

SOURCE	Guild		
EFF.	94	10	01
TERM.	97	09	30
No. OF EMPLOYEES	10		
NOMRE EMPLOYÉS	2N		

# AGREEMENT

1994 - 1997

**BETWEEN:**

*dup. rec'd*

**SEA-LINK MARINE SERVICES LTD.**  
 (hereinafter referred to as the "Company")

**AND:**

**CANADIAN MERCHANT SERVICE GUILD**  
 representing All Marine Employees  
 (hereinafter referred to as "The Guild")

Expiry date: September 30th, 1997

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**AGREEMENT**

**1992 - 1994**

**BETWEEN:**

**SEA-LINK MARINE SERVICES LTD.  
(hereinafter referred to as the 'Company')**

**AND:**

**CANADIAN MERCHANT SERVICE GUILD  
representing All Marine Employees  
(hereinafter referred to as 'The Guild')**

**PREAMBLE:**

For the purposes of this Agreement, the "Company" shall mean Sea-Link Marine Services Ltd. as of the date of signing this Agreement.

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

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

## PART 1 GENERAL

### 1.01 RECOGNITION

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

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

- (b) Where a vessel covered and listed in this Agreement is chartered or leased, the terms of such charter or lease shall provide that this Agreement shall apply unless a vessel is chartered or leased to a Company which has an Agreement with another Union to man and operate vessels and such agreement contains the provision that the other Union has jurisdiction over the work to be performed.
- (c) Where a vessel covered by this Agreement is sold to another Company or to an individual, satisfactory proof of such sale shall be provided to the Guild at time of sale.
- (d) For greater clarity, the parties agree that the vessels described above are as listed in an Appendix, and the parties recognize that the list may be altered from time to time, pursuant to ARTICLE 1.01 (a). Additions to the company's fleet of existing vessels shall be covered by the agreement and the Company agrees to notify the Guild as these occur.  
The Guild will be allowed to display its insignia aboard the vessels and it may be up to 12" by 9" in size.
- (e) (i) The Company recognizes the Guild as a source of supply for all Employees covered by this Agreement and may request same from the Office of the Guild. The Company agrees to employ only members of the Guild in goad standing. All new Employees are required to sign an engagement letter regarding Guild membership status as set out in Appendix " " of the Agreement.

- (ii) The Guild **shall** not deny membership in the Guild, however, **should** a prospective employee, be **unable** to obtain membership in the Guild, the **Guild will** provide the Company **with** the reasons in **such** circumstances.
- (f) Effective the last pay period of each month, the Company shall deduct from the wages **due** and **payable** each Officer coming within **the** scope of this Agreement, an amount **equal** to the uniform monthly membership fees, pension contributions as required **and any** assessments of the **Guild**. The amount so deducted **shall** only **be** changed during **the** term of this Agreement to conform with changes in the amount of the regular fees of **the** Guild in accordance with its Constitution and By-laws.
- (g) The Company will deduct initiation fees and remit same to **the Guild** upon receipt of proper **authorization** from the Officer concerned.
- (h) All deductions required under this Article will **be forwarded** to the Western **Branch** of the Guild, attention of the **Secretary-Treasurer** within thirty **(30)** days together with a **list** in duplicate showing the names of the Officers to whom said deductions are to **be** credited and the month for which the deductions are **made**.

#### 1.02           **TERMINATION OF EMPLOYMENT**

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

#### 1.03           **PROMOTION FROM WITHIN THE COMPANY**

It is agreed that the company shall have **the** right to promote employees from within the Company.

#### 1.04 DISCRIMINATION AND INTIMIDATION

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

#### 1.05 LEGAL DEFENCE INSURANCE

- (a) Legal defence insurance for Employees covered by this agreement shall be provided in the following manner: The Guild shall provide legal defence insurance which shall be paid for by the Company at the rate of Fifteen Dollars (\$15.00) per month effective date of signing for each **Employee** in its employ.
- (b) The Company and Employees shall be **advised as** to the terms, conditions and extent of coverage so **placed**.

#### 1.06 CANADIAN MERCHANT SERVICE GUILD, WESTERN BRANCH PENSION PLAN (TOWBOATS),

- (a) (i) Effective October 1, 1995, subject to (d) below, the employer will contribute **monthly** to ~~the~~ Pension Plan a total of eight percent (8%) of each Employee's monthly **basic** rate of **pay** actually paid to the Employee each month. The plan **will be portable** within C.M.C. and Guild membership. Officers ~~for~~ whom the eight percent (8%) contribution is made will contribute concurrently by payroll deduction, seven and **one-half** (7.5) per cent on their own behalf.
- (ii) A Board of Trustees will continue to jointly administer the Pension Plan in accordance with the Trust Agreement. The Trustees shall be six (6) in number, **comprised** of three (3) company and three (3) Guild Trustees.
- (b) The eight percent (8%) referred to above is exclusive ~~of~~ any contributions required for the Canada Pension Plan:
- (c) A Company shall not be required to contribute to the Guild Plan ~~on~~ behalf of any Employee who is presently a member ~~of~~ an existing Company **plan**.
- (d) Employees shall have the option of selecting a Registered Retirement Savings Plan and determining the level of Employee contribution, the Employer contribution shall be in accordance with ~~the~~ amounts contained in 1.06 (a). Employees exercising this option shall not hold the Guild or the **Employer** ~~in~~ any way responsible ~~for~~ any short comings in the resultant pension benefits.
- (e) Where a Company is **remiss** ~~in~~ forwarding pension contributions it **shall be** responsible for its contributions ~~and~~ any lost interest for any period beyond **thirty**

(30) days.

### **1.07 BOARDING PASS**

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

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

### **1.08 WARRANTY OF CONTINUOUS OPERATION**

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

### **1.09 BENEFIT PLAN**

The Company Plan shall be equivalent to the C.M.C./GUILD level of benefits **or** the Company may participate **in** the C.M.C. GUILD PLAN as outlined below:

- (a) The Employer shall pay to the Guild a monthly contribution of five hundred five dollars (\$505.00) effective October 1st, 1995 and five hundred twenty dollars (\$520.00) effective October 1st, 1996 for each eligible Employee in its **employ in** lieu of providing a Health Benefit Plan including but not limited to Life insurance, Accidental Death and Dismemberment, Weekly Indemnity, Extended Health Care, Long Term Disability and Dental coverage.
- (b) The **Guild** shall provide a Health Benefit Plan for all eligible Employees utilizing all of the contributions received **under** (a) above.
- (c) An Employee must be actively at work in **order to be eligible** for contributions to be made on his **behalf**, except as provided otherwise in this article.

- (d) Contributions will be prorated for those Employees who are eligible and who are employed for a **part month**. Lay days shall be credited as **employed** days.
- (e) All eligible Employees (**except** those who are part-time) **will** have contributions made for them on completion of ninety (90) days continuous employment with any one employer.
- (f) Employees absent due to disability, temporary lay-off or leave of absence on the date **they** would normally become **eligible shall** be eligible for contributions from their date of return to **active** full-time employment.
- (g) Contributions will commence immediately for any eligible Employee who returns to active full-time employment with a participating employer within six (6) months of the **date** of his **leaving** employment. If an Employee does not return to active full-time employment within the six (6) month **period**, he will be considered a new employee and **will** be **subject** to the completion of **of** ninety (90) **days** continuous employment **with** any one participating employer.

Where an Employee retains recall rights under Article 1.13 (f) he shall not be subject to the waiting period on return to work.

- (h) Employee **shall** be paid lay days (including red days) during waiting periods for weekly indemnity payments up to a maximum of seven (7) red days.
- (i) 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 the Employee might have **had** when going off on weekly indemnity.

Employee 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 the debt repayment Letter of Agreement as under Appendix " with the Company prior to any red day top up being paid.

- (j) When an Employee is on Weekly Indemnity or W.C.B. Benefits for up to fifty-two weeks, the employer will pay the full contribution under (a) above. An Officer will not be laid off during this period.



- (k) Any rebate of U.I.C. Premiums shall continue to be retained by the employer to offset contribution's.
- (l) The employer will continue to pay 100% of the premium of the B. C. Medical Services Plan.

#### 1.10 MARINE DISASTER AND MISHAP

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

#### 1.11 MEDICAL EXAMINATIONS

- (a) It ~~is~~ agreed that the Company has the right to have all **Employees** medically examined for **fitness** and any **Employee** found medically unfit for **service** at sea shall not be employed, or, **if employed**, may be dismissed. Medical examination shall **be** at the Company's expense. The 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** an **Employee** or discharges an Employee **for** medical reasons, the question of the Employee's fitness for full sea duties in the category in **which** he **is** to be employed maybe referred to a competent medical authority, acceptable to the Company, the Guild **and** the Employee concerned for determination acceptable to the Company, the Guild **and** the Employee concerned.

#### 1.12 GRIEVANCE PROCEDURE

##### DEFINITIONS:

"Company" means "Company named in Agreement".

"Guild" means "Canadian Merchant Service Guild".

"Party" means "the Guild or Company".

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

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

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

- (i) A regular Employee **shall** not be disciplined or discharged without just cause.
- (ii) Should an Employee **be** required to **meet** with his employer regarding a disciplinary action he shall **be** entitled to have a Guild representative in attendance.
- (iii) Letters of discipline to an Employee covered by this Agreement shall be copied to the Guild.

### **INITIATION OF GRIEVANCE**

#### By the Guild:

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

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BY THE COMPANY:

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

TIME LIMITS

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

**ARBITRATOR**

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

**COST APPORTIONMENT**

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

## POWERS

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

## ARBITRATION PROCEDURE

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

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

8. Either party **may**, within **five** (5) days **of** receipt of **the** Arbitrator's decision, **notify** the Arbitrator and the other party of its desire to have the Arbitrator reconsider **his** decision, such notice to **be** in writing and to **be** supported **by** reasons. The Arbitrator may proceed to reconsider the matter, and in the event that he does **he** shall render a **decision** within seven (7) days of receiving notice, provided that **if** he has to conduct a hearing into the matter **he** shall **render** a decision within fifteen (15) days **of** concluding the hearing.

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

### 1.13 SENIORITY

- (a) For the purpose of this Article there shall **be** two (2) **kinds of** seniority:
1. SERVICE SENIORITY - being length of **service** with **the** Company as an Employee;
  2. CATEGORY SENIORITY - being length **of** service with the Company in a specified category of Employee-i.e. Master, **Mate**, Chief Engineer and **Second** Engineer.
- (b) An Employee shall acquire seniority as **of** his date of employment with the Company as an Employee **provided** he has completed six (6) **months continuous** employment as an Employee.
- (c) The Company will **provide** the Guild with separate lists setting out **both** kinds of seniority. These lists shall include length of **service** in the above named categories and total service as an Employee. A seniority list to be posted on vessels **by March 31st of each year**. A **new** seniority list **shall** be final if not disputed within **four** (4) months **of** it being posted.
- (d) (i) In cases of **layoff** or recall, service seniority shall **be** the determining factor, qualifications, experience and ability being sufficient to do the job. **Lay** day positions will not affect **the** layoff sequence.

- (ii) Re-alignment of positions due to **layoffs** shall be in accordance with the sequence set out below subject to qualifications, experience and ability being sufficient to **do the job**.
- (iii) Where an Employee who has positive lay days is subject to layoff pursuant to subsection (d)(i) 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 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.

## Realignment Sequence

### Deck

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

### Engineering

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

### (e) Promotions

- (1) In general, **Employees** move up from one category to the next in a progressive fashion consistent with chain of command and with the provisions of this Article.

