

# **AGREEMENT**

**2000 - 2003**

BETWEEN:

**UNION TUG AND BARGE 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 30<sup>th</sup>, 2003**

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# **AGREEMENT**

**2000 - 2003**

BETWEEN:

## **UNION TUG AND BARGE 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 Union Tug and Barge 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**

#### **ARTICLE 1**

##### **1. RECOGNITION**

1.01 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.

- 1.02 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.
- 1.03 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.
- 1.04 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. 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.

- 1.05 (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 good standing. All new Employees are required to sign an engagement letter regarding Guild membership status as set out in Appendix "G" of the Agreement. A copy of such engagement letter shall be forwarded to the Guild upon signing.  
  
(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.
- 1.06 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.
- 1.07 The Company will deduct initiation fees and remit same to the Guild upon receipt of proper authorization from the Officer concerned.
- 1.08 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.

## ARTICLE 2

### 2. TERMINATION OF EMPLOYMENT

- 2.01 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 2.03 below.
- 2.02 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.
- 2.03 An Employee shall give his employer forty-eight (48) hours notice of termination of employment.

## ARTICLE 3

### 3. PROMOTION FROM WITHIN THE COMPANY

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

## ARTICLE 4

### 4. DISCRIMINATION AND INTIMIDATION

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

## ARTICLE 5

### 5. LEGAL DEFENCE INSURANCE

- 5.01 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 ***twenty three dollars (\$23.00) per month and to twenty five dollars (\$25.00) effective October 1<sup>st</sup>, 2002 for each Employee in its employ.***
- 5.02 The Company and Employees shall be advised as to the terms, conditions and extent of coverage so placed.

## ARTICLE 6

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

- 6.01 (i) Effective May 13, 1999, subject to 6.04 below, the employer will contribute monthly to the Pension Plan a total of eight and one half percent (8 ½%) 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 eight and one half percent (8 ½%) contribution is made will contribute concurrently by payroll deduction, seven and one half per cent (7 ½ %) on their own behalf. ***Vacation pay is included as part of the monthly basic pay.***
- (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.
- 6.02 The eight and one half percent (8 ½%) referred to above is exclusive of any contributions required for the Canada Pension Plan.
- 6.03 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.
- 6.04 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 6.01.
- 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.
- 6.05 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.

## ARTICLE 7

### 7. BOARDING PASS

- 7.01 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.

## **ARTICLE 8**

### **8. WARRANTY OF CONTINUOUS OPERATION**

- 8.01 The Company, signatory to this Agreement, and the Guild agree that there shall be no strikes or lockouts during the life of this Agreement.
- 8.02 There shall be no slowdown or stoppage of work during the period when a grievance is being resolved.
- 8.03 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.
- 8.04 The Company will not require any member of the Guild to continue with a tow, if it has been brought through a picket line.

## **ARTICLE 9**

### **9. BENEFIT PLAN**

- 9.01 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:
- 9.02 The Employer shall pay to the Guild a monthly contribution of five hundred twenty dollars (\$520.00) 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.
- 9.03 The Guild shall provide a Health Benefit Plan for all eligible Employees utilizing all of the contributions received under 9.02 above.
- 9.04 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.
- 9.05 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.
- 9.06 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.
- 9.07 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.
- 9.08 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 ninety (90) days continuous employment with any one participating employer.

Where an Employee retains recall rights under Article 13.09 he shall not be subject to the waiting period on return to work.

9.09 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.

9.10 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 "H" with the Company prior to any red day top up being paid.

9.11 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.

9.12 Any rebate of EI Premiums shall continue to be retained by the employer to offset contributions.

9.13 The employer will continue to pay 100% of the premium of the B. C. Medical Services Plan.

## ARTICLE 10

### 10. MARINE DISASTER AND MISHAP

10.01 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 two hundred dollars (\$1,200.00) when on shift vessels and one thousand five hundred dollars (\$1,500.00) when on continuous operating vessels** subject to satisfactory proof of loss and in the event of loss of life this amount to be paid beneficiary.

## ARTICLE 11

### 11. MEDICAL EXAMINATIONS

11.01 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 (½) of a calendar day's pay for each such examination except for pre-employment medical.

- 11.02 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.
- 11.03 The Company will pay up to **one hundred ten dollars (\$110.00)** of the Doctor's charge for a M. O. T. medical exam for Continued Proficiency Certification.

