

# AGREEMENT

1997 - 2000

between

COUNCIL OF MARINE CARRIERS

and

INTERNATIONAL LONGSHORE & WAREHOUSE  
UNION LOCAL 400, MARINE SECTION

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between

**COUNCIL OF MARINE CARRIERS**  
(hereinafter called the "Company")

and

**INTERNATIONAL LONGSHORE & WAREHOUSE  
UNION, LOCAL 400, MARINE SECTION**  
(hereinafter called the "Union")

## **PREAMBLE**

For the purposes of this Agreement, the "Company" shall mean all members of Council of Marine Carriers as of the date of signing this Agreement as listed in Appendix "A" hereto.

The general purpose of this Agreement is to secure for the Company, the Union, and the Unlicensed Personnel, the full benefits of orderly and legal collective bargaining and to ensure to the utmost extent possible the safety and physical welfare of the Unlicensed Personnel, economy of the operation, standard of service, and protection of property. It is recognized by this Agreement to be the duty of the Company, the Union, and the Unlicensed Personnel to co-operate fully, individually, and collectively for the advancement of said conditions.

Wherever the masculine has been used in this Agreement, it shall be construed as if the feminine has also been used.

## PART I - GENERAL

### 1.01 RECOGNITION

(a) The Company recognizes the Union as the only certified bargaining agent for all Unlicensed Personnel employed in the Deck, Engine room, and Steward's Departments of 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 on 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 the coastal waters of British Columbia.

(b) Where a vessel covered by 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.

Should the charterer or lessee fail or neglect to abide by the terms of this Agreement, the Company, or lessor, shall be liable to the Unlicensed Personnel concerned for wages or other monetary benefits which are not paid by the charterer or lessee.

(c) Where a vessel covered by this Agreement is sold to a non-C.M.C. company or to an individual, satisfactory proof of such sale shall be provided to the Union within seven (7) days.

(d) For greater clarity, the company shall furnish the Union with a list of the vessels described above, and the parties recognize that the list may be altered from time to time.

(e) The term Unlicensed Personnel as used in this Agreement does not include the Masters, Mates, and Engineers sailing on these vessels.

(f) A Labour Management Committee shall be established consisting of members of the Unions and representatives of the companies that jointly participated in the negotiation of the present agreement.

The purpose of the Labour Management Committee shall be to discuss and make every effort to resolve matters of mutual interest to the parties, and the Committee may discuss grievances, noise abatement, crew accommodation and safety, which occur on specific vessels. Where the Committee cannot resolve grievable matters, then such grievances may be disposed of by either party under the "Grievance Procedure" contained in this agreement.

Committee meetings shall be held no less than once every two months, on the third Monday of each second month. Each of the parties shall submit to the other an agenda of matters to be discussed at least fourteen (14) days prior to the meeting day.

(g) The Company agrees that only tugs whose full crews are covered by a "recognized" Marine Union Agreement will be utilized to perform work except in those areas in which members of other unions have been historically employed. It is understood that the only exception to this would be in the event of Union vessels being unavailable to do the job when required, including remote areas where Union vessels do not exist.

(h) The Company and the Union agree that the provisions of the Canada Labour Code, Part V,

pertaining to Successor Rights and Obligations shall apply to the present Agreement.

### **1.02 SUPPLYING OF PERSONNEL**

The Company agrees that Unlicensed Personnel to be hired shall be requested through the dispatch office of the Union. Where forty-eight (48) hours notice of personnel requirements is given by the Company, the Union will make every reasonable effort to refer applicants to the Company in advance of the day they are required to commence work. In cases where the Company rejects individuals that it does not consider satisfactory, it shall notify the Union immediately of the rejection, and the individual shall be provided with written reason for such rejection, and the Union shall furnish replacements with sufficient promptness to avoid delay in sailing at the appointed time. Rejection shall not be arbitrary or without valid reason. Should the Union be unable to furnish employees that are capable, competent, and satisfactory to the Company with sufficient promptness to avoid delay in sailing at the appointed time, the Company may secure replacements from other sources on a temporary basis subject to Article 1.03, and the Company shall make every reasonable effort to so notify the Union within twenty-four (24) hours. The Union reserves the right to replace "replacements" once the temporary requirement has been met.

### **1.03 UNION SECURITY AND CHECK-OFF**

All Unlicensed Personnel presently employed, or when hired, shall be required after sixty (60) days employment, as a condition of employment, either to join the Union and continue as members thereof during their employment, or in the alternative, to tender to the Union one month's dues and initiation fees and to pay subsequent monthly dues and assessments as required of Union members. Such monthly dues, assessments, and initiation fees in the amount as established by the Union shall be deducted by the Company and remitted to the Union for all employees covered by this Agreement by the fifteenth (15th) of the month following the month for which they are deducted.

### **1.04 NOTIFICATION OF SUSPENSION OR DISMISSAL**

Any notice of disciplinary action that is intended to form part of an employee's employment record shall be given to the employee in writing with a copy to the Union.

### **1.05 GRIEVANCE PROCEDURE**

For the purpose of this Article, the word "party" is defined as either Council of Marine Carriers or the Union.

Any Unlicensed crew member or the Union with a complaint or grievance shall discuss the complaint or grievance with the Master. If a settlement satisfactory to the crew member is not reached, then the following grievance procedure will be carried out:

- (a) A written statement of the grievance shall be presented to the Master or Company by the crew member concerned, accompanied if he so desires by a fellow employee who is a Union Committee member or may be presented by the Union.
- (b) If the Master or employer fails to adjust the grievance in a satisfactory manner, it shall be dealt with between the representatives of the Company and the Union.

- (c) The maximum time for raising a grievance shall be ninety (90) days from the time the incident occurs which gives rise to the grievance. This time limit may be extended by mutual agreement between the parties. Failing mutual agreement to extend the time limit, a grievance not raised and processed within ninety (90) day period shall be deemed abandoned and all rights of recourse including arbitration in respect of this grievance shall be at an end.

In the event arbitration is desired, written notice must be given within the ninety (90) day period.

- (d) If the grievance is not satisfactorily concluded under procedures (a) and (b), then it shall be dealt with by arbitration in accordance with the following procedure:
- (i) The party desiring to arbitrate under this procedure shall notify the other party in writing of this intention and the particulars of the matter in dispute.
  - (ii) The party receiving such notice shall within five (5) days thereafter confirm such notification in writing.
  - (iii) The parties shall then confer and shall within five (5) days choose a single arbitrator to arbitrate the dispute and shall abide by the decision of such arbitrator. The arbitrator shall be chosen by mutual agreement of the parties. Failing mutual agreement, the Minister of Labour will be asked to select the arbitrator.
  - (iv) Once the arbitrator is chosen and if either party to the dispute desires it, the following procedure shall take place within a further five (5) days:

The Company and the Union shall each select a person active in the towboat industry to sit with the arbitrator during this arbitration hearing. Such persons shall be available to the arbitrator jointly, but not individually at his discretion, to advise him on any matters which he, the arbitrator, deems advisable. These persons, who shall be known as advisors shall take no part in the hearing other than to be available for technical advice during the hearing. Nor shall they take part in the making or publishing of the award of an arbitrator.

The arbitrator shall be entitled to accept or reject any advice he may have received from such persons, but he shall not in his award, make reference to such persons, or to any advice he may have received, or to his acceptance or rejection thereof.

- (v) The Board of Arbitration shall not have any power to alter any of the terms of this Agreement nor to substitute new provisions for existing provisions nor to give any decision inconsistent with the terms of this Agreement.
- (vi) The expenses of the Arbitration Board chairman shall be borne equally by the parties.

## **1.06 BOARDING PASSES**

Union representatives shall be given access to Company property and aboard Company vessels by checking with the Company office. It is agreed that these visits will not interfere with the sailing or maintenance of the vessel.

At the time when the Company office is 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 Union representative while

he is on Company property.

### **1.07 DISCRIMINATION**

The Company agrees not to discriminate against any person for legitimate Union activity, sex, race, creed, appearance, age, ethnic origin or sexual orientation.

### **1.08 STOPPAGE OF WORK**

- (a) The Company, signatory to this Agreement, and the Union agree there shall be no strikes or lockouts during the life of this Agreement.
- (b) All controversies and disputes shall be settled through the Grievance Procedure.
- (c) There shall be no slow down or stoppage of work during the period when a grievance is being resolved.
- (d) 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.
- (e) The Company will not require any member of the Union to continue with the tow, if such tow has been brought through a picket line by other than Union Personnel.

### **1.09 SENIORITY AND PROMOTIONS**

- (a) An employee shall acquire seniority as of his date of employment with the company provided he has completed six (6) months continuous employment.
- (b) A seniority list will be compiled by the Company and will be revised annually. Such list will show names, positions, and date of last entry into service in positions covered by this Agreement.
- (c) A copy of the seniority list shall be forwarded to the Union, and shall also be posted on each vessel for all to see, annually, no more than fifteen (15) days after it is compiled.
- (d) It is agreed that in layoffs and rehires, preference will be given to employees with the greatest length of service with the company and that for placements within the bargaining unit, where skill and efficiency are relatively equal, preference will be given to the employee with the greatest length of service with the Company.
- (e) An employee who has been laid off will retain his seniority and the right to be recalled for a period of twelve (12) months, provided he reports to the company when recalled. An employee who is given reasonable notice and fails to report for work upon recall is subject to discharge from service.

An employee on leave of absence for any reason including medical leave or lay off shall be responsible to maintain required Union dues and failure to do so may, at the Union's direction, result in loss of seniority.