- (2) Promotions shall **be** based on ability, qualifications and seniority; ability **and** qualifications being sufficient, seniority shall prevail. The Company shall **be** the judge of these criteria.
- (3) Where Employees considered or applying **for** promotion are from the same category their seniority will only **be** considered in respect of **their** length of **service** in that category.
- (4) An Employee who refuses to accept promotion in order of seniority **shall be** considered as having less seniority than the man promoted over him for all purposes under this Agreement.
- (5) Non-certified Employees shall only acquire seniority **for** purposes of appointment to other non-certified **positions** except as otherwise provided in this Agreement.
- (6) Seniority shall **be recognized** as fully as possible respecting promotions **within** the ranks of Master and Chief Engineers **and** promotions to these ranks, but **the** Company **reserves** the privilege to waive **seniority** in **the** case of such promotion if it considers it to **be** in **its** interest to do so.
- (7) **Should** any **Employee** of the Company feel that **he** was not promoted in his turn, **he shall**, upon **written** request, be furnished with reasons thereof in **writing** and the Employee may **subsequently** launch appeal through the Grievance Procedure.
- (8) **When** a regular **job vacancy** occurs, it **will** be posted within fifteen (15) days **and eligible** Employees will **be** given **forty-five** (45) days in which to apply, provided **that in the event** a company **makes** arrangements to directly notify all eligible Employees, those who wish to apply shall **be** given fourteen which to do so. Without restricting the foregoing the **Company** may temporarily promote an Employees to fill a vacancy. Final selection shall **be** made on the **basis** set out in Sub-section (1) within sixty (60) **days** of the job vacancy posting. The **name(s)** of successful applicant **shall be** posted **on** bulletin boards accessible to all applicants for a period of not **less** than ninety (90) days.
- (9) An Employee **who** has failed **to apply** for a particular **job** vacancy within **the time** limit specified shall not be **entitled** to **apply** for the position in question until such time as it again becomes vacant.

- (f) An **Employee** who has **been laid off** will retain his **seniority** and **the right** to be recalled for a period up to eighteen (18) months from **date** of layoff, provided he reports to **the** Company when recalled, and further provided, that should payment of severance pay under Article **1.33** or the Canada **Labour Code** be made after the **expiration of the twelfth** (12) month of **layoff**, all rights including seniority and recall shall **be** at **end**. It is understood that an Officer is not entitled to **any** severance pay until twelve (12) months of layoff has occurred. An Officer who **is** given reasonable notice and fails to report for work **upon** recall **is** subject to discharge from **service**. Reasonable notice shall not be less than **twenty-one** (21) days by Double Registered Mail. Should a **Guild** member be demoted to a position of Seamen or Oiler **because** of layoffs, the Company **shall** be entitled to promote him **back** to that of **an Officer** **before** hiring new personnel.

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

- (g) When **an** Employee on leave **takes** employment with another **Company** where his certificate of competency is required he **shall** be **deemed** to have terminated employment with the Company from which he **took** leave.
- (h) The provisions **of** this Article **shall** not in **any** way **interfere** with the Company's right to discharge for cause, nor **shall** they preclude the **adoption** by the Company of a **compulsory** retirement age for all Company personnel.

Where the Company does not apply a mandatory age **65** retirement policy, no employee over the age of 65 who is entitled to take pension benefits shall be allowed to work when other employees under the age of **65** are on layoff.

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

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



- (j) An Employee having twenty (20) years service and upon reaching his sixtieth (60th) birthday (59th October 1st, 1995 and 58th October 1st, 1996) and at any time thereafter, may request to work half time subject to the approval of the Employer. The minimum period shall be one year. The work/leave of absence arrangement shall be as mutually agreed between the Employee and the Company. It is understood that an Employee may have to relinquish his posting and take another position in order to facilitate this clause. The intent of this clause is for retirement phase in, not alternate employment.

Such Employee shall only accrue further seniority for actual days worked and corresponding leave. The Company shall maintain **Pension** and Health & Welfare benefit contributions on a pro rata basis only for the time worked including leave and vacation time entitlements. The Employee shall be required to pay his pro rata share of Health Plan Benefit premiums. Top up with red days as under Article 1.09 (i) shall be pro rated. The Employee will only be entitled to Statutory Holidays which coincide with his being on the Company's payroll.

#### 1.14 ANNUAL VACATIONS

- (a) An Employee **shall** receive fourteen (14) consecutive days annual vacation upon completion of one year of service **with the Company and for each** succeeding year. He shall be paid for such vacation **on** the basis of four (4) percent of gross wages earned in each year.
- (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) **and** succeeding years 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) and succeeding **years** of service.
- (d) An Employee shall receive thirty-five (35) consecutive days annual vacation upon completion of fifteen (15) years service with **the Company**. He shall be paid for such vacation on the basis **of ten (10)** percent of **gross** wages earned during his **fifteenth (15th)** and succeeding years of service.
- (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)** and succeeding years 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 (30th) and succeeding** years of service.
- (g) In **all** cases under (a), (b), (c), (d), (e) and (f) above, **if** the Employee **has worked** less than a normal year and is not **entitled** to the full annual vacation days allowed, they shall be **prorated** in accordance with the vacation pay earned.
- (h) **Vacation pay shall** be accumulated throughout the **year** and **shall** be paid to the Employer on the **pay-day** prior to his vacation. Vacation pay **shall** not be used to **offset red-days** while an Employee is employed except by mutual **agreement** with **the** Employee **who shall** be obliged to advise **the** Guild.
- (i) The Company shall provide vacation pay information, including amount, income tax **deducted**, period covered **and gross** earnings for the period, at the same time an Employee **receives his** vacation pay.
- (j) An Officer shall be entitled to **select** the periods **desirable** to him for his vacation periods on the **basis** of **his** seniority **with** the Company, **and** his vacation **periods may**, at his discretion, be **combined with** time off, subject to the Company having the **right** to **approved** the **over-all** vacation schedule. The Officer's request will not be unreasonably denied.
- (k) **For the purposes** of this Article, the term "gross wages" shall include all monies **credited** including wages, **overtime, excessive** hours, subsistence **allowance, previous vacation pay and engine** servicing pay.
- (l) An Employee terminating his employment shall be paid **all** vacation pay **due** him up to the date of leaving, calculated **in** accordance with Sections (a), (b), (c), (d), (e), (f) and (g).
- (m) When a statutory holiday occurs in a vacation period **the** provisions of Article 1.16 (b)(iv) shall apply.
- (n) An **employee** who **has** been laid off and is **re-employed** by the **same** employer within eighteen (18) months of the date of layoff shall be granted the same vacation entitlement as **he possessed immediately prior** to the **layoff**.

- (o) Where an Employee is scheduled or elects to retire within any given year **such Employee** shall be entitled to utilize **all vacation** allowances accrued during the year of **retirement** including the immediate preceding year should he so **choose**.

**1.15 ANNUAL VACATION PAY ON TERMINATION**

An **Employee** terminated or **laid off for lack of work** shall be entitled to request **payment** of any vacation pay **due** him at the time of layoff in **accordance** with Article 1.14.

**1.16 STATUTORY HOLIDAYS**

- (a) All Employees will be given the **following** paid statutory **holidays**:

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

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

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

(i) Twelve Hour Day			
Earnings	Day	Leave	Cash
Holiday Credit 2.24 Days	1 Day	----	1.24 Days
Time Worked Credit 3.36 Days	1 Day	1.24 Days	1.12 Days
<b>TOTALS</b> 5.6 Days	<b>2 Days</b>	<b>1.24 Days</b>	<b>2.36 Days</b>
(ii) Eight Hour Day			
Earnings	Day	Leave	Cash
Holiday Credit 1.493 Days	1 Day	----	.492 Days
Time Worked Credit 2.24 Days	1 Day	.493 Days	.747 Days
<b>TOTALS</b> 3.733 Days	<b>2 Days</b>	<b>.493 Days</b>	<b>1.24 Days</b>

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

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

### 1.17 LEAVE (LAY DAYS)

- (a) Pay in lieu of leave **shall** not be tendered or accepted except as mutually agreed between the **Guild** and the Company. The Company, before paying such leave, shall have a letter of authorization from the **Guild**.
- (b) No Employee **shall** accumulate more than forty-five **(45)** days leave without mutual agreement between **the** Guild and the Company. A list of **all** accumulated leave **shall** be forwarded by **the** Company to the **Guild** monthly. This list will indicate if the Employee was at sea or **on** leave at the end **of** the indicated pay period.
- (c) When a vessel is laid up **for** overhaul, an **Employee** with any accumulated leave due shall take **such** leave while his vessel is laid up unless requested by the Company to work by his vessel or to sail **on** another Company vessel. When requested to work by his vessel the conditions set out in ARTICLE 1.22 (EMPLOYEES WORKING BY THE VESSEL) **shall** be in effect.
- (d) Arty 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.
- (e) At **the** expiration of **accumulated** time off and, when an Employee **is** unable to rejoin his **vessel**, he shall continue to receive his rate **of** pay until such time as **he** resumes duty **on** the vessel from **which he took** his leave or such other vessel as the Company may assign him, but such time shall be deducted from his next accumulated leave period, provided that an Employee returning from a red day leave may not **be** arbitrarily assigned to a vessel **of** a lesser class solely for the purpose of recovering monies. The Company may temporarily assign the Employee to a lesser class of vessel if he is unable to rejoin **his** vessel or an equivalent vessel **for** reasons clearly beyond the control of the company, i.e.:
- overhaul;
  - major re-conversion
  - major damage or breakdown;
  - **extended** voyage (in excess of two (2) weeks)

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

- (f) Where an 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. The Employee shall not be required to **phone** more than once in that twenty-four (24) period.

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

- (g) 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. When an Officer **has** been recalled to work and **due** to weather or breakdown the **vessel** does not **sail**, he **shall be paid** one half (1/2) day's pay and **leave**. Excepted from this **provision** are those Employees covered by ARTICLE 3.01 (g).
- (h) The Company shall endeavor to give **twenty-four** (24) hours notice (**and** twelve (12) hours **confirmation** of same) **when** leave of more than two (2) days **is to be** granted, with the intent being to allow sufficient time to properly prepare the **vessel** for a **new** oncoming crew.
- (i) In all **occupational** classifications covered by this Agreement, leave with pay shall **be granted** as set forth in Section (j), exclusive of annual vacation **and** statutory holidays.
- (j) The method **of** calculating leave shall **be** 1.24 days **leave** earned for each day worked. Such leave shall **be granted** in the **home** port.
- (k) (i) An Employee who is **on** a regular **period** of leave and **who** has a positive leave position, shall not be required to return to work **prior** to the expiration of his **regular** leave **period**. Should an Employee **be** required as a replacement, an Employee in the same pay class (taking into regard SENIORITY - ARTICLE 1.13) **shall** be offered the position. Where such **an** Employee is not available the Company will then seek a replacement from its Employee ranks, in accordance with **SENIORITY** -ARTICLE 1.13. **Should** the Company be **unable** to acquire suitable **help** in the foregoing manner, it may acquire a suitable Employee from the Guild on a **temporary** basis in conformity with Article 1.01.
- (ii) Employees **who** are **due** or are on scheduled leave (laydays), shall be entitled to take additional accumulated leave provided they give **the** Company seven (7) days notice (except under extenuating circumstances) prior to commencing the additional **leave**, and this

leave shall not be unreasonably denied. This arrangement shall not give rise to red day payments.

## 1.18 LEAVE OF ABSENCE

- (a) Any **Employee** desiring leave of absence for any reason other than those set out in Sections (c), (d) and (e) of this Article must obtain authorization in writing from the Company, and ~~the Company and the Guild~~ must mutually agree in writing to the **granting** of such leave ~~and~~ it will not be unreasonably denied.
- (b) Where any Employee is granted leave of absence under this Article for a period of longer than **thirty** (30) calendar days, the **Company** agrees to notify the Guild as to ~~the~~ circumstances for granting of such period of leave.
- (c) The Company will grant leave of absence to employees suffering injury or illness, subject to a **medical** certificate if required by the employer.
- (d) (i) The Company will grant leave of absence to **Employees** who are appointed or elected to a Guild office (or who go ashore to work for the Company) for a period up to and including three (3) years. The **Employee** shall accumulate seniority for three (3) years and then his seniority shall remain dormant until his return. Further leave of absence will be granted if requested. Any 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 Guild.
- (ii) In the event an **Employee** returns to sea and subsequently returns ashore he shall not be entitled to accumulate seniority for more than the period of his return to sea unless it is for more than one (1) year. **Employees** going ashore on a temporary basis, less than one (1) year at a time, shall continue to accumulate seniority.
- (iii) By mutual agreement between the parties, leave of absence of up to three (3) years may be granted to an Employee who desires to work offshore with an employer engaged in foreign shipping. Such  
granted and until his return to work. Under this arrangement leave of less than six (6) months will not be granted.
- (e) The Company will grant leave of absence to Employee who are elected as representatives to attend **Guild** meetings, **Guild conventions**, conventions of labour organizations to which the Guild is affiliated or any convention to

which the Guild nominates the Employee as a delegate on its behalf or act as members of any Guild Negotiating Committee.