## ARTICLE 12

### 12. GRIEVANCE PROCEDURE

- 12.01 DEFINITIONS:  
"Company" means "**Union Tug and Barge Limited**".  
"Guild" means "Canadian Merchant Service Guild".  
"Party" means "the Guild or Company".  
"Employee" means "a member of the Guild".  
"Employer" means "the Company".
- 12.02 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:

- 12.03 Any grievance lodged by an Employee or the Guild shall be presented to a person designated for that purpose by the Employer.
- 12.04 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.
- 12.05 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 12.09.

BY THE COMPANY:

- 12.06 Any grievance lodged by 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 12.09.

## TIME LIMITS

- 12.07 (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 12.07 (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.
- 12.08 Any grievance may be advanced directly to arbitration by mutual agreement of the parties.
- 12.09 **ARBITRATION** - In the case of a dispute arising under this Agreement which cannot be settled in the manner provided for in 12.05 or 12.07, the matter shall be determined by arbitration in the following manner:

## ARBITRATOR

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

## COST APPORTIONMENT

- 12.11 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 12.17, 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

- 12.12 The Arbitrator shall have no authority to alter, modify, subtract from or supplement the provisions of this Agreement in any way.
- 12.13 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

- 12.14 The party advancing the grievance shall notify the other party and the Arbitrator in writing of the issue to be arbitrated.

- 12.15 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 12.17.
- 12.16 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 in 12.05 or 12.07.
  - (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 12.17.

- 12.17 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.
- 12.18 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.

### **ARTICLE 13**

#### **13. SENIORITY**

- 13.01 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, Second Engineer and Cook/Deckhand.
- 13.02 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.
- 13.03 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.

***All employees shall, on request be provided with a letter confirming their posted vessel or class of vessel. Any changes will be in accordance with the provisions of this article. Where posting is to class the Employee's customary vessel will be identified.***

To ensure that seniority acquisition in specific categories is duly recognized and that any and all category seniority acquired, albeit in an infrequent or non-posted fashion will be recognized, the following will prevail. In the instance an employee relieves another employee in another seniority category, any documented time served in the higher capacity shall be recognized upon permanent promotion to such higher capacity.

- 13.04 (i) In cases of layoff or recall, service seniority shall be the determining factor ***providing that an Employee's*** qualifications, experience and ability ***are*** sufficient to do the job. Lay day positions will not affect the layoff sequence.
- (ii) Re-alignment of positions due to layoff ***or vessels permanently taken out of service*** shall be in accordance with the sequence set out below ***provided that an Employee's*** qualifications, experience and ability ***are*** sufficient to do the job.
- (iii) Where an Employee who has positive lay days is subject to layoff pursuant to subsection 13.04(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

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

### Engineering

- 13.07 The above sequence shall apply similarly to Engineers with the divisions being First (Chief) Engineer and Second/Third Engineer.
- 13.08 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.
- 13.09 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 32.01 or the Canada Labour Code be made after the expiration of the twelfth (12) month of layoff, all rights including seniority and recall shall be at end. It is understood that an Officer is not entitled to any severance pay until twelve (12) months of layoff has occurred. An Officer who is given reasonable notice and fails to report for work upon recall is subject to discharge from service. Reasonable notice shall not be less than twenty-one (21) days by Double Registered Mail. Should a Guild member be demoted to a position of Seamen or Oiler because of layoffs, the Company shall promote him back to Officer status 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.

- 13.10 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.
- 13.11 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 employee's under the age of 65 are on layoff.

- 13.12 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 45 of the Canada Labour Code provided it does so within one hundred and twenty (120) days of receiving the list.

- 13.13 An Employee having **fifteen (15)** years of service and upon reaching his fifty eighth (58th) birthday 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 Benefits contributions on a pro rata basis only for the time worked including leave and vacation time entitlements. The Employee shall be required to pay pro rata share of Health Plan Benefit premiums. Top up with red days under Article 9.10 shall be pro rated. The Employee will only be entitled to Statutory Holidays which coincide with his being on the Company's payroll.

## ARTICLE 14

### 14. ANNUAL VACATIONS

- 14.01 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.
- 14.02 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.
- 14.03 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.
- 14.04 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.
- 14.05 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.
- 14.06 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.
- 14.07 In all cases under 14 (.01), (.02), (.03), (.04), (.05) and (.06) 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.