- (f) When an employee is physically unable to work in his present classification he shall have the right to retrain for a different classification within the bargaining unit and shall maintain full seniority within

the company.

- (g) Where the Company promotes an Unlicensed employee to Officer status on board its vessels, the following shall apply:
- (i) When a Company is making initial temporary promotions, candidates possessing the necessary certification and successfully passing the normal pre-promotion assessment, will receive fair and equitable consideration for such promotion from the company.  
  
It is intended that any problems over the interpretation of this section (i) will be resolved by discussion between the affected parties concerned, not by recourse to the grievance procedure.
  - ii) An employee who has prior acceptable Company service as an Officer (with no break in Company service) will be promoted first.
  - iii) Employees seeking promotions to Officer status must be members of the Union in good standing and shall only retain their seniority rights with the Unlicensed Union provided they remain as members in good standing with the Union including the payment of dues in the manner required by the Union.
  - iv) Employees who are temporarily promoted for the purpose of training and/or relieving permanent Officers, shall continue to accrue unlicensed seniority provided they do not work in an Officer category for more than a total of ninety (90) days (excluding lay days) in any calendar year. This period may be extended in order to allow for the completion of a trip, provided the company notifies the Union in advance. During these 90 day periods the employee is required to pay dues to the Union.
  - v) Upon promotion to a full time Officer's position with the Company, an Unlicensed employee having a minimum of five (5) years seniority will have his Unlicensed seniority frozen, so as to enable later possible returns to an Unlicensed position pursuant to a layoff due to lack of work. Such recall right shall only continue for a period of three (3) years from the date of his initial full time position, following this, he shall have no further claim to Unlicensed seniority.
- (h) Where an employee who has positive lay days is subject to layoff pursuant to subsection (d) above he shall be entitled at his election to continue on the Company's payroll as follows:
- 1) His leave will be run out.
  - 2) He shall have the option of banking his annual vacation or cashing it out.
  - 3) Overtime converted to leave to be banked or cashed out at the employee's discretion.
  - 4) Any statutory holiday that falls in the employee's run-out time will not be paid.

Recall to work shall be in accordance with the Collective Agreement.

#### **1.10 MEDICAL EXAMINATIONS**

- (a) The Union agrees that the Company has the right to have all personnel examined for fitness, and any personnel found medically unfit for service at sea shall not be employed, or if employed, may be dismissed. The Company agrees that all personnel handling, preparing, and serving food shall be required to have a medical examination at least once each calendar year. All such medical examinations shall be at the Company's expense, and the employee shall be compensated with



one-half (1/2) of a calendar day's pay for each such examination except for pre-employment medicals.

- (b) Where the Company refuses to employ any man for medical reasons, the question of that man's fitness for full sea duties in the category in which he is to be employed may be referred to a competent medical authority for determination acceptable to both the Company and the Union.
- (c) For employees with seniority the Company will pay up to one hundred dollars (\$100.00) of the doctor's charge for a D.O.T. required medical exam where Medicare or the Benefit Plan does not cover this.

#### **1.11 ANNUAL VACATIONS**

- (a) The Unlicensed employee shall receive fourteen (14) consecutive days annual vacation and shall be paid annual vacation pay of four (4) percent gross wages earned during each year until eligible for the increased benefits.
- (b) An employee 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) year of service.
- (c) An employee 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) year of service.
- (d) An employee shall receive thirty-five (35) consecutive days annual vacation upon completion of fifteen (15) years of 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) year of service.
- (e) An employee 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) year of service.
- (f) An employee with thirty (30) years of service with the company shall receive an additional two (2) percent of gross wages earned during his thirtieth (30) and succeeding years of service.
- (g) In all cases under (a), (b), (c), (d), (e), and (f) above, if the Unlicensed employee has worked less than a normal year and he is not entitled to the full annual vacation days allowed, they shall be in accordance with his vacation pay earned.
- (h) Annual vacations may be taken in conjunction with time off but shall be taken during the ten (10) months following the year in which service was rendered.
- (i) Vacation pay shall be accumulated throughout the year and shall be paid to the employee on the pay day prior to his vacation. The dollar value shall be shown on the employee's monthly pay statement.
- (j) An employee shall be entitled to select the period desirable to him for his vacation period on the basis of seniority with the Company, subject to the Company having the right to approve the vacation schedule as a whole.
- (k) For the purpose of this Article, the term "gross wages" shall include all monies credited as a result of wages, overtime, excessive hours, subsistence allowances and the previous vacation pay.

- (l) Employees terminating their employment shall be paid all vacation pay due them, up to the date of leaving, calculated in accordance with Section (a), (b), (c), (d), (e), (f), and (k).

### 1.12 STATUTORY HOLIDAYS

- (a) All Unlicensed Personnel will be given the following paid statutory holidays and any Federal or Province of B.C. proclaimed Statutory Holiday.

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

#### (b) **Twelve (12) Hour Employees**

- (i) If it is not possible to take a holiday listed above and an employee is called to work on that day, he shall be granted an alternate day off in lieu thereof. This day off shall be in addition to the normal pay and leave for the day worked.
- (ii) The rate of pay for work on a Statutory Holiday shall be time and one half the straight time hourly rate. Only the straight time value of the leave portion of earnings shall be credited to the lay day account, i.e. 1.24 of the normal day's pay.
- (iii) For each statutory holiday not worked or for each alternate day off in place of a statutory holiday worked, an employee shall be paid his regular pay for a normal day worked (12 hours) plus the leave he would earn for that day.

#### (iv) **Earnings and Credit Summary:**

	<u>Twelve Hour Day</u>			
	<i>Earnings</i>	<i>Day</i>	<i>Leave</i>	<i>Cash</i>
Holiday				
Credit	2.24 days	1		1.24
Time				
Worked				
Credit	<u>3.36</u>	<u>1</u>	<u>1.24</u>	<u>1.12</u>
	5.60 days	2	1.24	2.36

#### (c) **Eight (8) Hour Employees**

If not possible and they are called upon to work on any of these days, they shall be paid at time and one half for the time worked, and shall be given an alternate day off with pay. If the employee and the Company agree, the employee 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, an employee shall be credited with eight (8) hours work under the Canada Labour (Standards) Code.
- (e) Employees employed on vessels operating in the Home Trade Class 3 and Home Trade Class 4,

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) An employee who does 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 his home port. All such three (3) day periods will be paid for at the statutory holiday rate.
- (g) Where a Statutory Holiday falls on a Friday, employees shall be paid on the prior Thursday.

### **1.13 BENEFIT PLAN**

#### **1. Health Plan**

The Company shall pay for each Unlicensed crew member in its employ who is eligible for and participates in the Standard Employee Health Benefit Plan and full cost of the Group Insurance, Weekly Indemnity, Long Term Disability, Dental and Extended Health Benefits portion of the Plan.

#### **(a) Weekly Indemnity**

- (i) The benefit shall be based on sixty-six and two-thirds (66 2/3) percent of the employee's monthly basic rate.
- (ii) Employees with one (1) year of continuous service with the Company shall be paid lay days (including red days) during the waiting period for weekly indemnity payments.
- (iii) An employee 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 that the employee might have had when going off on weekly indemnity.

Employees who would otherwise have been laid off will not be entitled to be supplemented with red days. Where an employee 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.

Employees who qualify for and elect red day top up under this clause will be required to sign a reasonable debt repayment agreement with the company prior to any red day top up being paid."

#### **(b) Long Term Disability Plan**

- (i) The benefit shall be based on sixty-three and two thirds (63 2/3) percent of the employee's basic monthly rate in effect at the time he is entitled to L.T.D. benefits for total disability from the fifty second week of disability through to normal retirement.
- (ii) "Totally Disabled" means an employee is unable to perform any gainful occupation for which he is or may become reasonably qualified by training, education, or experience and

which will enable the employee to earn at least sixty (60) percent of his inflation-indexed, pre-disability earnings.

- (iii) When an employee is on L.T.D. the premium for B.C. Medical will be paid by the Health Plan.

**(c) Dental Plan:**

The plan shall provide three types of coverage as follows:

- (i) Basic - 100% coverage
- (ii) Restorative - 50% employee co-insurance
- (iii) Orthodontia - 50% employee co-insurance to cover employee, spouse, and dependent children with a \$2,000.00 lifetime maximum.
- (iv) The plan shall only pay up to a maximum of seventeen hundred and fifty (\$1750.00) per person per year. This maximum may only be exceeded on approval by the Board of Trustees of the Health Plan and then only for work required for dental health. Orthodontia is excluded from this subsection (iv).

Employees on Long Term Disability are covered by the plan.

**(d) Extended Health Benefit Plan**

The plan provides a variety of medical services and supplies not covered by Provincial or Medicare Acts including:

- (i) Vision Care
- (ii) Hearing Aids
- (iii) Out-of-Province Medical
- (iv) Paramedical
- (v) Supplementary Hospital
- (vi) Prescription Drugs
- (vii) Plan to pay up to twenty-five (\$25.00) dollars for doctor's reports for Long Term Disability up to a maximum of fifty (\$50.00) dollars per year.

Employees on Long Term Disability are covered by the plan.

**(e) Life Insurance**

The plan shall provide Life Insurance and Accidental Death and Dismemberment as follows:

- |     |                      |             |
|-----|----------------------|-------------|
| (i) | Life Insurance       | \$90,000.00 |
|     | A.D. & D. to maximum | \$90,000.00 |

**(f) Company Plans**

A company which has an existing Health Plan equal or more acceptable to the Union, may substitute it for this Health Plan.