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

- (f) **It is agreed that before the** Employee receives the leave of absence as set forth in Sections (d) and (e) above, the Company will be given due notice in writing by the Guild in order to replace the Employee during his absence with a competent substitute.
- (g) An Employee when returning from leave of absence shall be reinstated in no less than the same pay classification the Employee held when granted the leave of absence"  
**Should** the Company not have a vessel of his former pay class he shall receive the rate of pay of the next lower vessel group in which the Company operates a vessel.
- (h) An Employee shall be entitled to compassionate leave of up to three (3) days to attend urgent domestic affairs. Leave of more than three (3) days may be taken, subject to Company approval, if the circumstances warrant.
- (i) An Employee who is required to be available for Jury Duty, Coroner's Jury Duty, Coroner's Witness, Crown Witness, or where the Officer represents his Employer in a court action, will be paid while on such duty, provided such court action is not occasioned by the Employee's private affairs. The pay will be such as to maintain the Employee's monthly basic rate. Leave banks will be frozen during this time.
- (j) Bereavement leave with pay of up to four (4) calendar days is provided and immediate family means, in respect of any Employee, the spouse, parents, children, sisters, brothers, father-in-law and mother-in-law of the Officer, and includes any relative permanently residing in the Employee's household or with whom the Employee resides.

#### 1.19 EDUCATION AND UPGRADING

- (a) An Education Committee shall be established to foster the education and upgrading of Employees. It shall be comprised of two (2) Guild



representatives and two (2) company representatives. Its duties shall include ~~the~~ development and approval of courses which are mutually beneficial to the Company and ~~is~~ Employees. It shall promulgate rules and procedures, establish a body of precedents, adjudicate disputed applications, maintain liaison with appropriate government departments and otherwise assume responsibilities as directed by the parties ~~from~~ time to time.

The following **concepts shall** govern the payment of courses:

- (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 including **marine correspondence** upgrading courses. the employer **will** bear the costs of tuition, **books and** fees, and the Employee will contribute **his time**, in accordance with Section (c). 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.
- (b) The Company shall have the right to **limit** the selection and the number of Employees permitted to take an upgrading course at any ~~one~~ time.
  - (c)
    - (i) If an Employee runs out of leave time during attendance at an **approved** course, the Company shall loan him funds to the extent of continuing the Officer's normal **take-home pay and shall** continue benefits including Statutory Holidays under this Agreement **for** the period of the course **plus** a consecutive period of up to fourteen (14) days for the taking ~~of~~ exams.
    - (ii) If Government assistance is available, the Officer shall **apply** and if granted, the amount advanced ~~by~~ the Company during the **course** shall be reduced ~~by~~ the sum of such government **assistance**.
  - (d) At ~~the~~ completion ~~of~~ the course, an Employee shall return to work for the company until such loan is repaid. **If the** Employee fails to **do** so, the Guild will render co-operation toward recovery ~~of~~ the loan.
  - (e) 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 are three (3) or more months in length. Wage assistance shall be fifty percent (50%) of the Employee's basic rate commencing with the sixth (6th) week of the course through its completion including up to an additional two (2) weeks for the taking of exams. To be eligible an Employee shall have a minimum of three (3) years with the employer.

- (i) M.E.D. II and revalidation are covered by the terms of 1.19 (a) (iii).
- (ii) Parties agree that a Standing Committee be named pursuant to Article 1.19.

## 1.20 DUTIES

- (a)
  - (i) The Master is in command of the vessel and the duties of all crew members regardless of position come under his direct control.
  - (ii) The duties of a Deck Officer shall be primarily those of a Navigating Officer and a working supervisor of Unlicensed Crew members.
  - (iii) A Deck Officer shall not be required to perform the work of an Unlicensed Crew member except when his assistance is necessary.
- (b) Engineering Officers presently employed on vessels on which certificated Engineers are not required by the C.S.I. shall continue to be employed on these vessels (except when such vessels are laid up for lack of work) during the term of this Agreement.
- (c) The prime responsibility of an Engineer is the operation and maintenance of the engine room equipment and to maintain other Engineered systems on the vessel. Engineers shall not perform duties customarily performed by Unlicensed personnel, provided that:
  - (i) on one-Engineer vessels with less than two Deckhands or Cook/Deckhands the Engineer may be required to perform limited duties aboard the vessel other than his customary duties.
  - (ii) On vessels with two (2) Deckhands or two (2) Cook/Deckhands or where an Engineer is required by Law, such Officer shall not be subjected to limited duties on deck other than his customary duties. Such Officer may be requested by the Master to perform these limited duties and all hours so worked shall be considered as unrelated duties and compensated for at the applicable premium rate.

- (iii) In neither case (c) (i) and (ii) above **shall** an Engineer be requested to perform such duties if they interfere with his necessary engineering duties.
  - (iv) On one (1) Engineer vessels with two (2) Deckhands or two (2) **Cook/Deckhands** ~~the~~ Engineer shall normally stand the **Master's** watch.
- (d) The Company will ensure ~~that~~ engine rooms are returned to their normally clean condition after refit, overhauls **and** major repairs.

#### 1.21 DUTIES OTHER THAN AS AN OFFICER

- (a) (i) An **Officer** who performs duties such as handling cargo, gear or boomchains other than for the vessel's **own** use, shall be paid *for* each hour so worked on watch a premium of one **and half (1 1/2)** hour's straight time pay and for each hour so worked off watch a premium of two and **one half (2 1/2)** times his straight **time pay**; for example, a Class IV Mate **would** receive for such work in accordance with rates as set out in Pay Schedule "C", the following rates as of October 1, 1990.
  - On Watch - \$34.32
  - Off Watch - \$57.20

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

- (ii) **The** minimum payment *for* the **work** set out in (a) (i) **shall be** one (1) **hour** to be computed thereafter in half hour increments. It is understood that **ships'** crew customarily load **ships'** stores as **part** of their **normal** duties **on** watch. Such stores should **only** be for their own vessel and/or one other **company** vessel. If Employees **are** required to load or unload stores off watch they shall **be** paid the overtime rate.
- (iii) If the ship's **stores** are other than those described in (a) (ii), the loading and unloading of **such stores shall be paid** for as **cargo** in accordance with the provisions of (a)(i).
- (iv) An Employee not properly **trained** or certificated to load or discharge oil or **chemical** barges shall not be required to perform such work.

- (b) (i) In addition, Engineers called to **work** off the vessel, **whether on watch or off** watch repairing or maintaining other than the vessel's mechanical **equipment**, shall be considered to **be** working at **non-Officer** duties and shall **be paid** in accordance with the provisions of Section (a)(i).
- (ii) Where Deck Officers are required to **perform** maintenance or repair of **barge** equipment on or off watch, they shall be considered to be working at **Non-Officer** duties and shall be paid in accordance with the provisions of Section (a) (i) of **this Article**.
- (c) Engineers shall **be** paid in accordance with **the** provisions of Section (a) (i) for the following: Cleaning **smoke** stacks, **bilges**, oil tanks, oil separating centrifuges, boilers, **water** tanks, fish oil tanks, oil spills, rose boxes, air boxes, inlet ports, exhaust **ports** of internal combustion engines, work in confined spaces, sewage **systems** and on machinery that has **not** been allowed to cool to a reasonable temperature.
- (d) The provisions of this Article shall not **apply** when safety of life at sea is involved.

## **1.22 EMPLOYEES WORKING BY THE VESSEL**

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

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

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

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

- (b) **When an Employee who lives out of town, works by on overhaul or repairs he shall be provided with accommodation and meals. When meals are not provided a subsistence rate of thirty dollars (\$30.00) per day shall be paid on the basis of eight dollars (\$8.00) for breakfast and lunch and fourteen dollars (\$14.00) for dinner.**
- (c)
  - (i) **Where an Employee works by and the time between sailing is less than twenty-four (24) hours, he shall remain on sea days pay.**
  - (ii) **Where an Employee's vessel is tied up for 48 hours under Article 2.02 (e) and he works by during both 24 hour periods and the vessel sails before 48 hours he shall be paid sea days for both periods.**
- (d) **When an Employee works under this Article 1.22 and under the sea-day provisions in the same calendar day his total time worked for the company shall be taken into account when calculating overtime. All hours worked over eight (8) hours shall be paid at the overtime rate. In the event an Employee earns a minimum of twelve hours pay in the same day he shall be credited with one (1) sea-day and applicable leave factor. Any excess hours shall be paid out at overtime rates.**
- (e) **The rate of pay for an Employee required for overhaul work, repairs and/or overseeing overhauls shall not be less than his hourly rate.**
- (f) **Chief Engineers desirous of participating in refits shall so indicate by registering their names with their employers. The Company shall ensure that a Chief Engineer will work by the first main engine refit of a vessel subsequent to his posting to that Vessel. The requirement may be waived where the Chief Engineer has been previously employed on a Vessel with a similar engine/s or where the Company has an alternative training program available for Engineers to upgrade their skills in overhaul procedure of propulsion or auxiliary machinery. When an Engineer assigned to a Vessel does not work by during repairs or overhauls he shall be supplied prior to sailing with a list of repairs made. The Company shall ensure that a competent person who is familiar with the work done shall confer with said Engineer prior to sailing.**
- (g) **One Master and one Chief Engineer who normally work on the Vessel shall be in attendance during Steamship Inspection of life saving and fire fighting equipment.**

**1.23 CLOTHING**

- (a) The Company will provide any protective clothing or equipment required and approved by Workers' Compensation Regulations for ~~the~~ handling of specific cargo requiring same.
- (b) The Company will provide **quality** ear protectors without cost to Employees. The Employee may elect ~~either~~ headsets or earplugs provided ~~the~~ appliance ~~chosen~~ afford the **necessary** protection against noise levels to which the Employee expects to be exposed. Employees working in operating engine rooms shall wear hearing protectors. Temporary or relief Employees will **be** provided headsets **in** the event they do not have their own.
- (c) Any Employee who suffers clothing damage as a result of handling dangerous **cargo, e.g.** battery **acid, shall be** reimbursed for **reasonable** cost incurred in replacing the damaged clothing.
- (d) Upon request by **Employees**, the Company **shall** supply the following:
  - (i) Proper work **gloves**, free of charge, suitable to the work to be performed.
  - (ii) **Rain jackets and pants** - at employer's cost, to **be** recovered from the Employee.
  - (iii) Two pairs of good quality coveralls, free of charge, as may be required for the protection of the Employees **while** performing **their** duties.
  - (iv) The Employer shall provide each Employee either a safety **shoe** or caulk boot or rain jacket and pants allowance ~~of~~ eighty dollars (\$80.00) against proof of purchase. Eligibility to ~~the~~ allowance shall be renewed every twelve (12) months after it **was last paid. Where the Officer leaves the** employ ~~of~~ the Company before acquiring six (6) months service the allowance will **be deducted** from final pay.
  - (v) Strap-on caulks shall **be** supplied on vessels where necessary. **One** pair of rubber caulk boots will be supplied once a year to Employees on shift ~~vessels~~ yarding and towing. Where an Employee leaves the employ of the **Company** before acquiring six (6) months service the cost of the caulk boots will be deducted from his final pay.
  - (vi) The Company shall provide each Employee on request a D.O.T. approved floater coat. The Company **shall** issue the coats and will

replace them when necessary. An Employee who requests **in** lieu either the U-Vic style jacket or anti-exposure coveralls, shall have the first \$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 **final** pay. **New** employees are not covered on their first tour **of** duty.

- (vii) One air breathing apparatus to **be** supplied aboard each continuously operating **vessel**. The apparatus shall be equivalent to the "Robert Shaw Five Minute Device".
- (e) The employer will reimburse each Engineer for the purchase price **of** one set of personally fitted ear plugs.

## **1.24 TOWBOAT ACCOMMODATION STANDARDS**

### **A. GENERAL**

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

one of the parties.

## **B. DEFINITIONS**

### **1. New Tug Means**

- (i) A tug the keel of which is laid on or after the effective date of this Agreement.
- (ii) A tug purchased outside of the jurisdiction of the Western Branch Guild.
- (iii) A tug on which major modifications are commenced on or after the date of signing the Agreement.
- (iv) Any alterations made to vessel that has previously been classified as a new vessel must continue to comply with the terms of the new tug standards which existed at the time the vessel was classified except where mutually agreed.

### **2. Existing tug means:**

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

### **3. Continuous Operating Tug Means:**

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

### **4. Shift tug means:**

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

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

### **1. Design Standards for Sleeping rooms**

- (a) Vessels up to 50' in length between perpendiculars
  - (i) All accommodation space to be situated above the deepest water line.
  - (ii) Officers shall be accommodated in single berth rooms.