***Excepted from this time is when an Employee is off on W.C.B. benefits for up to one (1) year. In this instance he shall be entitled, at his election, to take the vacation time he would have otherwise earned without pay subject to the fact that any vacation pay entitlement would be that which had been accumulated before the commencement of W. C. B. benefits and subsequent to such benefits coming to an end in the vacation year.***

- 14.08 Vacation pay shall be accumulated throughout the year and shall be paid to the Employee 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.

- 14.09 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.
- 14.10 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 Employee's request will not be unreasonably denied.
- 14.11 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.
- 14.12 An Employee terminating his employment shall be paid all vacation pay due him up to the date of leaving, calculated in accordance with Article 14 Sections (.01), (.02), (.03), (.04), (.05), (.06) and (.07).
- 14.13 When a statutory holiday occurs in a vacation period the provisions of Article 16.02 (ii) shall apply.
- 14.14 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.
- 14.15 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.

## ARTICLE 15

### 15. ANNUAL VACATION PAY ON TERMINATION

- 15.01 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 14.

## ARTICLE 16

### 16. STATUTORY HOLIDAYS

- 16.01 All Employees will be given the following paid statutory holidays:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	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.

- 16.02 (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 lay-day 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.

16.03 Examples of Earnings and Credits for a full shift are as follows:

(i) Twelve Hour

Earnings		Day	Leave	Cash
Holiday Credit	2.24 Days	1	-	1.24
Time Worked Credit	<u>3.36 Days</u>	<u>1</u>	<u>1.24</u>	<u>1.12</u>
Total	5.60 Days	2	1.24	2.36

(ii) Eight Hour

Earnings		Day	Leave	Cash
Holiday Credit	1.493 Days	1	-	.493
Time Worked Credit	<u>2.24 Days</u>	<u>1</u>	<u>.493</u>	<u>.747</u>
Total	3.733 Days	2	.493	1.24

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.

16.04 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.

16.05 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.

16.06 Employees who do not receive either three (3) day period referred to in 16.05 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.

16.07 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.

## ARTICLE 17

### 17. LEAVE (LAY DAYS)

- 17.01 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.
- 17.02 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.
- 17.03 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 22 (EMPLOYEES WORKING BY THE VESSEL) shall be in effect.
- 17.04 Any Employee away on leave who fails to report for duty at the expiry of his leave, without reasonable excuse, shall be considered to have terminated his employment with the Company.
- 17.05 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.

- 17.06 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 Employee as to sailing time.

- 17.07 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 (½) day's pay and leave. Excepted from this provision are those Employees covered by ARTICLE 34.01 (g).
- 17.08 The Company shall endeavour to give twenty-four (24) hours notice (and twelve (12) hours confirmation of same) when leave of more than two (2) days is to be granted, with the intent being to allow sufficient time to properly prepare the vessel for a new oncoming crew.
- 17.09 In all occupational classifications covered by this Agreement, leave with pay shall be granted as set forth in 17.10, exclusive of annual vacation and statutory holidays.
- 17.10 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.
- 17.11 (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 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 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 1.05.
- (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.



## ARTICLE 18

### 18. LEAVE OF ABSENCE

- 18.01 Any Employee desiring leave of absence for any reason other than those set out in Sections 18.03, 18.04 and 18.05 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.
- 18.02 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.
- 18.03 (i) The Company will grant leave of absence to employees suffering injury or illness, when on weekly Indemnity, LTD or WCB, subject to a medical certificate if required by the employer.
- (ii) where an Employee on a Worker's Compensation Board claim is medically determined by the WCB to be unable to return to the employ of the Company and evaluation or re-training for alternate employment under the WCB Vocational Rehabilitation Phase has commenced, the employment relationship between the Employee and the Company is ended. The foregoing shall apply providing the medical determination is not in dispute and/or after fifty-two (52) weeks on claim.
- 18.04 (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 ashore with an Employer engaged in foreign shipping. Such Employee's seniority shall remain dormant from the time leave is granted and until his return to work. Under this arrangement leave of less than six (6) months will not be granted.
- 18.05 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 2.

- 18.06 It is agreed that before the Employee receives the leave of absence as set forth in Sections 18.04 and 18.05 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.
- 18.07 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.

- 18.08 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.
- 18.09 An Employee who is required to be available for Jury Duty, Coroner's Jury Duty, Coroner's Witness, Crown Witness, or where the Employee represents his Employer in a court action, will be paid while on such duty, provided such court action is not occasioned by the Employee's private affairs. The pay will be such as to maintain the Employee's monthly basic rate. Leave banks will be frozen during this time. Such pay shall be offset where an Employee's pay is remunerated by a third party, eg. When acting as a witness.
- 18.10 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 Employee, and includes any relative permanently residing in the Employee's household or with whom the Employee resides.

