties of the employee or employees, the Union or the Employer, and, without restricting the generality of the foregoing, including any question of the interpretation, application, administration or alleged violation of, or alleged non-compliance with, any of the provisions of this Agreement;

2.04 "International Union" shall mean the United Steelworkers ,

2.05 a) "Lay-off" shall mean a reduction in the total number of employees employed;

2.05 b) "Re-Call" shall mean an increase in the total number of employees employed;

2.06 "Lock-out" is the closing of the place of employment or the suspension of work or the refusal by the Employer to continue to employ a number of his employees for the purpose of compelling or inducing his employees, or to aid another employer in compelling or inducing his employees, to refrain from exercising any rights or privileges under the Canada Labour Code.

- 2.07** "Length of service" shall mean the time actually worked in the employment of the Employer from last date of hire. Lay-off during which seniority accumulates, approved leaves of absence and periods of absence due to illness, accident, lawful strike or lock-out, vacation and paid holiday shall be considered time worked in computing length of service;
- 2.08** "Standard hourly rate" shall mean the hourly rate of pay, exclusive of all overtime and other premiums,
- 2.09** "Strike" shall mean:
- a) a cessation of work,
 - b) a refusal to work, or
 - c) a refusal to continue to work, by employees in combination or in concert or in accordance with a common understanding, for the purpose of compelling the Employer to agree to or alter terms or conditions of employment;
- 2.10** "Union" shall mean the United Steelworkers; Local 9342.
- 2.11** "Fishery Guardians" shall mean an employee of the Company who is designated by the Department of Fisheries and Oceans to undertake enforcement activities on primarily inland waters.
- 2.12** "Place of employment" shall mean assigned work site;
- 2.13** "Pay period" shall mean the two (2) week period commencing on the day as agreed in negotiations and as outlined in a letter between the Parties which will remain in force for the term of this Agreement unless changed by mutual agreement;
- 2.14** "Full-time Seasonal employee" shall mean an individual who is scheduled to work on a regular basis of eighty (80) hours bi-weekly;
- 2.15** "Seasonal" shall mean a period of year for which employees are employed to perform a function.

ARTICLE 3 - UNION RECOGNITION

3.01 The Union is recognized as the sole and exclusive bargaining agent for all fishery guardians employed by Seawatch Inc., its' assigns or successors, in Newfoundland and Labrador, save and except those who have been excluded by virtue of the certification orders of the Canada Labour Relations Board.

ARTICLE 4 - NO DISCRIMINATION

4.01 The Employer and the Union agree that there will be no discrimination against any employee because of race, creed, colour, age, sex, sexual orientation, nationality, ancestry, place of origin, political or religious activities or affiliation, union membership or union activity. Employment Equity is to be taken into consideration during staffing requirements.

ARTICLE 5 - MANAGEMENT RIGHTS

5.01 The Union recognizes that it is the function of Management to manage the affairs of the business and to direct the working forces of the Employer.

5.02 Such management function shall be:

- a) to maintain discipline of employees, including the right to make reasonable rules and regulations, provided, however, that any dispute involving claims of discrimination, inequity or unfairness against any employee is the subject to the grievance procedure of this Agreement;
- b) to discharge, discipline or demote employees for just and reasonable cause. To hire, transfer, promote and to assign employees to shifts, provided the seniority provisions of this Agreement are observed and provided demotion shall not be used as a disciplinary measure.
- c) to establish working zones consistent with the clients organizational structure and enforcement priorities, establish designated patrol areas for each individual guardian in a fair and equitable manner, control and manage area budgets.
- d) to set working perimeters which are governed by Department of Fisheries & Oceans & the employers code of conduct and certification requirements.

e) to require physical fitness testing and medicals by May 1st of each year as required by Department of Fisheries & Oceans.

5.03 The Employer shall not exercise its rights to direct the working force in a discriminatory, inequitable or unfair manner.

