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No. OF EMPLOYEES	900		
NOMBRE D'EMPLOYÉS	SA		

## Agreement

**1992 - 1994**

**Between:**

### **Council of Marine Carriers**

(hereinafter referred to as the "Company")

**And**

### **Canadian Merchant Service Guild**

representing Masters, Mates and Engineers  
(hereinafter referred to as "The Guild")

**Expiry date: September 30th, 1994**

**AUG 24 1993**

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## INDEX

PREAMBLE:	5
<b>PART I GENERAL</b>	
1.01 RECOGNITION	6
1.02 TERMINATION OF EMPLOYMENT	7
1.03 DISCRIMINATION AND INTIMIDATION	7
1.04 LEGAL DEFENCE INSURANCE	7
1.05 CANADIAN MERCHANT SERVICE GUILD, WESTERN BRANCH PENSION PLAN	8
1.06 BOARDING PASS	8
1.07 WARRANTY OF CONTINUOUS OPERATION	8
1.08 BENEFIT PLAN	9
1.09 MARINE DISASTER AND MISHAP	10
1.10 MEDICAL EXAMINATIONS	10
1.11 GRIEVANCE PROCEDURE	11
1.12 SENIORITY	14
1.13 ANNUAL VACATIONS	17
1.14 ANNUAL VACATION PAY ON TERMINATION	18
1.15 STATUTORY HOLIDAYS	19
1.16 LEAVE (LAY DAYS)	20
1.17 LEAVE OF ABSENCE	22
1.18 EDUCATION AND UPGRADING	24
1.19 DUTIES	25
1.20 DUTIES OTHER THAN AS AN OFFICER	26
1.21 OFFICERS WORKING BY THE VESSEL	27
1.22 CLOTHING	28
1.23 RATES OF PAY	30
1.24 OVERTIME	30
1.25 MANNING	31
1.26 JOINT SAFETY COMMITTEE	33
1.27 LIABILITY INSURANCE	34
1.28 TOUR OF DUTY	34
1.29 OTHER MARINE EMPLOYMENT	34
1.30 SEVERANCE PAY	34
<b>PART II CONTINUOUS OPERATING VESSELS</b>	
2.01 HOURS ON DUTY	34
2.02 LEAVE	35
2.03 SUBSISTENCE	36
2.04 TRAVEL AND TRANSFERS	37
2.05 PAYMENT FOR EXCESSIVE HOURS	38
2.06 SECURITY WATCHES	38
2.07 RADAR EQUIPMENT	38
<b>PART III SHIFT TUGS</b>	
3.01 SHIFT TUGS	39

<b>3.02</b>	EIGHT HOUR SHIFT	<b>42</b>
<b>3.03</b>	TWELVE HOUR SHIFT TUGS	<b>42</b>
<b>PART IV</b>		
<b>4.01</b>	FASTWATER VESSELS	<b>42</b>
<b>4.02</b>	WATER TAXIS AND CRUISE VESSELS	<b>43</b>
<b>PART V</b>		
<b>5.01</b>	SHIPS OTHER THAN TUGS	<b>43</b>
<b>5.02</b>	UNION DISPATCH HALL FEE	<b>44</b>
<b>5.03</b>	OLD AGREEMENT	<b>44</b>
<b>5.04</b>	EFFECTIVE DATES	<b>44</b>
<b>5.05</b>	TERM OF AGREEMENT	<b>44</b>
<b>APPENDICES</b>		
<b>A.</b>	NOISE ABATEMENT PROGRAM	<b>46</b>
<b>B.</b>	PAYROLL PROCEDURES	<b>48</b>
<b>C.</b>	BAREBOAT CHARTERS	<b>49</b>
<b>D.</b>	REASONABLE COSTS	<b>50</b>
<b>E.</b>	WAGE RATES	<b>51</b>
<b>F.</b>	TOWBOAT ACCOMMODATION STANDARDS	<b>61</b>
<b>G.</b>	LIST OF VESSELS AND COMPANIES	<b>69</b>
<b>H.</b>	ASBESTOS CONTROL PROGRAM	<b>72</b>
<b>I.</b>	SHIFT STARTING TIMES - FRASER AND PITT RIVER OPERATIONS	<b>73</b>
<b>J.</b>	HAIDA MONARCH/BRAVE; HAIDA TRANSPORTER; SEASPAN DORIS/GREG	<b>74</b>
<b>K.</b>	USE OF CONTINUOUS OPERATING VESSELS - FRASER RIVER YARDING	<b>79</b>
<b>L.</b>	RIVER MATES - WESTMINSTER TUG BOATS LTD.	<b>80</b>
<b>M.</b>	LETTER OF CLARIFICATION CREW COMPLEMENT	<b>81</b>
<b>N.</b>	SOUND BOOTHS IN VESSELS OVER <b>2000</b> K.W.	<b>82</b>
<b>O.</b>	LETTER OF UNDERSTANDING - CREW COMPLEMENT	<b>83</b>
<b>P.</b>	USE OF CONTINUOUS OPERATING TUGS UTILIZED AS SHIFT VESSELS FOR SHIP DOCKING ONLY	<b>84</b>
<b>Q.</b>	MANNING - LOG TOWING - SPECIFIC VESSELS	<b>85</b>
<b>R.</b>	SUBSISTENCE ALLOWANCE RATES	<b>86</b>
<b>S.</b>	CONTINUED PROFICIENCY ENDORSEMENT (CPE)	<b>87</b>
<b>T.</b>	LENGTH OF SHIFTS FOR SHIFT BOAT PERSONNEL	<b>88</b>
<b>U.</b>	JOB REDUNDANCY CLAUSE	<b>89</b>
<b>V.</b>	JOB REDUNDANT SCHEDULE AGREEMENT NUMBER 1	<b>91</b>
<b>W.</b>	JOB REDUNDANT SCHEDULE AGREEMENT NUMBER 2	<b>92</b>
<b>X.</b>	LOG TOWING SHIFT TUGS	<b>93</b>
<b>Y.</b>	POSTINGS - "HAIDA BRAVE, MONARCH AND TRANSPORTER	<b>95</b>

AGREEMENT

1992 - 1994

BETWEEN:

COUNCIL OF MARINE CARRIERS  
(hereinafter referred to as the "Company")

AND:

CANADIAN MERCHANT SERVICE GUILD  
representing Masters, Mates and Engineers  
(hereinafter referred to as "The Guild")

PREAMBLE:

For the purposes of this Agreement, the "Company" shall mean the **Council Of Marine Carriers** as of the date of signing this Agreement as listed in Appendix "G" hereto.

The intent of this Agreement is to ensure for the Company, the Guild and the Officers employed by the Company the full benefits of orderly and legal collective bargaining, and to promote harmonious employment relationships between the parties.

As signatories to this Agreement, it shall be the duty of the Company and the Guild to abide by the terms set out hereinafter.

**PART 1 GENERAL**

**1.01 RECOGNITION**

- (a) The Company recognizes the Guild as the sole bargaining agent for all Masters, Mates and Engineers employed on vessels owned, operated or directly or indirectly controlled by the Company provided that such vessels are operated within the coastal and inland waters of British Columbia or in waters bordering on the Yukon and North West Territories, or if operated on a national or international basis that the port from which the vessel is dispatched is within those waters of British Columbia, Yukon and the North West Territories.

The Company agrees that only tugs covered by a Guild Agreement will be employed to perform work except in those designated areas in which other unions have historically manned tugs. It is understood that the only exceptions to this would be in the event of Guild tugs not being available when required to do the job and U.S. Flag Tugs. The Company agrees to inform the Guild monthly of any exceptions.

- (b) Where a vessel covered and listed in this Agreement is chartered or leased, the terms of such charter or lease shall provide that this Agreement shall apply unless a vessel is chartered or leased to a Company which has an Agreement with another Union to man and operate vessels and such agreement contains the provision that the other Union has jurisdiction over the work to be performed.
- (c) Where a vessel covered by this Agreement is sold to another Company or to an individual, satisfactory proof of such sale shall be provided to the Guild at time of sale.
- (d) For greater clarity, the parties agree that the vessels described above are as listed in Appendix "G", and the parties recognize that the list may be altered from time to time, pursuant to ARTICLE 1.01 (a). Additions to the company's fleet of existing vessels shall be covered by the agreement and the Company agrees to notify the Guild as these occur.

The Guild will be allowed to display its insignia aboard the vessels and it may be up to 12" by 9" in size.

- (e) The Company recognizes the Guild as a source of supply for all Officers covered by this Agreement and may request same from the Office of the Guild. The Company agrees to employ only members of the Guild in good standing.
- (f) Effective the last pay period of each month, the Company shall deduct from the wages due and payable each Officer coming within the scope of

this Agreement, an amount equal to the uniform monthly membership fees, pension contributions as required and any assessments of the Guild. The amount so deducted shall only be changed during the term of this Agreement to conform with changes in the amount of the regular fees of the Guild in accordance with its Constitution and By-laws.

- (g) The Company will deduct initiation fees and remit same to the Guild upon receipt of proper authorization from the Officer concerned.
- (h) All deductions required under this Article will be forwarded to the Western Branch of the Guild, attention of the Secretary-Treasurer within thirty (30) days together with a list in duplicate showing the names of the Officers to whom said deductions are to be credited and the month for which the deductions are made.

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**1.02 TERMINATION OF EMPLOYMENT**

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- (a) **TERMINATION:** An Officer shall be given fourteen (14) days notice of termination of employment except in cases of discharge for just cause. Failure to give such notice will result in fourteen (14) days pay. An Officer when hired for relief or temporary work which does not exceed three (3) months shall only be entitled to the provisions of (b) below.
- (b) **LAYOFF:** An Officer shall be given forty-eight (48) hours notice of layoff. Failure to give forty-eight (48) hours notice shall result in payment of two (2) days wages.
- (c) An Officer shall give his employer forty-eight (48) hours notice of termination of employment.

**1.03 DISCRIMINATION AND INTIMIDATION**

The Company agrees not to discriminate against or intimidate any member of the Guild for his activities on behalf of or for membership in the Guild.

**1.04 LEGAL DEFENCE INSURANCE**

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- (a) Legal defence insurance for Officers covered by this agreement shall be provided in the following manner: The Guild shall provide legal defence insurance which shall be paid for by the Company at the rate of Ten Dollars (\$10.00) per month for each Officer in its employ.
- (b) The Company and Officers shall be advised as to the terms, conditions and extent of coverage so placed.
- (c) "Officer" means Officers who are members in good standing of the Guild.

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**1.05 CANADIAN MERCHANT SERVICE GUILD, WESTERN BRANCH  
PENSION PLAN**

- (a) (i) *46/4* Effective date of signing, the employer will contribute monthly to the Pension Plan a total of seven and one-half (7.5) percent of each Officer's monthly basic rate of pay actually paid to the Officer each month. The plan will be portable within C.M.C. and Guild membership. Officers for whom the seven and one-half (7.5) percent contribution is made will contribute concurrently by payroll deduction, an equal seven and one-half (7.5) per cent on their own behalf. *27/1*
- (ii) *27/1* A Board of Trustees will continue to jointly administer the Pension Plan in accordance with the Trust Agreement. The Trustees shall be six (6) in number, comprised of three (3) Industry and three (3) Guild Trustees.
- (b) The seven and one half percent referred to above is exclusive of any contributions required for the Canada Pension Plan.
- (c) A Company shall not be required to contribute to the Guild Plan on behalf of any Officer who is presently a member of an existing Company plan.
- (d) The Company will forward to the Pension Plan Administrator monthly statements showing all contributions made on behalf of all Officers on payroll that month.
- (e) Where a Company is remiss in forwarding pension contributions it shall be responsible for its contributions and any lost interest for any period beyond thirty (30) days.

**1.06 BOARDING PASS**

Guild representatives shall be given access to Company property and aboard Company vessels either by checking with the company office or by possession of a Boarding Pass issued by the Company. It is agreed that these visits will not interfere with the sailing or maintenance of the vessel.

At times when the Company offices are not open, permission shall be obtained from the Master of the vessel. It is agreed that the Company assumes no liability for injury to any Officer representative while he is on Company property.

**1.07 WARRANTY OF CONTINUOUS OPERATION**

- (a) The Company, signatory to this Agreement, and the Guild agree that there shall be no strikes or lockouts during the life of this Agreement.

- (b) There shall be no slowdown or stoppage of work during the period when a grievance is being resolved.
- (c) Refusal to pass through a picket line which has not been held to be illegal shall not be construed as a violation of this Article.
- (d) The Company will not require any member of the Guild to continue with a tow, if it has been brought through a picket line.

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**1.08 BENEFIT PLAN**

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- (a) The Employer shall pay to the Guild a monthly contribution of four hundred and sixty five dollars (\$465.00) or such higher rates as may be in effect with CMC for each eligible Officer in its Employ in lieu of providing a Health Benefit Plan including but not limited to Life Insurance, Accidental Death and Dismemberment, Weekly Indemnity, Extended Health Care, Long Term Disability and Dental Coverage.
- (b) The Guild shall provide a Health Benefit Plan for all eligible Officers utilizing all of the contributions received under (a) above.
- (c) An Officer must be actively at work in order to be eligible for contributions to be made on his behalf, except as provided otherwise in this article.
- (d) Contributions will be prorated for those Officers who are eligible and who are employed for a part month. Lay days shall be credited as employed days.
- (e) All eligible Officers (except those who are part-time) will have contributions made for them on completion of ninety (90) days continuous employment with any one employer.
- (f) Officers absent due to disability, temporary lay-off or leave of absence on the date they would normally become eligible shall be eligible for contributions from their date of return to active full-time employment.
- (g) Contributions will commence immediately for any eligible Officer who returns to active full-time employment with a participating employer within six (6) months of the date of his leaving employment. If an Officer does not return to active full-time employment within the six (6) month period, he will be considered a new employee and will be subject to the completion of ninety (90) days continuous employment with any one participating employer.
- (h) The Officer's pay shall be maintained (including red days) during waiting periods for weekly indemnity payments up to a maximum of seven (7) red days.

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- (i) An Officer on weekly indemnity shall be entitled to top off his weekly indemnity income up to full basic wages with lay days. Such lay days shall include red days (unearned leave) as follows: Seven days red day credit for each year of service with the company up to a maximum of forty-five (45) red days, inclusive of any red days the Officer might have had when going off on weekly indemnity.

Officers who would otherwise have been laid off will not be entitled to be supplemented with red days. Where an Officer is not expected to return to work (doctor's advice) before going on L.T.D. Red Days will not be available for top off.

- (j) When an Officer is on Weekly Indemnity or W.C.B. Benefits for up to fifty-two weeks, the employer will pay the full contribution under (a) above, and the B.C. Medical Plan Premium. An Officer who is put on lay off when on these benefits will continue to have these premiums paid by the Company.
- (k) Any rebate of U.I.C. Premiums shall continue to be retained by the employer to offset contributions.
- (l) The employer will continue to pay 100% of the premium of the B. C. Medical Services Plan.

**1.09 MARINE DISASTER AND MISHAP**

Any Officer who suffers loss of personal effects, clothing, navigational equipment and tools related to the operation of the vessel through wreck or marine disaster, or while in transit provided or paid for by the Company to or from homeport, shall be compensated by a payment up to one thousand dollars (\$1,000.00) subject to satisfactory proof of loss and in the event of loss of life this amount to be paid beneficiary.

**1.10 MEDICAL EXAMINATIONS**

- (a) It is agreed that the Company has the right to have all Officers medically examined for fitness and any Officer found medically unfit for service at sea shall not be employed, or, if employed, may be dismissed. Medical examination shall be at the Company's expense. The Officer shall be compensated with one half (1/2) of a calendar day's pay for each such examination except for pre-employment medical.
- (b) Where the Company refuses to employ an Officer or discharges an Officer for medical reasons, the question of the Officer's fitness for full sea duties in the category in which he is to be employed may be referred to a competent medical authority, acceptable to the Company, the Guild and the Officer concerned for determination acceptable to the Company, the Guild and the Officer concerned.

## **1.11 GRIEVANCE PROCEDURE**

### **DEFINITIONS:**

"Company" means "Company named in Agreement".

"Guild" means "Canadian Merchant Service Guild".

"Party" means "the Guild or Company".

"Officer" means "a member of the Guild".

"Employer" means "the Officer's Employer".

(A) Grievance - Any difference concerning the interpretation, application or operation of this Agreement or any alleged violation thereof, including any question as to whether any matter is arbitrable shall be dealt with without stoppage of work in the following manner:

- (i) A regular Officer shall not be disciplined or discharged without just cause.
- (ii) Should an Officer be required to meet with his employer regarding a disciplinary action he shall be entitled to have a Guild representative in attendance.

### **INITIATION OF GRIEVANCE**

#### By the Guild:

1. Any grievance lodged by an Officer or the Guild shall be presented to a person designated for that purpose by the Employer.
2. The maximum time for instituting a grievance concerning demotion, suspension, dismissal and all other disciplinary matters shall be thirty (30) days from the date of demotion, suspension, dismissal or disciplinary matter. A Double Registered Letter shall be sent or delivered by hand to the Officer concerned, if he requests it. The maximum time for instituting a grievance concerning issues other than the above shall be ninety (90) days.
3. Grievances arising shall be dealt with and processed to settlement in the following manner:
  - STEP 1: The Officer or Officers involved shall first present the matter to the designated Employer official.
  - STEP 2: If the matter is not satisfactorily resolved at Step 1 within forty eight (48) hours of the date the grievance is presented, the Officer shall within thirty (30) days of that date refer the matter to the appropriate Guild representative, who shall then within seven (7) days submit the grievance, in writing, to the Employer.

**STEP 3:** If a satisfactory settlement is not reached within forty eight **(48)** hours of the date the grievance is submitted to the Employer, the grievance may, within thirty (30) days of that date be referred to the Arbitrator, in the manner provided in Section(b), BY THE COMPANY:

4. Any grievance lodged by the Employer or the Company shall be presented in writing to a person designated for that purpose by the Guild. If a satisfactory settlement is not reached within seven (7) days of the date the grievance is presented in writing, the grievance may, within thirty (30) days of that date be referred to the Arbitrator, in the manner provided in Section (b).