- (iii) Maximum number of persons in one sleeping room shall be **two**.
- (b) Vessels over 50' and up to 90' in length between **perpendiculars**
- (i) All accommodation **space** to be above the **deepest** waterline.
  - (ii) All sleeping rooms to be on or above **the** main **deck**.
  - (iii) Officers **shall be** accommodated in single berth **rooms**.
  - (iv) Maximum number of persons in one sleeping room **shall** be two.
  - (v) All **sleeping** rooms to be single berth rooms where practicable.
- (c) Vessels over 90' in length between perpendiculars
- (i) All **sleeping** rooms to be situated on or above **the** main **deck**.
  - (ii) All **sleeping** rooms to **be single** berth rooms.
  - (iii) All accommodation **space** to **be** situated **on** or above the main **deck, where** practicable.
  - (iv) The sleeping room for the **Chief** Engineer shall include one extra locker.
  - (v) The Chief Engineer's sleeping room on **vessels** over 120' in, **length** between perpendiculars shall in addition to the **above** provisions include one 24" x 54" **desk**, one 2 **drawer filing** cabinet and one standing book case.
- (d) Square foot area of sleeping rooms
- (i) All single berth sleeping rooms **shall have** a minimum **total** floor area of 50 square **feet**.
  - (ii) All two berth **sleeping** rooms shall have a **minimum total** floor area of 55 square feet.

Where practicable, **and space is available**, priority **shall** be **given** to increasing **the** total **floor** area in two **berth** cabins.

- (iii) Any accommodation space that **is** inadequate **by** reasonable standards **shall** not be included in the calculation of floor area
- (iv) Every sleeping room shall be constructed to provide **clear** head room of 6'6" at every point in the room which is available for free movement.
- (v) Where practicable, every **sleeping** room shall have at least one window or side light with a clear opening of **not less than 18"**.
- (vi) **Every bed shall** be fitted with a spring **filled** mattress.
- (vii) **Every bed shall be large enough** to accommodate a mattress of 6'6" in length and 2'3" in width. Where practicable, mattress width **will be** increased to 2'6".
- (viii) Every sleeping room shall be fitted with a drawer of at **least** four **(4) cubic feet capacity**.
- (e) (i) Every tug **shall** have a washing machine and **proper** facilities **for** drying clothes.
- (ii) **Every tug, of Group IV and over,** shall have a washing machine **and** proper facilities for **drying clothes**.

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

## 2. Washrooms and W.C.'s

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

- (iii) For a crew complement of 8 to 15 men there shall be two showers. For each 7 additional men there shall be an additional shower.
- (c) (i) On new vessels each Officer's room will be provided with a properly functioning wash basin.

### 3. Dining Areas

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

### 4. Insulation

#### (a) Noise

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

#### (b) Heat and Cold

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

#### D. NEW SHIFT TUGS

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

#### E. EXISTING SHIFT TUGS

- (a) (i) Where hot and cold water supply exists and **space is** available, wash basins, separate to sinks, **shall** be provided.
- (ii) Existing shower **facilities** shall be maintained in good working order.

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

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

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

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

#### Classification Factors

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

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

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

#### Vessel Groups

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

- GROUP I** Vessels that completely comply with the terms of this Section.
- GROUP II** Vessels whose existing accommodation is only slightly inferior to **the** terms of this Section and the committee agrees that minor changes shall **be made**, where practicable.
- GROUP III** Vessels whose existing accommodation is inferior to the terms of this Section, and in the opinion of the committee can **be** upgraded sufficiently to continue to operate as a continuous operating vessel for a period of one (1) year from the date of signing this Agreement. In instances where it is evident to the committee that the upgrading of such a vessel to Group II can, and will **be** undertaken, or where definite **plans** to replace such a vessel are evident, extension of the operating period beyond one (1) year will be allowed.
- GROUP IV** A vessel whose existing accommodation **is** so inferior to **the** terms of this Section that it cannot be upgraded to Group III shall not **be** employed as a continuous operating vessel.

#### G. DOZER BOATS

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

#### H. GENERAL PROVISIONS

- (i) Aerial Jacks (radio) shall be installed in Employee's quarters of new vessels and in existing vessels which undergo refit.
  - (ii) All towboats shall be furnished with all equipment necessary for storing, preparing, cooking and serving food.
- I. Bunks allocated to crew members shall only be used by crew members.

**1.25 RATES OF PAY**

- (a) **Effective October 1, 1994** the rates are as contained in Appendix "F.1".  
**Effective October 1, 1995** the rates are as contained in Appendix "F.2".  
**Effective October 1, 1996** the rates are as contained in Appendix "F.3".
- (b) When Second Mates and Third Engineers are carried on a vessel, they shall receive rates of pay which are fifty dollars (\$50.00) per month below the rates for First Mate or Second Engineer. Those officers currently working in these classifications will continue to receive a rate of pay **Eleven** dollars (\$11.00) per month below the rates for First Mate and Second Engineer.

**1.26 OVERTIME**

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

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

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



- (iii) On written request from an **Employee** his converted leave or Dart thereof in dollar value will be paid out on any of the following dates: March 1st, June 1st, September 1st and December 1st.
  - (iv) During periods of recession and high unemployment and where it is identified **that** employment preservation at times of **layoff** can be achieved via **overtime/premium** conversion to leave the Guild and Individual companies by mutual agreement shall be empowered to enact mandatory **overtime/premium** conversion to leave, providing that:
    - (i) the application is universal for all Employees,
    - (ii) the application does not exceed six (6) months,
    - (iii) the application is reviewed **on** a monthly basis,
    - (iv) the application of **this** clause shall apply to all Employees covered' by **this** Agreement.
  - (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 make up to full pay when he is on medical leave and educational leave.
- (d) The payment of overtime will not **apply** under the following exceptions:
- (i) In **the** event of an **emergency** at sea involving the safety of the **vessel** and crew.
  - (ii) When Masters are working **hours** which are covered by the flat rate payment for excessive hours set out in Article 2.05.
- (e) (i) The overtime shall be prepared in duplicate by **the** Employee and presented to the Master within forty-eight (48) hours for signature indicating both receipt of the **claim** and information that **the work** was ordered **and** performed. The duplicate copy **of** the claim shall **be** given to the 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).
- (ii) 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.

- (iii) Individual companies shall establish specific cut-off date(s) for the purposes of paying overtime and shall process and pay overtime in the pay period immediately following the date so specified.

## 1.27 MANNING

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

- (a) The crew of a commercially operated tug shall be a minimum of two (2) men.
- (b) The manning of a tug shall allow for two (2) men being available to the wheelhouse at all times the vessel is underway; this means one Deck Officer in charge and one other person who shall be under the direct control of and readily available to assist the Officer in charge. However, the duties of all crew members regardless of position shall come under the direct control of the Master.”
- (c) Whenever a crew member is required to work aboard a tow out of sight from the tug control station, he shall be supplied with a suitable communication device which will allow for immediate communication at all times and will not restrict his movements.
- (d) Every continuous operating tug shall carry at least one person who has sufficient knowledge of the engine and mechanical equipment to satisfy the Ministry of Transport requirements.

When the Master or Mate is the person referred to in this section, he shall be paid one (1) hour at the straight time rate per full day worked in addition to his basic salary for performing such engine servicing as outlined in Article 3.01 (k) and (l).

- (e) Due to sea-going conditions and the exigencies of the service, overtime work is necessary from time to time. Such overtime will be kept to a minimum and in no case barring emergencies will an Officer work more than sixteen (16) hours overtime in any consecutive seven (7) day period.
- (f) In every calendar day each crew member of a tug shall get at least eight (8) hours of rest, six (6) of which must be consecutive and unbroken. Not more than eighteen (18) hours nor less than six (6) shall elapse between such six (6) hour rest periods.
- (g) The hours of rest specified in Section (f) shall be maintained with respect

to **each** crew member who -

- (i) **transfers from** one **tug** to another,
  - (ii) changes from **one** watch to another;
  - (iii) changes from day work to watchkeeping duties;
  - (iv) changes from employment ashore to watchkeeping duties aboard a tug.
- (h) **Each** crew member must **take the** hours of **rest** to **which** he is entitled under this Article.
- (i) Hours of Rest During on Watch **Period** - **an** Employee may **be** instructed to take **hours** of **rest during** the period of his watch, at the Master's **discretion**, **given the** following conditions:
1. The vessel must **be safely secured** for a **minimum** of six (6) consecutive **hours**, and
  2. A minimum of eight (8) hours rest per calendar day (six (6) consecutive) shall be maintained, and
  3. **The watch system, (6 to 12 or 12 to 6) shall be** maintained, and
  4. **Not** less than six (6) nor more than eighteen (18) hours **shall** elapse between **rest** periods, and
  5. **He shall** not work **two** (2) off watch **periods** in a row, except immediately following **an** on watch rest period, **and**
  6. **He shall** not rest **two** (2) watch periods **in** a row, and
  7. **The rest period** must **be** uninterrupted, and
  8. Whenever possible **he shall receive** six (6) **hours** notice of taking **an** on watch rest, and
  9. **He must be given a full meal at the and of the rest period (if missed).**

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

- (j) Every tug **shall** have sufficient **crew** aboard so that **life-saving** and fire extinguishing equipment may be used simultaneously in the event of fire aboard.
- (k) Manning Disputes - **If** a dispute should arise between the parties on the manning of a **vessel**, **the** matter may be **referred** by either **party** to the arbitrator in accordance with **the** terms of the Arbitration Procedure set out in ARTICLE 1.12(B) (6).

#### **1.28 JOINT SAFETY COMMITTEE**

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

1. To review all safety issues **tabled** during Agreement negotiations, and recommend action to the **parties** as appropriate.
2. To meet monthly or at regular intervals to consider such safety matters of an industry wide character as may **be** placed on the agenda by **individual** committee members.
3. To **deal** with such **other** matters as **the** parties may **assign** from time to time.
4. The Marine Occupational Safety and Health Regulations.

#### **1.29 LIABILITY INSURANCE**

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

#### **1.30 TOUR OF DUTY**

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

#### **1.31 OTHER MARINE EMPLOYMENT**

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

## 1.32 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 for each year of service (to last day worked) with the Company as an employee.

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

## PART II CONTINUOUS OPERATING VESSELS.

### 2.01 HOURS ON DUTY

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

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

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

### 2.02 LEAVE

- (a) Section (b) of ARTICLE 1.17 shall not apply when a vessel does not enter a Canadian port within thirty (30) days of commencing a voyage. In such instances the Company will grant leave to the crew at the vessel's home port at the first opportunity.
- (b) An Employee returning from leave of more than two (2) days duration shall contact the Company by telephone forty eight (48) hours prior to expiry of his scheduled leave or as otherwise directed by the Company for confirmation of sailing time. Thereafter, the onus shall be on the Company to contact the Employee and it shall give the Employee a minimum of twenty-four (24) hours notice is given for a scheduled crew change an Employee shall have the right to refuse to join the vessel or, if he joins, shall receive a penalty payment of two (2) hours straight time pay, except where unforeseen circumstances arise which are clearly beyond the company's control.

- (c) An **Employee** shall give **twenty-four (24) hours** notice when requesting leave, except under extenuating circumstances.
- (d) One-half (1/2) day's **pay** and leave earned shall be paid to any **Employee** leaving a vessel **prior to 12:00 noon**; an **Officer** joining prior to **12:00 noon** shall receive one (1) day's pay and leave earned. One **day's pay and leave earned shall** be paid any **Employee** leaving his vessel **after 12:00 noon**. An **Employee** joining after **12:00 noon** shall be paid one-half (1/2) day's pay and leave earned. Excepted from **this** provision are those **Employees** on anniversary hour leave of 2.02 (e).

Notwithstanding the aforementioned **when** a regular crew **change occurs** one (1) hour or less after noon or midnight, **Employees** shall only be entitled to overtime payments in accordance with Article 1.26(b). Section (f) below will continue to apply where **applicable**.

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

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

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

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

## 2.03 SUBSISTENCE

- (a) Subsistence of top grade and quality shall be supplied on all vessels.
- (b) On vessels where subsistence is customarily **supplied** and where, for any **reason** other than overhaul, **subsistence** is not **supplied**, alternate

accommodations and meals shall be provided. When a vessel undergoes overhaul or is otherwise laid up while away from the home port and customary standards of accommodation and/or meals cannot be maintained, suitable accommodation and/or meals shall be provided ashore.