5.04 The rights reserved to management herein are subject to the other provisions of this Agreement and shall be exercised in a manner that is fair, reasonable and consistent with the terms of the Agreement.

ARTICLE 6 - ANTI - HARASSMENT

6.01 The Company and the Union shall take all reasonable steps to maintain a working environment, which is free from sexual and/or racial harassment.

6.02 For the purposes of this article, “Sexual Harassment” includes:

- a) Unwanted sexual attention of a persistent or abusive nature, made by a person who knows or ought reasonably to know that such attention is unwanted; or
- b) Implied or expressed promise of reward for complying with a sexually oriented request; or
- c) Implied or expressed threat or reprisal, in the form either of actual reprisal or the denial of opportunity, for refusal to comply with a sexually oriented request; or
- d) Repeated sexually oriented remarks and/or behavior, which may reasonably be perceived to create a negative psychological and/or emotional environment for work and study.

6.03 For the purpose of this clause, “racial harassment” includes engaging in a course of comment or conduct that is known or ought reasonably to be known to be unwelcome where such comment or conduct consists of words or action by the Employer, supervisor, or a co-worker in the bargaining unit, which disrespects or causes humiliation to a bargaining unit employee because of his/her race, colour, creed, ancestry, place of origin or ethnic origin.

6.04 Where an alleged breach of Article 6.01 has occurred, the aggrieved employee (complainant) may initiate a grievance at Step Two of the grievance procedure as defined in Article 9.

6.05 The arbitrator shall impose a remedy which is designed to only affect the perpetrator insofar as that is possible and where there is any detriment to be suffered respecting job classification, seniority, wages, etc., such detriment shall fall upon the perpetrator and not upon bargaining unit employees.

ARTICLE 7 - UNION SECURITY

7.01 It shall be a condition of employment that every employee, new, rehired and recalled becomes a member of the Union on the date of hire, rehire or recall.

7.02 The Employer shall deduct from the earnings of each employee every payday, union dues, fees and assessments in the amount certified by the Union in writing and submit them to the International Secretary Treasurer of the United Steelworkers AFL-CIO-CLC, P.O. Box 13083 Postal Station A, Toronto Ontario M5W 1V7, in the two (2) week period following the last pay of any given month, complete with a list of employees so deducted and also with a completed copy of Form R-115. The employer will be given a sixty (60) day notice by the Union of any change in required deductions.

7.03 Each new employee shall be introduced by the supervisor to the Steward, where possible.

7.04 The Union will be advised in writing of each new employee, the employee provided with a copy of the current collective agreement and the Union provided with the mailing address for each new employee.

Union Representation

7.05 One Steward per detachment, designated by the union, will be recognized by the Company for the purpose of processing grievances and complaints that may arise. The Union shall inform the Company in writing of the names of the authorized stewards and officers and the Company will not be obliged to recognize such stewards and officers until it has been so notified.

7.06 It is agreed that there will be no Union activity at the on-site locations of the Company's clients except with the express written agreement of the Company.

The Union agrees it will pay any lost time wages of the Steward and grievor attending grievance arbitration under this Agreement.

The Company and the Union agreed that grievance meetings shall be set up by mutual consent.

Humanity Fund

7.07 The Company agrees to deduct the amount of one (\$0.01) cent per hour from the wages of each employee for all hours worked.

The total amount deducted pursuant to this Article shall be remitted to the Steelworkers of America National Office, 234 Eglinton Avenue East, Toronto, Ontario, M4P 1K7.

Remittances pursuant to this Article shall be made at the same time as union dues are remitted in accordance with Article 7 of this Agreement.

When remittances are made pursuant to this Article, the Company shall provide the Union with a complete list of employees, on whose behalf such payment has been made, along with the amount of such payment.

The Company shall bear no liability for any error made in deduction.

7.08 The Union agrees to indemnify and hold the Company harmless against any claims, lawsuits and charges brought against it by an employee as result of the application of this Article 7.