## ARTICLE 19

### 19. EDUCATION AND UPGRADING

19.01 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 its 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 19.03. 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 and the employee shall be provided a CPC Renewal Expense Allowance of twenty-five dollars (\$25.00) per day up to five (5) days every five (5) years (non medical).
- (iv) ***The Company will pay to each Employee who attends a required upgrading course necessary for maintaining his Continued Proficiency Certificate and STCW 95 Certificate as follows:***

***An expense allowance of one hundred dollars (\$100.00) for each day in attendance at such course up to a maximum of ten (10) calendar days every five (5) years not including medicals. Leave banks may be frozen at the discretion of the individual Employee while attending such upgrading courses.***

19.02 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.

- 19.03 (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.
- 19.04 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.
- 19.05 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. A, B, C or D and re-validation are covered by the terms of 19.01 (iii).
- (ii) Parties agree that a Standing Committee be named pursuant to Article 19.

## **ARTICLE 20**

### **20. DUTIES**

- 20.01 (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.
- 20.02 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.
- 20.03 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 Engineer 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 duties and all hours so worked shall be considered as unrelated duties and compensated for at the applicable premium rate.
- (iii) In neither case (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.

20.04 The Company will ensure that engine rooms are returned to their normally clean condition after refit, overhauls and major repairs.

## **ARTICLE 21**

### **21. DUTIES OTHER THAN AS AN OFFICER**

21.01 (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 one half (1 ½) hour's straight time pay and for each hour so worked off watch a premium of two and one half (2 ½) 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 "F", the following rates as of October 1, 2001.

On Watch - \$43.47  
Off Watch - \$72.47

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 ½% of the premium.

- (ii) The minimum payment for the work set out in 21.01 (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 21.01 (ii), the loading and unloading of such stores shall be paid for as cargo in accordance with the provisions of 21.01 (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.
- 21.02 (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 21.01 (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 21.01 (i) of this Article.
- 21.03 Engineers shall be paid in accordance with the provisions of 21.01 (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.
- 21.04 The provisions of this Article shall not apply when safety of life at sea is involved.

## **ARTICLE 22**

### **22. EMPLOYEES WORKING BY THE VESSEL**

- 22.01 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 work and 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 of putting the vessel into annual over haul.

- 22.02 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 six dollars (\$36.00)** per day shall be paid on the basis of **ten dollars (\$10.00)** for breakfast and lunch and **sixteen dollars (\$16.00)** for dinner.
- 22.03 (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 twenty four (24) hour periods and the vessel sails before forty eight (48) hours he shall be paid sea days for both periods.
- 22.04 When an Employee works under Article 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 sea-day and applicable leave factor. Any excess hours shall be paid out at overtime rates.
- 22.05 The rate of pay for an Employee required for overhaul work, repairs and/or overseeing overhauls shall not be less than his hourly rate.

- 22.06 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.
- 22.07 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.

## **ARTICLE 23**

### **23. CLOTHING**

- 23.01 The Company will provide any protective clothing or equipment required and approved by Workers' Compensation Regulations for the handling of specific cargo requiring same.
- 23.02 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.
- 23.03 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.
- 23.04 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 **one hundred twenty** dollars (**\$120.00**) 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. Employees shall have the option of combining two (2) years of entitlement in the second year.
  - (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 the 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 M.O.T. approved or U-VIC style floater coat. The Company shall issue the coats and will replace them when necessary. An Employee who requests in lieu 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 a Scott Air Pack or equivalent.
- 23.05 The employer will reimburse each Engineer for the purchase price of one set of personally fitted ear plugs.

## **ARTICLE 24**

### **24. TOWBOAT ACCOMMODATION STANDARDS**

#### **A. GENERAL**

- 24.01 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 accommodation shall be properly and adequately insulated against heat and cold, and have provision for heating when weather conditions require it.
- (vii) All accommodation shall be properly and adequately insulated against engine noise and other noise based on the result of the "Noise Reduction Program".
- (viii) All accommodation shall be properly and adequately ventilated.
- (ix) Sufficient clean tea towels, hand and shower towels shall be supplied and kept clean.

## **E. EXISTING SHIFT TUGS**

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

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

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

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

### **Classification Factors**

- (a) Sleeping accommodation for an 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 (e.g. 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.