#### TIME LIMITS

5. (i) The time limits set out in the foregoing may be extended by mutual agreement of the parties.  
  
(ii) Failing mutual agreement to extend time limits under Section (A)(5)(i), a grievance which has not been processed within the time limits shall be deemed to be abandoned and all rights of recourse to the Grievance Procedure under this Agreement in respect of this grievance shall be at an end.
6. Any grievance may be advanced directly to arbitration by mutual agreement of the parties.
- (B) **ARBITRATION** - In the case of a dispute arising under this Agreement which cannot be settled in the manner provided for in Section (A), the matter shall be determined by arbitration in the following manner:

#### ARBITRATOR

1. The parties by mutual agreement appoint a Single Named Industry Arbitrator and an Alternate.

#### COST APPORTIONMENT

2. The parties shall bear in equal proportions the fees and expenses of the Arbitrator or the Alternate Arbitrator, including the rental of any premises used for the Hearing. This shall apply in all cases except where, as provided in Section (B)(8), the Arbitrator is called upon to reconsider his Decision. In such latter instances the fees and expenses connected with his reconsideration of the Decision, including the rental of any premises used, shall be borne in fully by the party which requested such reconsideration.

**POWERS**

3. The Arbitrator shall have no authority to alter, modify, subtract from or supplement the provisions of this Agreement in any way.
4. If the Arbitrator finds that an Officer has been unjustly demoted, suspended or discharged, the Arbitrator shall order the reinstatement of the Officer by the Employer without loss of pay and with all his rights and privileges preserved under the terms of this Agreement, provided however, that if it is shown to the Arbitrator that the employee has been in receipt of wages or related remuneration during the period between suspension or discharge and reinstatement, the amount so received shall be deducted from wages payable by the Employer pursuant to this section.

**ARBITRATION PROCEDURE**

5. The party advancing the grievance shall notify the other party and the Arbitrator in writing of the issue to be arbitrated.
6. The Arbitrator shall then invite the parties to meet and present evidence, and shall render a decision within fifteen (15) days of concluding his hearing, said decision to be final and binding upon the parties to this Agreement, subject to the provisions of Section (B) (8).
7. If, upon application by either party, it appears to the Arbitrator that the circumstances surrounding the grievance are of such urgency or seriousness as to justify disposition in a summary manner, then:
  - (i) The Arbitrator may order that the matter proceed to Arbitration without compliance with the grievance provisions of Section (A).
  - (ii) The Arbitrator may proceed to hear the matter in such manner and in such time as he deems advisable.
  - (iii) The Arbitrator may issue a summary decision, direction or order which shall be binding on the parties.
  - (iv) The Arbitrator shall, within seven (7) days of his summary decision, render his decision in writing, and at that time he may, on his own initiative, vary the summary decision made by him.

The procedure outlined herein shall be subject to the provision of Section (B) (8).

8. Either party may, within five (5) days of receipt of the Arbitrator's

decision, notify the Arbitrator and the other party of its desire to have the Arbitrator reconsider his decision, such notice to be in writing and to be supported by reasons. The Arbitrator may proceed to reconsider the matter, and in the event that he does he shall render a decision within seven (7) days of receiving notice, provided that if he has to conduct a hearing into the matter he shall render a decision within fifteen (15) days of concluding the hearing.

- (C) INTERPRETATION RULING - Either party may, within fifteen (15) days notice to the other, request the Arbitrator to make an interpretation ruling on any question involving an interpretation of any terms of this Collective Agreement. It is agreed that such an interpretation ruling will only be initiated as a result of one of the parties disagreeing with the actions or stated intended actions of the other party. In such instances, the Arbitrator shall invite the parties to make submissions in support of their respective interpretations at a hearing to be held for the purpose, and shall render a ruling within thirty (30) days of the conclusion of the hearing. Such a ruling shall be final and binding upon the parties and shall not be subject to reconsideration.

### 1.12 SENIORITY

- (a) For the purpose of this Article there shall be two (2) kinds of seniority:
1. SERVICE SENIORITY - being length of service with the Company as an Officer:
  2. CATEGORY SENIORITY - being length of service with the Company in a specified category of Officer-i.e. Master, Mate, Chief Engineer and Second Engineer.
- (b) An Officer shall acquire seniority as of his date of employment with the Company as an Officer provided he has completed six (6) months continuous employment as an Officer.
- (c) The Company will provide the Guild with separate lists setting out both kinds of seniority. These lists shall include length of service in the above named categories and total service as an Officer. A seniority list to be posted on vessels every 12 months. A new seniority list shall be final if not disputed within four (4) months of it being posted.

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All Officers shall, on request be provided with a letter confirming their posted vessel or class of vessel. Any changes will be in accordance with the provisions of this Article.

- (d) (i) In cases of layoff or recall, service seniority shall be the determining factor, qualifications, experience and ability being sufficient to do the job. Lay day positions will not affect the layoff sequence.

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- (ii) Re-alignment of positions due to layoffs shall be in accordance with the sequence set out below subject to qualifications, experience and ability being sufficient to do the job.

**Realignment Sequence**

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- (a) number of masters retained in accordance with masters category seniority, and
- (b) displaced masters transferred to mate category and any realignment of positions to be based on service seniority.

Engineering

The above sequence shall apply similarly to Engineers with the divisions being First (Chief) Engineer and **Second/Third** Engineer.

(e) Appointments

- (1) Appointment to regular job vacancies shall *be* made on the following basis:

- (i) If the applicants are from the same category, category seniority shall apply subject to qualifications, experience and ability.
- (ii) If the applicants are from different categories - i.e Master and Mate, service seniority shall apply subject to qualifications, experience and ability.

- (2) **Non-certificated** Officers shall only acquire seniority for purposes of appointment to other **non-certificated** positions.

- (3) When a regular job vacancy occurs, including when the company acquires another vessel as a replacement, it will be posted—within fifteen (15) days and eligible Officers will be given forty-five (45) days in which to apply, provided that in the event a company makes arrangements to directly notify all eligible Officers, those who wish to apply shall be given thirty days in which to do so. Without restricting the foregoing the Company may temporarily promote an Officer to fill a vacancy. Final selection shall be made on the basis set out in Subsection (1) within sixty (60) days of the job vacancy posting. The name(s) of successful applicant shall be posted on bulletin boards accessible to all applicants for a period of not less than ninety (90) days.

(4) **An** Officer who has failed to apply for a particular job vacancy within the time limit specified shall not be entitled to apply for the position in question until such time as it again becomes vacant.

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(f) **An** Officer who has been laid off will retain his seniority and the right to be recalled for a period up to eighteen (18) months from date of layoff, provided he reports to the Company when recalled, and further provided, that should payment of severance pay under Article 1.30 or the Canada Labour Code be made after the expiration of the twelfth (12) month of layoff, all rights including seniority and recall shall be at end. It is understood that an Officer is not entitled to any severance pay until twelve (12) months of layoff has occurred. An Officer who is given reasonable notice and fails to report for work upon recall is subject to discharge from service. Reasonable notice shall not be less than twenty-one (21) days by Double Registered Mail.

Should a Guild member be demoted to a position of Seamen or Oiler because of layoffs, the Company shall promote him back to that of an Officer before hiring new personnel.

**An** Officer on layoff, who has been employed for less than two months in a period of a year (12 months) shall have the option of collecting severance pay.

(g) When an Officer on leave takes employment with another Company within the marine industry he shall be deemed to have terminated employment with the Company from which he took leave.

(h) The provisions of this Article shall not in any way interfere with the Company's right to discharge for cause, nor shall they preclude the adoption by the Company of a compulsory retirement age for all Company personnel.

(i) Where a merger or a purchase occurs between companies and the purchase or merger agreement involves the transferring of Officers from one company to another, the resulting Company agrees to meet and consult with the Guild on matters of seniority. The meeting shall take place within thirty (30) days following the date of the event or later if mutually agreed. The Company, after consulting with the Guild, shall effect a revised seniority list.

The Guild shall have the right to dispute the revised seniority list under Section 144 of the Canada Labour Code provided it **does so** within one hundred and twenty (120) days of receiving the list.

(j) **An** Officer having twenty (20) years of service and upon reaching his sixtieth (60th) birthday and at any time thereafter, may request to work

half time ~~on a permanent basis~~ subject to approval by the Employer. Such Officer shall only accrue further seniority for actual days worked and corresponding leave. The Company shall maintain Pension and Health and Welfare benefit payments only for the time worked including leave and vacation time entitlements. This half time work shall be on the basis of six (6) months on the payroll followed by six (6) months leave. It is understood that an Officer may have to relinquish his posting and take another position in order to facilitate this clause. The intent of this clause is for retirement phase in, not alternate employment.

### 1.13 ANNUAL VACATIONS

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01-02 (a) An Officer shall receive fourteen (14) consecutive days annual vacation upon completion of one year of service with the Company and for each succeeding year. He shall be paid for such vacation on the basis of four (4) percent of **gross** wages earned in each year.
- 02-03 (b) An Officer shall receive twenty-one (21) consecutive days annual vacation upon completion of two (2) years of service with the Company. He shall be paid for such vacation on the basis of six (6) percent of **gross** wages earned during his second (2nd) and succeeding years of service.
- 07-04 (c) An Officer shall receive twenty-eight (28) consecutive days annual vacation upon completion of seven (7) years of service with the Company. He shall be paid for such vacation on the basis of eight (8) percent of gross wages earned during his seventh (7th) and succeeding years of service.
- 15-05 (d) An Officer shall receive thirty-five (35) consecutive days annual vacation upon completion of fifteen (15) years service with the Company. He shall be paid for such vacation on the basis of ten (10) percent of **gross** wages earned during his fifteenth (15th) and succeeding years of service.
- 22-06 (e) An Officer shall receive forty two (42) consecutive days annual vacation upon completion of twenty-two (22) years of service with the Company. He shall be paid for such vacation on the basis of twelve (12) percent of gross wages earned during his twenty-second (22nd) and succeeding years of service.
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A (f) An Officer with thirty (30) years of service with the Company shall receive an additional two (2) percent of gross wages earned during his thirtieth (30th) and succeeding years of service.
- (g) In all cases under (a), (b), (c), (d), (e) and (f) above, if the Officer has



worked less than a normal year and is not entitled to the full annual vacation days allowed, they shall be prorated in accordance with the vacation pay earned.

- (h) Vacation pay shall be accumulated throughout the year and shall be paid to the Officer on the payday prior to his vacation. Vacation pay shall not be used to offset red-days while an Officer is employed except by mutual agreement with the Officer who shall be obliged to advise the Guild.
- (i) The Company shall provide vacation pay information, including amount, income tax deducted, period covered and gross earnings for the period, at the same time an Officer receives his vacation pay.
- (j) An Officer shall be entitled to select the periods desirable to him for his vacation periods on the basis of his seniority with the Company, and his vacation periods may, at his discretion, be combined with time off, subject to the Company having the right to approve the over-all vacation schedule. The Officer's request will not be unreasonably denied.
- (k) For the purposes of this Article, the term "gross wages" shall include all monies credited including wages, overtime, excessive hours, subsistence allowance, previous vacation pay and engine servicing pay.
- (l) An Officer terminating his employment shall be paid all vacation pay due him up to the date of leaving, calculated in accordance with Sections (a), (b), (c), (d), (e), (f) and (g).
- (m) When a statutory holiday occurs in a vacation period the provisions of Article 1.15 (b)(iv) shall apply.
- (n) An employee who has been laid off and is re-employed by the same employer within eighteen (18) months of the date of layoff shall be granted the same vacation entitlement as he possessed immediately prior to the layoff.
- (o) Where an Officer is scheduled or elects to retire within any given year such an Officer shall be entitled to utilize all vacation allowances accrued during the year of retirement including the immediate preceding year should he so choose.

**1.14 ANNUAL VACATION PAY ON TERMINATION**

An Officer terminated or laid off for lack of work shall be entitled to request payment of any vacation pay due him at the time of layoff in accordance with Article 1.13.

57  
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**1.15 STATUTORY HOLIDAYS**

(a) All Officers will be given the following paid statutory holidays:


- |                |                  |
|----------------|------------------|
| New Year's Day | Thanksgiving Day |
| Good Friday    | B. C. Day        |
| Victoria Day   | Remembrance Day  |
| Easter Monday  | Christmas Day    |
| Labour Day     | Boxing Day       |
| Dominion Day   |                  |

Any Statutory Holiday proclaimed by either the Federal or B.C. Provincial Government shall be recognized upon proclamation and included as a paid holiday.

- (b) (i) The rate of pay for work on a Statutory Holiday is time and one half the straight time hourly rate.
- (ii) When an Officer works on a statutory holiday he shall be granted an alternate calendar day off.
- (iii) When a statutory holiday is worked leave of 1.24 (12 hour) or .493 (8 hour) is credited to the layday account.
- (iv) For each statutory holiday not worked or for each alternate day off in place of a statutory holiday worked, an employee shall be granted a calendar day with pay and paid his corresponding leave.

(c) Examples of Earnings and Credits for a full shift are as follows:

(i) Twelve Hour				
Earnings		Day	Leave	Cash
Holiday Credit	2.24 Days	1		1.24
Time Worked Credit	3.36 Days	1	1.24	1.12
Total	5.60 Days	2	1.24	2.36
(ii) Eight Hour				
Earnings		Day	Leave	Cash
Holiday Credit	1.493 Days	1		.493
Time Worked Credit	<u>2.240</u> Days	1	<u>.493</u>	<u>.747</u>
Total	3.733 Days	2	.493	1.240

 If an Officer and the Company agree, the Officer on an eight (8) hour shift may, at his request, take eight (8) hours pay in lieu of the day off.

(d) For each statutory holiday or alternate day off in lieu of a statutory

holiday, the Officer shall be credited with eight (8) hours work under the Canada Labour Standards Code.

- (e) Officers employed on vessels operating in the Home Trade Class 3 and Home Trade Class 4, Minor waters, and including the Queen Charlotte Islands, will be granted the three (3) day period, consisting of December 24th, 25th and 26th, as leave in the home port. Where due to cases of distress, extreme emergency or continuous on station operations, all or any part of this three (3) day period is not granted, then the three (3) day period of December 31st and January 1st and 2nd will be granted.
- (f) Officers who do not receive either three (3) day period referred to in Section (e) above shall receive a three (3) consecutive day period of leave immediately on return to homeport. All three (3) days in such case will be paid for at the Statutory Holiday rate.
- (g) Where the Company is unable to obtain the services of its Officers for ship berthing or unberthing and security checks of moored equipment and log booms during the three (3) day period consisting of December 24th, 25th and 26th, management personnel may be used. Officers scheduled to work New Year's need not be requested to work these dates.

#### **1.16 LEAVE (LAY DAYS)**

- (a) Pay in lieu of leave shall not be tendered or accepted except as mutually agreed between the Guild and the Company. The Company, before paying such leave, shall have a letter of authorization from the Guild.
- (b) No Officer shall accumulate more than forty-five (45) days leave without mutual agreement between the Guild and the Company. A list of all accumulated leave shall be forwarded by the Company to the Guild monthly. This list will indicate if the Officer was at sea or on leave at the end of the indicated pay period.
- (c) When a vessel is laid up for overhaul, an Officer with any accumulated leave due shall take such leave while his vessel is laid up unless requested by the Company to work by his vessel or to sail on another Company vessel. When requested to work by his vessel the conditions set out in ARTICLE 1.21 (OFFICERS WORKING BY THE VESSEL) shall be in effect.
- (d) Any Officer away on leave who fails to report for duty at the expiry of his leave, without reasonable excuse, shall be considered to have terminated his employment with the Company.

- (e) At the expiration of accumulated time off and, when an Officer is unable to rejoin his vessel, he shall continue to receive his rate of pay until such time as he resumes duty on the vessel from which he took his leave or such other vessel as the Company may assign him, but such time shall be deducted from his next accumulated leave period, provided that an Officer returning from a red day leave may not be arbitrarily assigned to a vessel of a lesser class solely for the purpose of recovering monies. The Company may temporarily assign the Officer to a lesser class of vessel if he is unable to rejoin his vessel or an equivalent vessel for reasons clearly beyond the control of the company, i.e.:

- overhaul;
- major reconversion;
- major damage or breakdown;
- extended voyage (in excess of two (2) weeks)

The individual shall repay any and all monies advanced under this arrangement.

- (f) Where an Officer has been granted leave of twenty-four (24) hours he shall return to his vessel at the end of such time unless previously requested to phone for confirmation of sailing time. The Officer shall not be required to phone more than once in that twenty-four (24) period.

If the Officer is not required to sail at the expiration of the above noted twenty-four (24) hour period, the onus shall thereafter be upon the Company to inform the Officer as to sailing time.

- (g) When an Officer has been recalled to work he shall receive a minimum of one (1) day's pay and leave earned for that day before being given leave again. When an Officer has been recalled to work and due to weather or breakdown the vessel does not sail, he shall be paid one half (1/2) day's pay and leave. Excepted from this provision are those Officers covered by ARTICLE 3.01(g).
- (h) The Company shall endeavour to give twenty-four (24) hours notice (and twelve (12) hours confirmation of same) when leave of more than two (2) days is to be granted, with the intent being to allow sufficient time to properly prepare the vessel for a new oncoming crew.
- (i) In all occupational classifications covered by this Agreement, leave with pay shall be granted as set forth in Section (j), exclusive of annual vacation and statutory holidays.
- (j) The method of calculating leave shall be 1.24 days leave earned for each day worked. Such leave shall be granted in the home port.