ARTICLE 8 - DISCHARGE AND DISCIPLINARY PROCEDURE

8.01 The Company retains the right to discipline an employee for just and reasonable cause; such discipline is subject to the employers code of conduct. When the Company has established that an infraction has been committed by an employee and that disciplinary action is warranted, he/she will be disciplined within ten (10) working days.

8.02 The company favors "Corrective Discipline" as opposed to "Punitive Discipline" so agrees to follow the procedure of progressive discipline as follows:

1. A verbal Warning -
2. A Written Warning - copy to Union
3. A Suspension without pay - copy of notice to Union;
4. Discharge - copy of notice to Union

The Union will be notified at the same time as the employee.

If requested, an employee may have a shop steward present at any step of the progressive disciplinary procedure.

8.03 The above noted procedure shall apply in all cases where corrective measures can be utilized and shall be subject to the grievance procedure should the employee or the Union disagree. Unless circumstances justify immediate discipline or discharge, 8.02 above will be followed.

8.04 There shall be only one employee personnel file and the employee shall have access to review his/her file at a mutually agreed upon time.

8.05 Twenty four (24) months after a first written reprimand has been issued, the reprimand so given shall not be considered in any subsequent disciplinary action and shall be removed from the employee's employment records. In cases where an employee has been given a record reprimand which involves disciplinary action before the first has been so removed from his/her employment record, such second reprimand shall not be considered in any disciplinary action after twenty four (24) months from the date of issuance and shall be removed from the employee's employment records after the expiry of the said twenty four (24) months.

8.06 In the event of a claim that an employee has been disciplined unjustly or unreasonably by any means other than discharge or suspension, the grievance shall be filed at Step 2 of the grievance procedure.

8.07 The Company shall not impose disciplinary penalties unjustly or unreasonably. In the event of a claim that an employee has been discharged or suspended unjustly or unreasonably, the grievance shall be filed at Step 2 of the grievance procedure within fifteen (15) working days.

8.08 If it is determined or agreed at any step of the grievance procedure, including arbitration, that an employee has been suspended or discharged unjustly or unreasonably, or that such penalty was too severe, the Company shall:

1. Put the employee back on his/her job with no loss of seniority;
2. Pay to the employee either the amount he/she would have earned had she/he been working, less any outside earnings.

8.09 If it is determined or agreed at any step of the grievance procedure, including arbitration, that an employee has been disciplined unreasonably or unjustly, or too severe, the Company shall:

1. Rescind the penalty, or
2. Reduce the penalty to such lesser form as is considered just and equitable by the parties or by the Arbitrator as the case may be.

ARTICLE 9 - GRIEVANCE PROCEDURE

9.01 The parties to this Agreement are agreed that it is of the utmost importance to adjust complaints and grievances as quickly as possible. In determining the time limits within this Article, Saturdays, Sundays and recognized holidays shall be excluded. Any and all time limits fixed by this Article may be extended by mutual agreement between the Company and the Union.

The company shall not have to show just and reasonable cause for its decision to discharge or discipline a probationary employee; but must exercise this discretion in a bonafide, non arbitrary and non-discriminatory manner.

9.02 Should any question arise concerning the application, interpretation or alleged violation of the provisions of this Agreement between the Company and any employee or group of employees, the following procedure shall apply:

Step 1

Any employee and/or her/his Steward shall discuss any complaint with her/his immediate supervisor. The Supervisor shall state her/his decision to the Steward within ten (10) working days. Failing any reply or a satisfactory settlement within ten (10) working days, the employee may proceed to Step 2.

Step 2

If the matter is not satisfactorily settled at Step 1, it may be submitted to the Manager or her/his designated representative, on an approved grievance form, who shall within fifteen (15) working days of the submission of the grievance to her/him, hold a meeting with the Union Steward and the grievor, who may be accompanied by the Staff Representative of the International Union. The Manager shall within fifteen (15) working days of such meeting, or at a time agreed upon, state his/her decision to the Union in writing.