- (c) Meal hours for Employees covered by this Agreement shall be as follows (except provided in ARTICLE 1.27(i)):

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

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

- (d) **Penalty Meal Hours**

- (i) Where an 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 immediately following completion of the work. 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 (1/2) 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.

- (e) Night lunches shall be provided.
- (f) Sufficient clean bedding, linen and towels shall be supplied to all Employees and kept clean. Linen and towel supply shall allow for a change at least every seven (7) days. In the event of such bedding, linen or towels being lost or destroyed, the party responsible shall replace same or have the equivalent value deducted from his pay. All bedding, linen and towels will be of a quality standard.

**2.04 TRAVEL AND TRANSFERS**

- (a) For the purposes of this Article, the home port of an Employee and the home port of the vessel aboard which he is regularly employed shall be one and the same, provided that at the date of entering this Agreement, his home port shall be the port which has normally been regarded as the home port of the Employee.
- (b) When an Employee is dispatched to or discharged from a vessel away from his home port the Company will provide travel insurance of \$200,000.00 for each Employee and will be responsible for his transportation, wages and board and lodging costs until such time as he is returned to his home port.
- (c) In the event that it becomes necessary to change the home port of a vessel on a permanent basis (eg. Victoria Vancouver transfer), an Employee who has been regularly employed on the vessel may be requested to transfer to the new home port, in which case the Company shall be responsible for all reasonable costs incurred in moving and relocating his family and belongings. In the event that the Employee chooses not to move he shall have the option of:
  - (i) remaining with the vessel and bearing his own transportation, travel, board and lodging costs (if any), or
  - (ii) Exercising his rights of seniority under Article 1.13 (d)

**2.05 PAYMENT FOR EXCESSIVE HOURS**

- (a) A Master of a continuous operating vessel normally works limited amount of incidental overtime while his vessel is at sea, related to traffic conditions, weather hazards, or the navigation of difficult tidal conditions, for which he shall be compensated by a monthly payment of \$250.00 effective October 1st, 1995 and \$300.00 effective October 1st, 1996 in recognition of actual hours worked. This payment will constitute remuneration for the number of hours determined by the following formula:

$$\frac{\text{_____} \$250.00 \text{_____}}{\text{overtime rate for the Master concerned}} = \text{hours rounded to the whole number}$$

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



All time worked under this Article shall be **calculated** in minimum **increments** of one half (1/2) hour.

- (b) Flat Rate Calculation - A standard system of calculating the **flat** rate for the excessive **hours** shall be adopted, namely

Monthly Rate x 12 (months) = Rate per calendar day **365 for 365** each **day** in the employ of the company excepting when in receipt of Workers' Compensation, welfare payments, **while** on **vacation** or while on "**leave of absence**".

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

## 2.06 SECURITY WATCHES

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

## 2.07 RADAR EQUIPMENT

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

## PART III SHIFT TUGS

### 3.01 SHIFT TUGS

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

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

- (b) An Employee **when** employed on **a shift tug shall report to a** designated place known as the "home dock" at **shift starting time**. **If the** Employee does not return **to the "home dock"** at the end of his shift, the Company will

provide him with transportation back to the "home dock". Company to provide travel insurance as under 2.04 (b) for each Employee when travelling on company business. The overtime rate shall be paid for 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. In the latter case the closest **possible** dock to the home dock shall be utilized.

- (c) The **shift** starting times shall be constant on all tugs and any change in shift starting **times** shall require seven (7) calendar days notice provided that where tidal problems are experienced in a river operation shift starting **times** may be altered by agreement between the parties in accord with the Memorandum of Understanding. Employees working in accordance with the progressive tide work day concept, shall receive an additional one (1) hour's straight time **pay** for each shift so **worked**.
- (d) There **shall** be seven (7) calendar days notice of intent to change from an eight (8) hour shift to a **twelve** (12) hours **shift, or** vice versa.
- (e) There shall be no crew change between 2400 hours and 0600 hours except for emergencies such as injuries **or** illness.
- (f) In the event that it **is** necessary to cancel a regular shift, at least eight (8) hours notice of cancellation shall be **given** for the day shift and six (6) hours notice for the afternoon and night shifts unless unforeseen circumstances **clearly** beyond the control of the Company prevent such notice. If notice **is** not given, the Employees involved shall receive four (4) hours pay at straight time. An employee whose shift is cancelled has the right to decline a call out under (g) of this Article during the period of his cancelled shift.
- (g) 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 callout is within two (2) hours of **his** regular shift starting time and he continues working into his regular **shift**, his pay for the call-out shall be two (2) hours at the regular overtime rate. For call-outs, Employees will be informed of the specific job(s) to be performed when called by **the** Company.
- (h) An Employee required to work two (2) hours or more beyond his regular shift shall be e paid a meal allowance of twelve dollars and fifty cents (\$12.50). Where an Officer is required to commence **his** shift two(2) or more hours before his regular starting time, **he shall receive** the meal allowance.

Further, where an Employee works ~~ten~~ (10) hours or more on an eight (8) hours shift or fourteen (14) hours or more on a twelve (12) ~~hour~~ shift, he shall receive the ~~meal~~ allowance.

- (i) When an Employee on a shift tug is required to work from a ~~regular~~ shift into overtime, a minimum rest period of not less than nine (9) consecutive hours free of the ~~vessel~~ shall be allowed before he returns to work. ~~If~~ by taking a rest period ~~he~~ commences work later than the normal starting time of the ~~shift~~ following ~~he~~ shall receive a normal day's pay ~~for~~ that shift.
- (j) A subsistence allowance ~~shall~~ be paid ~~employees~~ at the rate of two hundred dollars and seven cents (\$200.07) per month effective October 1, 1990. In addition tea, coffee, sugar, canned milk, hot chocolate and coffee ~~mate~~ shall be supplied by the Company.

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

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

Flat rate payments shall be made once each month whether an 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.

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

- (k) If no Engineer is carried and the Master or other Employee ~~services~~ the engine he shall be paid one half (1/2) hour at his straight time hourly rate per shift worked over and above the rates of salaries and wages contained in this Agreement. The Master m  
to service the engines is competent to perform the duties.

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

## SERVICING DUTIES

## Operational Checks:

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

- (l) Servicing of Main **and** Auxiliary Engines - A Master or non-engineering employee shall not be required to:

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

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

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

NOTE: The notice requirements referred to in this Article may be met either

by **verbal** or written communication to the Employee concerned.

**3.02 EIGHT HOUR SHIFT**

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

**3.03 TWELVE HOUR SHIFT TUGS**

- (a) On twelve (12) hour shift tugs, Employees **shall be employed on a monthly pay and leave basis.**
- (b) No twelve (12) hour shift tugs shall be dispatched to work in **excess** of twelve (12) hours. Should adverse conditions arise **shortly** before the **end** of a shift which necessitate working longer than twelve (12) hours, overtime **shall** be paid for according to the provisions of ARTICLE 1.26.

**PART IV**

**4.01 SHIPS OTHER THAN TUGS**

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

**4.02 TERM OF AGREEMENT**

This Agreement **shall be** effective from October 1, 1994 and **shall remain** in effect until September 30th, 1997—and thereafter from year to year subject to four (4) month's notice **in writing of** desire to revise, amend or terminate same. **Such** notice may **be** given any time after May 31, 1997. After **such** notice has been given, specific proposals (if any) must be submitted and negotiations commenced within ten (10) days of the date of notice.

**4.03 EFFECTIVE DATES**

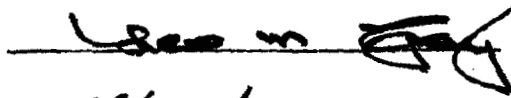
The effective dates of all new and/or amended provisions of this Agreement shall be in accordance with the terms of the Memorandum of Agreement which resulted in this Agreement.

**4.04 UNION DISPATCH HALL FEE**

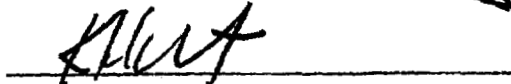
The Company agrees to pay to the Guild the agreed Hiring Hall Fee of eighty cents (\$0.80) effective date of signing and eighty-five cents (\$0.85) effective October 1st, 1996 each day for each Officer in its employ.

EXECUTED ON BEHALF OF  
SEA-LINK MARINE SERVICES LTD.

EXECUTED ON BEHALF OF  
CANADIAN MERCHANT SERVICE GUILD



\_\_\_\_\_



DATED AT VANCOUVER, BC THIS 10 DAY OF June 1996

## APPENDIX "A"

### A. NOISE ABATEMENT PROGRAM

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

#### (a) NOISE LEVEL READINGS

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

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

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

**Noise level readings shall be taken as follows:**

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

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

**(c) PROGRESS REPORTS**

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

**(d) AUDIOMETRIC TESTING**

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

**(e) HEARING PROTECTION**

On vessels where there exists steady state and impact noise considered excessive, 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 Transport Canada Coast Guard STANDARDS RESPECTING NOISE CONTROL AND HEARING PROTECTION IN CANADIAN TOWBOATS OVER 15 TONS, GROSS TONNAGE, subject to the Marine Occupational Safety and Health Regulations.

**(f) MEETINGS**

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

**(g) COMMITTEE**

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



APPENDIX "B"

LETTER OF UNDERSTANDING

**B. PAYROLL PROCEDURES**

Canadian Merchant ~~Service~~ Guild  
230 West Broadway  
Vancouver, BC

Attention: **Leo M. Gray**

Dear Sir:

**Payroll Procedures**

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

1. Pay - The Company will continue to pay its' employees in ~~the~~ current manner, for ~~the~~ duration of ~~the~~ Agreement.
2. **Lay Day Positions** - When wage increments, provided for in the wage schedule are ~~effected, the~~ employee's layday position will be determined by the amount of dollars (~~plus~~ or minus) in his lay day account divided by his new daily pay rate.
3. Transfers - **Eight** (8) Hour/~~Twelve~~ (12) Hour.

Where a transfer occurs ~~between~~ eight (8) hour and ~~twelve~~ (12) hour tugs, pay shall be ~~pro-rated~~ on ~~the~~ basis of days actually worked on each, allowance being ~~made~~ for leave time earned:

Twelve (12) hour tugs - 1.17 (j) and rates per calendar **day** must be referred to.

**Eight** (8) hour tugs - 3.02 (a) and (b) and rates per calendar **day** must be referred to.

4. **Pay Statements** - All Officers shall be supplied with a payroll **statement** at ~~the~~ end of ~~each~~ pay period. **Such** pay **statement** shall clearly indicate:

- (a) Days worked and rate paid.
  - (b) The number of leave days earned during the period.
  - (c) The number of days carried over from the previous period.
  - (d) The balance of days at the end of the pay period.
  - (e) The amount of annual holiday credits earned during the period and the total accrual to date.
  - (f) Statutory holiday pay.
  - (g) Earnings pertaining to "Duties Other Than As An Officer".
  - (h) Earnings pertaining to "Officers Working by the Vessel" Article.
  - (i) Overtime
  - (j) Subsistence, engine servicing.
  - (k) Other.
  - (l) Gross Earnings.
  - (m) Deductions
  - (n) Net earnings.
5. Upon request by an employee his converted overtime to leave will be shown on his pay statement.
6. Any proposed change in payroll procedures will be by mutual agreement between the parties.

Yours sincerely

Peter Brown  
President  
Sea-Link Marine Services Ltd.

**APPENDIX "C"**

**LETTER OF UNDERSTANDING**

**C. BAREBOAT CHARTERS**

Canadian Merchant Service Guild  
230 West Broadway  
Vancouver, BC

Attention: Leo M. Gray

**Dear Sir:**

**Bareboat** Charters - Claims Involving Third Parties .

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

**APPENDIX "D"**

**LETTER OF UNDERSTANDING**

**D. REASONABLE COSTS**

**Canadian Merchant Service Guild  
230 West Broadway  
Vancouver, BC**

**Attention: Leo M. Gray**

**Dear Sir.**

**ARTICLE 2.04 - "Reasonable Costs"**

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

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

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

APPENDIX "E"

E C.P.R. OPERATIONS

LETTER OF UNDERSTANDING

BETWEEN:

SEA-LINK MARINE SERVICES LTD.