- (k) (i) An Officer who is on a regular period of leave and who has a positive leave position, shall not be required to return to work prior to the expiration of his regular leave period. Should an Officer be required as a replacement, an Officer in the same pay class (taking into regard SENIORITY - ARTICLE 1.12) shall be offered the position. Where such an Officer is not available the Company will then seek a replacement from its Officer ranks, in accordance with SENIORITY - ARTICLE 1.12. Should the Company be unable to acquire suitable help in the foregoing manner, it may acquire a suitable Officer from the Guild on a temporary basis in conformity with Article 1.01.
- (ii) Officers who are due or are on scheduled leave (laydays), shall be entitled to take additional accumulated leave provided they give the Company seven (7) days notice (except under extenuating circumstances) prior to commencing the additional leave, and this leave shall not be unreasonably denied. This arrangement shall not give rise to red day payments.

**1.17 LEAVE OF ABSENCE**

- (a) Any Officer desiring leave of absence for any reason other than those set out in Sections (c), (d) and (e) of this Article must obtain authorization in writing from the Company, and the Company and the Guild must mutually agree in writing to the granting of such leave and it will not be unreasonably denied.
- (b) Where any Officer is granted leave of absence under this Article for a period of longer than thirty (30) calendar days, the Company agrees to notify the Guild as to the circumstances for granting of such period of leave.
- (c) The Company will grant leave of absence to officers suffering injury or illness, subject to a medical certificate if required by the employer.
- (d) (i) The Company will grant leave of absence to Officers who are appointed or elected to a Guild office (or who go ashore to work for the Company) for a period up to and including three (3) years. The Officer shall accumulate seniority for three (3) years and then his seniority shall remain dormant until his return. Further leave of absence will be granted if requested. Any Officer who obtains such leave of absence shall return to the Company within thirty (30) calendar days after completion of his term of employment with the Guild.
- (ii) In the event an Officer returns to sea and subsequently returns ashore he shall not be entitled to accumulate seniority for more than the period of his return to sea unless it is for more than one (1) year. Officers going ashore on a temporary basis, less than one (1) year at a time, shall continue to accumulate seniority.

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- (e) The Company will grant leave of absence to Officers who are elected as representatives to attend Guild meetings, Guild conventions, conventions of labour organizations to which the Guild is affiliated or any convention to which the Guild nominates the Officer as a delegate on its behalf or acts as members of any **Guild** Negotiating Committee.

*C3.1K*  
3  
An Officer shall be allowed to continue to receive his rate of pay from his lay day account including red days up to a maximum of fourteen (14) days, for the purpose of attending such conventions and/or meetings. When an Officer sits on a Guild Negotiating or Trustee Committee dealing with his employer the above fourteen (14) day limit shall not apply. This section shall not interfere with the provisions of Article 1.02.

- (f) It is agreed that before the Officer receives the leave of absence as set forth in Sections (d) and (e) above, the Company will be given due notice in writing by the Guild in order to replace the Officer during his absence with a competent substitute.
- (g) An Officer when returning from leave of absence shall be reinstated in no less than the same pay classification the Officer held when granted the leave of absence.

Should the Company not have a vessel of his former pay class he shall receive the rate of pay of the next lower vessel group in which the Company operates a vessel.

- C3.1S*  
4  
(h) An Officer shall be entitled to compassionate leave of up to three (3) days to attend urgent domestic affairs. Leave of more than three (3) days may be taken, subject to Company approval, if the circumstances warrant.

- C3.1B.e*  
1  
(i) An Officer who is required to be available for Jury Duty, Coroner's Jury Duty, Coroner's Witness, Crown Witness, or where the Officer represents his Employer in a court action, will be paid while on such duty, provided such court action is not occasioned by the Officer's private affairs. The pay will be such as to maintain the Officer's monthly basic rate. Leave banks will be frozen during this time.

- C3.1A*  
1  
(j) Bereavement leave is provided in accordance with the provisions of the Canada Labour Code and immediate family means, in respect of any Officer, the spouse, parents, children, sisters, brothers, father-in-law and mother-in-law of the Officer, and includes any relative permanently residing in the Officer's household or with whom the Officer resides.

**1.18 EDUCATION AND UPGRADING**

- (a) **An** Education Committee shall be established to foster the education and upgrading of Officers. It shall be comprised of two **(2)** Guild representatives and two (2) company representatives. **Its** duties shall include the development and approval of courses which are mutually beneficial to the Company and its Officers. It shall promulgate rules and procedures, establish a body of precedents, adjudicate disputed applications, maintain liaison with appropriate government departments and otherwise assume responsibilities as directed by the parties from time to time.

The following concepts shall govern the payment of courses:

- $\frac{621A}{1}$
- (i) On Company required education and training programs, the employer will bear all costs of tuition, including wages.
- (ii) On voluntary upgrading courses with controlled attendance the employer will bear the costs of tuition, books and fees, and the Officer will contribute his time, in accordance with Section (c). An Officer who fails to successfully complete a course shall reimburse the Company for tuition, books and fees.
- $\frac{251B}{1}$
- (iii) On required upgrading arising out of government regulations, the employer will assist the Officer along the lines outlined in (ii) above.
- (b) The Company shall have the right to limit the selection and the number of Officers permitted to take an upgrading course at any one time.
- (c) (i) If an Officer runs out of leave time during attendance at an approved-course, the Company shall loan him funds to the extent of continuing the Officer's normal take-home pay and shall continue benefits including Statutory Holidays under this Agreement for the period of the course plus a consecutive period of up to fourteen (14) days for the taking of exams.
- $\frac{621B}{3}$
- (ii) If Government assistance is available, the Officer shall apply and if granted, the amount advanced by the Company during the course shall be reduced by the sum of such government assistance.
- (d) At the completion of the course, an Officer shall return to work for the company until such loan is repaid. If the Officer fails to do so, the Guild will render co-operation toward recovery of the loan.
- (e) The Employer will provide wage assistance to eligible Officers who take courses leading to certificates for which the employer deems he has use and which are three **(3)** or more months in length. Wage

assistance shall be fifty percent (50%) of the Officer's basic rate commencing with the sixth (6th) week of the course through its completion including up to an additional two (2) weeks for the taking of exams. To be eligible an Officer shall have a minimum of three (3) years with the employer.

- (i) M.E.D. II and revalidation are covered by the terms of 1.18 (a) (iii).
- (ii) Parties agree that a Standing Committee be named pursuant to Article 1.18.

**1.19 DUTIES**

- (a)(i) The Master is in command of the vessel and the duties of all crew members regardless of position come under his direct control.
  - (ii) The duties of a Deck Officer shall be primarily those of a Navigating Officer and a working supervisor of Unlicensed Crew members.
  - (iii) A Deck Officer shall not be required to perform the work of an Unlicensed Crew member except when his assistance is necessary.
- (b) Engineering Officers presently employed on vessels on which certificated Engineers are not required by the C.S.I. shall continue to be employed on these vessels (except when such vessels are laid up for lack of work) during the term of this Agreement.
- (c) The prime responsibility of an Engineer is the operation and maintenance of the engine room equipment and to maintain other Engineered systems on the vessel. Engineers shall not perform duties customarily performed by Unlicensed personnel, provided that:
- (i) On one-Engineer vessels with less than two Deckhands or Cook/Deckhands the Engineer may be required to perform limited duties aboard the vessel other than his customary duties.
  - (ii) On vessels with two (2) Deckhands or two (2) Cook/Deckhands or where an Engineer is required by Law, such Officer shall not be subjected to limited duties on deck other than his customary duties. Such Officer may be requested to perform these limited duties and all hours so worked shall be considered as unrelated duties and compensated for at the applicable premium rate.
  - (iii) In neither case (c)(i) and (ii) above shall an Engineer be requested to perform such limited duties if they interfere with his necessary engineering duties.



- (iv) On one (1) Engineer vessels with two (2) Deckhands or two (2) Cook/Deckhands the Engineer shall normally stand the Master's watch.
- (d) The Company will ensure that engine rooms are returned to their normally clean condition after refit, overhauls and major repairs.

#### **1.20 DUTIES OTHER THAN AS AN OFFICER**

- (a) (i) An Officer who performs duties such as handling cargo, gear or boomchains other than for the vessel's own use, shall be paid for each hour ~~so~~ worked on watch a premium of one and half (~~1~~<sup>1</sup>/<sub>2</sub>) hour's straight time pay and for each hour ~~so~~ worked off watch a premium of two and one half (~~2~~<sup>1</sup>/<sub>2</sub>) times his straight time pay; for example, a Class V Mate would receive for such work in accordance with rates as set out in Pay Schedule "E", the following rates as of October 1, 1992.

On Watch - \$35.67  
Off Watch - \$59.45

Notwithstanding the on watch premium described above, the rate of pay for Officers operating dozer boats shall be a premium of straight time pay plus 7 1/2% of the premium,

- (ii) The minimum payment for the work set out in (a) (i) shall be one (1) hour to be computed thereafter ~~in~~ half hour increments. It is understood that ships' crew customarily load ships' stores as part of their normal duties on watch. Such stores should only ~~be~~ for their own vessel and/or one other company vessel. If Officers are required to load or unload stores off watch they shall ~~be~~ paid the overtime rate.
  - (iii) If the ship's stores are other than those described in (a) (ii), the loading and unloading of such stores shall be paid for as cargo in accordance with the provisions of (a)(i).
  - (iv) ~~An~~ Officer not properly trained or certificated to load or discharge oil or chemical barges shall not ~~be~~ required to perform such work.
- (b) (i) In addition, Engineers called to work off the vessel, whether on watch or off watch repairing or maintaining other than the vessel's mechanical equipment, shall be considered to ~~be~~ working at non-Officer duties and shall be paid in accordance with the provisions of Section (a)(i).
  - (ii) Where Deck Officers are required to perform maintenance or repair

of barge equipment on or off watch, they shall be considered to be working at Non-Officer duties and shall be paid in accordance with the provisions of Section (a) (i) of this Article.

- (c) Engineers shall be paid in accordance with the provisions of Section (a) (i) for the following: Cleaning smoke stacks, bilges, oil tanks, oil separating centrifuges, boilers, water tanks, fish oil tanks, oil spills, rose boxes, air boxes, inlet ports, exhaust ports of internal combustion engines, work in confined spaces, sewage systems and on machinery that has not been allowed to cool to a reasonable temperature.
- (d) The provisions of this Article shall not apply when safety of life at sea is involved.

**1.21 OFFICERS WORKING BY THE VESSEL**

- (a) When a vessel is tied up in the home port for repairs or overhaul, Officers may be requested to work by on the basis of seven and one half (7.5) hours per day on a five (5) day week, Monday to Friday inclusive. For all such hours worked compensation shall be made at the applicable straight time rate. All work performed in excess of seven and one-half (7.5) hours per day shall be compensated for at the applicable overtime rates.

Wherever possible repair work or overhauls will not be carried out on a Saturday, Sunday or Statutory holidays. Where this work is performed on such days compensation shall be made at the applicable overtime rate for every hour worked.

Three (3) shifts shall be permitted and shall be compensated for in the following manner: Eight (8) hours pay for seven and one half (7.5) hours worked. Each such eight (8) hour shift shall be credited with a leave factor of 0.493. A seven percent (7%) differential shall be paid over and above the basic rate of pay for all work performed on the afternoon and graveyard shifts.

$$\begin{array}{r} 44 + 45 \\ \hline 400 \quad 700 \end{array}$$

Where possible the employer will endeavour to provide forty-eight (48) hours of notice of putting the vessel into annual overhaul.

- (b) When an Officer who lives out of town, works by during an overhaul or repairs he shall be provided with accommodation and meals. When meals are not provided a subsistence rate of thirty dollars (\$30.00) per day shall be paid on the basis of eight dollars (\$8.00) for breakfast and lunch and fourteen dollars (\$14.00) for dinner.
- (c) (i) Where an Officer works by and the time between sailing is less than twenty-four (24) hours, he shall remain on sea days pay.

- (ii) Where an Officer's vessel is tied up for 48 hours under Article 2.02 (e) and he works by during both 24 hour periods and the vessel sails before 48 hours he shall be paid sea days for both periods.
- (d) When an Officer works under this Article 1.21 and under the seaday provisions in the same calendar day his total time worked for the company in any calendar day shall be taken into account when calculating overtime. All hours worked over eight (8) hours shall be paid at the overtime rate. In the event an Officer earns a minimum of twelve hours pay in the same day he shall be credited with one sea-day and applicable leave factor. Any excess hours shall be paid out at overtime rates.
- (e) The rate of pay for an Officer employed on overhaul work, repairs and/or overseeing overhauls shall not be less than his hourly rate.
- (f) Chief Engineers desirous of participating in refits shall so indicate by registering their names with their employers. The Company shall ensure that a Chief Engineer will work by the first main engine refit of a vessel subsequent to his posting to that Vessel. The requirement may be waived where the Chief Engineer has been previously employed on a Vessel with a similar engine/s or where the Company has an alternative training program available for Engineers to upgrade their skills in overhaul procedure of propulsion or auxiliary machinery. When an Engineer assigned to a Vessel does not work by during repairs or overhauls he shall be supplied prior to sailing with a list of repairs made. The Company shall ensure that a competent person who is familiar with the work done shall confer with said Engineer prior to sailing.
- (g) One Master and one Chief Engineer who normally work on the Vessel shall be in attendance during Steamship Inspection of life saving and fire fighting equipment.

**1.22 CLOTHING**

- (a) The Company will provide any protective clothing or equipment required and approved by Workers' Compensation Regulations for the handling of specific cargo requiring same.
- (b) The Company will provide quality ear protectors without cost to Officers. The Officer may elect either headsets or earplugs provided the appliance chosen afford the necessary protection against noise levels to which the Officer expects to be exposed. Officers working in operating engine rooms shall wear hearing protectors. Temporary or relief Officers will be provided headsets in the event they do not have their own.

- (c) Any Officer who suffers clothing damage as a result of handling dangerous cargo, e.g. battery acid, shall be reimbursed for reasonable cost incurred in replacing the damaged clothing.
- (d) Upon request by Officers, the Company shall supply the following:
  - (i) Proper work gloves, free of charge, suitable to the work to be performed.
  - (ii) Rain jackets and pants - at employer's cost, to be recovered from the Officer.
  - (iii) Two pairs of good quality coveralls, free of charge, as may be required for the protection of the Officers while performing their duties.
  - (iv) The Employer shall provide each Officer either a safety shoe or caulk boot or rain jacket and pants allowance of eighty dollars (\$80.00) against proof of purchase. Eligibility to the allowance shall be renewed every twelve (12) months after it was last paid. Where the Officer leaves the employ of the Company before acquiring six (6) months service the allowance will be deducted from final pay.
  - (v) Strap-on caulks shall be supplied on vessels where necessary. One pair of rubber caulk boots will be supplied once a year to Officers on shift vessels yarding and towing. Where the Officer leaves the employ of the Company before acquiring six (6) months service the cost of the caulk boots will be deducted from his final pay.
  - (vi) The Company shall provide each Officer on request a D.O.T. approved floater coat. The Company shall issue the coats and will replace them when necessary. An Officer who requests in lieu either the U-Vic style jacket or antiexposure coveralls, shall have the first \$120.00 paid by the Company and shall reimburse the Company the difference. Where the Officer leaves the employ of the Company before acquiring six (6) months service the cost of the floater coat or the monies advanced will be deducted from his final pay. New officers are not covered on their first tour of duty.
  - (vii) One air breathing apparatus to be supplied aboard each continuously operating vessel. The apparatus shall be equivalent to the "Robert Shaw Five Minute Device".
- (e) The employer will reimburse each Engineer for the purchase price of one set of personally fitted ear plugs.

**1.23 RATES OF PAY**

- (a) i) Effective October 1, 1992: 2% across the board
- ii) Effective October 1, 1993: 3% across the board
- (b) When Second Mates and Third Engineers are carried on a vessel, they shall receive rates of pay which are fifty dollars (\$50.00) per month below the rates for First Mate or Second Engineer. Those Officers currently working in these classifications will continue to receive a rate of pay Eleven dollars (\$11.00) per month below the rates for First Mates and Second Engineer.

**1.24 OVERTIME**

*37.0*

- (a) Time worked in excess of regular hours to be paid at the rate of double the straight time hourly rate.
- (b) Overtime shall be calculated at a minimum of one (1) hour and in one half (1/2) hour increments thereafter.

When officers off duty are called for overtime work, they shall be allowed twenty (20) minutes call-out (30) minutes during the period October 1 - March 31) and such call-out shall be considered as time worked. In the event a man is called more than once during an off-watch period and there is less than one and one half (1 1/2) hours between the time of the second call and the time of completing the first call, his overtime shall be deemed to be continuous from the time of the first call. The minimum payment for a call-out under this section shall be three (3) hours at the straight time rate.

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- (c) Any employee covered by this Agreement shall have the option of converting overtime (excessive hours including off watch premium pay and payments under Article 3.01(f)) into time off in lieu, subject to:
  - (i) Officers making an election any month to convert all or any part of said overtime, and
  - (ii) Officers who are due or are on scheduled leave (laydays), shall be entitled to take such converted leave provided they give the Company seven (7) days notice (except under extenuating circumstances) prior to commencing the additional leave, and this leave shall not be unreasonably denied. This arrangement shall not give rise to red day payments.
  - (iii) On written request from an Officer his converted leave in dollar value will be paid out.

- (iv) During periods of recession and high unemployment and where it is identified that employment preservation at times of layoff can be achieved via overtime/premium conversion to leave the Guild and the Company by mutual agreement shall be empowered to enact mandatory overtime/premium conversion to leave, providing that:
  - (i) the application is universal for all Officers,
  - (ii) the application does not exceed six (6) months,
  - (iii) the application is reviewed on a monthly basis,
  - (iv) the application of this clause shall apply to all Officers covered by this Agreement.
- (d) The payment of overtime will not apply under the following exceptions:
  - (i) In the event of an emergency at sea involving the safety of the vessel and crew.
  - (ii) When Masters are working hours which are covered by the flat rate payment for excessive hours set out in Article 2.05.
  - (e)
    - (i) The overtime shall be prepared in duplicate by the Officer and presented to the Master within forty-eight (48) hours for signature indicating both receipt of the claim and information that the work was ordered and performed. The duplicate copy of the claim shall be given to the Officer for the record. The Master shall turn in the overtime claim with the Ship's Log at first return to home port (or by mail at least twice monthly).
    - (ii) If the overtime claim is disputed, a copy of the claim is to be returned by the Company to the Officer concerned before the next pay period together with reasons for rejecting the claim.
    - (iii) Individual companies shall establish specific cut-off date(s) for the purposes of paying overtime and shall process and pay overtime in the pay period immediately following the date so specified.