- 9.03** No grievance shall be considered if the circumstances occurred or originated more than ten working days prior to filing a complaint in Step 1 of 9.02. In the case of any violation, the ten working days shall commence from the date the employee becomes aware of the occurrence or becomes knowledgeable of the incident.
- 9.04** In the event that the union and or the company has a grievance relating to the interpretation, application, administration or alleged violation of the provisions of the collective agreement, such grievance(s) shall be presented at step 2. The grievance procedure may be utilized by the Company or by the Union in processing a grievance and which alleges a violation of this Agreement. Such a grievance may be introduced at Step 2.
- 9.05** The parties may submit any unresolved grievance within fifteen (15) working days following step 2 of the grievance procedure to arbitration as provided for an Article 10 of this agreement.
- 9.06** The union acknowledges that each member of the grievance committee has regular work to perform and that he/she shall only be absent from such work with the permission of the employer and upon resuming his/her regular duties, he/she shall again report to the employer and such permission not to be unreasonably withheld.

ARTICLE 10 - ARBITRATION

- 10.01** All grievances referred to arbitration shall be heard by a single arbitrator and shall be heard in the expedited format.
- 10.02** The hearing shall take place at any time mutually agreed upon between the Company, the arbitrator, and the Union. The arbitrator shall make such decision as may finally dispose of the question in issue and the decision shall be final and binding on all parties. The arbitrator's decision shall be ordered within 30 days of the hearing. Arbitrations shall be heard in the city where the employee(s) work.
- 10.03** The arbitrator shall not have any power to alter or change any of the provisions of this Agreement or to substitute any new provisions or any existing provisions nor to give any decision inconsistent with the term or provision hereof.
- 10.04** The Company and the Union shall share equally the expenses of the arbitrator.
- 10.05** If there should be an accumulation of grievances or disputes to be referred to arbitration, such grievances or disputes may, by mutual agreement, be dealt with by the arbitrator agreed upon by the parties.
- 10.06** Any and all time limits fixed by this Article may be extended by mutual agreement between the Company and the Union.
- 10.07** The arbitrator shall have authority to modify the penalty in a grievance involving the suspension or discharge of an employee.
- 10.08** The parties agree to select Arbitrators by mutual agreement.
- 10.09** Expedited Arbitration; as provided for by the Canada Labour Code.
- Hearing within 30 days of appointment, hearing less formal than a single or panel arbitrator. Affidavit evidence is acceptable. Simple guidelines for hearing to be established by appointed arbitrator at commencement.

ARTICLE 11 - SENIORITY

11.01 Establishment and Accumulation of Seniority

At the date of signing the employer, in consultation with the union, shall establish a seniority list for its' employees.

- a) Employees within the bargaining unit on the date of ratification shall be ranked in order of service within the Fishery Guardian Occupation within the province of Newfoundland and Labrador.
- b) Seniority of an employee covered by the Agreement shall be established after a probationary period of *one* season worked and shall count from date of employment. Employees hired on the same day will be placed on the seniority list in order of their ranking within the selection process following the signature of this collective agreement. During the probationary period, the employee shall be entitled to all rights and benefits of this Agreement, except as otherwise provided.

Seniority shall be maintained and accumulated during:

1. Absence due to lay-off, sickness or accident;
 2. Authorized leave of absence;
 3. A one year leave of absence for educational purposes
- c) When the company acquires a new site, employee's seniority will be established as of the date of start. Employees will be hired & ranked in order of detachment seniority, of that of the previous employer.
 - d) When the company acquires or purchases an existing enforcement company, employees seniority will be established as of the date of acquisition and employees will be ranked in the order of the previous company's seniority list.

11.02 Loss of Seniority

An employee shall lose his/her seniority standing and his/her name shall be removed from all seniority lists for any one of the following reasons:

1. If the employee voluntarily quits, in writing;
2. If the employee is discharged for just and reasonable cause and is not reinstated in accordance with the provisions of this Agreement;

3. If the employee is laid-off and fails to return to work within *five* (5) working days after he/she has been notified to do so by the Employer. The Union recognizes the nature of the fishery guardian business and in cases of emergency only; the Employer reserves the right to by pass this requirement.