## ARTICLE 25

### 25. RATES OF PAY

- (a) Effective **October 1, 2000** the rates are **increased by two percent (2%)** as contained in Appendix "F.1".

Effective **October 1, 2001** the rates are **increased by two point five percent (2.5%)** as contained in Appendix "F.2".

Effective **October 1, 2002** the rates are **increased by three percent (3%)** as contained in Appendix "F.3".

- 25.02 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.

## ARTICLE 26

### 26. OVERTIME

- 26.01 Time worked in excess of regular hours to be paid at the rate of double the straight time hourly rate.
- 26.02 Overtime shall be calculated at a minimum of one (1) hour and in one half (½) 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 ½) 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.

- 26.03 Any employee covered by this Agreement shall have the option of converting overtime (excessive hours including off watch premium pay and payments under Article 34.01(d)) 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 (lay-days), 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) ***An Employee shall be entitled to be paid out his converted leave or part thereof subject to a two (2) week advance written notice.***
  - (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.
- 26.04 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 33.05.

- 26.05 (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. The cutoff date not to exceed ten (10) calendar days prior to the payroll cutoff date..

## **ARTICLE 27**

### **27. MANNING**

- 27.01 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.
- 27.02 The crew of a commercially operated tug shall be a minimum of two (2) men.
- 27.03 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.
- 27.04 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.

27.05 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 34.01 (k) and (l).

27.06 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.

27.07 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.

27.08 The hours of rest specified in Article 27.07 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.

27.09 Each crew member must take the hours of rest to which he is entitled under this Article.

27.10 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 end of the rest period (if missed).

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

- 27.11 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.
- 27.12 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 12.15.

## **ARTICLE 28**

### **28. JOINT SAFETY COMMITTEE**

- 28.01 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.

## **ARTICLE 29**

### **29. LIABILITY INSURANCE**

- 29.01 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 defence against Third party Claims.

## **ARTICLE 30**

### **30. TOUR OF DUTY**

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

## **ARTICLE 31**

### **31. OTHER MARINE EMPLOYMENT**

- 31.01 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.

## **ARTICLE 32**

### **32. SEVERANCE PAY**

- 32.01 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

### ARTICLE 33

#### 33.01 HOURS ON DUTY

- (a) 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.
- (b) 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.
- (c) 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.
- (d) Where a continuously operated vessel is moved to a shift vessel operation the relevant provisions of Article 34.01, 34.02 and 34.03 shall apply.

#### 33.02 LEAVE

- (a) Section (b) of ARTICLE 17.02 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 of sailing. ***In the event less than twenty four (24) notice is given for a sailing an Employee shall have the right to refuse to join the vessel except for unplanned replacements.***
- (c) An Employee shall give twenty-four (24) hours notice when requesting leave, except under extenuating circumstances.
- (d) Crew changes may be established on the hour, at any time between 10:00 hours and 24:00 hours on any calendar day. Given the afore noted a voyage shall be deemed to have commenced at the time the crew reports for duty. The end of each twenty four (24) hour period thereafter shall be referred to as the Anniversary Hour. This twenty four (24) hour period will be known as the Work Day for purposes of this Article.



One-half (½) 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 (1) 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 (½) day's pay and leave earned. Excepted from this provision are those Employees on anniversary hour leave of 32.02 (e).

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 26.02. Section (f) below will continue to apply where applicable.

Notwithstanding the aforementioned, an Employee shall receive a payment of one-half (½) 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.

In the event a Statutory holiday falls within any portion of a day to which some of the Employees are entitled to Statutory Holiday Pay then all Employees employed onboard that vessel shall be entitled to such Statutory Holiday Pay.

- (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.

### 33.03 SUBSISTENCE

- (a) Subsistence of top grade and quality and in sufficient quantities 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 ( $\frac{1}{2}$ ) 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 ( $\frac{1}{2}$ ) hour in which to eat immediately following completion of the work. Where an Employee does not receive one-half ( $\frac{1}{2}$ ) hour in which to eat, he shall be credited with an additional one half ( $\frac{1}{2}$ ) 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 ( $\frac{1}{2}$ ) hour in which to eat immediately following the on watch period. Where an Employee does not receive one-half ( $\frac{1}{2}$ ) hour in which to eat, he shall be credited with an additional one-half ( $\frac{1}{2}$ ) 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.