**(g) Health Plan Booklet**

The Board of Trustees shall provide a Health Plan Booklet summarizing all of the terms, conditions, and benefits of the Health Plan.

**(h)** A **Board of Trustees** will continue to administer the Health Plan. The Trustees shall be five (5) in number, comprised of three (3) Company Trustees, one (1) I.L.W.U. Trustee, and one (1) S.I.U. Trustee. The Company Trustees shall only have an equal vote to that of the Union Trustees.

NOTE: Any rebate of U.I.C. Premiums shall be applied to offset the cost of Health Plan improvements.

## **2. B.C. Medical Services Plan**

The company shall pay the full premium for eligible employees.

## **3. Employee Family Assistance Program (EFAP)**

Every company listed in this Agreement shall have in place an EFAP or in the alternative join the CMC Industry Plan. CMC shall support certain expenses of the Union's volunteer co-ordinator by providing two hundred dollars (\$200.00) per month to the Union.

## **4. Pension Plan**

A money purchase pension plan shall be provided as follows:

1. Effective October 1, 1998, the employer shall contribute for each employee eight and one-half percent (8 1/2%) of his earned basic monthly salary upon completion of three (3) months continuous service. The employee may contribute on a voluntary basis.
2. Portable within C.M.C. and no waiting period for a plan participant when changing employers.
3. All Employer contributions to be fully vested for each employee.
4. Employee to have option of remaining in existing Company plan, if any (Company not obliged to pay into more than one Plan).
5. Employee leaving service entitled to return of his contributions, plus interest.
6. Joint trusteeship.
7. Employer to notify employees annually as to amount of contributions made to D.A. Townley & Associates, Plan Administrators, and Townley will provide an annual financial statement on the members account.

### **1.14 EMERGENCY DUTIES**

Any work necessary for the safety of the vessel, passengers, crew or cargo, or for the saving of other vessels, lives, cargoes, or tows, shall be performed at any time on immediate call by all crew members notwithstanding any provision or agreement which might be construed to the contrary.

Payment of overtime shall not apply in the event of an emergency at sea involving the safety of the vessels and crew.

### **1.15 DRILLS**

Whenever practicable, lifeboat and other emergency drills shall be held on week-days between the hours of 10:00 a.m. and 2:00 p.m.

Preparations for drills such as stretching out fire hoses and hoisting or swinging out boats shall not be made prior to the signal for such drills. After drill is over all hands shall secure boats and gear and replace fire hoses in safe custody. In no event shall overtime be paid for work performed in connection with such drills.

### **1.16 RETURN TO PORT OF ENGAGEMENT**

In the event a ship of the Company is laid up, delivered, or sold, interned or lost, anywhere away from home port, the crew shall be given transportation back to port of engagement with subsistence, berth, and wages. An employee who quits without just cause at a place other than his port of engagement or the home port of the vessel shall pay his own return travel expenses.

### **1.17 CARRYING WORKAWAYS IN LIEU OF CREW**

No workaways or passengers shall be carried in lieu of crew.

### **1.18 SUPPLIES, EQUIPMENT, AND CLOTHING**

#### **(a) Supplies and Equipment**

1. A suitable number of good quality and clean blankets shall be supplied each employee.
2. White sheets and pillow cases shall be changed weekly.
3. Bath towels and face cloths shall be changed at least once weekly or more often if necessary.
4. An adequate quantity of crockery shall be supplied.
5. Fans and proper ventilation shall be supplied in all ship's galleys, and in Unlicensed crew's quarters, where necessary.
6. Scatter rugs shall be provided in crew's quarters.
7. Aerial jacks (radio) shall be installed in crew's quarters of new vessels, and similarly in existing vessels which undergo major refit.
8. A television set will be installed on every continuous operating outside vessel and directional (Omni type) television antennas will be provided no later than annual overhaul.
9. Crew's quarters to be painted every twelve (12) months, approximately, when the vessel is not underway.



10. A radio/cassette unit to be installed in the mess room of each continuously operated vessel and tied in to an external antennae.

11. A dirty linen locker to be provided on deck where possible.

Any member of the crew wilfully damaging, or destroying bedding or equipment as set forth above, shall be held accountable for same. When bedding is not issued, the employees concerned shall be paid seven dollars and twenty cents (\$7.20) each week for washing their own. Crew members shall turn in soiled bedding before receiving a new issue.

12. All towboats shall be furnished with all equipment necessary for storing, preparing, cooking, and serving foods.

### **(b) Clothing**

1. If a Company requires any Unlicensed Crew member to wear a uniform, the Company will supply, maintain, and clean it.

2. The Company will provide any protective clothing or equipment required by Worker's Compensation regulations for the handling of cargo requiring same.

3. Any Unlicensed crew member who suffers clothing damage as a result of handling dangerous cargo or corrosive material, shall have the clothing replaced or be paid the present day replacement value, provided such clothing was suitable for the job being performed, and was damaged to a degree to make it unsuitable for future wear.

4. The Company shall supply sufficient white aprons and caps for cook/deckhands and sufficient white shirts (T-shirts where mutually satisfactory) and pants to enable full time cooks on vessels to make changes as necessary. Such whites shall be laundered by the Company or at its expense. Whites shall be replaced upon proof of wear and tear.

5. Where the above whites are not supplied and laundered for cook/deckhands or full-time cooks, they shall supply and launder their own and shall be compensated for same at the rate of forty (\$40.00) dollars per month.

6. Upon request by personnel, the Company shall supply the following:

i) Proper work gloves, free of charge, suitable for the work to be performed.

ii) The Employer shall provide to each employee with six (6) months Company service either a safety shoe or caulk boot or rain jacket and pants allowance of one hundred dollars (\$100.00) against proof of purchase.

Eligibility to the allowance shall be renewed every twelve (12) months after it was last paid.

iii) After sixty (60) days service with the Company, employees upon request will be provided free of charge with two (2) pairs of good quality coveralls as may be required for their protection while performing their duties. Coveralls will be renewed on an exchange basis.

- iv) Strap-on caulks shall be supplied on vessels where necessary. One pair of rubberized caulk boots will be supplied and replaced when necessary on an exchange basis, to Unlicensed Personnel who have a minimum of three (3) months' Company service on shift vessels yarding and towing logs.
- v) An employee entitled to coveralls under (iii) above may, in lieu, elect to purchase insulated coveralls and the company shall reimburse up to sixty five dollars (\$65.00) once every two (2) years against proof of purchase.

### **1.19 SAFETY AND EQUIPMENT**

- a) The Company shall furnish and maintain safe working gear and equipment for the protection of its employees and shall continue to make reasonable provision and rules for their safety.
- b) Life jackets, hard hats, head lamps, ear protectors and dust protectors shall be provided by the company for crew members who are required to work aboard vessels, scows, barges, or log tows. One (1) pair of strap-on-caulks shall be carried on each vessel. Crew members will be required to sign for the above safety equipment.

The above safety equipment shall be replaced when necessary on an exchange basis at no cost to the employee.

- c) When a crew member falls sick, or is injured, it will be the duty of the Master to see that he gets first aid or medical treatment as quickly as possible. The Company will provide for the employee's return to home port.
- d) All accidents and injuries shall be logged medically at the time they occur.
- e)
  - i) A tug shall be supplied with life jackets sufficient for all crew members. A medical kit fully maintained shall be aboard. A stretcher shall also be aboard where space is available.
  - ii) An employee shall be entitled free of charge to a D.O.T. approved floater coat including the U-Vic style upon completion of one year's service with the Company. The Company shall issue the coats and will replace them when necessary.
  - iii) An employee who requests in lieu anti-exposure coveralls, shall have the first one hundred and twenty dollars (\$120.00) paid by the Company and shall reimburse the Company the difference. Where the employee 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/her final pay. New employees are not covered on their first tour of duty.
- f) During the hours of darkness, outside painting must not be performed.
- g) Where existing space allows, seating will be provided for the helmsman.
- h) The Company agrees that crew members shall not be required to perform any work on staging, ladders, or Bosun's chair while the vessel is underway.
- i) Individual companies undertake to examine the possibility of making anchor chains on vessels self-stowing. New continuous operating vessels will be provided with self-stowing anchor chains.

- j) Survival Suits - The Company agrees to provide survival suits in accordance with the recommendations of the Joint Industry Safety Committee, drafted September 17, 1981.

- k) Whenever a crew member is required to work aboard a tow out of verbal communication range or sight from the tug control station, he shall be supplied with a suitable radio which will not restrict his movement and at the same time allow for immediate communication at all times.

### **1.20 JOINT SAFETY COMMITTEE**

The Joint Union-Management Safety Committee shall be comprised of equal representation from the Company and the Union 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. No employee will be required to work in unsafe places or conditions.
5. None of the above shall exclude the Union from meeting with individual companies on specific safety issues.
6. To observe the provisions of the Marine Occupational Safety and Health Regulations.

### **1.21 SPRAY GUNS**

When Unlicensed crew members are required to do spray painting, they shall be paid a premium rate of time and one-half for each hour so worked, and shall be knocked off one-half (1/2) hour early to clean up. Coveralls and respirators shall be supplied.

### **1.22 MANNING**

- a) Manning shall remain as in effect during the last agreement unless vessels are taken out of operation, changed from watchkeeping to shift vessels, or vice-versa, reconverted or where there is mutual agreement to change between the Company and the Union. Vessels taken out of operations and returned to operations without change shall carry the same number of crew as when the vessel paid off. Where vessels are changed to watch-keeping or shift operations, or vice-versa, they shall carry the same number of crew as vessels of equal characteristics. If there are no such watchkeeping or shift vessels, whichever is the case, in service at the time of the change, the parties shall endeavour to reach agreement on crew size in accordance with the provisions of Section (b) of this Article. For the purpose of this Agreement, converted or reconverted vessels shall be classed as new vessels.