4 Notwithstanding 10.01 - 1, an employee off work for medical /other reasons in excess of twenty four (24) calendar months, where there is no reasonable likelihood of return to work.

5 Fails to return to work upon the expiration of an authorized leave of absence or vacation, without valid reason.

11.03 Lay-offs

Notwithstanding, the deployment of Fishery Guardians, to fulfill the requirements of the Department of Fisheries & Oceans at patrol locations, lay-off and recall shall be as follows:

- a) Lay-off due to lack of work shall be by seniority with the employee with the least detachment unit seniority, at the patrol location.
- b) Laid-off employees shall be given the opportunity to fill any vacancies at any other work location on the basis of seniority, qualification, and client agreement, in the order given.
- c) Recall following lay-off will be in based upon Seniority. Employees will be recalled to the detachment they were previously assigned.

11.04 No new employee shall be hired when there is an employee on lay-off able to perform the job on the basis of qualification.

11.05 Seniority Lists

The Employer shall establish a seniority list starting with the earliest verifiable date of current contiguous employment as a fisheries guardian. At the beginning of each season a list shall be revised and copies posted on the bulletin boards for employees' inspection. The Union shall also be provided with one copy. Any errors or omissions shall be corrected and issued on the next seniority list.

Transfers

- a)** If an employee relocates to another area of the Province other than the employees' work detachment, the employee may request a transfer and the right to be hired in a new location where the employer has a working contract for fishery guardian on the basis of qualifications and client agreement. Such person shall maintain Company seniority and shall be placed on the bottom of the list at the new work location.
- b)** If an employee relocates at the companies request to another area of the Province other than the employees' work detachment, the employee shall be reimbursed for the cost of relocating household effects with respect to the move.
- c)** Employee's will be given the opportunity to fill vacancies within their detachment on a voluntary basis.

11.07 A working supervisor will be established at each location. This position is not to be part of the bargaining unit. All members promoting into this position would remain a part of the bargaining unit for a period of one season, with all rights and privileges of the bargaining unit. Union deductions would continue during this period. Working supervisors will be established on a detachment basis.

11.08 Where the Company is awarded a contract for the performance of fishery guardian services at a site where, immediately prior to such award, individuals were performing substantial similar services ("the incumbent employees") and the incumbent employees are unionized with the Union, the employees working at the site, once he/she meets Company's Standards of Employment, will be offered employment and upon acceptance of such offer will be deemed hired, and the employer will be required to pay employees performing those services remuneration equivalent to that which the employees of the previous employer were entitled to receive under the terms of a collective agreement, unless one of the following situations occurs:

- a)** The incumbent employee's job duties were not primarily at that site during the thirteen (13) weeks before the Company takes over.
- b)** The incumbent employee is temporarily away and his/her duties were not primarily at that site during the last thirteen (13) weeks when he/she worked.

- c) The incumbent employee has not worked at that site for at least thirteen (13) of twenty-six (26) weeks before the Company takes over the contract. The twenty-six (26) week period is extended by any period where services were temporarily suspended or where the employee was on a pregnancy/parental leave pursuant to the provisions of the Labour Standard Act, amended from time to time.

11.09 Where the incumbent employees are not unionized with the Union, the employees shall not be deemed hired and will only fall under the provisions of the Collective Agreement when such employees are hired by the Company.

ARTICLE 12 - UNIFORMS

12.01 Uniforms will be supplied to the Fishery Guardians as follows:

The company is responsible for ensuring that each Fishery Guardian has a work uniform complement (bearing appropriate insignia) of 2 shirts, 2 pair of pants, 1 ball cap and 1 patrol jacket, boots and raingear. The life cycle for replacement shall be 4 seasons for the jacket, and raingear and two seasons for the other items listed. Replacement of any of the above items can be done when circumstances warrant with the approval of DFO.