**33.04 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 (e.g. 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)

**33.05 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 **\$330.00** in recognition of actual hours worked. This payment will constitute remuneration for the number of hours determined by the following formula:

$$\frac{\text{\$330.00}}{\text{overtime rate for the Master concerned}} = \text{hours rounded to the whole number}$$

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 (½) hour.

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

365

Monthly Rate 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".

- (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.

### **33.06 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.

### **33.07 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**

### **ARTICLE 34**

#### **34.01 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 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) (i) A subsistence allowance shall be paid employees **for each day he works or per shift where it crosses midnight in the amount of \$16.70 per 12 hour day and \$11.13 per 8 hour day.** In addition tea, coffee, sugar,

canned milk, hot chocolate and coffee mate shall be supplied by the Company.

- (ii) **Where an Employee works mainly call-outs he shall be paid a monthly flat rate subsistence allowance of \$226.79 based on a calendar day rate, namely:**

365

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

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

**The monthly rate is determined as follows:**

$$\frac{16.70 \times 30.42}{2.24}$$

**NOTE: Above rates to be increased as follows:**

<b>per day worked</b>	<b>Oct. 1/00</b>	<b>Oct 1/01</b>	<b>Oct 1/02</b>
<b>12 hour</b>	<b>\$17.03</b>	<b>\$17.46</b>	<b>\$17.98</b>
<b>8 hour</b>	<b>\$11.35</b>	<b>\$11.64</b>	<b>\$11.99</b>
<b>monthly flat rate</b>	<b>\$231.27</b>	<b>\$237.11</b>	<b>\$244.17</b>

Employees shall be allowed a lunch break of thirty (30) minutes within one half (½) 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 is required to service the engine he shall be paid one half (½) 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 must be satisfied that the person designated 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 rheostat when necessary.
  - (f) Check and maintain oil level in base of main engine, auxiliary engine, reduction gear and air compressors.
  - (g) Check and maintain cooling water level in main engines and auxiliary engines.
  - (h) Check stuffing boxes and report.
  - (i) Check alarm system
  - (j) Record and report repairs.
  - (k) Check and pump bilges.
  - (l) Check steering hydraulic hoses and rams for leaks.
  - (m) Check and maintain fuel levels.
- (l) Servicing of Main and Auxiliary Engines - A Master or 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 ½) 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.

#### **34.02 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.

#### **34.03 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 26.



## PART IV

### ARTICLE 35

#### 35.01 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.

#### 35.02 TERM OF AGREEMENT

This Agreement shall be effective from **October 1<sup>st</sup>, 2000** and shall remain in effect until **September 30<sup>th</sup>, 2003** 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<sup>st</sup>, 2003**. 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.

#### 35.03 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.

#### 35.04 UNION DISPATCH HALL FEE

The Company agrees to pay to the Guild the agreed Hiring Hall Fee of **one dollar fifteen cents (\$1.15)** each day for each employee.

Calculation Example:

\$1.15 (per day) x 30.42 = \$34.98

times the number of Employees = monthly contribution

EXECUTED ON BEHALF OF  
UNION TUG AND BARGE LTD

EXECUTED ON BEHALF OF  
CANADIAN MERCHANT SERVICE  
GUILD

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

DATED AT NEW WESTMINSTER, BC THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2002.

## 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  
310 - 218 Blue Mountain Street  
Coquitlam, 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  
Union Tug and Barge Ltd.

## **APPENDIX "C"**

### **LETTER OF UNDERSTANDING**

#### **C. BAREBOAT CHARTERS**

Canadian Merchant Service Guild  
310 - 218 Blue Mountain Street  
Coquitlam, BC

Attention: Leo M. Gray

Dear Sir:

Bareboat Charters - Claims Involving Third Parties

Section (b) of ARTICLE 1.01 (RECOGNITION) provides in part that should a charterer fail or neglect to abide by the terms of our Collective Agreement the Company will be liable to the Guild members concerned for unpaid wages and other monetary benefits.

During the course of negotiations it was agreed that a six (6) month limitation should apply to any claims that might arise out of such third party arrangements. In other words, in the event that a C.M.C. company chartered a vessel to a third party who failed to meet his obligations under the Agreement terms, a Guild member with a valid claim would be obliged to register his claim with us not later than six (6) months from the date the claim first arose. It is understood that a claim instituted beyond this point in time will not be recognized.