For the purposes of this Agreement, the term "manning scale" shall mean the number of Unlicensed Personnel on the vessel customarily carried in the area in which the vessel is operating.

- b) In the manning of new ships, vessels and equipment, the parties agree that the governing factors shall be to provide crew complements of a size and quality sufficient to meet the requirements of

the operations efficiently, safely, and within the terms of this Agreement.

c) The following rules shall be applied to determine the crew of a tug from the point of view of maintaining a safe and efficient operation at all times:

- (i) The crew of any commercially operated tug shall be a minimum of two (2) men.
- (ii) 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 further person who shall be under the direct control of and readily available to assist the Officer in charge.

Except in emergencies, the cook shall not be considered to be available to the wheelhouse. However, the duties of all crew members regardless of position shall come under the direct control of the Master.

- (iii) Due to sea-going conditions and the exigencies of the service, overtime work is necessary from time to time. Such overtime work will be kept to a minimum and in no case barring emergencies will an employee work more than sixteen (16) hours overtime in any consecutive seven (7) day period. An Unlicensed crew member who has worked the maximum overtime for the period will not be required to work further overtime during that period and if necessary, will be relieved. Overtime for purposes of this Section (iv) shall be all time actually worked over and above twelve (12) hours per day.

- (iv) 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.

- (v) The hours of rest specified in Section (iv) shall be maintained with respect to each crew member who -

1. transfers from one tug to another;
2. changes from one watch to another;
3. changes from day work to watchkeeping duties;
4. changes from employment ashore to watchkeeping duties aboard a tug.

- (vi) Each crew member must take the hours of rest to which he is entitled under this Article.

- (vii) **Hours of Rest During On Watch Period** - A crew member 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) on 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.

- viii) Every tug shall have sufficient crew aboard so that life-saving and fire extinguishing equipment may be used simultaneously in the event of a fire aboard.
- ix) In the case of a dispute between the parties when implementing the above principles and they are unable to reach a mutually satisfactory decision.
  - 1. The number of crew shall be the number determined by the Department of Transport as complying with the appropriate regulations.
  - 2. The Department of Transport shall be requested to provide a report regarding compliance with statutory provisions.
  - 3. If the dispute at this stage cannot be mutually resolved, it will be handled under the terms of the Grievance Procedure set out in Article 1.05.

### **1.23 LEAVE OF ABSENCE**

- a) Any employee who is required to be available for Jury Duty, Coroner's Duty, Coroner's Witness, Crown Witness and where the employee represents his Employer in a court action, will be paid while on such duty, provided such court action is not occasioned by the Employee's private affairs. The pay will be such so as to maintain the Employee's monthly basic rate. Leave banks will be frozen during this time. Such pay shall be offset where an employee's pay is remunerated by a third party, eg. when acting as a witness.
- b) The Company will grant leave of absence to employees who are appointed or elected to a I.L.W.U. office (or who go ashore to work for the Company and remain members in good standing with the Union) for a period up to an including three (3) years and then his seniority shall remain dormant until his return.

Further leave of absence will be granted if requested. Any employee 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 Union.

- c) i) An Employee shall be entitled to compassionate leave of up to seven (7) days to attend to urgent domestic affairs. Leave of more than seven (7) days may be

taken, subject to Company approval, if the circumstances warrant.

- ii) Bereavement leave is provided in accordance with the provisions of the Canada Labour Code excepting that the entitlement shall be four (4) calendar days pay and immediate family means, in respect of any employee, the spouse, parents, children, sisters, brothers, father-in-law and mother-in-law of the employee, and includes any relative permanently residing in the employee's household or with whom the employee resides.
- d) The Company will grant leave of absence to employees who are elected as representatives to attend Union meetings, Union conventions, conventions of labour organizations to which the Union nominates the employee as delegate on its behalf or act as members of any Union negotiating committee provided the company is given due notice in writing by the Union in order to be able to replace the employee during his absence with a competent substitute.
- e) The Company will grant leave of absence to employees suffering injury or illness, subject to a medical certificate if required by the employer.  
  
An extended leave of absence may be granted regarding illness in the immediate family.
- f) The Company will grant leave of absence to an employee who takes education leave pursuant to the terms of Article 4.02.
- g) An employee desiring leave of absence for reasons other than those set out above must provide sufficient reasons for the request, acceptable to both Company and the Union and must obtain authorization in writing from the Company and the Union.
- h) When an employee on regular tour of duty requests and is granted relief from duty, that employee shall bear extra wage cost (any double payment) for his relief except under (c) and (e) above.
- i) Leave of absence for child care responsibility shall be as provided for in the Canada Labour Code.

#### **1.24 BULLETIN BOARD**

An Employee bulletin board shall be provided by the Company on its premises.

#### **1.25 SEVERANCE PAY**

Employees 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 employees 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 per year of total uninterrupted service with the Company as an employee.

An employee on indefinite layoff, who has been employed for less than two months in a period of a year shall have the option of collecting severance pay. Employees who receive severance pay forfeit their

recall rights with the employer.

### **1.26 CUSTOMARY DUTIES**

In addition to duties specified by this Agreement, employees shall perform competently the ordinary duties pertaining to their positions on the vessel.

An Unlicensed crew member shall receive first call for work customary to his position, both on and off watch. Should the work be performed by Officers, the Unlicensed crew member will receive a payment equal to the amount of pay he would have earned if he had worked.

The above sections shall not apply where hours of rest regulations or any emergency may prohibit same.

### **1.27 TRAVEL INSURANCE**

When an employee is dispatched to or discharged from a vessel away from its home port, the Company will provide travel insurance of \$200,000 for each employee and will be responsible for his transportation, wages, and board and lodging costs until such time as he is returned.

### **1.28 OVERTIME CONVERSION**

Any employee covered by this Agreement shall have the option of converting all overtime and premium rates excluding flat rates into time off in lieu, subject to:

- i) making an election on all overtime sheets to convert all or any part of said overtime.
- ii) the employee due or on scheduled leave or vacation shall be entitled to take this additional leave provided he gives the Company seven (7) days prior notice, and such leave shall not be unreasonably denied. This arrangement shall not give rise to red day payments.
- iii) converted overtime shall be shown separately on the employee's pay statement on separation.
- iv) flat rates including subsistence allowance and cook's whites are not to be paid on such converted leave.
- v) An employee may elect in writing to retain his converted overtime leave and be paid into the red, as provided elsewhere under this Agreement, provided that such converted leave will be used before red days for makeup to full pay when he is on medical leave and educational leave.

### **2.01 HOURS OF WORK AND OVERTIME**

- a) Employees in the deck and engine room shall be classed as either watchkeepers or day-workers.



- b) The hours of work for watchkeepers shall be on the basis of two (2) watch system of six (6) hours on and six (6) hours off, commencing at the beginning of the calendar day.
- c) The hours of work for all employees in the deck and engine room departments other than watchkeepers, shall be from six (6:00) a.m. to six (6:00) p.m. and any work performed between six (6:00) p.m. and six (6:00) a.m. shall be paid for at the regular overtime rate.
- d) Hours of work for members of the Stewards' Department shall be confined to twelve (12) hours in a spread of fifteen (15) hours. Overtime shall be paid for any time worked over the regular twelve (12) hour day or outside the fifteen (15) hour spread, including preparation and serving of meals affected by the provisions of Article 1.22 (c)(vii).
- e) Hours of work for cook/deckhands shall be as watchkeepers.
- f) The hours of work for watchkeepers on Offshore or Salvage tugs, where an eight (8) hour day is in force shall be on the basis of the three (3) watch system of four (4) hours on and eight (8) hours off.

- g) The hours of work for all employees in the deck and engine room departments other than watchkeepers on Offshore or Salvage tugs, where an eight (8) hour day is in force, shall be from eight (8:00) a.m. to five (5:00) p.m. and any work performed between five (5:00) p.m. and eight (8:00) a.m. shall be paid for at the regular overtime rate.
- h) Hours of work for members of the Steward's Department, on Offshore or Salvage tugs, where an eight (8) hour day is in force, shall be confined to eight (8) hours in a spread of twelve (12) hours, and overtime shall be paid for any time worked over the regular eight (8) hour day or outside the twelve (12) hour spread.
- i) When employees off duty are called for overtime work, they shall be allowed twenty (20) minutes call out (30 minutes during the period October 1st to March 31st). Overtime increments shall be one (1) hour from time of call out, and thereafter paid for in one-half (1/2) hour periods. 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 pay at the straight time hourly rate.
- j) When a crew member is working continuously from straight time into overtime, the minimum overtime payment shall be one hour.
- k) For the purpose of calculating overtime, a day shall refer in all cases to the period from midnight to midnight.
- l) Time worked in excess of regular hours shall be paid at the rate of double the straight time hourly rate.
- m) The hourly overtime provisions in the Agreement shall not apply and no hourly overtime payments shall be made for services rendered when a vessel resumes its voyage after a layover for periods in excess of twenty-four (24) hours should broken watches have occurred. (For purposes of this Section, the term "broken watches" is understood to mean that the crew has been placed on an eight (8) hour work day for which they are entitled to their normal pay and leave).

## **2.02 OVERTIME CLAIMS**

- a) Overtime claims shall be prepared by the employee in duplicate and be 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 employee 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).
- b) If the overtime claim is disputed, a copy of the claim is to be returned by the Company to the employee concerned before the next pay period together with reasons for rejecting the claim.
- c) 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.