ARTICLE 13 - WAGES

13.01 Wages shall be paid as per existing practice. (i.e.: bank transfer, cheque, etc.)

13.02 Employees shall be paid at regular intervals not exceeding fourteen (14) days.

13.03 Employees shall receive their wages at a day agreed upon as per Article 2.13.

13.04 When the regular pay day falls on the bank holidays, wages shall be paid to the employee on the preceding working day,

13.05 The Employer shall remit to the employee a pay slip with enough information to allow him/her to check the computation of his/her wage. This pay slip shall contain the following data, specifically;

1. The Employer's name
2. The Employee's last and given name
3. The Employee's classification
4. The payment date and its corresponding work period
5. The number of hours paid at the applicable rate during the hours of the regular work week
6. The number of overtime hours paid at the applicable overtime rate
7. The nature and amount of premiums, indemnities or allowances issued
8. The wage rate
9. The amount of gross wages
10. The nature and amount of deductions made
11. The amount of take-home pay

13.06 For the duration of the Agreement, the employer shall pay the wages provided in Appendix "A".

13.07 The employees' acceptance of a pay slip does not waive payment of all part of the wages owed him/her.

13.08 The employer may deduct wages only when compelled by a law, a court order, a collective agreement, or when authorized by a law, a court order or a document signed by the employee.

ARTICLE 14 - HOURS OF WORK AND OVERTIME

- 14.01 a)** The standard work week for an employee covered by this Agreement is seven (7) consecutive days starting on Sunday.
- 14.01 b)** The workday for Fishery Guardians may vary depending on operational requirements but will normally consist of eight (8) hours in a twenty four (24) hour period for a total of eighty (80) hours biweekly.
- 14.02 a)** Hours worked by an employee in excess of eight (8) hours per day or eighty (80) hours bi-weekly shall be paid as time off in lieu of time worked at the standard hourly rate agreed to by the fishery guardian. Where operational requirements do not support the accrual or liquidations of overtime hours, subject to the prior approval of DFO, overtime hours will be paid at 1.5 times the hourly rate.
- 14.02 b)** A regular employee will not work more than seven (7) consecutive days, whether included in the same week or not, failing which, as of the eighth (8th) day she/he will be paid as time off in lieu of time worked at the standard hourly rate agreed to by the fishery guardian. Where operational requirements do not support the accrual or liquidations of overtime hours, subject to the prior approval of DFO, overtime hours will be paid at 1.5 times the hourly rate.
- 14.04** Unless mutually agreed, an employee will not be forced to stay in excess of four (4) hours in the event their replacement does not report for work.
- 14.05 Employees injured on the job to the extent that they cannot continue to work, will be paid the remainder of the shift provided they seek medical attention.
- 14.06** No shifts will be scheduled with less than eight (8) hours rest between shifts unless by mutual agreement, excluding split shifts.
- 14.07** Due to the nature of the Enforcement Requirements, unforeseen call-outs may arise, where employees may be required to report to work earlier than their regular scheduled shift or required to stay beyond their regular scheduled shift. Such a request will not be unreasonably refused.

14.08 An employee called to work after having left the work area will be paid a minimum of four hours pay or time off in lieu for all hours worked on the call out whichever is greater.

14.09 Fishery Guardians will be expected to work a variety of shift schedules, with hours of work which may not be continuous, that may commence/terminate at any time during a 24 hour day and will include patrols during hours of daylight and darkness.

ARTICLE 15 - ANNUAL VACATION

15.01 Employees will receive four (4%) vacation pay per pay period.

ARTICLE 16 - PAID HOLIDAYS

16.01 For the purpose of this agreement guardians will be required to work on statutory holidays when requested by the client.