AND THE

CANADIAN MERCHANT SERVICE GUILD

The Articles from the Collective Agreement listed below are hereby modified as contained in this Letter. They are as follows:

ARTICLE 1.16 (e):

When the tug "ARCTIC TAGLU" and barge "LINK 100" are being operated as a unit for Sea-Link's C.P.R. contract it is accepted that the crew will be required to work December 24th to complete the trip commencing December 23rd. This will not give rise to any penalties and that crew being granted December 31st, January 1st and 2nd as alternate days off.

ARTICLE 1.16 (f):

Due to the modification to Article 1.16 (e) this clause will not be in effect for C.P.R. trips.

ARTICLE 1.17 (j):

Due to the number of trips per year provided in Sea-Link's C.P.R. Contract and the trip times it is hereby agreed that the shifts shall be thirteen (13) hours. To compensate for the additional hour the method of calculating leave shall be 1.42 days leave earned for each shift worked, and Class 9 wage rates will be paid.

ARTICLE 1.21:

All provisions of this Article are suspended while the tug "ARCTIC TAGLU" and barge "LINK 100" are being operated as a unit and the higher rates of pay are in effect under Article 1.25 as contained below.

ARTICLE 1.22 (f) and (g):

These **Clauses** are **suspended** as the available maintenance time is **only** on weekends **and** holidays because of Sea-Link's C.P.R. schedule.

ARTICLE 1.25:

It **is** hereby agreed as follows:

1. When **the** tug "ARCTICTAGLU" is **pushing/towing the barge "LINK 100"** the wage rates, for **the** licenced personnel **shall be the Class 9** wage rates as contained **in the C.M.C./Guild Agreement** and the non-certified rates shall **be adjusted upwards by eight percent (8%)**.
2. When the tug "ARCTICTAGLU" **is not pushing/towing** the barge "LINK 100" standard **Class 6** wage rates **and** the regular non-certified rates shall prevail and all other provisions of this Agreement **excluded** under this LETTER OF UNDERSTANDING shall be in effect.

ARTICLE 1.26 (b):

Due to the nature of **C.P.R.'s** schedule **requirements** overtime **shall** be calculated at a minimum of **one half (1/2)** hour and in one half (1/2) hour increments thereafter.

ARTICLE 1.26 (c):

Due to the limited number of **trips** available for **Sea-Link's C.P.R.** operation, **all** Employees **shall** convert overtime into leave.

ARTICLE 1.26 (d) (ii):

**All** provisions of this Article are suspended while the **tug "ARCTIC TAGLU"** and barge "LINK 100" are **being** operated as a **unit** and **the** higher rates of pay are **in** effect under Article 1.25 above.

ARTICLE 1.27 (d):

**All** provisions of this Article are **suspended** while **the tug "ARCTIC TAGLU"** and barge "LINK 100" **are** being operated as a **unit** and **the** higher rates of pay are in effect under Article 1.25 above.

**ARTICLE 2.05 (a) & (b):**

All provisions of this Article are suspended **while** the tug "ARCTIC TAGLU" and barge "LINK 100" are **being** operated as a **unit** and the higher rates of **pay** are in effect under Article 1.25 above.

**ARTICLE 3.01 (a):**

Add **after**: "12 consecutive hours, or 13 consecutive hours as per the modification to Article 1.17 (j) of this Letter, provided **that** - "off shift hours".

**ARTICLE 3.01 (g):**

**Officers** may **be called** to **operate** the vessel for 'harbour' trips. In **this** event the pay shall be a **minimum of six (6) hours straight time pay**.

**ARTICLE 3.01 (h):**

This Article is **hereby** suspended as **Sea-Link** provides suitable food **aboard** the tug at **all** times.

**ARTICLE 3.01 (j):**

This Article is **hereby** suspended as **Sea-Link** provides **suitable** food **aboard** the tug **all** times.

**ARTICLE 3.01 (k):**

All **provisions** of this **Article** are suspended while the tug "ARCTIC TAGLU" and barge "LINK 100" are **being operated** as a unit and the higher **rates of pay** are in effect under Article 1.25 as noted above.

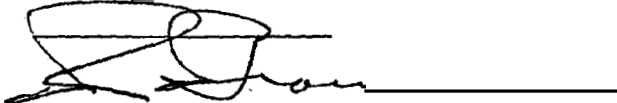
**ARTICLE 3.03 (a):**

On a 13 hour shift tug, **Officers** shall **be employed** on a monthly pay and leave basis.

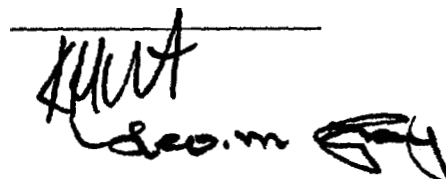
**ARTICLE 3.03 (b):**

**Change 12 hours to 13 hours.**

SEA-LINK MARINE SERVICES LTD.



CANADIAN MERCHANT SERVICE GUILD



F.1

**WAGE RATES**

**APPENDIX "F.1"**

**WAGE RATES EFFECTIVE OCTOBER 1, 1994**

	OCT. 1/93 MONTHLY BASIC	.....OCTOBER 1, 1995..... MONTHLY BASIC	CALENDAR DAY	PAY FOR LEAVE	EARN.PER DAYWORKED	RATE PER HOUR	TIME AND ONE HALF	DOUBLE TIME
<b>MASTERS:</b>								
Group 2	4238.41	<b>4365.56</b>	143.51	177.95	<b>321.46</b>	26.79	40.19	<b>53.58</b>
3	4373.98	4545.29	148.10	183.64	<b>331.74</b>	<b>27.65</b>	41.48	<b>55.30</b>
4	4521.71	<b>4657.36</b>	153.10	189.84	<b>342.94</b>	<b>28.58</b>	42.87	57.16
5	4674.68	4814.92	<b>158.28</b>	196.27	354.55	<b>29.55</b>	<b>44.33</b>	<b>59.10</b>
6	4827.71	4972.54	163.46	202.69	366.15	30.51	45.77	61.02
	5135.88	<b>5289.96</b>	173.90	<b>215.64</b>	<b>389.54</b>	<b>32.46</b>	<b>48.68</b>	<b>64.92</b>
7	4980.72	5130.14	<b>168.64</b>	<b>209.11</b>	<b>377.75</b>	31.48	<b>47.22</b>	<b>62.96</b>
	5288.87	<b>5447.54</b>	179.08	<b>222.06</b>	401.14	33.43	<b>50.15</b>	<b>66.86</b>
8	5137.85	5291.99	<b>173.96</b>	215.71	389.67	32.47	48.71	64.94
	<b>5446.00</b>	<b>5609.38</b>	184.40	<b>228.66</b>	413.06	34.42	51.63	<b>68.84</b>
9	5290.87	<b>5449.60</b>	179.15	222.15	401.30	33.44	50.16	66.88
	5599.04	5767.01	189.58	235.08	424.66	35.39	53.09	70.78
Commodore/Regent	5443.89	5607.21	184.33	228.57	412.90	34.41	51.62	68.82
	5752.06	<b>5924.62</b>	<b>194.76</b>	<b>241.50</b>	<b>436.26</b>	<b>36.36</b>	54.54	<b>72.72</b>
Monarch/Brave	5741.82	5914.07	194.41	241.07	<b>435.48</b>	36.29	<b>54.44</b>	<b>72.58</b>
	6049.96	<b>6231.46</b>	204.85	254.01	458.86	<b>38.24</b>	57.36	<b>76.48</b>

NOTE:

**2nd Rates are for Non-Watchkeepers**



OCT.1/93.....OCTOBER 1, 1994.....

	MONTHLY BASIC	MONTHLY BASIC	CALENDAR DAY	PAY FOR LEAVE	EARN.PER DAYWORKED	RATE PER HOUR	TIME AND ONEHALF	DOUBLE TIME
Chief Engineers:								
Groups 2	4095.03	4217.88	138.65	171.93	310.58	25.88	38.82	51.76
3	4230.14	4357.04	143.23	177.61	320.84	26.74	40.11	53.48
4	4373.98	4545.29	148.10	183.64	331.74	27.65	41.48	55.30
5	4521.71	4657.36	153.10	189.84	342.94	28.58	42.87	57.16
6	4674.68	4814.92	158.28	196.27	354.55	29.55	44.33	59.10
7	4827.71	4972.54	163.46	202.69	366.15	30.51	45.77	61.02
8	4980.72	5130.14	168.64	209.11	377.75	31.48	47.22	62.96
9	5137.85	5291.99	173.96	215.71	389.67	32.47	48.71	64.94
Commodore/Regent	5294.96	5453.81	179.28	222.31	401.59	33.47	50.21	66.94
	5603.14	5771.23	189.72	235.25	424.97	35.41	53.12	70.82
Monarch/Brave	5593.99	5761.81	189.41	234.87	424.28	35.36	53.04	70.72
	5902.18	6079.25	199.84	247.80	447.64	37.30	55.95	74.60

OCT.1/93.....OCTOBER 1, 1994.....

	MONTHLY BASIC	MONTHLY BASIC	CALENDAR DAY	PAY FOR LEAVE	EARN.PER DAYWORKED	RATE PER HOUR	TIME AND ONEHALF	DOUBLE TIME
Mates & 2nd Engineer								
Group 2	3789.82	3903.51	128.32	159.12	287.44	23.95	35.93	47.90
3	3852.43	3968.00	130.44	161.75	292.19	24.35	36.53	48.70
4	3917.72	4035.25	132.65	164.49	297.14	24.76	37.14	49.52
5	3992.05	4111.81	135.17	167.61	302.78	25.23	37.85	50.46
6	4078.31	4200.66	138.09	171.23	309.32	25.78	38.67	51.56
7	4174.64	4299.88	141.35	175.27	316.62	26.39	39.59	52.78
8	4271.04	4399.17	144.61	179.32	323.93	26.99	40.49	53.98
9	4365.00	4495.95	147.80	183.27	331.07	27.59	41.39	55.18
Commodore/Regent	4464.20	4598.13	151.15	187.43	338.58	28.22	42.33	56.44
Monarch/Brave	4575.68	4712.95	154.93	192.11	347.04	28.92	43.38	57.84

7

	OCT. 1/93 MONTHLY BASIC	.....OCTOBER 1, 1994..... MONTHLY BASIC	CALENDAR DAY	PAY FOR LEAVE	EARN.PER DAY WORKED	RATE PER HOUR	TIME AND ONE HALF	DOUBLE TIME
<b>2nd Mates &amp; 3rd Engineers:</b>								
Group 2	3778.82	3892.18	127.95	158.66	286.61	23.88	35.49	47.76
3	3841.43	3956.67	130.07	161.29	291.36	24.28	36.42	48.56
4	3906.72	4023.92	132.28	164.03	296.31	24.69	37.04	49.38
5	3981.05	4100.48	134.80	167.15	301.95	25.16	37.74	50.32
6	4067.31	4189.33	137.72	170.77	308.49	25.71	38.57	51.42
7	4163.64	4288.55	140.98	174.82	315.80	26.32	39.48	52.64
8	4260.04	4387.84	144.24	178.86	323.10	26.93	40.40	53.86
9	4354.00	4484.62	147.42	182.80	330.22	27.52	41.28	55.04
Commodore/Regent	4453.20	4586.80	150.78	186.97	337.75	28.15	42.23	56.30
Monarch/Brave	4564.68	4701.62	154.56	191.65	346.21	28.85	43.28	57.70

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

	OCT.1/93..... MONTHLY BASIC	.....OCTOBER 1, 1994 .....	MONTHLY BASIC	CALENDAR DAY	PAY FOR LEAVE	EARN.PER DAY WORKED	RATE PER HOUR	TIME AND ONE HALF	DOUBLE TIME
<b>NON-CERTIFICATED MATES &amp; 2ND ENGINEERS</b>									
Group 2	3686.89	3797.50	124.84	154.80	279.64	23.30	34.95	46.60	
3	3749.48	3861.92	126.95	157.42	284.37	23.70	35.55	47.40	
4	3814.7%	3929.22	129.17	160.17	289.34	24.11	36.17	48.22	
5	3889.09	4005.76	131.68	163.28	294.96	24.58	36.87	49.16	
6	4006.26	4126.45	135.65	168.21	303.86	25.32	37.98	50.64	
7	4071.70	4193.85	137.86	170.95	308.81	25.73	38.60	51.46	
8	4168.10	4293.14	141.13	175.00	316.13	26.34	39.51	52.68	
9	4262.04	4389.90	144.31	178.94	323.25	26.94	40.41	53.88	