### **2.03 DIVISION OF OVERTIME**

Unlicensed Personnel in their respective departments shall be afforded equal opportunity to participate in overtime work that has to be performed.

### **2.04 LEAVE AND WAGE COMMENCEMENT**

- a) In all classifications covered by this Agreement, monthly leave with pay shall be granted as set forth below, exclusive of annual vacation.
- b) Where the twelve (12) hour day applies, the time off schedule will consist of 1.24 days off for each day worked.
- c) Where the eight (8) hour day applies, leave will be calculated on a pro-rated basis consistent with Section (b) of this Article.
- d) The Company shall give the employee twenty-four (24) hours notice of leave when the leave is to exceed five (5) days, except in extenuating circumstances and will provide twelve (12) hours confirmation. Similarly, an employee requesting leave shall give twenty-four (24) hours notice, except in extenuating circumstances. Twenty-four (24) hours notice of sailing will be given an employee returning from leave of more than five (5) days. If twenty-four (24) hours notice of sailing is not given, the employee may refuse to sail.

Employees who are due or are on scheduled leave (lay days) shall be entitled to take additional accumulated leave provided they give the company seven (7) days notice prior to commencing the additional leave. This arrangement shall not give rise to red day payments.

- e) All monthly leave will be granted in the vessel's home port unless otherwise mutually agreed.
- f) Twenty-four (24) consecutive hours free of the ship shall constitute a day off. This time shall commence any time from 8:00 a.m. until midnight.
- g) One half day's pay and leave earned shall be paid to any employee paid off his ship prior to 12:00 noon; the employee relieving such man prior to 12:00 noon shall receive one day's pay and leave earned. One day's pay and leave earned shall be paid any employee paid off his ship after 12:00 noon. The employee relieving such man will be paid one half day's pay and leave earned.

Notwithstanding the aforementioned,

- (i) when a crew has been called in to relieve the on-board crew and the crew change occurs one (1) hour or less after noon or midnight, the relieved employees shall only be entitled to overtime payments in accordance with Article 2.01(j) and (l).
- ii) If on occasion companies are unable to schedule regular crew changes at the home dock, crew members who are flown to and from the vessel will receive no additional payments so long as the crew change commences or is completed within two (2) hours either side of noon. Employees with medically recognized fear of flying shall not be expected to crew change by air.
- h) Whenever practicable, at the discretion of the master, a crew member may be permitted to go

ashore for a limited period of time on his off watch.

- i) It is agreed that both the employer and the employee shall give forty-eight (48) hours notice of termination of employment.
- j) Where an employee is requested (by the employer) to join a vessel at an appointed time and the employer subsequently reschedules the employee, he shall, after forty-eight (48) hours from the original sailing time, be entitled to draw wages. Such wages shall be deducted at first opportunity from his calculated leave periods. When an Unlicensed crew member is engaged for a vessel away from the base port, wages and time off shall commence at the time a man is dispatched by the Company from the base port and return to base port.
- k) Any crew member absent for twenty-four (24) hours or more from the ship without permission shall be deemed to have terminated his employment unless he contacts the Company before the end of the twenty-four (24) hours with a valid reason for the absence except under extenuating circumstances.
- l) At the expiration of accumulated time off, and when an employee is unable to rejoin his vessel due to its absence from the base port, any such employee who has one or more years of continuous service with the Company 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. If the employee quits, is laid off, or is discharged for cause, the Union will co-operate in arranging that the Company is reimbursed, by the individual from his next employment.

An employee who has worked for a period of two (2) or more weeks without leave and who commences a leave shall be entitled to remain on leave for a minimum of one week, provided that an employee who has exhausted his leave entitlement (is in the red) and has taken five (5) days leave, may be required to contact his employer once each day to determine sailing instructions.

This Section shall not in any way interfere with the Company's right to lay off personnel for lack of work.

- m) No Unlicensed crew member covered by this Agreement shall accumulate more than forty-five (45) days leave, except where required for emergency salvage, without mutual agreement between the Union and the Company. A list of all accumulated leave shall be forwarded by the Company to the Union once every thirty (30) days. This list will indicate if the Unlicensed person was at sea or on leave at the end of the indicated pay period.

The foregoing shall not apply when a vessel is on a voyage, whereby the vessel does not touch at a Canadian port within thirty (30) days from commencement of the voyage. In such cases, the Company will grant leave in the home port at the first opportunity.

- n) When a vessel is laid up for overhaul, employees with any accumulated leave due shall take such leave while the vessel is laid up unless requested by the company to work by the vessel or to sail on another Company vessel. When requested to work by the vessel, Article 2.05 shall apply.
- o) Any employee 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. An employee shall contact the Company by telephone forty-eight (48) hours prior to expiry of his scheduled leave.

- p) Where an employee 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. In the event that a vessel is to be tied up at its home port for a period of from twenty-four (24) to forty-eight (48) hours, the employees may be granted a leave of twenty-four (24) hours, or forty-eight (48) hours as the case may be provided that the leave shall not commence between the hours of midnight and 0800 hours.

This provision shall only apply when the employees return to the vessel from which they took their leave. Section (g) of this Article is not applicable when this section is invoked within the above time limits. The employee shall not be required to phone more than once in that twenty-four (24) hour period. If the employee is not required to sail at the expiry of the above twenty-four (24) hour period, the onus shall thereafter be upon the Company to inform the employee as to sailing time.

- q) When an employee is being relieved from his vessel between midnight and 0700 hours and such employee requests transportation, the employer shall arrange and pay for said transportation to a destination within a radius of twenty-five miles of the home dock. For employees who cannot reasonably travel home under these circumstances overnight accommodation will be arranged and paid by the employer.
- r) When an employee 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. However, if the employee is not put to work, he shall be paid a minimum of one half (1/2) day's pay and leave earned for reporting.
- s) Tour of Duty - It is agreed that the existing work tours on continuously operated tugs will be maintained except as may be mutually agreed.

## **2.05 LAI D UP SHIPS**

- a) When a vessel is tied up for repairs or overhaul, watches may be broken provided reasonable notice is given. Employees may be assigned to day work on the basis of seven and one half (7 1/2) hours per day. Three (3) shifts shall be permitted. Eight (8) hours pay shall be paid for seven and one half (7 1/2) hours work. For work in the afternoon or graveyard shifts, a seven percent (7%) differential shall be paid, over and above the basic rate of wages.
- b) Work on laid up ships shall be at the hourly rate of pay set forth in the Pay Appendix. It is understood and agreed that such work for Unlicensed crew members will be on a voluntary basis.
- c) Hours worked in excess of the normal shift will be paid for at the overtime rate as set out in Article 2.01(l)(i) including all time worked on Saturdays, Sundays and Statutory holidays.
- d) **Dirty Money** - Unlicensed crew members required to work cleaning smoke stacks, bilges, oil tanks, boilers, oil separating centrifuges, water tanks, fish oil tanks, oil spills, rose boxes, exhaust ports of internal combustion engines, oil separators, oil strainers, work under deck plates, cleaning out of chain lockers, work in the steering flats of certain vessels (as agreed by the parties), and working in confined spaces shall be paid the regular straight time rate in addition to their regular wages while on watch, and the regular overtime rate in addition to the regular straight time rate while off watch. In all instances a one (1) hour minimum shall be paid for such work. Apprentice Engineers shall not receive premium pay for performance of the duties listed above.

## **2.06 MAINTENANCE WORK**

- a) Maintenance work is hereby classified as painting, chipping, soogeeing, scraping, or working on ships gear. Deck maintenance work except that concerned with the safe navigation of the vessel and tow shall be performed between the hours of 8:00 a.m. and 5:00 p.m. Engine room personnel shall not be required to do any chipping or scraping between the hours of 5:00 p.m. and 8:00 a.m. Deck personnel shall be paid at the rate of time and one half (1 1/2) if required to perform work in

the engine room.

- b) **Dirty Money** - Unlicensed crew members required to work cleaning smoke stacks, bilges, oil tanks, boilers, oil separating centrifuges, water tanks, fish oil tanks, oil spills, rose boxes, exhaust ports of internal combustion engines, oil separators, oil strainers, work under deck plates, cleaning out of chain lockers, work in the steering flats of certain vessels (as agreed by the parties), working in confined spaces, cleaning out (not hosing) towing winches and hand stowing in chain lockers shall be paid the regular straight time rate in addition to their regular wages while on watch, and the regular overtime rate in addition to the regular straight time rate while off watch. In all instances a one (1) hour minimum shall be paid for such work. Apprentice Engineers shall not receive premium pay for performance of the duties listed above.
- c) Chipping will not be performed on steel hulled tugs when crew is sleeping.

No chipping or painting will be performed on shift tugs when they are underway except for when under tow and where the voyage is expected to be more than one and one half (1.5) hours. This subsection shall not apply to those vessels engaged in log towing.

## **2.07 MEAL HOURS**

- (a) The meal hours for the Unlicensed crew members covered by this Agreement shall be as follows:
- Breakfast from 0530 hours to 0630 hours  
Dinner from 1130 hours to 1230 hours  
Supper from 1730 hours to 1830 hours.
- (b) These hours may be varied for good reason, provided such variation shall not exceed one-half (1/2) hour either way and also provided that one (1) unbroken hour shall be allowed at all times for dinner and supper when the vessel is in port. In addition, there shall not be more than six hours between the end of one meal period and the start of the next meal period.
- (c) When Unlicensed crew members are required to work overtime after six (6:00) p.m. and where the safety of the vessel and tow allows, they shall be entitled to a coffee break after approximately two (2) hours work at night and lunch break of at least thirty (30) minutes after approximately four (4) hours work.
- d) i) Where an employee works from an off watch period into an on watch period, he shall be given one-half (1/2) hour in which to eat. Where an employee 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 employee works from an on watch period into an off watch period, he shall be given one-half hour in which to eat immediately following the on watch period. Where an employee 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.