1. Canada Day
2. Labour Day
3. Victoria Day

16.02 An employee will be paid an allowance of the number of hours they are regularly scheduled to work at his/her standard hourly rate for each of the holidays referred to in Article 16.01. In any event the employee shall not receive less than the average number of hours for that work provided that:

- a) He/she performs work, is scheduled off, on vacation, or on approved leave of absence on the day that the holiday is observed.
- b) he/she worked his/her last scheduled shift before and his/her first scheduled shift after the day the holiday is observed.
- c) In the event an employee has been on sick leave to a maximum of five (5) working days.

16.03 An employee who works on any holiday as referred to in Article 16.01 will be paid at the rate of 150% in addition to the allowance referred to in Article 16.02.

ARTICLE 17 - LEAVE OF ABSENCE

17.01 a) In the event of the death of an employee's spouse, common law spouse, child, father, mother, sister, brother, grandfather, grandmother, grandchild, mother-in-law and father-in-law, the employee will be entitled to three (3) days with pay including the day of the funeral provided the employee would have been scheduled to work.

17.01 b) If the death of any aforementioned relative occurs 200 kilometers out of town, an additional day without pay will be granted to run consecutively after the previously mentioned days of bereavement leave.

If an employee is notified of a death in his/her immediate family, he/she shall be relieved from duty and paid for the balance of his/her shift.

17.02 The employer agrees to abide by the appropriate legislation in the case of maternity leave and adoption leave and the employee will be reinstated to his/her former position, if available, or a similar position at the expiration of such leave.

17.03 Leave of absence without pay will be granted to not more than two (2) employees to attend Union Conventions and other Union functions provided that a written request is received by the Company two (2) weeks in advance of the date that the leave is to commence. Such conventions should be scheduled during the off season.

17.04 An employee shall be granted a leave of absence without pay from the employer to work for the Union to a maximum of one (1) year.

17.05 An employee shall be granted a leave of absence without pay from the employer to work for the Client to a maximum of one (1) year.

ARTICLE 18 - HEALTH AND SAFETY

- 18.01** The employer shall make all reasonable provisions for the occupational health and safety of its employees. All rights and privileges established under the laws of the Province or the Canada Labour Code in respect of occupational health and safety shall form part of this Agreement.
- 18.02** The employer and the Union recognize the need for constructive and meaningful consultations on health and safety matters. Consequently, joint health and safety committees shall be formed to review and establish safe work practices and policies.
- 18.03** The Joint Health and Safety Committee shall consist of one (1) member selected by the Union to represent the Union members and one (1) member from Management. The Committee shall meet as required and in any event at least once per season.
- 18.04** The time spent in meetings shall be paid at the regular straight time of the employees by the Employer.
- 18.05 a)** An employee or group of employees may refuse to do any particular job or series of jobs at his(their) place of employment where he(they) believes that the job or series of jobs is (or are) dangerous to his(their) health and safety.
- 18.05 b)** Upon refusing to work or to do a particular job, the employee(s) shall immediately report the circumstances of his (their) refusal to his (their) supervisor(s) who shall forthwith investigate the report in the presence of the employee(s). The employee(s) will have a shop steward present if he (they) so desire.
- 18.05 c)** Failing satisfactory settlements as referred to in (b) above, two (2) representatives of the Health and Safety Committee (one (1) from the union and one (1) from the company) will investigate the report. No other employee will be assigned to the job concerned before it has been investigated by the two Health and safety members and only after the employee assigned has been advised of the work refusal.
- 18.05 d)** Failing to satisfactory correction of the problem the matter in question shall be investigated by the Joint Health & Safety Committee.

18.05 e) Failing satisfactory correction of the problem, a Government Inspector will be called and his decision will be final and binding upon the parties. No employee(s) shall be disciplined by reason of the fact alone that he she has refused to act as set out above.

It is also generally understood that temporary assignment to alternative work at no loss of pay to the employee(s) until the matter is resolved shall be deemed not to constitute disciplinary action.

18.06 The Company will supply at no cost to the employee all safety equipment required at the work-site, as determined by the client.