### **1.25 MANNING**

The following rules shall be applied to determine the crew of a tug in order to maintain a safe and efficient operation at all times.

- (a) The crew of a commercially operated tug shall be a minimum of two (2) men.

- (b) The manning of a tug shall allow for two (2) men being available to the wheelhouse at all times the vessel is underway: this means one Deck Officer in charge and one other person who shall be under the direct control of and readily available to assist the Officer in charge. However, the duties of all crew members regardless of position shall come under the direct control of the Master.
- (c) Whenever a crew member is required to work aboard a tow out of sight from the tug control station, he shall be supplied with a suitable communication device which will allow for immediate communication at all times and will not restrict his movements.
- (d) Every continuous operating tug shall carry at least one person who has sufficient knowledge of the engine and mechanical equipment to satisfy the Ministry of Transport requirements.  
When the Master or Mate is the person referred to in this section, he shall be paid one (1) hour at the straight time rate per full day worked in addition to his basic salary for performing such engine servicing as outlined in Article 3.01 (k) and (l).
- (e) Due to sea-going conditions and the exigencies of the service, overtime work is necessary from time to time. Such overtime will be kept to a minimum and in no case barring emergencies will an Officer work more than sixteen (16) hours overtime in any consecutive seven (7) day period.
- (f) In every calendar day each crew member of a tug shall get at least eight (8) hours of rest, six (6) of which must be consecutive and unbroken. Not more than eighteen (18) hours nor less than six (6) shall elapse between such six (6) hour rest periods.
- (g) The hours of rest specified in Section (f) shall be maintained with respect to each crew member who -
  - (i) transfers from one tug to another,
  - (ii) changes from one watch to another;
  - (iii) changes from day work to watchkeeping duties;
  - (iv) changes from employment ashore to watchkeeping duties aboard a tug.
- (h) Each crew member must take the hours of rest to which he is entitled under this Article.
- (i) Hours of Rest During on Watch Period - an Officer may be instructed to take hours of rest during the period of his watch, at the Master's

discretion, given the following conditions:

1. The vessel must be safely secured for a minimum of six (6) consecutive hours, and
2. A minimum of eight (8) hours rest per calendar day (six (6) consecutive) shall be maintained, and
3. The watch system, (6 to 12 or 12 to 6) shall be maintained, and
4. Not less than six (6) nor more than eighteen (18) hours shall elapse between rest periods, and
5. He shall not work two (2) off watch periods in a row, except immediately following an on watch rest period, and
6. He shall not rest two (2) watch periods in a row, and
7. The rest period must be uninterrupted, and
8. Whenever possible he shall receive six (6) hours notice of taking an on watch rest, and
9. He must be given a full meal at the end of the rest period (if missed).

The foregoing shall apply only to continuous operating vessels with a crew of four (4) or more.

- (j) Every tug shall have sufficient crew aboard so that life-saving and fire extinguishing equipment may be used simultaneously in the event of fire aboard.
- (k) Manning Disputes - If a dispute should arise between the parties on the manning of a vessel, the matter may be referred by either party to the arbitrator in accordance with the terms of the Arbitration Procedure set out in ARTICLE 1.11(B) (6).

**1.26 JOINT SAFETY COMMITTEE**

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The Joint Union-Management Safety Committee shall be comprised of equal representation from the Company and the Unions concerned. Its terms of reference shall be as follows:

1. To review all safety issues tabled during Agreement negotiations, and recommend action to the parties as appropriate.



- 2. To meet monthly or at regular intervals to consider such safety matters of an industry wide character as may be placed on the agenda by individual committee members.
- 3. To deal with such other matters as the parties may assign from time to time.
- 4. The Marine Occupational Safety and Health Regulations.

**1.27 LIABILITY INSURANCE**

The individual Companies shall cover all Officers to the full extent of their Liability Insurance. The intent is to prevent separate actions against Officers by allowing the policies to represent a single and unified defense against Third party Claims.

**1.28 TOUR OF DUTY**

It is agreed that the existing tours of duty will be maintained except as mutually agreed.

**1.29 OTHER MARINE EMPLOYMENT**

Where an Officer covered by this Agreement wishes to leave the bargaining unit, the Guild and Company will establish, subject to mutual agreement in writing, the terms and conditions of such leave before the leave is granted.

**1.30 SEVERANCE PAY**

*30 / 1      31 / A+B*

Officers with more than one year's service, who are displaced and for whom no job is available due to automation, mechanization or permanent reduction in the number of vessels or number of Officers will be entitled to severance pay. Severance pay will be paid in the following manner: (under the Canada Labour Code or this Article, whichever is the greater). One (1) week's pay for each year of service (to last day worked) with the Company as an employee.

*32 / 10      33 / 96*

The calculation of one (1) week's pay is the monthly basic x 7/30.42.

**PART II CONTINUOUS OPERATING VESSELS**

**2.01 HOURS ON DUTY**

The hours of work for Officers on continuous operating vessels shall be the two (2) watch system of six (6) hours on and six (6) hours off commencing at the beginning of the calendar day.

Notwithstanding the above, Masters may be non-watchkeepers where the Deck Officer complement includes two (2) Mates and likewise Chief Engineers may be non-watchkeepers where the engine room complement includes a second and third engineer.

When a vessel is tied up away from home port watches may be broken at the discretion of the Master on Foreign Going and Home Trade Class I and II voyages.

## **2.02 LEAVE**

- (a) Section (b) of ARTICLE 1.16 shall not apply when a vessel does not enter a Canadian port within thirty (30) days of commencing a voyage. In such instances the Company will grant leave to the crew at the vessel's home port at the first opportunity.
- (b) An Officer returning from leave of more than two (2) days duration shall contact the Company by telephone forty eight (48) hours prior to expiry of his scheduled leave or as otherwise directed by the Company for confirmation of sailing time. Thereafter, the onus shall be on the Company to contact the Officer and it shall give the Officer a minimum of twenty-four (24) hours notice is given for a scheduled crew change an Officer shall have the right to refuse to join the vessel or, if he joins, shall receive a penalty payment of two (2) hours straight time pay, except where unforeseen circumstances arise which are clearly beyond the company's control.
- (c) An Officer shall give twenty-four (24) hours notice when requesting leave, except under extenuating circumstances.
- (d) One-half (1/2) day's pay and leave earned shall be paid to any Officer leaving a vessel prior to 12:00 noon; an Officer joining prior to 12:00 noon shall receive one (1) day's pay and leave earned. One (1) day's pay and leave earned shall be paid any Officer leaving his vessel after 12:00 noon. An Officer joining after 12:00 noon shall be paid one-half (1/2) day's pay and leave earned. Excepted from this provision are those Officers on anniversary hour leave of 2.02 (e).

Notwithstanding the aforementioned when a regular crew change occurs one (1) hour or less after noon or midnight, Officers, shall only be entitled to overtime payments in accordance with Article 1.24(b). Section (f) below will continue to apply where applicable.

Notwithstanding the aforementioned, an Officer shall receive a payment of one-half (1/2) day's pay for an air crew change within two (2) hours either side of twelve (12) noon provided the Officer has departed or returned to his home port within this period. Officers who depart prior to 1000 hours or return after 1400 hours to their home port shall be entitled to a full day's pay and leave earned.

- (e) Where a vessel is to be tied up in its home port and an Officer is put on leave of twenty-four (24) or fortyeight (48) hours, each twenty-four (24) hour period free of the ship shall constitute a day off.

The time at which the Officer is granted this leave is the anniversary hour. This leave shall not commence between the hours of midnight and 0800 hours. This provision shall only apply when the Officer returns to the vessel from which he took his leave.

- (f) When an Officer is relieved from his vessel between the hours of 12:00 midnight, and 0700 hours and is not permitted to remain aboard, the Company will either provide transportation from the point where he disembarked to his home or will provide reasonable accommodation in a hotel.

**2.03 SUBSISTENCE**

- (a) Subsistence of top grade and quality shall be supplied on all vessels.
- (b) On vessels where subsistence is customarily supplied and where, for any reason other than overhaul, subsistence is not supplied, alternate accommodations and meals shall be provided. When a vessel undergoes overhaul or is otherwise laid up while away from the home port and customary standards of accommodation and/or meals cannot be maintained, suitable accommodation and/or meals shall be provided ashore.
- (c) Meal hours for Officers covered by this Agreement shall be as follows (except provided in ARTICLE 1.25(i):

Breakfast	from 0530 - 0630 hours
Lunch	from 1130 - 1230 hours
Dinner	from 1730 - 1830 hours

These hours may be varied provided such variation shall not exceed one half (1/2) hour either way and also provided that one (1) unbroken hour shall be allowed for meals at all times when the vessel is in port. There shall not be more than six (6) hours between the end of one (1) meal period and the start of the next meal period.

- (d) Penalty Meal Hours

- (i) Where an Officer works from an off watch period into an on watch period he shall be given one half (1/2) hour in which to eat immediately following completion of the work. Where an Officer does not receive one-half (1/2) hour in which to eat, he shall be

credited with an additional one half (1/2) hour at the overtime rate as a penalty thereof.

- (ii) Where an Officer works from an on watch period into an off watch period, he shall be given one-half (1/2) hour in which to eat immediately following the on watch period. Where an Officer does not receive one-half (1/2) hour in which to eat, he shall be credited with an additional one-half (1/2) hour at the overtime rate as a penalty thereof and his time shall be continuous.
- (e) Night lunches shall be provided.
- (f) Sufficient clean bedding, linen and towels shall be supplied to all Officers and kept clean. Linen and towel supply shall allow for a change at least every seven (7) days. In the event of such bedding, linen or towels being lost or destroyed, the party responsible shall replace same or have the equivalent value deducted from his pay. All bedding, linen and towels **will** be of a quality standard.

#### **2.04 TRAVEL AND TRANSFERS**

- (a) For the purposes of this Article, the home port of an Officer and the home port of the vessel aboard which he is regularly employed shall be one and the same, provided that at the date of entering this Agreement, his home port shall be the port which has normally been regarded as the home port of the Officer.
- (b) When an Officer is dispatched to or discharged from a vessel away from his home port the Company will provide travel insurance of \$200,000.00 for each Officer and will be responsible for his transportation, wages and board and lodging costs until such time as he is returned to his home port.
- (c) In the event that it becomes necessary to change the home port of a vessel on a permanent basis (e.g. Victoria Vancouver transfer), an Officer who has been regularly employed on the vessel may be requested to transfer to the new home port, in which case the Company shall be responsible for all reasonable costs incurred in moving and relocating his family and belongings. In the event that the Officer chooses not to move he shall have the option of:
  - (i) remaining with the vessel and bearing his own transportation, travel, board and lodging costs (if any), or
  - (ii) Exercising his rights of seniority under Article 1.12 (d)

**2.05 PAYMENT FOR EXCESSIVE HOURS**

- (a) A Master of a continuous operating vessel normally works limited amount of incidental overtime while his vessel is at sea, related to traffic conditions, weather hazards, or the navigation of difficult tidal conditions, for which he shall be compensated by a monthly payment of \$200.00 in recognition of actual hours worked. This payment will constitute remuneration for the number of hours determined by the following formula:

$$\frac{\text{_____} \$200.00 \text{_____}}{\text{overtime rate for the Master concerned}} = \text{hours rounded to the whole number}$$

Time worked, pursuant to this Article, in excess of the hours determined by the above formula shall be paid for at the overtime rate for time actually worked.

- (b) Flat Rate Calculation - A standard system of calculating the flat rate for the excessive hours shall be e adopted, namely  
Monthly Rate x 12 (months) = Rate per calendar day for each day in the employ of the company excepting when in receipt of Workers' Compensation, welfare payments, while on vacation or while on "leave of absence".
- (c) Flat rate payments shall be made once each month whether an Officer is working or taking leave. The payment shall be prorated for an Officer who is not engaged in this capacity for the full month.

**2.06 SECURITY WATCHES**

When Mates are required by the Company to operate dozer boats and the Master considers it necessary for the security of the vessel or barge to be on duty for an excessive number of hours, the Master shall be entitled to be paid overtime for these hours.

**2.07 RADAR EQUIPMENT**

Every new continuous operating tug must have two (2) radars. Radar powered transmitters will be insulated to isolate high frequency noise, where practical.

**PART III                    SHIFT TUGS**

**3.01      SHIFT TUGS**

- (a) The term "shift tugs" shall mean vessels where Officers work on daily shifts of eight (8) consecutive hours, or twelve (12) consecutive hours, provided that an Officer shall be free of the vessel during off shift hours.

Officers to be given equal opportunity to work day, afternoon and night shifts.

- (b) An Officer when employed on a shift tug shall report to a designated place known as the "home dock" at shift starting time. If the Officer does not return to the "home dock" at the end of his shift, the Company will provide him with transportation back to the "home dock". Company to provide travel insurance as under 2.04 (b) for each Officer when travelling on company business. The overtime rate shall be paid for all travel time which occurs after the time the Officer's shift would normally have ended. Any change in the "home dock" location shall require seven (7) days notice except for bridge damage and where structural damage to the dock prevents its safe use. In the latter case the closest possible dock to the home dock shall be utilized.
- (c) The shift starting times shall be constant on all tugs and any change in shift starting times shall require seven (7) calendar days notice provided that where tidal problems are experienced in a river operation shift starting times may be altered by agreement between the parties in accord with the Memorandum of Understanding. Officers working in accordance with the progressive tide work day concept, shall receive an additional one (1) hour's straight time pay for each shift so worked.
- (d) There shall be seven (7) calendar days notice of intent to change from an eight (8) hour shift to a twelve (12) hours shift, or vice versa.
- (e) There shall be no crew change between 2400 hours and 0600 hours except for emergencies such as injuries or illness.
- (f) In the event that it is necessary to cancel a regular shift, at least eight (8) hours notice of cancellation shall be given for the day shift and six (6) hours notice for the afternoon and night shifts unless unforeseen circumstances clearly beyond the control of the Company prevent such notice. If notice is not given, the Officers involved shall receive four (4) hours pay at straight time.
- (g) An Officer who is called back to work after completing his shift and leaving the vessel, or who is called out on his regular days off or when

he would not normally expect to work shall receive a minimum of four (4) hours pay at the regular overtime rate. However, if the call-out is within two (2) hours of his regular shift starting time and he continues working into his regular shift, his pay for the call-out shall be two (2) hours at the regular overtime rate. For call-outs, Officers will be informed of the specific job(s) to be performed when called by the Company.

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- (h) An Officer required to work two (2) hours or more beyond his regular shift shall be e paid a meal allowance of twelve dollars and fifty cents (\$12.50). Where an Officer is required to commence his shift two(2) or more hours before his regular starting time, he shall receive the meal allowance. Further, where an Officer works ten (10) hours or more on an eight (8) hours shift or fourteen (14) hours or more on a twelve (12) .hour shift, he shall receive the meal allowance.
- (i) When an Officer on a shift tug is required to work from a regular shift into overtime, a minimum rest period of not less than nine (9) consecutive hours free of the vessel shall be allowed before he returns to work. If by taking a rest period he commences work later than the normal starting time of the shift following he shall receive a normal day's pay for that shift.
- (j) A subsistence allowance shall be paid officers at the rate of two hundred dollars and seven cents (\$200.07) per month. In addition tea, coffee, sugar, canned milk, hot chocolate and coffee mate shall be supplied by the Company.

Flat Rate Calculation - A standard system of calculating the flat rate for subsistence payment shall be adopted, namely:

$$\frac{\text{Dollars} \times 12 \text{ (months)}}{365} = \text{Rate per calendar day for each day in the employ of the company excepting when in receipt of Workers' Compensation, welfare payments, while on vacation or while on "leave of absence".}$$

Flat rate payments shall be made once each month whether an Officer is working or taking leave. The payment shall be prorated for an employee who is not engaged in this capacity for the full month.

Officers shall be allowed a lunch break of thirty (30) minutes within one half (1/2) hour either way of the middle of the shift and such break can be taken while the vessel is underway.

- (k) If no Engineer is carried and the Master or other Officer is required to

service the engine he shall be paid one half (1/2) hour at his straight time hourly rate per shift worked over and above the rates of salaries and wages contained in this Agreement.

Servicing of engines shall be carried out at regular intervals subject, however, to the discretion of the Master and operational considerations.

#### SERVICING DUTIES

##### Operational Checks:

- (a) Drain water from fuel system
- (b) Drain water from air receivers
- (c) Drain water from air control system
- (d) Check batteries, hydrometer reading and add water.
- (e) Check voltage regulator and adjust rheostat when necessary.
- (f) Check and maintain oil level in base of main engine, auxiliary engine, reduction gear and air compressors.
- (g) Check and maintain cooling water level in main engines and auxiliary engines.
- (h) Check stuffing boxes and report.
- (i) Check alarm system
- (j) Record and report repairs.
- (k) Check and pump bilges.
- (l) Check steering hydraulic hoses and rams for leaks.
- (m) Check and maintain fuel levels.

(l) Servicing of Main and Auxiliary Engines - A Master or Mate shall not be required to:

1. Change lube oil or lube oil filters;
2. Change fuel filters;
3. Change oil and filters in reduction gear;

Provided that if under unusual circumstances, including isolation from servicing facilities, it becomes necessary for a Master or Mate to perform this work, he shall be paid his regular overtime rate for each hour so worked in addition to his basic rate of wages.

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- (m) If an Officer is required to be available for a call to work on his regular day off he shall be paid four (4) hours at time and one half (1 1/2) for each regular shift he is on standby duty and does not work.
  - (n) The Company will post Officer work forecasts at least every ninety (90) days.
  - (o) Except under extenuating circumstances an Officer shall be given seven (7) days notice when requesting additional leave (provided the Officer



has accumulated leave) and such leave shall not be unreasonably denied provided the overall efficiency of the operation is not affected.