## **2.08 COFFEE TIME AND LUNCHES**



- a) Day workers who work a twelve (12) hour shift shall be allowed a full hour lunch break as near to the middle of the shift as possible. During each six (6) hour shift, each day worker will be entitled to two (2) coffee breaks of at least twenty (20) minutes each. The timing of such breaks will be at the discretion of the Master and subject to the safe navigation of the vessel.
- b) Unlicensed crew members, where safe navigation allows, shall be given two (2) coffee breaks of at least twenty (20) minutes each during a six (6) hour watch. Such breaks shall be spaced approximately two (2) hours apart. The spacing of such breaks shall be at the discretion of the Officer of the watch. This clause also applies to working aboard barges and dozer boats.
- c) Ingredients for hot night lunches shall be available for crews changing watch and those called to work overtime and premium time.

## **2.09 MEALS IN PORT**

- a) In circumstances where subsistence is customarily provided and where, for any reason other than overhaul, subsistence is not provided, Unlicensed crew members shall receive in lieu thereof, twenty-four dollars (\$24.00) per working day as subsistence allowance.
- b) Whenever (a) above is not in effect, Unlicensed crew members employed on vessels owned and/or operated by the Company shall pay the sum of one dollar and fifty cents (\$1.50) per day worked for subsistence and lodging provided. This provision only to apply where Revenue Canada, Taxation, deems 'subsistence and lodging' as taxable items for seafarers.
- c) At the end of each calendar year, Unlicensed crew members shall be provided with a receipt covering all deductions made under (b) above.
- d) In addition to the rates of pay shown in (a) of this Article, Unlicensed crew members employed on vessels owned and/or operated by the Company shall be paid the sum of one dollar and fifty cents (\$1.50) per day worked on all occasions that Section (a) is not in effect. This provision only to apply where Revenue Canada, Taxation, deems 'subsistence and lodging' as taxable items for seafarers.

## **2.10 COOK - DECKHAND**

The customary duties of a Cook/Deckhand include ordering and menu planning to ensure balanced meals and will be arranged so that:

- a) Meals are served within the time limits set out in Article 2.07 (a) and (b).
- b) Sufficient time is allowed for food preparation prior to meal hours, and for clean-up. During the period of food preparation and serving the Cook/Deckhand's prime function is in the galley. During these periods, it is recognized, that in order to meet regulatory requirements and operational needs the Cook/Deckhand may be required to work outside the galley for short periods which will not adversely affect the preparation of meals.
- c) Cook/Deckhands will not be required to chip and paint or soogee on the exterior of the vessel or in the engine room and shall only be required to hose the vessel down to maintain safe working conditions.

- d) Any problems encountered by either party in administering this clause will be brought to the attention of a Joint Labour-Management Committee within the affected Company for resolution.

## 2.11 GUEST MEALS

When extra crew or guests are served meals during the regular hours of work, the galley staff will receive an additional payment for extra meal served as follows:

i) cook and cook-deckhands	\$4.39
ii) cook with steward	\$3.87
iii) steward	\$3.43

Extra crew or guests shall be comprised of persons who are not part of the vessel's crew complement.

## 2.12 BARGE WORK AND CARGO, GEAR OR BOOMCHAIN HANDLING

Work aboard barges, the handling of cargo, and the handling of gear or boomchains shall be paid for in accordance with the following table of rates:

### (a) BARGE WORK

#### 1. Tying up, letting go, and duties necessary to safe navigation

**On Watch** (No premium).

**Off Watch:** (Applicable overtime rate per Article 2.01).

#### 2. Cargo Handling

**On Watch** (Rate in **addition to salary**, time and one-half)

**Off Watch** (Double time)

#### 3. Work other than 1 and 2

**On Watch** (Rate in **addition to salary**, time and one-half)

**Off Watch** (Applicable overtime rate as per Article 2.01)

### (b) HANDLING OF GEAR CARGO OR BOOM-CHAINS ON TUG

#### 1. For vessel's own use

**On Watch** (No premium)

**Off Watch** (Applicable overtime rate as per Article 2.01).

#### 2. Gear or boom-chain handling other than above

**On Watch** (Rate in **addition to salary**, straight time)

**Off Watch** (Applicable overtime rate as per Article 2.01)

### 3. Cargo

**On Watch** ( Rate in **addition to salary**, time and one-half)

**Off Watch** (Double time)

#### 2.13 SHIPS STORES AND FUEL

- a) **Ships Stores** - Ships crew shall load ships stores as part of their normal duties, such stores being for use on their own vessel, or on occasion for one other Company vessel.

If the ship's stores are other than as described above, the loading of such stores shall be paid for in accordance with Article 2.12(b)(2). If Unlicensed crew members are required to load stores off watch, they shall receive the regular overtime rate.

- b) **Fuel** - Fuel for the vessel's own use shall not be considered as cargo so long as it is loaded from the tow or from an oil dock or barge which is alongside the vessel. In conditions other than this, when Unlicensed crew members are required to go off the vessel, dock or barge to load fuel, it shall be paid for in accordance with Article 2.12(b)(2).
- c) **Garbage** - The handling of garbage from another vessel shall attract premium payment as set out in 2.12(b)(2) above. A suitable garbage container shall be situated on deck.

#### 2.14 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. a canvass curtain with a plasticized window and running lights.

A crew member who operates and maintains a dozer boat shall receive the same remuneration which is paid a Mate for performing this function on the vessel on which the crew member is employed.

Where this work is being performed by the vessel's crew, it should be divided as equally as possible between Licensed and Unlicensed crew members. This division shall be equal both as regards night time and day time work, and winter and summer work.

#### 2.15 NIGHT YARDING AND STRIPPING

Work involved in yarding, booms of logs, and coupling them together to make up a tow shall be deferred to daylight hours when in the opinion of the Master it is prudent to do so.

#### 2.16 MARINE DISASTER

Unlicensed crew members who suffer loss of personal effects and clothes through wreck or marine disaster shall be compensated by a lump sum payment of four hundred dollars (\$400.00) and, subject to satisfactory proof of loss, an additional payment not to exceed eight hundred dollars (\$800.00).

In the event of loss of life, these monies shall be paid to the beneficiary.

### **PART III - SHIFT TUGS**

#### **3.01 SHIFT TUGS**

The term "shift tugs" shall mean vessels where Unlicensed crew members work on shifts of eight (8) consecutive hours per day, or twelve (12) consecutive hours per day, or as agreed to by the Companies and the Unlicensed crew members concerned.

- a) The Shift starting time 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 set out in Appendix "C" to the Agreement. Employees working variable starting times under the progressive tide work day concept, shall receive an additional one (1) hour straight time pay for each shift so worked.
- b) Seven (7) calendar days notice shall be given of the intent to change from an eight (8) hour shift to a twelve (12) hour shift, or vice versa.
- c) There shall be no crew change between 2400 hours and 0600 hours except for emergencies such as injuries or illness.
- d) 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 of cancellation for the afternoon or night shifts, unless unforeseen circumstances clearly beyond the control of the Company prevent such notice.
- e) An employee 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.
- f) An employee required to commence a shift two or more hours before his regular shift starting time or an employee required to work two (2) hours or more beyond the regular shift shall be paid a meal allowance of eleven dollars and fifty cents (\$11.50).
- g) When an employee on a shift tug is required to work 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 his rest period, he commences work later than the normal starting time of the shift following, he shall nevertheless receive a normal day's pay for that shift, however, if he is required to commence work before completing nine (9) hours rest, overtime shall be deemed to be continuous through out the following shift.
- h) i) An employee shall be paid a subsistence allowance for each day he works or per shift where it crosses midnight, in the amount of \$16.05 per 12 hour day and \$10.70 per 8 hour day. In addition tea, coffee, sugar, canned milk, hot chocolate

and coffee mate shall be supplied by the Company.

- ii) Where an employee works mainly call-outs he shall be paid a monthly flat rate subsistence allowance of \$217.96 based on a calendar day rate, 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, benefit payments, while on vacation or while on "leave of absence".

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

The monthly rate is determined as follows: 
$$\frac{16.05 \times 30.42}{2.24}$$

- iii) NOTE: Above rates to be increased as follows:

Per Day Worked	August 17/98	October 1/98	October 1/99
12 hour	\$16.21	\$16.45	\$16.70
8 hour	10.81	10.97	11.13
Flat Rate	\$220.14	\$223.44	\$226.79

- i) On shift tugs where an Engineer is not carried, the Company shall clearly delineate who should perform general servicing of engines - Licensed or Unlicensed crew members. If an Unlicensed crew member performs this work, he shall receive one half (1/2) hour's pay per shift. Servicing engines by an Unlicensed crew member shall be voluntary and shall not be a condition of employment with the Company. At no time is the checking of oil gauges or the checking of fuel and/or water levels to be regarded as servicing engines.
- j) Where an Unlicensed crew member performs the specific services on main and auxiliary engines described below or assists the Master in the performance of these duties, he shall receive a premium equal to his hourly rate over and above his normal rate of wages.
- i) Change lube oil and lube oil filters.
  - ii) Change fuel filters.
  - iii) Change oil and filters in reduction gear.
- k) A lunch break of thirty (30) minutes clear shall be allowed each crew member on shift tugs and shall be taken as near to the middle of the shift as possible with a one-half (1/2) hour variation either way. It is agreed that such a break can be taken while the vessel is underway. If the break cannot be taken within this period, it will be taken as soon as possible afterwards, and the crew members shall be paid one-half (1/2) hour at the double time rate. Crew members shall be given coffee breaks consistent with Article 2.08(b).
- l) An Unlicensed crew member when employed on a shift tug shall report to a designated place known as the "home dock" at shift starting time. If he does not return to the home dock by the end of his shift, the Company agrees to provide transportation back to the home dock. The overtime rate shall be paid during all travel time which occurs after the time the employee'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.