	OCT. 1/93 MONTHLY BASIC	.....OCTOBER 1, 1994..... MONTHLY BASIC	CALENDAR DAY	FAY FOR LEAVE	EARN.PER DAY WORKED	RATE PER HOUR	TIME AND ONE HALF	DOUBLE TIME
<b>NEW HIRES IN POSITION OF 2ND MATE, 3RD ENGINEER:</b>								
Group 2	3739.82	3852.01	126.63	157.02	283.65	23.64	35.46	47.28
3	3802.43	3916.50	128.75	159.65	288.40	24.03	36.05	48.06
4	3867.72	3983.75	130.96	162.39	293.35	24.45	36.68	48.90
5	3942.05	4060.31	133.48	165.52	299.00	24.92	37.38	49.84
6	4028.31	4149.16	136.40	169.14	305.54	25.46	38.19	50.92
7	4124.64	4248.38	139.66	173.18	312.84	26.07	39.11	52.14
8	4221.04	4347.67	142.92	177.22	320.14	26.68	40.02	53.36
9	4315.00	4444.45	146.10	181.16	327.26	27.27	40.91	54.54
Commodore/Regent	4414.20	4546.63	149.46	185.33	334.79	27.90	41.85	55.80
Monarch/Brave	4525.68	4661.45	153.24	190.02	343.26	28.61	42.92	57.22

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

**8 HOUR PERSONNEL  
MASTER**

Group 2	4238.41	4365.56			214.32	26.79	40.19	53.58
3	4373.98	4505.20			221.12	27.64	41.46	55.28
4	4521.70	4657.35			228.64	28.58	42.87	57.16
5	4674.68	4814.92			236.32	29.54	44.31	59.08
<b>MATE:</b>								
Group 2	3789.82	3903.51			191.60	23.95	35.93	47.90
3	3852.43	3968.00			194.80	24.35	36.53	48.70
4	3917.72	4035.25			198.08	24.76	37.14	49.52
5	3992.05	4111.81			201.84	25.23	37.85	50.46

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

NON-CERTIFIED RATES

	.....OCTOBER 1, 1994.....						
	MONTHLY BASIC	CALENDAR DAY	PAY FOR LEAVE	EARN.PER DAYWORKED	RATE PER HOUR	TIME AND ONE HALF	DOUBLE TIME
Deckhand:	3,359.28	110.30	136.93	247.23	20.60	30.90	41.20
Deckhand (Shift Tug):	3,412.29	112.17	139.09	251.26	20.94	31.41	41.88
Cook:	3,438.00	113.02	140.14	253.16	21.10	31.65	42.20
Cook-Deckhand:	3,456.39	113.62	140.89	254.51	21.21	31.82	42.42

F.2

WAGE RATES

APPENDIX "F.2"

WAGE RATES EFFECTIVE OCTOBER 1, 1995

	OCT. 1/94 MONTHLY BASIC	.....OCTOBER 1, 1995..... MONTHLY BASIC	CALENDAR DAY	PAY FOR LEAVE	EARN.PER DAY WORKED	RATE PER HOUR	TIME AND ONE HALF	DOUBLE TIME
<b>MASTERS:</b>								
Group 2	4365.56	4496.53	147.81	183.28	331.09	27.59	41.39	55.18
3	4545.29	4640.36	152.54	189.15	341.69	28.47	42.71	56.94
4	4657.36	4797.08	157.69	195.54	353.23	29.44	44.16	58.88
5	4814.92	4959.37	163.03	202.16	365.19	30.43	45.65	60.86
6	4972.54	5121.72	168.37	208.78	377.15	31.43	47.15	62.86
	5289.96	5448.66	179.11	222.10	401.21	33.43	50.15	66.86
7	5130.14	5284.05	173.70	215.39	389.09	32.42	48.63	64.84
	5447.54	5610.96	184.45	228.72	413.17	34.43	51.65	68.86
8	5291.99	5450.75	179.18	222.19	401.36	33.45	50.18	66.90
	5609.38	5777.66	189.93	235.51	425.44	35.45	53.18	70.90
9	5449.60	5613.08	184.52	228.80	413.32	34.44	51.66	68.88
	5767.01	5940.02	195.27	242.13	437.40	36.45	54.68	72.90
Commodore/Regent	5607.21	5775.42	189.86	235.43	425.29	35.44	53.16	70.88
	5924.62	6102.36	200.60	248.74	449.34	37.45	56.18	74.90
Monarch/Brave	5914.07	6091.50	200.25	248.31	448.56	37.38	56.07	74.76
	6231.46	6418.40	210.99	261.63	472.62	39.39	59.09	78.78

NOTE:

2nd Rates are for Non-Watchkeepers

OCT. 1/94.....OCTOBER 1, 1995.....

	MONTHLY BASIC	MONTHLY BASIC	CALENDAR DAY	PAY FOR LEAVE	EARN.PER DAYWORKED	RATE PER HOUR	TIME AND ONEHALF	DOUBLE TIME
<b>Chief Engineers:</b>								
Groups 2	<b>4217.88</b>	4344.42	142.81	<b>177.08</b>	319.89	26.66	39.99	<b>53.32</b>
3	4357.04	4487.76	147.53	<b>182.94</b>	<b>330.47</b>	<b>27.54</b>	41.31	<b>55.08</b>
4	<b>4545.29</b>	4640.36	<b>152.54</b>	<b>189.15</b>	341.69	28.47	42.71	<b>56.94</b>
5	4657.36	4797.08	157.69	<b>195.54</b>	<b>353.23</b>	<b>29.44</b>	<b>44.16</b>	<b>58.88</b>
6	4814.92	<b>4959.37</b>	163.03	202.16	365.19	<b>30.43</b>	<b>45.65</b>	<b>60.86</b>
7	<b>4972.54</b>	5121.72	168.37	208.78	<b>377.15</b>	<b>31.43</b>	47.15	62.86
8	5130.14	<b>5284.05</b>	173.70	215.39	<b>389.09</b>	<b>32.42</b>	<b>48.63</b>	64.84
9	<b>5291.99</b>	<b>5450.75</b>	179.18	222.18	401.36	<b>33.45</b>	50.18	<b>66.90</b>
Commodore/Regent	5453.81	5617.42	184.66	<b>228.98</b>	413.64	<b>34.47</b>	<b>51.71</b>	<b>68.94</b>
	<b>5771.23</b>	5944.37	195.41	242.31	437.72	36.48	<b>54.72</b>	<b>72.96</b>
Monarch/Brave	5761.81	5934.66	195.09	241.91	<b>437.00</b>	36.42	<b>54.63</b>	<b>72.84</b>
	<b>6079.25</b>	<b>6261.62</b>	<b>205.84</b>	255.24	<b>461.08</b>	<b>38.42</b>	<b>57.63</b>	76.84

OCT. 1/94.....OCTOBER 1, 1995.....

	MONTHLY BASIC	MONTHLY BASIC	CALENDAR DAY	PAY FOR LEAVE	EARN.PER DAYWORKED	RATE PER HOUR	TIME AND ONEHALF	DOUBLE TIME
<b>Mates &amp; 2nd Engineer</b>								
Group 2	3903.51	<b>4020.62</b>	<b>132.17</b>	<b>163.89</b>	<b>296.06</b>	<b>24.67</b>	37.01	<b>49.34</b>
3	3968.00	<b>4087.04</b>	<b>134.35</b>	<b>166.59</b>	<b>300.94</b>	<b>25.08</b>	<b>37.62</b>	<b>50.16</b>
4	<b>4035.25</b>	4156.31	136.63	169.42	306.05	<b>25.50</b>	<b>38.25</b>	<b>51.00</b>
5	4111.81	<b>4235.17</b>	<b>139.22</b>	172.63	311.85	25.99	<b>38.99</b>	51.98
6	4200.66	<b>4326.68</b>	<b>142.23</b>	176.37	<b>318.60</b>	<b>26.55</b>	<b>39.83</b>	<b>53.1a</b>
7	<b>4299.88</b>	<b>4428.88</b>	145.59	<b>180.53</b>	326.12	27.18	40.77	<b>54.36</b>
a	4399.17	<b>4531.15</b>	148.95	184.70	<b>333.65</b>	<b>27.80</b>	41.70	<b>55.60</b>
9	<b>4495.95</b>	<b>4630.83</b>	152.23	188.77	<b>341.00</b>	28.42	<b>42.63</b>	<b>56.84</b>
Commodore/Regent	4598.13	4736.07	155.69	193.06	348.75	<b>29.06</b>	<b>43.59</b>	58.12
Monarch/Brave	<b>4712.95</b>	4854.34	<b>159.58</b>	<b>197.88</b>	357.46	29.79	<b>44.69</b>	<b>59.58</b>

	OCT. 1/94 MONTHLY BASIC	.....OCTOBER 1, 1995 .....	MONTHLY BASIC	CALENDAR DAY	PAY FOR LEAVE	EARN.PER DAYWORKED	RATE PER HOUR	TIME AND ONE HALF	DOUBLE TIME
<b>2nd Mates &amp; 3rd Engineers:</b>									
Group 2	3892.18		<b>4008.95</b>	131.79	163.42	295.21	24.60	36.90	49.20
3	3956.67		4075.37	133.97	<b>166.12</b>	300.09	25.01	37.52	50.02
4	<b>4023.92</b>		<b>4144.64</b>	136.25	168.95	305.20	<b>25.43</b>	38.15	50.86
5	4100.48		4223.50	138.84	<b>172.16</b>	311.00	25.92	38.88	51.84
6	4189.33		4315.01	141.85	175.89	<b>317.74</b>	26.48	39.72	52.96
7	4288.55		4417.21	145.21	<b>180.06</b>	325.27	27.11	40.67	54.22
8	4387.84		4519.48	148.57	184.23	<b>332.80</b>	27.73	41.60	55.46
9	<b>4484.62</b>		4619.16	151.85	188.29	340.14	28.35	42.53	56.70
Commodore/Regent	<b>4586.80</b>		4724.40	155.31	192.58	<b>347.89</b>	28.99	43.49	57.98
Monarch/Brave	4701.62		4842.67	159.19	<b>197.40</b>	<b>356.59</b>	29.72	44.58	59.44

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

	OCT. 1/94.....	.....OCTOBER 1, 1995 .....	MONTHLY BASIC	MONTHLY BASIC	CALENDAR DAY	PAY FOR LEAVE	EARN.PER DAYWORKED	RATE PER HOUR	TIME AND ONE HALF	DOUBLE TIME
<b>NON-CERTIFICATED MATES &amp; 2ND ENGINEERS</b>										
Group 2			3797.50	3911.42	128.58	159.44	288.02	24.00	36.00	48.00
3			3861.96	3977.82	<b>130.76</b>	162.14	292.90	24.41	36.62	48.82
4			<b>3929.22</b>	4074.10	133.93	166.07	300.00	25.00	37.50	50.00
5			4005.76	4125.94	<b>135.63</b>	168.18	303.81	25.32	37.98	50.64
6			<b>4126.45</b>	<b>4250.24</b>	139.72	173.25	<b>312.97</b>	26.08	39.12	52.16
7			<b>4193.85</b>	4319.67	142.00	176.08	318.08	26.51	39.77	53.02
8			4293.14	4421.94	<b>145.36</b>	180.25	325.61	27.13	40.70	54.26
9			<b>4389.90</b>	4521.60	148.64	184.31	<b>332.95</b>	27.75	41.63	55.50

	OCT. 1/94 MONTHLY BASIC	.....OCTOBER 1, 1995..... MONTHLY BASIC	CALENDAR DAY	PAY FOR LEAVE	EARN.PER DAY WORKED	RATE PER HOUR	TIME AND ONE HALF	DOUBLE TIME
<b>NEW HIRES IN POSITION OF</b>								
<b><u>2ND MATE. 3RD ENGINEER:</u></b>								
Group 2	3852.01	3967.58	130.43	161.73	292.16	24.35	36.53	48.70
3	3916.50	4034.00	132.61	164.44	297.05	24.75	37.13	49.50
4	3983.75	4103.26	134.89	167.26	302.15	25.18	37.77	50.36
5	4060.31	4182.12	137.48	170.48	307.96	25.66	38.49	51.32
6	4149.16	4273.63	140.49	174.21	314.70	26.23	39.36	52.46
7	4248.38	4375.83	143.85	178.37	322.22	26.85	40.28	53.70
8	4347.67	4478.10	147.21	182.54	329.75	27.48	41.22	54.96
9	4444.45	4577.78	150.49	186.61	337.10	28.09	42.14	56.18
Commodore/Regent	4546.63	4683.02	153.95	190.90	344.85	28.74	43.11	57.48
Monarch/Brave	4661.45	4801.29	157.83	195.71	353.54	29.46	44.19	58.92

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

**8 HOUR PERSONNEL**  
**MASTER**

Group 2	4365.56	4496.53			220.72	27.59	41.39	55.18
3	4505.20	4640.36			227.76	28.47	42.71	56.94
4	4657.35	4797.08			235.52	29.44	44.16	58.88
5	4814.92	4959.37			243.44	30.43	45.65	60.86
<b><u>MATE:</u></b>								
Group 2	3903.51	4020.62			197.63	24.67	37.01	49.34
3	3968.00	4087.04			200.64	25.08	37.62	50.16
4	4035.25	4156.31			204.00	25.50	38.25	51.00
5	4111.81	4235.17			207.92	25.99	38.99	51.98

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



NON-CERTIFIED RATES

.....OCTOBER 1, 1995.....