NOTE: The notice requirements referred to in this Article may be met either by verbal or written communication to the Officer concerned.

**3.02 EIGHT HOUR SHIFT**

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- (a) The regular working day shall be eight (8) hours per day, forty (40) hours per week: all work in excess of eight (8) hours per day and/or forty (40) hours per week shall be paid for at the overtime rate. Five (5) consecutive days work followed by two (2) consecutive days leave shall constitute a week.
- (b) For each regular eight (8) hour day worked an Officer shall be credited with .493 days leave.
- (c) On eight (8) hours shift tugs Officers will be employed on a monthly pay basis except when a shortage of work necessitates a lay-off of personnel.
- (d) An eight (8) hour shift tug shall not normally be dispatched to work in excess of eight (8) hours.

**3.03 TWELVE HOUR SHIFT TUGS**

- (a) On twelve (12) hour shift tugs, Officers shall be employed on a monthly pay and leave basis.
- (b) No twelve (12) hour shift tugs shall be dispatched to work in excess of twelve (12) hours. Should adverse conditions arise shortly before the end of a shift which necessitate working longer than twelve (12) hours, overtime shall be paid for according to the provisions of ARTICLE 1.24.

**PART IV**

**4.01 FASTWATER VESSELS**

- (a) Fastwater vessels shall mean those operating in the following areas:
  - (i) The Fraser River including all navigable waters connected therewith above Mission Bridge.
  - (ii) The Nass River and waters connected therewith from above and above Echo Harbour and/or Double Island.
  - (iii) The Skeena River and waters connected therewith from and above the Scotia River.

- (iv) Any other areas where the Guild and Company agree that this Article will apply.
- (b) Ten paid and shall be given his UIC book. The Officers' seniority shall remain dormant during said pay off period and until returning to the same employer or terminating his employment.
- (k) Under no circumstances shall an Officer who has agreed to "pay off" under this Article be permitted to work in the marine industry until expiration of all his leave time, except where no Fast Water Personnel are available for the operations of Fastwater Vessels.

**4.02 WATER TAXIS AND CRUISE VESSELS**

- (a) Officers employed on water taxis and cruise vessels shall be employed on an eight (8) hour work day basis. Overtime shall be paid for work in excess of eight (8) hours and for work performed when called out after 1800 hours, or prior to 0600 hours, except for scheduled crew trips to camps.
- (b) The Company will endeavour to minimize or avoid dispatching service boats with passengers during the hours of darkness. The speed of the vessel during hours of darkness shall be at the sole discretion of the Master.
- (c) Officers shall report for work one half (1/2) hour before scheduled sailing time and their pay shall start at the time of reporting.
- (d) The base rate of pay for Masters under this Article shall be \$22.89 per hour.
- (e) The Company agrees to pay each Master an allowance per day worked in lieu of subsistence under 3.01 (j) of \$8.89.

**PART V**

**5.01 SHIPS OTHER THAN TUGS**

The terms and conditions set out in this Collective Agreement shall apply as appropriate to the vessels named herein. Additional conditions are set out in Appendix (J) hereto.

HAIDA MONARCH  
HAIDA BRAVE

HAIDA TRANSPORTER  
SEASPAN DORIS  
SEASPANGREG

Should the Company introduce a vessel other than a tug into its operations, such vessel will be named in this Article and the parties will meet at either's request to discuss those conditions of a special nature not covered by this Agreement.

**5.02 UNION DISPATCH HALL FEE**

The Company agrees to pay to the Guild the agreed Hiring Hall Fee of sixty-five cents (\$0.65) each day for each Officer in its employ.

**5.03 OLD AGREEMENT**

This Agreement nullifies any Addenda or Letter of Intent which existed between the Company and the Guild prior to January 25th 1973.

**5.04 EFFECTIVE DATES**

The effective dates of all new and/or amended provisions of this Agreement shall be in accordance with the terms of the Memorandum of Agreement which resulted in this Agreement.

**5.05 TERM OF AGREEMENT**

This Agreement shall be effective from October 1, 1992 and shall remain in effect until September 30th, 1994 and thereafter from year to year subject to four (4) month's notice in writing of desire to revise, amend or terminate same. Such notice may be given any time after May 31, 1994. After such notice has been given, specific proposals (if any) must be submitted and negotiations commenced within ten (10) days of the date of notice.

Calculation:

$\$0.65$  (per day) x  $30.42$  (average month) =  $\$19.77$   
Times the number of Officers = monthly contribution

EXECUTED ON BEHALF OF  
COUNCIL OF MARINE CARRIERS

EXECUTED ON BEHALF OF  
CANADIAN MERCHANT SERVICE GUILD

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

DATED AT VANCOUVER, BC THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 1993.

**APPENDIX "A"**

**A. NOISE ABATEMENT PROGRAM**

The Company and the Guild agrees to continued development of the noise abatement program. The Company and the Guild agree to participate in a Joint Management Union Industry Committee to consider noise abatement on vessels and make recommendations to the respective companies where necessary in order to meet the objective of reducing noise to mutually acceptable levels.

**(a) NOISE LEVEL READINGS**

The Company agrees that its' members companies shall, if they have not yet done so, have noise level readings taken on all of their vessels.

The noise level readings shall be taken in accommodation areas, specifically sleeping cabins, galleys, mess-rooms, wheelhouses, and recreation rooms. Such readings shall be taken in accordance with the STANDARDS RESPECTING NOISE CONTROL AND HEARING PROTECTION IN CANADIAN TOWBOATS OVER 15 TONS GROSS TONNAGE.

All noise level readings are to be made available to the Guild for inspection upon request. Should the Company take subsequent noise level readings the Guild will be supplied with copies of findings. Should a Company fail to comply the Guild may require that the vessel(s) in question be tied up until such time as the readings are taken and shown to the Guild.

Noise level readings shall be taken as follows:

1. The Company may take its own level readings and in this event the Guild may have a Guild official in attendance while the vessel(s) are being tested, or
2. Should the Guild dispute any noise level readings tendered, the Guild may then require further noise level readings with a Guild representative in attendance.

**(b)** The Committee shall have the authority to examine any vessel in respect of which a noise problem is presented to the Committee.

**(c) PROGRESS REPORTS**

When noise abatement work is undertaken the Committee will be provided with progress reports on a regular basis by the Company.

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(d) AUDIOMETRIC TESTING

All seagoing personnel are to be given audio-metric testing on an annual basis. Testing shall be done by Certified Audiometric Technicians, as acknowledged by the W.C.B. and the Officer tested to be given his results. where available.

(e) HEARING PROTECTION

On vessels where there exists steady state and impact noise considered excessive, officers shall be provided with adequate hearing protective devices. The noise exposure levels and standards of protective equipment shall be as provided for in the Transport Canada Coast Guard STANDARDS RESPECTING NOISE CONTROL AND HEARING PROTECTION IN CANADIAN TOWBOATS OVER 15 TONS, GROSS TONNAGE, subject to the Marine Occupational Safety and Health Regulations.

(f) MEETINGS

The Committee will meet at the call of either the Company or one of the participating unions to discuss progress and new developments.

(g) COMMITTEE

The Joint Industry Committee shall be comprised of representatives from the Company and respective Unions.

**APPENDIX "B"**

**LETTER OF UNDERSTANDING**

**B. PAYROLL PROCEDURES**

Canadian Merchant Service Guild  
230 West Broadway  
Vancouver, BC

Attention: Leo M. Gray

Dear Sir:

Payroll Procedures

Regarding the method paying Officers, the following procedures are agreed:

1. Pay - The Company will continue to pay its' officers in the current manner, for the duration of the Agreement.
2. Pay Statements - All Officers shall be supplied with a payroll statement at the end of each pay period. Such pay statement shall clearly indicate:
  - (a) Days worked and rate paid.
  - (b) The number of days carried over from the previous period.
  - (c) The balance of days at the end of the pay period.
  - (d) The amount of annual holiday credits earned during the period and the total accrual to date.
  - (e) Statutory holiday pay.
  - (f) Earnings pertaining to "Duties Other Than As An Officer".
  - (g) Earnings pertaining to "Officers Working by the Vessel" Article.
  - (h) Overtime
  - (i) Subsistence, engine servicing.
  - (j) Other.
  - (k) Gross Earnings.
  - (l) Deductions
  - (m) Net earnings.
5. Upon request by an employee his 'converted overtime to leave' will be shown on his pay statement.
6. Any proposed change in payroll procedures will be by mutual agreement between the parties.

**APPENDIX "C"**

**LETTER OF UNDERSTANDING**

**C. BAREBOAT CHARTERS**

Canadian Merchant Service Guild  
230 West Broadway  
Vancouver, BC

Attention: Leo M. Gray

Dear Sir:

Bareboat Charters - **Claims** Involving Third Parties

Section (b) of ARTICLE 1.01 (RECOGNITION) provides in part that should a charterer fail or neglect to abide by the terms of our Collective Agreement the Company will be liable to the Guild members concerned for unpaid wages and other monetary benefits. During the course of negotiations it was agreed that a six (6) month limitation should apply to any claims that might arise out of such third party arrangements. In other words, in the event that a C.M.C. company chartered a vessel to a third party who failed to meet his obligations under the Agreement terms, a Guild member with a valid claim would be obliged to register his claim with us not later than six (6) months from the date the claim first arose. It is understood that a claim instituted beyond this point in time will not be recognized.



**APPENDIX "D"**

**LETTER OF UNDERSTANDING**

**D. REASONABLE COSTS**

Canadian Merchant Service Guild  
230 West Broadway  
Vancouver, BC

Attention: Leo M. Gray

Dear Sir:

ARTICLE 2.04 - "Reasonable Costs"

Some question has arisen as to the meaning of the term "reasonable costs" as it appears in ARTICLE 2.04 of the Agreement. I explained during negotiations that "reasonable costs incurred in moving and relocating family and belongings" would vary according to the circumstances.

It is our expectation that in the event an Officer is requested to transfer, he would secure quotations from at least two moving firms and submit them to his company. Other things being equal, the lowest of the two bids would establish the cost to be incurred, it being understood that the company reserves the right to make arrangements to

1. move the Officer's belongings by other insured means, and
2. not pay the cost of moving items if they are plainly beyond the scope of normal household possessions, e.g. grand piano, livestock, etc.

APPENDIX "E"

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E. WAGE RATES

C.M.S.G. WAGE RATES EFFECTIVE OCTOBER 1, 1992

		OCT 1/90 MONTHLY BASIC	MONTHLY BASIC	CALENDAR DAY	OCTOBER 1,1992 PAY FOR LEAVE	EARN.PER DAY WORKED	RATE PER HOUR	TIME AND ONE HALF	DOUBLE TIME
MASTERS									
Group	2	4034.27	4114.96	135.27	167.73	303.00	25.25	37.88	50.50
	3	4163.31	4246.58	139.60	173.10	312.70	26.06	39.09	52.12
	4	4303.93	4390.01	144.31	178.94	323.25	26.94	40.41	53.88
	5	4449.53	4538.52	149.20	185.01	334.21	27.85	41.78	55.70
	6	4595.20	4687.10	154.08	191.06	345.14	28.76	43.14	57.52
		4888.52	4986.29	163.91	203.25	367.16	30.60	45.90	61.20
	7	4740.83	4835.65	158.96	197.11	356.07	29.67	44.51	59.34
		5034.15	5134.83	168.80	209.31	378.11	31.51	47.27	63.02
	8	4890.39	4988.20	163.98	203.34	367.32	30.61	45.92	61.22
		5183.71	5287.38	173.81	215.52	389.33	32.44	48.66	64.88
	9	5036.05	5136.77	168.86	209.39	378.25	31.52	47.28	63.04
		5329.37	5435.96	178.70	221.59	400.29	33.36	50.04	66.72
Commodore/		5181.70	5285.33	173.75	215.45	389.20	32.43	48.65	64.86
Regent		5475.02	5584.52	183.58	227.64	411.22	34.27	51.41	68.54
Monarch/		5465.27	5574.58	183.25	227.23	410.48	34.21	51.32	68.42
Brave		5758.58	5873.75	193.09	239.43	432.52	36.04	54.06	72.08

NOTE: 2nd rates are for Non Watchkeepers

age 52

26 Nov 93

	OCT 1/90 MONTHLY BASIC	MONTHLY BASIC	CALENDAR DAY	OCTOBER 1, 1992. PAY FOR LEAVE	EARN.PER DAYWORKED	RATE PER HOUR	TIME AND ONE HALF	DOUBLE TIME
<b>CHIEF ENGINEERS</b>								
Group 2	3897.80	3975.76	130.70	162.07	292.77	24.40	36.60	48.80
3	4026.40	4106.93	135.01	167.41	302.42	25.20	37.80	50.40
4	4163.31	4246.58	139.60	173.10	312.70	26.06	39.09	52.12
5	4303.93	4390.01	144.31	178.94	323.25	26.94	40.41	53.88
6	4449.53	4538.52	149.20	185.01	334.21	27.85	41.78	55.70
7	4595.20	4687.10	154.08	191.06	345.14	28.76	43.14	57.52
8	4740.83	4835.65	158.96	197.11	356.07	29.67	44.51	59.34
9	4890.39	4988.20	163.98	203.34	367.32	30.61	45.92	61.22
Commodore/	5039.94	5140.74	168.99	209.55	378.54	31.55	47.33	63.10
Regent	5333.27	5439.94	178.83	221.75	400.58	33.38	50.07	66.76
Monarch/	5324.57	5431.06	178.54	221.39	399.93	33.33	50.00	66.66
Brave	5617.91	5730.27	188.37	233.58	421.95	35.16	52.74	70.32

	OCT 1/90 MONTHLY BASIC	MONTHLY BASIC	CALENDAR DAY	OCTOBER 1, 1992 PAY FOR LEAVE	EARN.PER DAY WORKED	RATE PER HOUR	TIME AND ONE HALF	DOUBLE TIME
<b>MATES &amp; 2ND ENGINEERS</b>								
Group 2	3607.29	3679.44	120.95	149.98	270.93	<del>22.58</del> <i>22.58</i>	33.87	45.16
3	3666.88	3740.22	122.95	152.46	275.41	22.95	34.43	45.90
4	3729.03	3803.61	125.04	155.05	280.09	23.34	35.01	46.68
5	3799.78	3875.78	127.41	157.99	285.40	23.78	35.67	47.56
6	3881.88	3959.52	130.16	161.40	291.56	24.30	36.45	48.60
7	3973.58	4053.05	133.24	165.22	298.46	24.87	37.31	49.74
8	4065.33	4146.64	136.31	169.02	305.33	25.44	38.16	50.88
9	4154.76	4237.86	139.31	172.74	312.05	26.00	39.00	52.00
Com./Regt	4249.19	4334.17	142.48	176.68	319.16	26.60	39.90	53.20
Mon./Brave	4355.30	4442.41	146.04	181.09	327.13	27.26	40.89	54.52

		OCT 1/90			OCTOBER 1, 1992.				
		MONTHLY	MONTHLY	CALENDAR	PAY FOR	EARN.PER	RATE PER	TIME AND	DOUBLE
		BASIC	BASIC	DAY	LEAVE	DAY WORKED	HOURLY	ONE HALF	TIME
2ND MATES & 3RD ENGINEERS									
Group	2	3596.29	3668.44	120.59	149.53	270.12	22.51	33.77	45.02
	3	3655.88	3729.22	122.59	152.01	274.60	22.88	34.32	45.76
	4	3718.03	3792.61	124.67	154.59	279.26	23.27	34.91	46.54
	5	3788.78	3864.78	127.05	157.54	284.59	23.72	35.58	47.44
	6	3870.88	3948.52	129.80	160.95	290.75	24.23	36.35	48.46
	7	3962.58	4042.05	132.87	164.76	297.63	24.80	37.20	49.60
	8	4054.33	4135.64	135.95	168.58	304.53	25.38	38.07	50.76
	9	4143.76	4226.86	138.95	172.30	311.25	25.94	38.91	51.88
Com./Regt		4238.19	4323.17	142.12	176.23	318.35	26.53	39.80	53.06
Mon./Brave		4344.30	4431.41	145.67	180.63	326.30	27.19	40.79	54.38

NOTE: Red Circled Rates (Monthly Basic \$11.00 less than MATES Rate)

		OCT 1/90			OCTOBER 1, 1992.				
		MONTHLY	MONTHLY	CALENDAR	PAY FOR	EARN.PER	RATE PER	TIME AND	DOUBLE
		BASIC	BASIC	DAY	LEAVE	DAYWORKED	HOURLY	ONE HALF	TIME
NON-CERTIFICATED MATES & 2ND ENGINEERS									
Group	2	3509.31	3579.50	117.67	145.91	263.58	21.97	32.96	43.94
	3	3568.89	3640.27	119.67	148.39	268.06	22.34	33.51	44.68
	4	3631.05	3703.67	121.75	150.97	272.72	22.73	34.10	45.46
	5	3701.78	3775.82	124.12	153.91	278.03	23.17	34.76	46.34
	6	3783.89	3859.57	126.88	157.33	284.21	23.68	35.52	47.36
	7	3875.60	3953.11	129.95	161.14	291.09	24.26	36.39	48.52
	8	3967.35	4046.70	133.03	164.96	297.99	24.83	37.25	49.66
	9	4056.76	4137.90	136.03	168.68	304.71	25.39	38.09	50.78