## **APPENDIX "D"**

### **LETTER OF UNDERSTANDING**

#### **D. REASONABLE COSTS**

Canadian Merchant Service Guild  
310 - 218 Blue Mountain Street  
Coquitlam, 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. DUTIES OTHER THAN**

**LETTER OF UNDERSTANDING**

BETWEEN:

**UNION TUG AND BARGE 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 1.21**

All provisions of this Article are suspended and the Company shall pay each Employee a flat rate of eight percent (8%) of their basic monthly wage. The flat rate payment shall be made once each month whether an Employee is working or on leave. The flat rate payment shall not be paid if the Employee is not fit to work.

SIGNED ON BEHALF OF:

UNION TUG AND BARGE LTD.

CANADIAN MERCHANT SERVICE GUILD

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**APPENDIX "F-1"**

**C.M.S.G. WAGE RATES EFFECTIVE OCTOBER 1, 2000**  
 OCTOBER 1, 2000

MASTERS	MONTHLY BASIC	CALENDAR DAY	PAY FOR LEAVE	EARN. PER DAY WORKED	RATE PER HOUR	TIME AND ONE HALF	DOUBLE TIME
<b>Group 2</b>	4,891.64	160.80	199.39	360.19	30.02	45.03	60.04
<b>3</b>	5,048.11	165.95	205.78	371.73	30.98	46.47	61.96
<b>4</b>	5,218.61	171.55	212.72	384.27	32.02	48.03	64.04
<b>5</b>	5,395.15	177.36	219.93	397.29	33.11	49.67	66.22
<b>6</b>	5,571.77	183.16	227.12	410.28	34.19	51.29	68.38
	5,927.44	194.85	241.61	436.46	36.37	54.56	72.74
<b>7</b>	5,748.35	188.97	234.32	423.29	35.27	52.91	70.54
	6,104.01	200.66	248.82	449.48	37.46	56.19	74.92
<b>8</b>	5,929.71	194.93	241.71	436.64	36.39	54.59	72.78
	6,285.35	206.62	256.21	462.83	38.57	57.86	77.14
<b>9</b>	6,106.31	200.73	248.91	449.64	37.47	56.21	74.94
	6,461.98	212.43	263.41	475.84	39.65	59.48	79.30
<b>Commodore/Regent</b>	6,282.93	206.54	256.11	462.65	38.55	57.83	77.10
	6,638.58	218.23	270.61	488.84	40.74	61.11	81.48
<b>Monarch/Brave</b>	6,626.76	217.84	270.12	487.96	40.66	60.99	81.32
	6,982.39	229.53	284.62	514.15	42.85	64.28	85.70

				OCTOBER 1, 2000			
	MONTHLY	CALENDAR	PAY FOR	EARN. PER	RATE PER	TIME AND	DOUBLE
	BASIC	DAY	LEAVE	DAY	HOUR	ONE HALF	TIME
<b>CHIEF ENGINEERS</b>				WORKED			
<b>Group 2</b>	4,726.17	155.36	192.65	348.01	29.00	43.50	58.00
<b>3</b>	4,882.09	160.49	199.01	359.50	29.96	44.94	59.92
<b>4</b>	5,048.11	165.95	205.78	371.73	30.98	46.47	61.96
<b>5</b>	5,218.61	171.55	212.72	384.27	32.02	48.03	64.04
<b>6</b>	5,395.15	177.36	219.93	397.29	33.11	49.67	66.22
<b>7</b>	5,571.77	183.16	227.12	410.28	34.19	51.29	68.38
<b>8</b>	5,748.35	188.97	234.32	423.29	35.27	52.91	70.54
<b>9</b>	5,929.71	194.93	241.71	436.64	36.39	54.59	72.78
<b>Commodore/Regent</b>	6,111.03	200.89	249.10	449.99	37.50	56.25	75.00
	6,466.71	212.58	263.60	476.18	39.68	59.52	79.36
<b>Monarch/Brave</b>	6,456.15	212.23	263.17	475.40	39.62	59.43	79.24