	MONTHLY BASIC	CALENDAR DAY	PAY FOR LEAVE	EARN.PER DAYWORKED	RATE PER HOUR	TIME AND ONE HALF	DOUBLE TIME
Deckhand:	3,460.06	113.74	141.04	254.78	21.23	31.85	42.46
Deckhand (Shift Tug):	3,514.66	115.54	143.27	258.81	21.57	32.35	43.14
Cook:	3,541.14	116.41	144.35	260.76	21.73	32.59	43.46
Cook-Deckhand:	3,560.08	117.03	145.12	262.15	21.85	32.77	43.70

F.3

**WAGE RATES**

**APPENDIX "F.3"**

**WAGE RATES EFFECTIVE OCTOBER 1, 1996**

	OCT.1/95 MONTHLY BASIC	.....OCTOBER 1, 1996..... MONTHLY BASIC	CALENDAR DAY	PAY FOR LEAVE	EARN.PER DAYWORKED	RATE PER HOUR	TIME AND ONE HALF	DOUBLE TIME
<b>MASTERS:</b>								
Group 2	4496.53	4608.94	151.51	187.87	339.38	28.28	42.42	56.56
3	4640.36	4756.37	156.36	193.89	350.25	29.19	43.79	58.38
4	4797.08	4917.01	161.64	200.43	362.07	30.17	45.26	60.34
5	4959.37	5083.35	167.11	207.22	374.33	31.19	46.79	62.38
6	5121.72	5249.76	172.58	214.00	386.58	32.22	48.33	64.44
	5448.66	5584.88	183.59	227.65	411.24	34.27	51.41	68.54
7	5284.05	5416.15	178.05	220.78	398.83	33.24	49.86	66.48
	5610.96	5751.23	189.06	234.43	423.49	35.29	52.94	70.58
8	5450.75	5587.02	183.66	227.74	411.40	34.28	51.42	68.56
	5777.66	5922.10	194.68	241.40	436.08	36.34	54.51	72.68
	5613.08	5753.41	189.13	234.52	423.65	35.30	52.95	70.60
	5940.02	6088.52	200.15	248.19	448.34	37.36	56.04	74.72
Commodore/Regent	5775.42	5919.81	194.60	241.30	435.90	36.33	54.50	72.66
	6102.36	6254.92	205.62	254.97	460.59	38.38	57.57	76.76
Monarch/Brave	6091.50	6234.79	205.25	254.51	459.76	38.31	57.47	76.62
	6418.40	6578.86	216.27	268.17	484.44	40.37	60.55	80.74

NOTE:

2nd Rates are for Non-Watchkeepers

	OCT. 1/95.....	OCTOBER 1, 1996.....						
	MONTHLY	MONTHLY	CALENDAR	PAY FOR	EARN.PER	RATE PER	TIME AND	DOUBLE
	BASIC	BASIC	DAY	LEAVE	DAYWORKED	HOURLY	ONEHALF	TIME
Chief Engineers:								
Groups 2	4344.42	4453.03	146.38	181.51	327.89	27.32	40.98	54.64
3	4487.76	4599.95	151.21	187.50	338.71	28.23	42.35	56.46
4	4640.36	4756.37	156.36	193.89	350.25	29.19	43.79	58.38
5	4797.08	4917.01	161.64	200.43	362.07	30.17	45.26	60.34
6	4959.37	5083.35	167.11	207.22	374.33	31.19	46.79	62.38
7	5121.72	5249.76	172.58	214.00	386.58	32.22	48.33	64.44
8	5284.05	5416.15	178.05	220.78	398.83	33.24	49.86	66.48
9	5450.75	5587.02	183.66	227.74	411.40	34.28	51.42	68.56
Commodore/Regent	5617.42	5757.86	189.28	234.71	423.99	35.33	53.00	70.66
	5944.37	6092.98	200.30	248.37	448.67	37.39	56.09	74.78
Monarch/Brave	5934.66	6083.03	199.97	247.96	447.93	37.33	56.00	74.66
	6261.62	6418.16	210.98	261.62	472.60	39.38	59.07	78.76

	OCT. 1/95.....	OCTOBER 1, 1996.....						
	MONTHLY	MONTHLY	CALENDAR	PAY FOR	EARN.PER	RATE PER	TIME AND	DOUBLE
	BASIC	BASIC	DAY	LEAVE	DAYWORKED	HOURLY	ONEHALF	TIME
Mates & 2nd Engineer								
Group 2	4020.62	4121.14	135.47	167.98	303.45	25.29	37.93	50.58
3	4087.04	4189.22	137.71	170.76	308.47	25.71	38.57	51.42
4	4156.31	4260.22	140.05	173.66	313.71	26.14	39.21	52.28
5	4235.17	4341.05	142.70	176.95	319.65	26.64	39.96	53.28
6	4326.68	4434.85	145.79	180.78	326.57	27.21	40.82	54.42
7	4428.88	4539.60	149.23	185.05	334.28	27.86	41.79	55.72
8	4531.15	4644.43	152.68	189.32	342.00	28.50	42.75	57.00
9	4630.83	4746.60	156.04	193.49	349.53	29.13	43.70	58.26
Commodore/Regent	4736.07	4854.47	159.58	197.88	357.46	29.79	44.69	59.58
Monarch/Brave	4854.34	4975.70	163.57	202.83	366.40	30.53	45.80	61.06

	OCT.1/95 MONTHLY BASIC	.....OCTOBER 1, 1996 .....	MONTHLY BASIC	CALENDAR DAY	PAY FOR LEAVE	EARN.PER DAY WORKED	RATE PER HOUR	TIME AND ONE HALF	DOUBLE TIME
<b>2nd Mates &amp; 3rd Engineers:</b>									
Group 2	4008.95		4109.17	135.08	167.50	302.58	25.22	37.83	50.44
3	4075.37		4177.25	137.32	170.28	307.60	25.63	38.45	51.26
4	4144.64		4248.26	139.65	173.17	312.82	26.07	39.11	52.14
5	4223.50		4329.09	142.31	176.47	318.78	26.57	39.86	53.14
6	4315.01		4422.89	145.39	180.28	325.67	27.14	40.71	54.28
7	4417.21		4527.64	148.84	184.56	333.40	27.78	41.67	55.56
8	4519.48		4632.47	152.28	188.83	341.11	28.43	42.65	56.86
9	4619.16		4734.64	155.64	192.99	348.63	29.05	43.58	58.10
Commodore/Regent	4724.40		4842.51	159.19	197.40	356.59	29.72	44.58	59.44
Monarch/Brave	4842.67		4963.74	163.17	202.33	365.55	30.46	45.69	60.92

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

	OCT.1/95.....	.....OCTOBER 1, 1996 .....	MONTHLY BASIC	MONTHLY BASIC	CALENDAR DAY	PAY FOR LEAVE	EARN.PER DAYWORKED	RATE PER HOUR	TIME AND ONE HALF	DOUBLE TIME
<b>NON-CERTIFICATED MATES &amp; 2ND ENGINEERS</b>										
Group 2			3911.42	4009.22	131.80	163.43	295.23	24.60	36.90	49.20
3			3977.82	4077.27	134.03	166.20	300.23	25.02	37.53	50.04
4			4047.10	4148.28	136.37	169.10	305.47	25.46	38.19	50.92
5			4125.94	4229.09	139.02	172.38	311.40	25.95	38.93	51.90
6			4250.24	4356.50	143.21	177.58	320.79	26.73	40.10	53.46
7			4319.67	4427.66	145.55	180.48	326.03	27.17	40.76	54.34
8			4421.94	4532.49	149.00	184.76	333.76	27.81	41.72	55.62
9			4521.60	4634.64	152.36	188.93	341.29	28.44	42.66	56.88

OCT. 1/95 .....OCTOBER 1, 1996.....

	MONTHLY BASIC	MONTHLY BASIC	CALENDAR DAY	PAY FOR LEAVE	EARN-PER DAYWORKED	RATE PER HOUR	TIME AND ONE HALF	DOUBLE TIME
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NEW HIRES IN POSITION OF  
2ND MATE, 3RD ENGINEER:

Group 2	3967.58	4066.77	133.69	165.77	299.46	24.96	37.44	49.92
3	4034.00	4134.85	135.93	168.55	304.48	25.37	38.06	50.74
4	4103.26	4205.84	138.26	171.44	309.70	25.81	38.72	51.62
5	4182.12	4286.67	140.92	174.74	315.66	26.31	39.47	52.62
6	4273.63	4380.47	144.00	178.56	322.56	26.88	40.32	53.76
7	4375.83	4485.23	147.44	182.83	330.27	27.52	41.28	55.04
8	4478.10	4590.05	150.89	187.10	337.99	28.17	42.26	56.34
9	4577.78	4692.22	154.25	191.27	345.52	28.79	43.19	57.58
Commodore/Regent	4683.02	4800.10	157.79	195.65	353.45	29.45	44.18	58.90
Monarch/Brave	4801.29	4921.32	161.78	200.61	362.39	30.20	45.30	60.40

NOTE: Mates rate less \$50.00 (Monthly)

	OCT.1/95 MONTHLY BASIC	.....OCTOBER 1, 1996..... MONTHLY BASIC	CALENDAR DAY	PAY FOR LEAVE	EARN.PER DAYWORKED	RATE PER HOUR	TIME AND ONE HALF	DOUBLE TIME
<b>8 HOUR PERSONNEL</b>								
<b><u>MASTER</u></b>								
Group 2	4469.53	4608.94			226.24	28.28	42.42	56.56
3	4640.36	4756.37			233.52	29.19	43.78	58.38
4	4797.08	4917.01			241.36	30.17	45.26	60.34
5	4959.37	5083.35			249.52	31.19	46.79	62.38
<b><u>MATE:</u></b>								
Group 2	4020.62	4121.14			202.32	25.29	37.93	50.58
3	4087.04	4189.22			205.68	25.71	38.56	51.42
4	4156.31	4260.22			209.12	26.14	39.21	52.28
5	4235.17	4341.05			213.12	26.64	39.96	53.28

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

WAGE RATE FORMULA.

1. 12 HOUR  
 Monthly Rate            30.42 = Calendar Day Rate (CDR)  
 CDR x 1.24                = Pay for Leave (PL)  
 EPDW 12                    = Hourly Rate
  
2. 8 HOUR  
 Monthly Rate:            same as 12 hour  
 Hourly Rate:             same as 12 hour  
 Earned per day worked: = Hourly Rate x 8

**NON-CERTIFIED RATES**

.....OCTOBER 1, 1996.....

	<b>MONTHLY BASIC</b>	<b>CALENDAR DAY</b>	<b>PAY FOR LEAVE</b>	<b>EARN.PER DAYWORKED</b>	<b>RATE PER HOUR</b>	<b>TIME AND ONE HALF</b>	<b>DOUBLE TIME</b>
Deckhand:	3,546.56	116.59	144.57	261.16	21.76	32.64	43.52
Deckhand (Shift Tug):	3,602.53	118.43	146.84	265.28	22.11	33.16	44.22
Cook:	3,629.67	119.32	147.95	267.27	22.27	33.41	44.54
Cook-Deckhand:	3,649.08	119.96	148.75	268.71	22.39	33.59	44.78

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