		OCT 1/90			OCTOBER 1, 1992.				
		MONTHLY BASIC	MONTHLY BASIC	CALENDAR DAY	PAY FOR LEAVE	EARN.PER DAY WORKED	RATE PER HOUR	TIME AND ONE HALF	DOUBLE TIME
<b>NEW HIRES IN POSITION OF</b>									
<b>2ND MATE. 3RD ENGINEER</b>									
<b>Group</b>	2	3557.29	3629.44	119.31	147.94	267.25	22.27	33.41	44.54
	3	3616.88	3690.22	121.31	150.42	271.73	22.64	33.96	45.28
	4	3679.03	3753.61	123.39	153.00	276.39	23.03	34.55	46.06
	5	3749.78	3825.78	125.77	155.95	281.72	23.48	35.22	46.96
	6	3831.88	3909.52	128.52	159.36	287.88	23.99	35.99	47.98
	7	3923.58	4003.05	131.59	163.17	294.76	24.56	36.84	49.12
	8	4015.33	4096.64	134.67	166.99	301.66	25.14	37.71	50.28
	9	4104.76	4187.86	137.67	170.71	308.38	25.70	38.55	51.40
<b>Com./Regt</b>		4199.19	4284.17	140.83	174.63	315.46	26.29	39.44	52.58
<b>Mon./Brave</b>		4305.30	4392.41	144.39	179.04	323.43	26.95	40.43	53.90

**NOTE: Mates rate less \$50.00 (Monthly)**

		OCT 1/90 MONTHLY BASIC	MONTHLY BASIC	CALENDAR DAY	OCTOBER 1, 1992. PAY FOR LEAVE	1992. EARN.PER DAY WORKED	RATE PER HOUR	TIME AND ONE HALF	DOUBLE TIME
<b>8 HOUR PERSONNEL</b>									
<b><u>MASTER</u></b>									
Group	2	4034.27	4114.96			202.00	25.25	37.88	50.50
	3	4163.31	4246.58			208.48	26.06	39.09	52.12
	4	4303.93	4390.01			215.52	26.94	40.41	53.88
	5	4449.53	4538.52			222.80	27.85	41.78	55.70
<b><u>MATE</u></b>									
Group	2	3607.29	3679.44			180.64	22.58	33.87	45.16
	3	3666.88	3740.22			183.60	22.95	34.43	45.90
	4	3729.03	3803.61			186.72	23.34	35.01	46.68
	5	3799.78	3875.78			190.24	23.78	35.67	47.56

**NOTE:** Non-Certificated officers to receive monthly and other rates as per 12 hour Non-Certificated Mates

## WAGE RATES EFFECTIVE OCTOBER 1, 1993

		OCT 1/92 MONTHLY BASIC	MONTHLY BASIC	CALENDAR DAY	OCTOBER 1, 1993. PAY FOR LEAVE	EARN.PER DAY WORKED	RATE PER HOUR	TIME AND ONE HALF	DOUBLE TIME
MASTERS									
Group	2	4114.96	4238.41	139.33	172.77	312.10	26.01	39.02	52.02
	3	4246.58	4373.98	143.79	178.30	322.09	26.84	40.26	53.68
	4	4390.01	4521.71	148.64	184.31	332.95	27.75	41.63	55.50
	5	4538.52	4674.68	153.67	190.55	344.22	28.69	43.04	57.38
	6	4687.10	4827.71	158.70	196.79	355.49	29.62	44.43	59.24
		4986.29	5135.88	168.83	209.35	378.18	31.52	47.28	63.04
	7	4835.65	4980.72	163.73	203.03	366.76	30.56	45.84	61.12
		5134.83	5288.87	173.86	215.59	389.45	32.45	48.68	64.90
	8	4988.20	5137.85	168.90	209.44	378.34	31.53	47.30	63.06
		5287.38	5446.00	179.03	222.00	401.03	33.42	50.13	66.84
	9	5136.77	5290.87	173.93	215.67	389.60	32.47	48.71	64.94
		5435.96	5599.04	184.06	228.23	412.29	34.36	51.54	68.72
Commodore/		5285.33	5443.89	178.96	221.91	400.87	33.41	50.12	66.82
Regent		5584.52	5752.06	189.09	234.47	423.56	35.30	52.95	70.60
Monarch/		5574.58	5741.82	188.75	234.05	422.80	35.23	52.85	70.46
Brave		5873.75	6049.96	198.88	246.61	445.49	37.12	55.68	74.24

NOTE: 2nd rates are for Non Watchkeepers

	OCT 1/92 MONTHLY BASIC	MONTHLY BASIC	CALENDAR DAY	OCTOBER 1, 1993. PAY FOR LEAVE	EARN.PER DAY WORKED	RATE PER HOUR	TIME AND ONE HALF	DOUBLE TIME
<b>ENGINEERS</b>								
Group 2	3975.76	4095.03	134.62	166.93	301.55	25.13	37.70	50.26
3	4106.93	4230.14	139.06	172.43	311.49	25.96	38.94	51.92
4	4246.58	4373.98	143.79	178.30	322.09	26.84	40.26	53.68
5	4390.01	4521.71	148.64	184.31	332.95	27.75	41.63	55.50
6	4538.52	4674.68	153.67	190.55	344.22	28.69	43.04	57.38
7	4687.10	4827.71	158.70	196.79	355.49	29.62	44.43	59.24
8	4835.65	4980.72	163.73	203.03	366.76	30.56	45.84	61.12
9	4988.20	5137.85	168.90	209.44	378.34	31.53	47.30	63.06
Commodore/	5140.74	5294.96	174.06	215.83	389.89	32.49	48.74	64.98
Regent	5439.94	5603.14	184.19	228.40	412.59	34.38	51.57	68.76
Monarch/	5431.06	5593.99	183.89	228.02	411.91	34.33	51.50	68.66
Brave	5730.27	5902.18	194.02	240.58	434.60	36.22	54.33	72.44

	OCT 1/92 MONTHLY BASIC	MONTHLY BASIC	CALENDAR DAY	OCTOBER 1, 1993. PAY FOR LEAVE	EARN.PER DAY WORKED	RATE PER HOUR	TIME AND ONE HALF	DOUBLE TIME
<b>MATES &amp; 2ND ENGINEERS</b>								
Group 2	3679.44	3789.82	124.58	154.48	279.06		34.89	46.52
3	3740.22	3852.43	126.64	157.03	283.67		35.46	47.28
4	3803.61	3917.72	128.79	159.70	288.49	24.04	36.06	48.08
5	3875.78	3992.05	131.23	162.73	293.96	24.50	36.75	49.00
6	3959.52	4078.31	134.07	166.25	300.32	25.03	37.55	50.06
7	4053.05	4174.64	137.23	170.17	307.40	25.62	38.43	51.24
8	4146.64	4271.04	140.40	174.10	314.50	26.21	39.32	52.42
9	4237.86	4365.00	143.49	177.93	321.42	26.79	40.19	53.58
Com./Reg	4334.17	4464.20	146.75	181.97	328.72	27.39	41.09	54.78
Mon./Brave	4442.41	4575.68	150.42	186.52	336.94	28.08	42.12	56.16



	OCT 1/92 MONTHLY BASIC	MONTHLY BASIC	CALENDAR DAY	OCTOBER 1, 1993. PAY FOR LEAVE	EARN.PER DAY WORKED	RATE PER HOUR	TIME AND ONE HALF	DOUBLE TIME
<b>2ND MATES &amp; 3RD ENGINEERS</b>								
Group 2	3668.44	3778.82	124.22	154.03	278.25	23.19	34.79	46.38
3	3729.22	3841.43	126.28	156.59	282.87	23.57	35.36	47.14
4	3792.61	3906.72	128.43	159.25	287.68	23.97	35.96	47.94
5	3864.78	3981.05	130.87	162.28	293.15	24.43	36.65	48.86
6	3948.52	4067.31	133.71	165.80	299.51	24.96	37.44	49.92
7	4042.05	4163.64	136.87	169.72	306.59	25.55	38.33	51.10
8	4135.64	4260.04	140.04	173.65	313.69	26.14	39.21	52.28
9	4226.86	4354.00	143.13	177.48	320.61	26.72	40.08	53.44
Com./Regtt	4323.17	4453.20	146.39	181.52	327.91	27.33	41.00	54.66
Monarch/Brave	4431.41	4564.68	150.06	186.07	336.13	28.01	42.02	56.02

NOTE: Red Circled Rates (Monthly Basic \$11.00 less than MATES Rate)

	OCT 1/92 MONTHLY BASIC	MONTHLY BASIC	CALENDAR DAY	OCTOBER 1, 1993. PAY FOR LEAVE	EARN.PER DAY WORKED	RATE PER HOUR	TIME AND ONE HALF	DOUBLE TIME
<b>NON-CERTIFICATED MATES &amp; 2ND ENGINEERS</b>								
Group 2	3579.50	3686.89	121.20	150.29	271.49	22.62	33.93	45.24
3	3640.27	3749.48	123.26	152.84	276.10	23.01	34.52	46.02
4	3703.67	3814.78	125.40	155.50	280.90	23.41	35.12	46.82
5	3775.82	3889.09	127.85	158.53	286.38	23.87	35.81	47.74
6	3889.57	4006.26	131.70	163.31	295.01	24.58	36.87	49.16
7	3953.11	4071.70	133.85	165.97	299.82	24.99	37.49	49.98
8	4046.70	4168.10	137.02	169.90	306.92	25.58	38.37	51.16
9	4137.90	4262.04	140.11	173.74	313.85	26.15	39.23	52.30

	OCT 1/92			OCTOBER 1, 1993.					
	MONTHLY	MONTHLY	CALENDAR	PAY FOR	EARN.PER	RATE PER	TIME AND	DOUBLE	
	BASIC	BASIC	DAY	LEAVE	DAY WORKED	HOUR	ONE HALF	TIME	
NEW HIRES IN POSITION OF									
2ND MATE. 3RD ENGINEER									
Group 2	3629.44	3739.82	122.94	152.45	275.39	22.95	34.43	45.90	
3	3690.22	3802.43	125.00	155.00	280.00	23.33	35.00	46.66	
4	3753.61	3867.72	127.14	157.65	284.79	23.73	35.60	47.46	
5	3825.78	3942.05	129.59	160.69	290.28	24.19	36.29	48.38	
6	3909.52	4028.31	132.42	164.20	296.62	24.72	37.08	49.44	
7	4003.05	4124.64	135.59	168.13	303.72	25.31	37.97	50.62	
8	4096.64	4221.04	138.76	172.06	310.82	25.90	38.85	51.80	
9	4187.86	4315.00	141.85	175.89	317.74	26.48	39.72	52.96	
Com./Regt	4284.17	4414.20	145.11	179.94	325.05	27.09	40.64	54.18	
Mon./Brave	4392.41	4525.68	148.77	184.47	333.24	27.77	41.66	55.54	

NOTE: Mates rate less \$50.00 (Monthly)

		OCT 1/92 MONTHLY BASIC	MONTHLY BASIC	CALENDAR DAY	OCTOBER 1, 1993. PAY FOR LEAVE	EARN.PER DAY WORKED	RATE PER HOUR	TIME AND ONE HALF	DOUBLE TIME
<b>8 HOUR PERSONNEL</b>									
<b>MASTER</b>									
Group	2	4114.96	4238.41			208.08	26.01	39.02	52.02
	3	4246.58	4373.98			214.72	26.84	40.26	53.68
	4	4390.01	4521.71			222.00	27.75	41.63	55.50
	5	4538.52	4674.68			229.52	28.69	43.04	57.38
<b>MATE</b>									
Group	2	3679.44	3789.82			186.08	23.26	34.89	46.52
	3	3740.22	3852.43			189.12	23.64	35.46	47.28
	4	3803.61	3917.72			192.32	24.04	36.06	48.08
	5	3875.78	3992.05			196.00	24.50	36.75	49.00

NOTE: Non-Certificated officers to receive monthly and other rates as per 12 hour Non-Certificated Mate

FLAT RATES AS FOLLOWS:

Continuous Tugs: EXCESSIVE HOURS \$6.57 per calendar day, \$200.00 flat per month.

Shift Tugs: SUBSISTENCE \$6.58 per calendar day, \$200.07 flat per month

Shift Tugs: SERVICING ENGINES paid to Masters when no engineer on board - 1/2 hour @ straight time per day worked.

Rover & Sentry: Mates receive servicing engines not Masters - 1 hour @ straight time per day worked.

DORIS SERVICING ENGINES as follows:

MATES AND 2ND ENGINEERS - 1 Hour @ Straight time per day worked.

CHIEF ENGINEERS - 1 1/2 Hours @ Straight time per day worked.

GREG SERVICING ENGINES as follows:

MATES AND ENGINEERS - 1/2 Hour @ Straight time per day worked.

**APPENDIX "F"**

**F. TOWBOAT ACCOMMODATION STANDARDS**

**A. GENERAL**

1. A Committee will be established to be known as the Towboat Accommodation Standards Committee. It shall be made up of equal representation from the Company and the Unions concerned. Its' functions shall be as follows:
  - (a) To receive and study plans and layouts of vessels modifications and new vessel construction prior to such modification or construction.
  - (b) To improve or advise on that portion of the plans which fall within the jurisdiction of this Article.
  - (c) To act in matters concerning government regulations which have a direct effect on safety, efficiency and comfort in the West Coast towing industry, using outside assistance as may be required, e.g. Naval Architect, Minister of Transport.
    1. For the purpose of this Article, the application of the term "wherever practicable" shall be determined by the Committee. Consideration shall be given to the size of the vessel and type of operation.
    2. In instances where this committee is unable to reach a solution, within its terms of reference, the issue shall be put to arbitration in accordance with the provisions of Article 1.12 (B).
    3. The Committee shall act only on written request in dealing with problems on specific vessels. Such a request may be made by any one of the parties.

**B. DEFINITIONS**

1. New Tug Means
  - (i) A tug the keel of which is laid on or after the effective date of this Agreement.
  - (ii) A tug purchased outside of the jurisdiction of the Western Branch Guild.
  - (iii) A tug on which major modifications are commenced on or after the date of signing the Agreement.

- (iv) Any alterations made to vessel that has previously been classified as a new vessel must continue to comply with the terms of the new tug standards which existed at the time the vessel was classified except where mutually agreed.

2 Existing tug means:

- (i) A tug other than a new tug.

3. Continuous Operating Tug Means:

- (i) A tug on which the crew sleeps and eats on board and where meals are prepared on board.

4. Shift tug means:

- (i) A tug operating in a restricted area where the crew does not sleep aboard.

**c. NEW TUGS OTHER THAN SHIFT TUGS**

1. Design Standards for Sleeping rooms

(a) Vessels up to 50' in length between perpendiculars

- (i) All accommodation space to be situated above the deepest water line.
- (ii) Officers shall be accommodated in single berth rooms.
- (iii) Maximum number of persons in one sleeping room shall be two.

(b) Vessels over 50' and up to 90' in length between perpendiculars

- (i) All accommodation space to be above the deepest waterline.
- (ii) All sleeping rooms to be on or above the main deck.
- (iii) Officers shall be accommodated in single berth rooms.
- (iv) Maximum number of persons in one sleeping room shall be two.
- (v) All sleeping rooms to be single berth rooms where practicable.

(c) Vessels over 90' in length between perpendiculars

- (i) All sleeping rooms to be situated on or above the main deck.

- (ii) All sleeping rooms to be single berth rooms.
  - (iii) All accommodation space to be situated on or above the main deck, where practicable.
  - (iv) The sleeping room for the Chief Engineer shall include one extra locker.
  - (v) The Chief Engineer's sleeping room on vessels over 120' in length between perpendiculars shall in addition to the above provisions include one 24" x 54" desk, one 2 drawer filing cabinet and one standing book case.
- (d) Square foot area of sleeping rooms
- (i) All single berth sleeping rooms shall have a minimum total floor area of 50 square feet.
  - (ii) All two berth sleeping rooms shall have a minimum total floor area of 55 square feet.
- Where practicable, and space is available, priority shall be given to increasing the total floor area in two berth cabins.
- (iii) Any accommodation space that is inadequate by reasonable standards shall not be included in the calculation of floor area.
  - (iv) Every sleeping room shall be constructed to provide clear head room of 6'6" at every point in the room which is available for free movement.
  - (v) Where practicable, every sleeping room shall have at least one window or side light with a clear opening of not less than 18".
  - (vi) Every bed shall be fitted with a spring filled mattress.
  - (vii) Every bed shall be large enough to accommodate a mattress of 6'6" in length and 2'3" in width. Where practicable, mattress width will be increased to 2'6".
  - (viii) Every sleeping room shall be fitted with a drawer of at least four (4) cubic feet capacity.
- (e) (i) Every tug shall have a washing machine and proper facilities for drying clothes.
- (ii) Every tug, of Group IV and over, shall have a washing machine and proper facilities for drying clothes.

For purposes of this Section, vessel groups refer to groups established in the Agreement and apply only to continuous operating vessels.

## 2 Washrooms and W.C.'s

- (a) (i) Every vessel shall have a properly installed and functioning W.C. and be provided with mechanical ventilation.
- (ii) For a crew complement of 7 to 13 there shall **be** at least two W.C.'s. For each six (6) additional crew members there shall **be** an additional W.C.
- (b) (i) Every vessel shall have a properly installed and functioning shower supplied with hot and cold fresh water through taps.
- (ii) For a crew complement up to and including 7 men, there shall be one shower.
- (iii) For a crew complement of 8 to 15 men there shall **be** two showers. For each 7 additional men there shall be an additional shower.
- (c) (i) On new vessels each Officer's room will **be** provided with a properly functioning wash basin.

## 3. Dining Areas

- (a) (i) A dining area shall **be** provided with sufficient seating area to accommodate all of the crew at one time.
- (ii) Wherever practicable, the dining area shall **be** separated from the galley area.
- (iii) Wherever practicable, a portion of the dining area shall **be** set aside as a recreation area in a manner that will not interfere with setting up for meals.
- (iv) Galleys, dining areas, heads, showers, sleeping rooms and recreation spaces shall be separated from the wheelhouse and steering area by a permanent bulkhead.

## 4 Insulation

### (a) Noise

1. All accommodation space shall be insulated against engine and other noise based on the result of the "Noise Reduction Program" set out in Appendix "A" to this Agreement.

(b) Heat and Cold

- (i) All accommodation shall be properly and adequately insulated against heat and cold and have provision for heating when weather conditions require it and be provided with mechanical ventilation.
- (ii) Sound reduced booth on vessels over 120' in length and communication booths on vessel 90' to 120' in length. Issue referred to Health and Safety Committee.