- m) If an employee is required to be available for a call to work on his regular day off, he must be informed of this in writing, or if that is not possible, by telephone. In such case, he shall be paid four (4) hours at time and one half for each regular shift he is on standby duty and does not work.
- n) The Company will post employee work forecasts at least every ninety (90) days.

### **3.02 EIGHT HOUR SHIFT TUGS**

- 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 considered and paid for as overtime at the overtime rate. The intent of this Section is that five (5) consecutive days work providing for two (2) consecutive days off shall constitute a week.
- b) For each regular eight (8) hour day worked an employee shall be credited with .493 days leave.
- c) On eight (8) hour shift tugs, employees will be employed on a monthly 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, Unlicensed crew members shall be employed on a monthly pay and leave basis.
- b) No twelve (12) hour shift tug shall be dispatched to work in excess of twelve (12) hours. However, should adverse conditions arise shortly before the end of a shift which necessitates working longer than twelve (12) hours, overtime shall be compensated for in accordance with the terms of Article 2.01.

### **4.01 RATES AND FREQUENCY OF PAY**

The rates of pay shall be set forth in the Pay Appendix "P" to this Agreement. Employees shall be paid at regular intervals, i.e. bi-weekly or on specific pay dates as established in advance. In the event that a pay date falls on a week-end, employees shall be paid on the Friday immediately preceding.

Employees shall receive wages in full (save late over-time claims) within forty-eight (48) hours of termination excluding week-ends and statutory holidays.

The rates shown in the Pay Appendix are adjusted over the September 30, 1997 rates and the increases are as follows:

October 1, 1997	22 cents across the board,
Effective October 1, 1998	33 cents across the board,
Effective October 1, 1999	40 cents across the board.

Employees paid on specific dates shall be entitled to a mid pay period draw up to fifty percent

(50%) of their basic rate and may also on occasion request an additional draw.

#### **4.02 EDUCATION AND TRAINING**

- a) An Education and Training Committee shall be established to foster the education and training of Unlicensed crew members.

It shall be comprised of four (4) members, two (2) from the Company and two (2) from the Unions concerned.

- b) Its duties shall be to develop and approve courses which are mutually beneficial to the industry and its employees. Its responsibilities shall include the promulgation of rules and procedures, establishing a body of precedents, adjudicating disputed applications and maintaining a liaison with appropriate government departments.

- c) The following concepts shall govern the payment of courses:

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 employee will contribute his time, consistent with past practice. An employee who fails to successfully complete a course shall reimburse the Company for tuition, books, and fees.

iii) On required upgrading arising out of government regulations, the employer will assist the employee along the lines outlined in (ii) above.

iv) Cook-Deckhands - In order to improve the cooking skills of Cook-Deckhands, the Company shall arrange from time to time to send employees on cooking courses sponsored by Canada Manpower, and will pay the costs of tuition and books, and reasonable out of pocket expenses incurred. The company will also pay one half of the regular rate of wages (excluding lay day entitlement) while the employee is attending the course, this amount to be reduced by the amount of the grant allowed by Canada Manpower, if any. (The rate of pay to be determined as follows:  
one-half (1/2) of the daily rate times 7/5).

- d) The employer will provide wage assistance to eligible employees who take courses leading to certificates for which the employer deems he has use and which require lengthy absence from work. Wage assistance shall be fifty percent (50%) of the employee's basic rate commencing with the eighth (8th) week of the course through its completion including up to an additional two (2) weeks for the taking of exams.

- e) The employer will continue to pay its share of health plan premium costs and will pay for Statutory Holidays during the period an employee is on educational leave.

#### **4.03 LETTER OF INTENT**

No addenda or Letter of Intent shall be added to this Agreement unless voted on by the unit of

employees concerned.

**4.04 SUBSISTENCE**

When food is supplied, it shall be of first class quality and sufficient quantity. There will be no substitute for milk, eggs, butter, and bacon.

**4.05 UNION HIRING HALL FUND**

The Council of Marine Carriers, on behalf of the companies covered by this Agreement shall pay monthly to the Union the sum of Thirty-seven Hundred Dollars (\$3,700.00) effective October 1, 1997 and Thirty-Seven Hundred and Fifty Dollars (\$3,750.00) effective October 1, 1999 for hiring hall services.

**4.06 SAILING SHORT HANDED**

Where, on vessels with two (2) or more Unlicensed crew, an Unlicensed crew member is absent, his wage will be distributed equally amongst the remaining Unlicensed crew. Performance of the missing crew member's duties shall not attract overtime payments.

**4.07 ROOM TIME**

Crew members shall be allowed one (1) hour per week when on watch to be able to clean their own rooms. The Master shall designate the time.

**4.08 DURATION OF AGREEMENT**

This Agreement shall be effective from September 17, 1999 and shall remain in effect until September 30, 2000, and thereafter from year to year subject to ninety (90) days notice in writing of desire to revise, amend, or terminate same. Such notice may be given anytime after June 30, 2000.

**4.09 TERMS AND CONDITIONS**

The terms and conditions set out in this Collective Agreement shall apply to the vessels named herein. Additional conditions, amendments to this Agreement and wages are set out in Appendix "B" to and including "P" to this Agreement.

**EXECUTED ON BEHALF OF  
COUNCIL OF MARINE CARRIERS**

**EXECUTED ON BEHALF OF  
INTERNATIONAL LONGSHORE & WAREHOUSE  
UNION,  
LOCAL 400 (MARINE SECTION)**

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DATED AT VANCOUVER, B.C. THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2000

## **APPENDIX "A"**

Members of the Council of Marine Carriers covered by this Agreement as of the date of signing are as follows:

Bute Towing (A division of Rivtow Industries)  
D.H. Timber Towing  
Hodder Tugboat Co. Ltd.  
Pacific Towing Services Ltd.  
Rivtow Marine Ltd. (A division of Rivtow Industries)  
Seaspan International Ltd.

## **APPENDIX "B"**

### **NOISE ABATEMENT PROGRAM**

1. **STANDARDS**

The Company agrees to adhere to the **Transport Canada Coast Guard Standards Respecting Noise Control and Hearing Protection in Canadian Towboats over 15 tons, Gross Tonnage** referenced herein as "**the Standards**".

2. **NOISE LEVEL TESTING**

Individual companies shall take noise level readings in accommodation areas, specifically sleeping cabins, galleys, mess-rooms, wheelhouses, and recreation rooms immediately after the vessel's quadrennial and major refit. Such readings shall be taken in accordance with the Standards.

A copy of the noise level readings shall be forwarded to the Union as soon as they are available.

3. **AUDIOMETRIC TESTING**

All employees 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 employee tested to be given his results, where available.

4. **HEARING PROTECTION**

On vessels where there exists steady state and impact noise considered excessive, employees shall be provided with adequate hearing protective devices. The noise exposure levels and standards of protective equipment shall be as provided for in the Standards, subject to the Marine Occupational Safety and Health Regulations.

5. **COMPLAINTS**

Crew member complaints regarding noise are to first be taken up with the shipboard safety representative and he shall raise the matter with the individual company safety committee for attention.

## **APPENDIX "C"**

### **MEMORANDUM OF UNDERSTANDING**

#### **Shift Starting Times - Fraser and Pitt River Operations**

CMC 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. Such variations shall be permitted between 24:00 hours and 06:00 hours notwithstanding the provisions of Article 3.01 (c) of the Collective Agreement.

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

## **APPENDIX "D"**

### **Crew Complements**

#### **1. New Vessels**

Henceforth, all new towboats with four or five man crews shall carry a minimum of two Unlicensed Personnel, in one or other of the following groupings: a cook and deckhand, or two cook-deckhands. On all new six-man vessels, a minimum of three Unlicensed Personnel shall be carried.

#### **2. Existing Vessels**

Existing four and five man vessels shall carry a minimum of two Unlicensed Personnel, consistent with the arrangement set out in 1. above.

It is agreed that you will be notified and that discussion will take place should any C.M.C. member desire to increase the size of the crew of an existing five-man vessel.

## **APPENDIX "E"**

### **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 Unlicensed members concerned for unpaid wages and other monetary benefits. It is agreed that a six (6) month limitation shall 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, an Unlicensed 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 "F"**

### **HEADINGS IN THE COLLECTIVE AGREEMENT**

The Agreement has been structured for ease of reference into 'Parts' and then further into 'Articles'. The 'Parts' are for reference purposes only and those provisions of a general nature apply to all employees. For example, the Article 'Marine Disaster', found in Part II - Continuous Operating Vessels, applies equally to Shift Vessels.

## **APPENDIX "G"**

### **Apprentice Engineers - Dirty Money**

The Collective Agreement between the Council and the I.L.W.U. excludes the Apprentice Engineer from premium pay for work outlined in the Sections 2.05(d) and 2.06(b) as the duties are necessary to his training to become an engineer.