ARTICLE 19 - BULLETIN BOARDS

19.01 The Company will provide a bulletin board at each work location subject to DFO approval for the posting of Union notices related to elections, meetings and social functions provided that such notices are signed by an authorized Union official.

ARTICLE 20 - NOTICES

20.01 Any notices in writing which either party gives to the other shall be by registered mail, postage prepaid, email addressed as follows:

TO THE COMPANY:

Seawatch Inc. 17-
19 Pippy Place
P.O. Box 8951 St.
John's, Nfld.
A1B 3R9
crose@beothuk.com

TO THE UNION:

United Steelworkers
Local 9342
P.O. Box 1495
St. John's, Nfld.
A1C 5N8

20.02 Any notice provided in the Agreement to be mailed by registered mail shall be deemed given as of the next day after date of mailing. The registration receipt shall establish the date of mailing.

20.03 The Company or the Union may change its address at any time by notice as set out in Article 20.01.

ARTICLE 21 - NO STRIKE/NO LOCK-OUT

21.00 In view of the procedure herein set forth for settling differences and grievances, the Parties agree that there shall be No Strike/No Lock-out, during the term of this Agreement.

ARTICLE 22 - PAID BENEFITS AND ALLOWANCES

- 22.01** Employees shall be provided with appropriate transportation or shall be reimbursed at the rate of not less \$0.45/KM for travel required in the performance of their duties within their patrol zone.
- 22.02** Travel claims shall be supported with documentation to substantiate the claim.
- 22.03** The employee is required to have First Aid Certificate as a condition of employment. The employer shall pay the fee for the renewal of the first aid course.
- 22.04** The employee shall obtain a Medical certificate from his/her Family Physician indicating good health/physical condition enabling effective performance of the full range of Guardian duties. A statement of duties must be presented to the physician at the time of the assessment. The following shall be used to determine frequency of medical evaluations:
- Every 3 years to age 39
 - Every 2 years age 40 to 54
 - And annually thereafter
- Written clearance from a Physician is a condition of employment.

ARTICLE 23 - DURATION

- 23.01** This Agreement shall remain in effect from May 1, 2018 up to April 30, 2022, and shall be renewed automatically from year to year thereafter unless either party gives notice of amendment to the other party within ninety (90) days of the expiry date or any subsequent anniversary date thereof.

In witness whereof the parties hereto have duly executed this agreement this 15 day of May 2018.

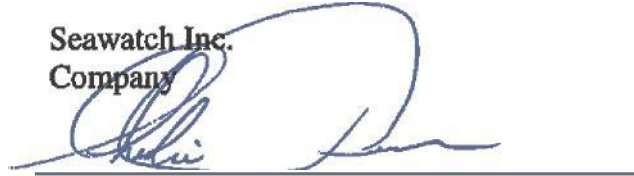
FOR:

United Steelworkers
Union



FOR:

Seawatch Inc.
Company



APPENDIX "A"

Wage Rates

April 01, 2018	New Guardian	\$21.54	+ 4% vacation pay = \$22.40
	2nd Year Guardian	\$22.90	+4% vacation pay = \$23.81
	Regular Guardian	\$25.52	+ 4% vacation pay = \$26.54
—			
April 01, 2019	New recruit	\$21.54	+ 4% vacation pay = \$22.40
	2nd Year Guardian	\$22.90	+ 4% vacation pay = \$23.81
	Regular Guardian	\$25.90	+ 4% vacation pay = \$26.93
—			
April 01, 2020	New recruit	\$21.54	+ 4% vacation pay = \$22.40
	2nd Year Guardian	\$22.90	+ 4% vacation pay = \$23.81
	Regular Guardian	\$26.28	+ 4% vacation pay = \$27.33
—			
April 01, 2021	New recruit	\$21.54	+ 4% vacation pay = \$22.40
	2nd Year Guardian	\$22.90	+ 4% vacation pay = \$23.81
	Regular Guardian	\$26.67	+ 4% vacation pay = \$27.73