D NEW SHIFT TUGS

- (a) (i) Every tug shall be provided a wash basin, which shall be separate from the sink used to wash cups and dishes. All wash basins shall be supplied with piped hot and cold fresh water.
- (ii) Every tug shall be provided with a properly functioning shower, where practicable. All showers shall be supplied with piped hot and cold water.
- (iii) Every tug shall have a properly installed and properly functioning head.
- (iv) Every tug shall be provided with a galley stove, or permanently installed hot plate fitted with rails and fiddles.
- (v) Every tug shall be provided with a supply of potable water from tanks of adequate capacity.
- (vi) All accommodation shall be properly and adequately insulated against heat and cold, and have provision for heating when weather conditions require it.
- (vii) All accommodation shall be properly and adequately insulated against engine noise and other noise based on the result of the "Noise Reduction Program".
- (viii) All accommodation shall be properly and adequately ventilated.
- (ix) Sufficient clean tea towels, hand and shower towels shall be supplied and kept clean.

E EXISTING SHIFT TUGS

- (a) (i) Where hot and cold water supply exists and space is available, wash basins, separate to sinks, shall be provided.



- (ii) Existing shower facilities shall be maintained in good working order.
- (iii) Every tug shall have a properly installed and properly functioning head.
- (iv) Every tug shall be provided with a galley stove, or permanently installed hot plate fitted with rails and fiddles.
- (v) Every tug shall be provided with a supply of potable water from tanks of adequate capacity.
- (vi) All accommodations shall be properly and adequately insulated against heat and cold, and have provision for heating when weather conditions require it.
- (vii) All accommodation shall be properly and adequately insulated against engine noise and other noise based on the results of the "Noise Reduction Program".
- (viii) All accommodation shall be properly and adequately ventilated.
- (ix) Sufficient clean tea towels, hand and shower towels shall be supplied and kept clean.

**F. EXISTING VESSELS OTHER THAN SHIFT TUGS**

The Company agrees to upgrade accommodation in existing continuous operated vessels in accordance with the terms laid out in this Section. If in the opinion of the committee the accommodation in an existing continuous operating vessel cannot be upgraded to acceptable standards, it shall be treated in accordance with the terms of the Group in which it is classified by the committee.

The Committee will take into consideration the following factors, and MOT Accommodation Regulations in order to classify the vessels within the industry.

Classification Factors

- (a) Sleeping accommodation for an Officer shall be above deck.
- (b) (i) Every Officer shall be provided with a properly built bed that is not less 78 inches in length and 27 inches in width, inside measurements.
- (ii) The **bed** shall be fitted with a spring-filled mattress.

- (c) (i) A dining area shall be provided, with sufficient dimensions to accommodate all of the crew at one time.
- (ii) No dining area shall be combined with a sleeping room.
- (iii) Every dining area shall be furnished with sufficient tables and chairs to allow all of the crew to be seated at one time, and to allow a space of at least 27 inches, measured along the edge of the table, for each person.
- (iv) Every table shall be at least:
  - 1. 27 inches wide if seats are provided on both sides of the table, or
  - 2. 20 inches wide if seats are provided on only one side of the table.
- (d) Every tug shall have a properly functioning shower and a wash basin that is separate from the galley sink.
- (e) Every tug shall have a properly installed and properly functioning head with mechanical ventilation where practical.
- (f) (i) Every tug shall be provided with a galley, situated next to the dining area.
- (ii) Every galley shall be provided with exhaust fans and hoods which will draw off fumes from the galley ranges and discharge the fumes into the open air.
- (g) Every tug shall be provided with piped potable Water which is provided in the crew accommodation from tanks of adequate capacity for the purpose.
- (h) In every tug piped fresh hot and cold water shall be available for wash basins, baths and showers.
- (i) All accommodation shall be properly and adequately insulated against heat and cold and have provisions for heating when weather conditions require it.
- (j) All accommodation shall be properly and adequately insulated against engine noise and other noise.
- (k) All accommodations shall be properly and adequately ventilated.

- (l) On any tug that the crew works longer than seven (7) days at one time, a washing machine and proper facilities for drying clothes shall be provided.

#### Vessel Groups

For vessels which have not been covered by Accommodation Standard Agreements.

GROUP I Vessels that completely comply with the terms of this Section.

GROUP II Vessels whose existing accommodation is only slightly inferior to the terms of this Section and the committee agrees that minor changes shall be made, where practicable.

GROUP III Vessels whose existing accommodation is inferior to the terms of this Section, and in the opinion of the committee can be upgraded sufficiently to continue to operate as a continuous operating vessel for a period of one (1) year from the date of signing this Agreement. In instances where it is evident to the committee that the upgrading of such a vessel to Group II can, and will be undertaken, or where definite plans to replace such a vessel are evident, extension of the operating period beyond one (1) year will be allowed.

GROUP IV A vessel whose existing accommodation is so inferior to the terms of this Section that it cannot be upgraded to Group III shall not be employed as a continuous operating vessel.

#### G DOZER BOATS

A dozer boat will be equipped with a swing seat, a canopy, outside deck house hand rails, an exhaust muffler, heating, rear weather protection (e.g. canvas curtain with a plasticized window) and running lights.

#### H. GENERAL PROVISIONS

- (i) Aerial Jacks (radio) shall be installed in Officer's quarters of new vessels and in existing vessels which undergo refit.
- (ii) All towboats shall be furnished with all equipment necessary for storing, preparing, cooking and serving food.

I. Bunks allocated to crew members shall only be used by crew members.

## APPENDIX "G"

**G. LIST OF VESSELS AND COMPANIES****GROUP II (0 - 550BHP)**

Anglo Canadian VIII	Pine Mac
Canyon V	Piper I
Canyon VIII	Red Fir VII
Celtic	Red Fir XV
Chehailes Scout	Red Fir XVI
Cypress I	Regent
Chowika	Rivtow Hawk
Dogstar	Rivtow Endeavour
Don Marei	Rivtow Leader
Gabriola Yarder	Sea Cap
Grant Bay	Sea Cap II
Harken I	Sea Cap VII
Harken II	Seaspan Rascal
Harken III	Seaspan Rocket
Harken IV	Seaspan Rover
Harken V	Seatow
Hilda McKenzie	Signal IV
Hutowco Queen	Valerie L
Kitmano	Victory
Koskimo Bay	Victory II
Mahatta II	Victory III
Maple Crest	Viner
Nanaimo Yarder	Westminster Brave
Nanoose Yarder	Westminster Chief
Malaspina Straits	Westminster Warrior
Naskeena #4	
Ocean Iris	

**GROUP III (551 - 900BHP)**

Bering Straits	R.N. Hodder
Chieftain III	L.O. Larsen
Dauntless II	Marline II
Evco Breeze	Pacific Crest
Evco Crest	Sea Cap X
Evco Spray	Seaspan Charger
Evco Wave	Seaspan Foam
Gilking	Seaspan Meteor
Georgia Straits	Seaspan Planet
Gulf Warrior	Seaspan Prince
Harken I	Seaspan Sentry
Harmac Cedar	Seaspan Star
Harmac Fir	Seaspan Stormer
Harmac Pine	Seaspan Tempest
Harmac Spruce	Seaspan Trojan
Hunter	Seaspan Valiant
H.N. Hodder	Seaspan Victor

**GROUP IV (901 - 1300BHP)**

C.T. Titan  
Captain Cook  
Haida Warrior II  
Hustler II  
Kingcome  
Pacific Force  
Pacific Mariner II  
Sea Cap XI  
Seaspan Breeze  
Seaspan Chief

Seaspan Voyager  
Seaspan Wave  
Viking Monarch  
Weldwood Spirit  
Westminster Chinook  
Westminster Hunter  
Westminster Hyack  
Westminster Shaman

**GROUP V (1301 - 1800BHP)**

Ballantyne Straits  
Bandera  
Comox Crown  
Elliot Straits  
Evco Buccaneer  
Hecate Straits  
Kaymar  
Neva Straits  
Ocean Clipper  
Pacific Fury  
Pacific Lightning  
Rivtow Cecil  
Rivtow Dawn  
Rivtow Norman  
Rivtow Princess

Rivtow Star  
Seaspan Cavalier  
Seaspan Champion  
Seaspan Corsair  
Seaspan Crusader  
Seaspan Cutlass  
Seaspan Defender  
Seaspan Guardian  
Seaspan Mariner  
Seaspan Navigator  
Seaspan Protector  
Seaspan Queen  
Seaspan Venture  
Storm Coaster

**GROUP VI (1801 - 2400BHP)**

Mercer Straits  
Seaspan Pacer

Seaspan Sovereign

**GROUP VII (2401 - 3100BHP)**

Jervis Crown

**GROUP VIII (3101 - 3900BHP)**

Commodore Straits  
Seaspan Challenger

Seaspan King

**OTHERS**

Haida Brave  
Haida Monarch  
Haida Transporter  
Rivtow Captain Bob

Seaspan Commodore  
Seaspan Discover  
Seaspan Doris  
Seaspan Greg  
Seaspan Regent

**LIST OF COMPANIES**

Harken Towing Co. Ltd.  
Hodder Tugboat Co. Ltd.  
Kingcome Navigation Company Limited  
Norsk Pacific Marine Services Ltd.  
Ocean Construction Supplies Limited  
Pacific Towing Services Ltd.  
Quatsino Navigation Company Ltd.  
RivTow Towing Co. Ltd. (A division of  
RivTow Industries)  
Seaspan International Ltd.  
Straits Towing (A division of RivTow  
Industries)  
D.H. Timber Towing & Salvage Ltd.  
Valley Towing Ltd.  
Weldwood Transportation Ltd.  
Westminster Tug Boats

**APPENDIX "H"**

**H. ASBESTOS CONTROL PROGRAM**

LETTER OF UNDERSTANDING

The Company agrees to continue the program of asbestos identification, removal or encapsulation. Upon completion of the identification program removal/encapsulation shall commence beginning with the vessel with the greatest asbestos hazard. Areas containing asbestos that have been encapsulated shall be labelled as required. Copies of reports to be forwarded to the Guild.

**APPENDIX "I"**

**MEMORANDUM OF UNDERSTANDING**

**I. SHIFT STARTING TIMES - FRASER AND PITT RIVER OPERATIONS**

C.M.C. Companies primarily engaged in log towing in River operations on a regular basis should benefit from the application of a progressive tide work day, that is; the starting times for particular single shift tugs in a specified geographic area may be varied to suit changing tidal conditions, to take advantage of flood tides in the lower reaches of a River and ebb tides in the upper reaches, it was also agreed that such variations shall be permitted between 2400 hours and 0600 hours notwithstanding the provisions of Article 3.01 (e) of the Collective Agreement.

To secure the above arrangement, Letters of Understanding between individual member Companies and the Guild shall be executed.



APPENDIX "J"

**J. HAIDA MONARCH/BRAVE; HAIDA TRANSPORTER; SEASPAN  
DORIS/GREG**

**1. Haida Monarch/Brave**

- (a) Overtime shall be paid to off-watch employees when the period of the dump takes longer than two hours. In the event of a non or partial dump occurring and lasting beyond two hours, overtime shall be paid after one hour.

A dump is commenced when the Master orders it and continues until the vessel returns to less than a 5 degree list.

There shall be no watch change during a dumping period and those required to work over their scheduled watch shall be paid at the overtime rate.

- (b) When a Mate is required to perform a stability check of the ship during his scheduled time on the dozer boat the premium as per Article 1.20 (a) (i) shall continue for that scheduled time period or until the dozers cease operation, whichever occurs first.

**2. Haida Transporter**

- (a) All Officers employed aboard the HAIDA TRANSPORTER will be paid the GROUP VIII rate of pay in this Agreement.
- (b) First and second Mates shall be additionally compensated by the formula  $14.2 \times 1 \times$  their hourly rate for the following duties:

For the preparation of and completion of such documents as required in the loading and/or discharge of roll on -roll off equipment aboard the HAIDA TRANSPORTER and as may be required from time to time, but not as regular routine duties, to assist in the securing and/or releasing of such equipment.

Mates, temporarily employed, shall be additionally compensated by one (1) hours' pay for each day worked.

- (c) All statutory holiday pay may be converted into equivalent time off by mutual agreement between the employer and the Officer concerned. An Officer shall elect conversion every six (6) months.

**3. SEASPAN DORIS/GREG**

- (a) All Officers employed aboard the Seaspans Doris and Seaspans Greg will be paid the Group VIII rates of pay in this Agreement.
- (b) A "day" or "leave day" shall mean a period of twenty four (24) consecutive hours commencing at the agreed upon crew change time.
- (c) A change in the crew change time shall require seven (7) days written notice of intent to change.
- (d) Tour of Duty: Article 1.28 shall apply on the basis of the practise in effect October 1, 1984, except for unforeseen circumstances of a temporary nature.
- (e) The minimum Officer complement of each vessel will be: Master, First and Second Mate, Chief Engineer and Second Engineer.
- (f) Statutory Holidays - Article 1.15 (e). A regularly scheduled trip is included as a case for which the three (3) day period of December 24th, 25th and 26th, under Article 1.15 (e) may be alternatively given as the period of December 31st, January 1st and 2nd.
- (g) Seniority:
  - (i) All Seaspans Doris/Greg (Trainships) Officers will retain their seniority status (including recall rights) within the Trainship division as existed prior to June 1, 1982.
  - (ii) Seaspans Trainship Officers shall not have any Seniority rights which were accumulated prior to June 1, 1982, with respect to non-Seaspans Trainship Officer positions.
  - (iii) Non-Seaspans Trainship Officers shall not have any Seniority rights which were accumulated prior to June 1, 1982, with respect to Seaspans Trainship Officer positions.
- (h) Pension: The Company agrees to continue the present Pension Plan arrangement (Group RRSP) for those Officers who were participating as of January 1, 1982.
  - (i) Article 1.21 Officers Working By The Vessel, shall apply to these vessels.
  - (j) Tilbury Travel Allowance:

The provisions of this section shall only apply to those employees

who engage a Company vessel at Tilbury Island. The lack of public transportation to the vicinity of the Company's operation at Tilbury gives rise to this provision. The return distance from Tilbury to the Oak Street bridge is approximately eighteen miles. On this basis each employee shall be paid a travel allowance based on the standard Seaspans Administration mileage allowance for the eighteen (18)miles.

- (k) 1. A Deck Officer shall only perform the customary duties of his rank, which shall include the supervision of unlicensed crew members, the supervision of the loading and discharge of roll-on equipment, and the operation of the vessel elevator and equipment related thereto. A Deck Officer shall not perform the work of an unlicensed crew member except when in his opinion or that of the Master, his assistance is necessary.
2. (i) An Engineering Officer shall only perform the customary duties of his rank, which include the repair and maintenance of the vessel elevator, machinery, and equipment related thereto. An Engineering Officer shall not perform duties customarily performed by unlicensed personnel under his supervision except when in his opinion or that of the Chief Engineer, his assistance is necessary.
  - (ii) Should an Engineer be required to operate a back-up system of the elevator on the Seaspans Doris, he shall be paid a premium of time and one half on watch and double time and one half off watch. Payment shall be made on the basis of one hour minimums and one half hour increments thereafter.
  - (iii) The Company shall consult with the Chief Engineer prior to the installation, modification or removal of any equipment on their vessels.
3. Due to the nature of the operation of these vessels, Officers will be given additional compensation for certain duties. Mates are required to supervise the loading and discharge of roll-on roll-off equipment and machinery related thereto: Engineering Officers are required to repair and maintain vessel elevator equipment and machinery related thereto: 2nd Engineers are required to repair tracks and switches to good working order: Chief Engineers are required to perform supervision and limited work described in section 4. Compensation for the above duties per day worked is as follows:

DORIS Mates - 1 hour at straight time  
2nd Eng - 1 hour at straight time  
C/E - 1 1/2 hour at straight time

GREG Mates - 1/2 hour at straight time  
2nd Eng - 1/2 hour at straight time  
C/E - 1/2 hour at straight time

Any of the above duties performed off watch shall attract the off watch Duties Other Than rate.

4. An Officer shall not be required to repair, maintain or handle railway tracks, switches or equipment directly related thereto except as provided herein.
  - (i) When the vessel is away from the home port and when the appropriate Trade Group Shore Personnel are not available, then the Officer may be required to effect repairs.
  - (ii) Where an immediate repair is required in the home port, in order to allow the vessel to sail on schedule and such shore personnel are not readily available, the Officer may be required to effect repairs. Further, where in the opinion of the Chief Engineer a repair is of a minor nature, such as a jammed switch, and repairs can be made in a relatively short period of time, he shall be responsible to effect repairs. Where in his opinion the repairs are of a major nature he shall advise the Company that shore personnel are required.
- An Officer shall not be required to work off the vessel or to work with other than the vessels' equipment.
- If an Officer performs work on board the vessels other than his customary duties such work will be paid for at the Duties Other Than rates.
- (l) Company will maintain the existing T.V. on each vessel.
- (m) Minimum Daily Wage:

The provisions of Article 2.02 (d) shall apply to Officers covered by this Section (3) in a form suited to the agreed crew change time. That is, noon shall be twelve (12) hours from the agreed upon crew change time. One half (1/2) days pay and leave will be paid when the Officer leaves the vessel within twelve (12) hours of the agreed 'crew change time. Otherwise a full days' pay and leave will be paid.

General:

Engineers required to work in furnaces, storm valves, and any work below the deck plate level in the engineroom and the pumproom, engine crankcases or on machinery that has not been allowed to cool to a reasonable temperature will be paid for in accordance with Article 1.20 Duties Other Than.

**APPENDIX "K"**

**LETTER OF UNDERSTANDING**

Canadian Merchant Service Guild  
230 West Broadway  
Vancouver, B.C.