The prime function of the apprenticeship program is to allow the employee the maximum exposure to repairs, preventive maintenance, and professional shipboard procedures. There may be times when the apprentice will work in areas that are very dirty. When, in the opinion of the Chief Engineer, the conditions under which such work is performed are extreme, premium pay claims may be submitted.

## **APPENDIX "H"**

### **RE: Service Credits for Severance Pay Calculations**

The Intent of the phrase "per year of total uninterrupted service" as contained in the new language of Article 1.25. is as follows:

The intent is not to give service credit to those periods of time when an employee is not receiving wages. The exceptions to this are when an employee is on Weekly Indemnity, on W.C.B. claim, and on non-repetitive short term (a few weeks) lay off and leaves of absence. Additionally, where an employee has been rehired after a termination and recall rights were not maintained, the prior period of employment is not credited.

In situations involving interrupted service, the employee's periods of employment will be added together to determine the total number of years service.

## **APPENDIX "I"**

### **RE: M.E.D. II Training Costs**

Article 4.02 c (ii) of the Collective Agreement applies in respect of the M.E.D. II course.

## **APPENDIX "J"**

### **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 Management and the Unions concerned. Its function shall be as follows:
  - a) To receive and study plans and layouts of vessel modifications and new vessel construction.
  - b) To approve 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, Ministry of Transport.
2. For the purposes of this Article, the application of the term "whenever practicable" shall be determined by the committee. Consideration shall be given to the size of vessel and type of operation.



3. In instances where the Committee is unable to reach a solution, within its terms of reference, an arbitration procedure is to be developed and adopted. The decision of the arbitrator is to be final and binding on the parties to this Agreement.

4. 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 from outside the country on or after the date of signing this Agreement.
- iii) A tug on which major modifications are commenced on or after the date of signing this Agreement.

### **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 on board.

## **C. NEW TUGS OTHER THAN SHIFT TUGS**

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

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

### **(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.

(d) **Vessels over 70' in length between perpendiculars**

For new towboats whose plans have yet to be approved by the Towboat Accommodation Standards Committee and where the vessels exceed 70' in length between perpendiculars, they shall provide for unlicensed personnel to be accommodated in single berth rooms.

(e) **Square foot area of sleeping rooms**

- i) All single berth sleeping rooms shall have a minimum total area of 50 square feet.
  - ii) All two berth sleeping rooms shall have a minimum total floor area of 55 square feet.
  - 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 headroom 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.
- (f) i) Every tug shall have a washing machine and proper facilities for drying clothes.

For the purposes of this Section C, vessel classes refer to classes 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.
- ii) For a crew complement up to and including six (6) men, there shall be at least one W.C.
- iii) 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) On new vessels each sleeping accommodation will be provided with a 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) Whenever practicable, the dining area shall be separated from the galley area.
  - iii) Whenever practicable, a portion of the dining area shall be set aside as recreational 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**

- i) All accommodation space shall be insulated against engine and other noise based on the result of "Noise Reduction Program" described in Appendix B of the 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.

### **D. NEW SHIFT TUGS**

- (a)
  - i) Every tug shall be provided with 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, where practicable.
  - 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 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 accommodations 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.

#### **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)
  - i) Every crew member shall be provided with a properly built bed that is not less than 79 inches in length and 27 inches in width, inside measurements.
  - ii) The bed shall be fitted with a spring-filled mattress.
- (b)
  - 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 the seats are provided on both sides of the table.
    - 2. 20 inches wide if seats are provided on only one side of the table.
- (c) Every tug shall have a properly functioning shower and a wash basin that is separate from the galley sink.
- (d) Every tug shall have a properly installed and properly functioning head.
- (e)
  - 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 draws off fumes from the galley ranges and discharge the fumes into the open air.
- (f) Every tug shall be provided with piped potable water which is provided in the crew accommodation from tanks of adequate capacity for the purpose.
- (g) In every tug piped fresh hot and cold water shall be available for wash basins, baths, and showers.
- (h) All accommodation shall be properly and adequately insulated against heat and cold and have provisions for heating when weather conditions require it.
- (i) All accommodation shall be properly and adequately insulated against engine noise and other noise.
- (j) All accommodation shall be properly and adequately ventilated.
- (k) 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.
- (l) All Unlicensed crew accommodation shall have properly functioning wash basins whenever practicable.



## Vessel Groups

- 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, during the term of the Agreement.
- 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 two years 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 two years will be allowed.
- GROUP IV A vessel whose existing accommodation is so inferior to the terms of this Section shall not be employed as a continuous operating vessel.

## APPENDIX "K"

### SEASPAN DORIS/GREG

- (a) The third deckhand carried on these vessels shall be known as a night worker and the provisions of the agreement with respect to hours of work and meal hours shall be modified as follows:

**Hours of Work**

1800-0600

**Meal Hours**

1730-1800

2330-0030

0600-0630

Overtime will only be paid for work performed outside of these hours of work.

- (b) **Company Service and Seniority** - The Trainship personnel hired prior to August 15, 1984 shall not be subject to bumping by any other Seaspan employees for any reason. The trainship personnel shall be entitled to the full provisions of Article 1.09 from June 1, 1978, in respect of non-trainship provisions.
- (c) Article 1.12(e) of the Collective Agreement shall include as criteria for exception "scheduled operations".
- (d) Article 2.11 Guest meals shall not apply when company management personnel are served.
- (e) Appendix "J" F(b) shall not apply.
- (f) Article 2.04(g) of this Collective Agreement shall not apply and instead the following is agreed. "One-half (1/2) day's pay shall be paid to any employee paid off his ship prior and up to twelve (12) hours from the established crew change time. the employee relieving such a man shall be paid one (1) day's pay. One day's pay shall be paid to any employee paid off his ship after twelve (12) hours and up to twenty-four (24) hours from the established crew change time, the employee relieving such a man shall be paid one half (1/2) day's pay. The Company agrees to post a letter on the ship establishing the time of crew change".



- (g) Article 4.06 of the Collective Agreement shall not apply in instances when the apprentice engineer is absent.
- (h) Apprentice Engineers will only live aboard when accommodation is available.
- (i) **Wages** - the wages for unlicensed personnel employed on the vessels shall be as set out in Appendix "P" Seaspan Doris/Greg.

## APPENDIX "L"

### Letter of Understanding

The Parties recognize the need to enact change in certain provisions of the Collective Agreement in order to be able to facilitate a healthy log towing 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 may be reviewed by the Union during its term and where the spirit and intent of this Letter is not being adhered to and the individual company fails to rectify the matter raised, this Letter may be terminated by the Union in respect of that Company.

When unlicensed personnel work on log towing shift tugs they shall be subject to the terms of this Letter. To qualify as a log towing shift tug over 50 percent of its time during a twelve or eight hour shift must be attributable to log towing.

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

1. **Article 2.01 (j) 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 (I) Travel Time Pay**  
When an employee 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 (a), (b) and (I) CMC Notice Requirements:**  
An employee 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 day's shift starting time.
4. **3.01 (a)** The Progressive Tide Work premium is waived.

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

## **APPENDIX "M"**

### **RE: EXTENDED EDUCATIONAL LEAVE**

This Letter of Understanding is entered into to provide increased access under controlled circumstances to longer term educational leave for both marine and non-marine training not specifically referenced in the Collective Agreement.

The terms and conditions under which an employee may be granted such educational leave and the provision of certain benefits while the employee is on such leave are as follows:

1. An employee may be granted extended educational leave for up to one (1) year,
2. Requests for such leave shall be dealt with in accordance with Article 1.23 (g) of the Collective Agreement.
3. The courses/training need not be related to the marine industry.
4. To be eligible for such leave the employee shall have a minimum service of six (6) years in the marine industry, three (3) of which are continuous with the present employer.
5. The employee shall continue to acquire seniority when the training is marine related. His seniority will be frozen when the training is not related to the industry.
6.
  - (i) Where an employee undertakes a course of study to upgrade or attain a recognized seagoing certificate, coverage under the Health Plan may be continued for up to twelve (12) months subject to the employee paying the premiums.
  - (ii) Where the employee is on non-marine education leave the present option for extended coverage of two (2) months shall apply.
  - (iii) The employee will be entitled to immediate reinstatement of coverage on return from such leave under (i) and (ii) above.
7. This Letter shall not interfere with layoff procedures and is void where the layoff is permanent.

## **APPENDIX "N"**

### **RE: STATUTORY HOLIDAYS**

This Letter of Understanding is regarding log towing to/from Fraser Mills on Statutory Holidays.

Notwithstanding the provisions of Article 1.12 Statutory Holidays within the Collective Agreement it is hereby agreed that the following shall apply specifically for Easter Monday, Canada Day, and Remembrance Day:

1. The aforementioned Statutory Holidays may be observed on the same day as observed by the mill/IWA providing that the Unlicensed employees affected are in general agreement thereto. Such agreement shall be determined by a vote of all such affected employees on each such specific Statutory Holiday. The vote shall be conducted by and amongst the employees concerned one (1) week prior to the actual Statutory Holiday date. Any work performed on the alternate day will be paid for at the Statutory Holiday rate.
2. It is understood and agreed that this arrangement only applies to log towing shift vessels which are engaged in towing logs to and from mills on the Fraser River.
3. This letter will be reviewed in January each year on an ongoing basis and where in the opinion of either party it is deemed that the intent of the letter has not been met, thirty (30) days notice of cancellation may be given, and thereafter this L.O.U. would no longer be in effect.

## **APPENDIX "O"**

### **Letter of Understanding**

This Letter of Understanding amends Article 2.04 (g) of this Collective Agreement in order to provide one additional time to noon and midnight at which times the pay and leave earned system shall commence. The additional time is 1800 hours.