Attention: Captain A.W. Davis

Dear Sir:

**K. USE OF CONTINUOUS OPERATING VESSELS - FRASER RIVER YARDING**

Regarding the use of continuous operating tugs of River Towing (RivTow) in the Fraser River, the following is agreed:

When a four (4) man tug has been used in the River for continuous yarding for periods of three (3) hours or more, then a three (3) hour rest period shall be taken with the tug secured, except where the vessel is dispatched on a voyage where rest can be taken. When such a period of yarding is anticipated, the Company may elect to arrange that the rest period be taken prior to the yarding commencing.

In general, when two (2) tugs are to be used on a river tow, one (1) shall be a shift tug.

Yours sincerely,

J.A. POLLOCK  
President  
Council of Marine Carriers

**APPENDIX "L"**

**LETTER OF UNDERSTANDING**

Captain A.W. Davis  
Canadian Merchant Service Guild  
230 West Broadway  
Vancouver, B.C.

Dear Sir:

**L. RIVER MATES - WESTMINSTER TUG BOATS LTD.**

This letter will serve to confirm the agreement reached during the recent contract negotiations regarding the rates of pay for Mates employed at Westminster Tug Boats Ltd. Effective May 1st 1976, all such Mates will be paid the Group II Mate rates of pay shown in the Collective Agreement regardless of the vessels on which they perform work.

It was also agreed that such Mates will in the future be known as River Mates.

Yours truly

J. ALISTAIR POLLOCK  
President  
Council of Marine Carriers

**APPENDIX "M"**

**LETTER OF CLARIFICATION**

**M. LETTER OF CLARIFICATION CREW COMPLEMENT**

The expedited arbitration procedure outlined in the Letter of Understanding- Crew complement dated June 20, 1984 is clarified as follows:-

Upon such a dispute arising and the Arbitrator being **so** notified by one of the parties, he will be bound to hear the matter forthwith and issue a summary decision, direction or order which will be binding upon the parties. Thereafter, Article 1.11 (b)(iv) and (B) of the Collective Agreement shall apply.

SIGNED ON BEHALF OF  
COUNCIL OF MARINE CARRIERS

SIGNED ON BEHALF OF  
CANADIAN MERCHANT SERVICE GUILD

J.A. POLLOCK  
\_\_\_\_\_

A.W. DAVIS  
\_\_\_\_\_

**Dated at Vancouver B.C. this**

**day of August, 1984.**



**APPENDIX "N"**

Capt. A.W. Davis  
Secretary Treasurer  
Canadian Merchant Service Guild  
230 West Broadway  
Vancouver, B.C.  
V5Y 1P7

**N. SOUND BOOTHS IN VESSELS OVER 2000 K.W.**

Dear Capt. Davis:

It is agreed that the Guild should name to C.M.C. the vessels with main engines over 2000 K.W. where sound booths in the engine rooms could assist in communication with the bridge. C.M.C. will notify the Company concerned and assist in a thorough examination of the matter.

Yours truly,

J.A. POLLOCK  
President  
Council of Marine Carriers

**APPENDIX "O"**

**LETTER OF UNDERSTANDING**

**O. LETTER OF UNDERSTANDING- CREW COMPLEMENT**

The Council of Marine Carriers will discuss any proposed Crew Complement changes with the Guild with respect to repowered and existing vessels with the intent to reach mutual agreement.

The Terms Of Reference for proposed Crew Complement changes shall be:

1. Geographical limits of operations.
2. Types of tow and restrictions.
3. Tours of duty.
4. Canadian Coast Guard Regulations pertaining to safety of crew and vessel.

Where the parties fail to reach mutual agreement the issue in dispute arising from any crew complement change shall be referred to the Industry Arbitrator for expedited arbitration under Article 1.11 (b) 7 and 8 of the Collective Agreement and the status quo will apply until a summary decision is issued.

SIGNED ON BEHALF OF  
COUNCIL OF MARINE CARRIERS

SIGNED ON BEHALF OF  
CANADIAN MERCHANT SERVICE GUILD

J.A. POLLOCK \_\_\_\_\_

A.W. DAVIS \_\_\_\_\_

**DATED AT VANCOUVER, B.C. THIS 20TH DAY OF JUNE 1984.**

**APPENDIX "P"**

**LETTER OF UNDERSTANDING**

**P. USE OF CONTINUOUS OPERATING TUGS UTILIZED AS SHIFT VESSELS FOR SHIP DOCKING ONLY**

It is agreed that such vessels will operate as hereunder:

1. Crew complement;
  - (a) 5 or 6 man vessel - Master, Engineer, or Mate, Deckhand.
  - (b) 7 man vessel - Master, Engineer, Second Engineer when required by law, 2 deckhands.
  - (c) The manning under (a) above will be subject to the Deckhand not leaving the Vessel at any time during a ship docking operation. Designated line tugs working with tow off lines or ships lines when they must be handled by hand, shall have two (2) men available on deck.
2. The terms of Part III - Shift Tugs of the Collective Agreement shall apply to Officers engaged under the terms of this Letter except for 3.01 (c).
3. Officers employed on continuous operated vessels will not be required to work on a shift basis unless they have been free **of** their vessel for twenty four (**24**) hours. Such Officers shall have the option to work on a shift basis.
4.
  - (a) Any Officers used at Roberts Bank for Ship docking in excess of a 5 day period, shall be covered by the Letter **of** Understanding covering the vessels based at Roberts Bank.
  - (b) At Roberts Bank all shifts shall be designated as 12 hour shifts.

SIGNED ON BEHALF OF  
COUNCIL OF MARINE CARRIERS

SIGNED ON BEHALF OF  
CANADIAN MERCHANT SERVICE GUILD

J.A. POLLOCK \_\_\_\_\_

A.W. DAVIS \_\_\_\_\_

**DATED THIS 20TH DAY OF JUNE, 1984.**

**APPENDIX "Q"**

**LETTER OF UNDERSTANDING**

**Q. MANNING- LOG TOWING - SPECIFIC VESSELS**

1. BALLANTYNE STS.
2. ELLIOT STS.
3. WELDWOOD SPIRIT
4. KINGCOME

It is agreed that these vessels can sail with the following Crew Complement while engaged in Log Towing:

- |   |            |
|---|------------|
| 1 | MASTER     |
| 1 | MATE       |
| 1 | ENGINEER   |
| 1 | UNLICENSED |

Any other work performed by these above-named vessels will require the addition of the 6th man.

Any violation of this Agreement will cancel the Agreement in respect to the vessels involved.

SIGNED ON BEHALF OF  
COUNCIL OF MARINE CARRIERS

SIGNED ON BEHALF OF  
CANADIAN MERCHANT SERVICE GUILD

J.A. POLLOCK \_\_\_\_\_

A.W. DAVIS \_\_\_\_\_

**DATED AT VANCOUVER, B.C. THIS 20TH DAY OF JUNE 1984.**

**APPENDIX "R"**

**LETTER OF UNDERSTANDING**

Canadian Merchant Service Guild  
230 West Broadway  
Vancouver, B.C.

Attention: Captain A.W. Davis

Dear Sir:

**R. Subsistence Allowance Rates**

This will confirm the agreement between the parties that future increases in the subsistence allowance will be tied to the wage increases.

Yours truly,

J.A. POLLOCK  
President  
Council of Marine Carriers

**APPENDIX "S"**

JULY 17, 1989

**LETTER OF UNDERSTANDING**

**S. Continued Proficiency Endorsement (CPE)**

The Council and the C.M.S.G. agree to refer to the Education Committee as provided for in Article 1.18 (a) of the Collective Agreement the matter of the Federal Governments' proposed revalidation (CPE) for existing certificates. The focus will be on the needs and concerns of West Coast Officers and employers. The Committee shall consider all relevant material and make such recommendations as deemed appropriate to the Council and the Guild for their approval and implementation.

The terms of reference of the Committee shall be as follows:

1. To consider and make recommendations on:
  - (a) Number of Officers to be affected.
  - (b) Need for exemptions
  - (c) Funding of necessary training, including books, courses, living allowances and wages.
  - (d) Review merits of S.E.N. I, II with respect to contents and length of these courses as applicable to the West Coast Towboat Industry.
  - (e) Review merits of requirements for MED (B1) & (82) for CPE.
  - (f) Implementation dates for the proposed Continued Proficiency Endorsement.
  - (g) related matters.

FOR: CANADIAN MERCHANT  
SERVICE GUILD

FOR: COUNCIL OF MARINE CARRIERS

L.M. GRAY

B.E. SIMS

**APPENDIX "T"**

March 26, 1976

**T. LENGTH OF SHIFTS FOR SHIFT BOAT PERSONNEL**

Canadian Merchant Service Guild  
230 West Broadway  
Vancouver, B.C.

Dear Sir:

This letter will confirm the understanding reached between the Council of Marine Carriers, *Seaspan* International, the C.M.S.G. and the C.B.R.T. in a joint meeting on March 25th, 1976 respecting length of shifts for shift boat personnel and scheduling of such personnel at Xmas.

It was agreed that shift boat personnel will not be paid less than a full shift where they have been put to work and then relieved before their normal shift ends because of lack of work.

Should the employee be relieved because of sickness or mechanical breakdown he shall receive a half days pay for completing a half shift or portion thereof and a full days pay for working more than half a shift.

Regarding the three (3) day leave period at Xmas, the following was agreed.

- (i) Officers who work the day shift of the 23rd December shall commence work on the afternoon shift of the 27th at 0000 hours (midnight of the 26th) and finish at their regular quitting time. They shall receive full wages for this partial shift.
- (ii) Officers working the afternoon shift of the 23rd December shall finish their full shift even though it carries into the 24th December. This shall not cause a further three (3) day leave period to be granted. Officers working such shifts will not commence a regular shift before 0600 on the 27th December.

Yours truly  
Council Of Marine Carriers

Brian E. Sims  
Labour Relations Coordinator

## APPENDIX "U"

## U. JOB REDUNDANCY CLAUSE

## 1. EMPLOYMENT SECURITY

Regular full time Officers who have seniority with their current employer will have Employment Security.

- (a) An Officer who has employment security will not be subjected to layoff as a result of the elimination of an Officers' position as identified in the Redundant Job Schedule.
- (b) An Officer who is affected by a change in the manning of a vessel shall accept one of the following options, the particular option will be at his discretion alone:
  - (i) May exercise his seniority rights within the fleet.
  - (ii) May accept a related shore side position offered by the Company, in which case his employment security will continue.
  - (iii) May accept training for another position within the Company.
  - (iv) May sever his employment with the Company by accepting the monetary consideration.
- (c) Where an Officer is realigned to another position of a lesser pay classification either by exercising his seniority under (b)(i) or being transferred under (b)(ii) he shall be paid no less than the pay class he formerly worked in. <sup>21</sup>/<sub>9</sub>
- (d) Where an Officer is employed on a floating basis his "former rate" shall be established by averaging his actual rates over the previous twelve (12) months of employment.

## 2. SEPARATION PROVISION

An Officer whose job has been made redundant as identified under the Redundant Job Schedule and who has chosen not to accept any of the options: 1(b)(i), 1(b)(ii) or 1(b)(iii) as listed above would be eligible. This would also apply to any Officer who is realigned pursuant to 1(b)(i).

## 3. SEPARATION ALLOWANCE

The separation allowance shall consist of: Three (3) weeks of basic pay (twenty-one (21) days at the calendar rate) for each year of cumulative



compensated service\* to a maximum of seventy-five percent (75%) the Officer could earn at this basic rate prior to age sixty-five. A pro-rated payment will be made for a part year.

This enhanced allowance for separation due to redundant jobs replaces the severance provisions of Article 1.30 in the current Collective Agreement.

\*Cumulative Compensated Service shall be defined as:

- (a) One month of cumulative service is equal to 30.42 days with the Company. Twelve (12) of these months shall constitute one (1) year of cumulative compensated service (time on Long Term Disability is excluded).

#### **4. REVIEW COMMITTEE**

A Committee of six members, three each from the Guild and C.M.C. shall be named. Any disputes arising under this Agreement shall be put before this Committee for resolution. When the Committee is unable to resolve an issue it is agreed that a third party will be named by mutual agreement of the parties to provide Mediation-Arbitration for binding resolution. Failing such an appointment by the Committee either party may refer it to arbitration under Article 1.11 (b) of the Collective Agreement.

#### **5. REDUNDANT JOB SCHEDULE FOR VESSELS**

- (i) To be determined by joint C.M.C. - C.M.S.G. Manning Committee.
  - (ii) Every position that becomes redundant will be considered to have had two (2) individuals employed within that position.
  - (iii) This agreement becomes effective upon date of signing.
  - (iv) Vessels which have been laid up or out of service for more than twelve (12) months shall be crewed in accordance with the recommendations of the Manning Committee and this Job Redundancy Agreement shall not apply.
6. The Parties agree that should it be necessary at some future date to increase manning to cover the duties of those Officers made redundant under this agreement the positions will be filled by C.M.S.G. members.

**DATED AT VANCOUVER, B.C. THIS 27TH DAY OF AUGUST 1991**

**APPENDIX "V"**

**V. JOB REDUNDANT SCHEDULE AGREEMENT NUMBER I**

BETWEEN

COUNCIL OF MARINE CARRIERS  
(C.M.C.)

AND

CANADIAN MERCHANT SERVICE GUILD  
(GUILD)

This Agreement shall replace any and all prior Agreements to carry Engineers in respect to continuously operated vessels described herein.

1. A vessel which carries an Engineer and which has less than 750 KW (1000BHP) and is not required to carry an Engineer by law, is covered by this Agreement.
2. Companies shall not be required to carry Engineers on these vessels. The required crew complement shall be as required by law with a minimum of four. This shall also apply to new vessels.
3. The area of operation shall be restricted to Home Trade III waters from Puget Sound to Southeast Alaska defined as the Inside Passage. This excludes the outside West Coast of Vancouver Island defined as West of Port Renfrew to Cape Scott and the Queen Charlotte Islands.
4. Deck Officers will be given the first right to accept engine room duties. The Master at the commencement of each tour of duty shall designate which crew member will perform these tasks.
5. Vessels will be upgraded as is necessary to ensure a safe operation. Engineers will not be removed until the upgrading has been completed. Where a dispute arises between the Guild and the Company as to the necessary level of upgrading the matter shall be referred to binding arbitration for a decision prior to the vessel sailing without an Engineer.

**DATED AT VANCOUVER, B.C. THIS 30TH DAY OF SEPTEMBER 1992.**

**APPENDIX "W"**

**W. JOB REDUNDANT SCHEDULE AGREEMENT NUMBER 2**

BETWEEN

COUNCIL OF MARINE CARRIERS  
(C.M.C.)

**AND**

CANADIAN MERCHANT SERVICE GUILD  
(GUILD)

This Agreement shall replace any and all prior agreement to **carry** Second Mates.

1. Companies shall not be required to carry Second Mates on those tugs which are not required by regulation to have Second Mates (i.e. under 400 Registered Tons).
2. The removal of Second Mates from the redundant positions will be initiated at a time designated by **the** individual Companies.

**DATED AT VANCOUVER, B.C. THIS 30TH DAY OF SEPTEMBER 1992.**

**APPENDIX "X"**

**X. LOG TOWING SHIFT TUGS**

**LETTER OF UNDERSTANDING**

BETWEEN

**COUNCIL OF MARINE CARRIERS**

**AND**

**CANADIAN MERCHANT SERVICE GUILD**

The parties recognize the need to enact change in certain provisions of the Collective Agreement in order to be able to facilitate a healthy logtowing shift vessel sector of the industry in Howe Sound, Vancouver Harbour, the Fraser and Pitt River systems.

This Letter of Understanding shall become effective upon the signing of the revised Towboat Collective Agreement negotiated between the Parties and shall terminate on the expiry of that Agreement.

This Letter of Understanding shall be reviewed annually and can be terminated by the C.M.S.G. at that review.

When Officers work on log towing shift **tugs** they shall be subject to the terms of this Letter.

The provisions of the Collective Agreement are modified to the extent identified herein:

**1. Article 1.24 (b) Overtime Increments**

Overtime shall be calculated in minimums of one-half (1/2) hour increments and shall be paid on the basis of each completed one-half (1/2) hour or part thereof.

**2. Article 3.01 (b) Travel Time Pay**

When an Officer travels from his home dock to the vessel or vice versa, he shall be paid for such travel time at his straight time rate in increments of 1/2 hour. There shall be no pyramiding with any required overtime payment.

3. 3.01 (b), (c) and (d) C.M.C. Notice Requirements

An Officer shall be given a minimum of twelve (12) hours notice of any change to shift starting time or home dock or for change under Article 3.01 (d). Adequate and safe parking of vehicles as presently provided. At the completion of a shift it shall be the Company's responsibility to provide transportation back to originating home dock. Where the majority of work performed during the course of a shift is barge towing the shift starting time for the following day shall be the same. For vessels engaged in log towing under the progressive tide work concept, the shift starting times may be varied plus or minus one hour from the preceding days' shift starting time.

4. 3.01 (c)

The Progressive Tide Work premium is waived.

The terms and conditions of this Letter shall only apply to Officers when the same terms and conditions apply to all licensed and unlicensed crew members on the vessel.

This Letter is subject to ratification of a revised Towboat Collective Agreement.

**DATED AT VANCOUVER, B.C. THIS 30TH DAY OF SEPTEMBER 1992**

**APPENDIX "Y"**

**LETTER OF UNDERSTANDING**

**Y. POSTINGS - "HAIDA BRAVE, MONARCH AND TRANSPORTER"**

**As** the above captioned vessels require a minimum of an ON II Certificate for 1st Mate positions and vessel operational experience is necessary to take a higher position, the following is agreed in respect these vessels.

The position of 2nd Mate will require an ON II Certificate for future **postings**. Incumbent 2nd Mates who do not possess the above Certificate will not be subject to this Certificate requirement.

It is intended that Officers will progress from 2nd Mate to **1st** Mate to Master by **postings** notwithstanding the provisions of Article 1.12 (e) appointments of the Collective Agreement.

**Lay-offs** will **be** in accordance with Article 1.12 Seniority.

**DATED AT VANCOUVER, B.C. THIS 30TH DAY OF SEPTEMBER 1992.**