	6,811.85	223.93	277.67	501.60	41.80	62.70	83.60

				<b>OCTOBER 1, 2000</b>			
	MONTHLY	CALENDAR	PAY FOR	EARN. PER	RATE PER	TIME AND	DOUBLE
	BASIC	DAY	LEAVE	DAY	HOUR	ONE HALF	TIME
<b>MATES &amp; 2ND ENGINEERS</b>				WORKED			
<b>Group 2</b>	4,373.92	143.78	178.29	322.07	26.84	40.26	53.68
<b>3</b>	4,446.18	146.16	181.24	327.40	27.28	40.92	54.56
<b>4</b>	4,521.53	148.64	184.31	332.95	27.75	41.63	55.50
<b>5</b>	4,607.31	151.46	187.81	339.27	28.27	42.41	56.54
<b>6</b>	4,706.88	154.73	191.87	346.60	28.88	43.32	57.76
<b>7</b>	4,818.06	158.38	196.39	354.77	29.56	44.34	59.12
<b>8</b>	4,929.30	162.04	200.93	362.97	30.25	45.38	60.50
<b>9</b>	5,037.75	165.61	205.36	370.97	30.91	46.37	61.82
<b>Commodore/Regent</b>	5,152.23	169.37	210.02	379.39	31.62	47.43	63.24
<b>Monarch/Brave</b>	5,280.90	173.60	215.26	388.86	32.41	48.62	64.82





				<b>OCTOBER 1, 2000</b>			
	MONTHLY	CALENDAR	PAY FOR	EARN. PER	RATE PER	TIME AND	DOUBLE
	BASIC	DAY	LEAVE	DAY	HOUR	ONE HALF	TIME
<b>2ND MATE. 3RD ENGINEER</b>				WORKED			
<b>Group 2</b>	4,323.92	142.14	176.25	318.39	26.53	39.80	53.06
<b>3</b>	4,396.18	144.52	179.20	323.72	26.98	40.47	53.96
<b>4</b>	4,471.53	146.99	182.27	329.26	27.44	41.16	54.88
<b>5</b>	4,557.31	149.81	185.76	335.57	27.96	41.94	55.92
<b>6</b>	4,656.88	153.09	189.83	342.92	28.58	42.87	57.16
<b>7</b>	4,768.06	156.74	194.36	351.10	29.26	43.89	58.52
<b>8</b>	4,879.30	160.40	198.90	359.30	29.94	44.91	59.88
<b>9</b>	4,987.75	163.96	203.31	367.27	30.61	45.92	61.22
<b>Commodore/Regent</b>	5,102.23	167.73	207.99	375.72	31.31	46.97	62.62
<b>Monarch/Brave</b>	5,230.90	171.96	213.23	385.19	32.10	48.15	64.20





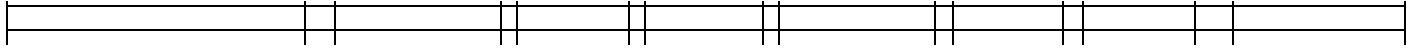


<b>Group 2</b>	5,013.93	164.82	204.38	369.20	30.77	46.16	61.54
<b>3</b>	5,174.31	170.10	210.92	381.02	31.75	47.63	63.50
<b>4</b>	5,349.08	175.84	218.04	393.88	32.82	49.23	65.64
<b>5</b>	5,530.03	181.79	225.42	407.21	33.93	50.90	67.86
<b>6</b>	5,711.06	187.74	232.80	420.54	35.05	52.58	70.10
	6,075.63	199.72	247.65	447.37	37.28	55.92	74.56
<b>7</b>	5,892.06	193.69	240.18	433.87	36.16	54.24	72.32
	6,256.61	205.67	255.03	460.70	38.39	57.59	76.78
<b>8</b>	6,077.95	199.80	247.75	447.55	37.30	55.95	74.60
	6,442.48	211.78	262.61	474.39	39.53	59.30	79.06
<b>9</b>	6,258.97	205.75	255.13	460.88	38.41	57.62	76.82
	6,623.53	217.74	270.00	487.74	40.65	60.98	81.30
<b>Commodore/Regent</b>	6,440.00	211.70	262.51	474.21	39.52	59.28	79.04
	6,804.54	223.69	277.38	501.07	41.76	62.64	83.52
<b>Monarch/Brave</b>	6,792.43	223.29	276.88	500.17	41.68	62.52	83.36
	7,156.95	235.27	291.73	527.00	43.92	65.88	87.84

				OCTOBER 1, 2001			
	MONTHLY	CALENDAR	PAY FOR	EARN. PER	RATE PER	TIME AND	DOUBLE
	BASIC	DAY	LEAVE	DAY	HOUR	ONE HALF	TIME
CHIEF ENGINEERS				WORKED			
<b>Group 2</b>	4,844.32	159.25	197.47	356.72	29.73	44.60	59.46
<b>3</b>	5,004.14	164.50	203.98	368.48	30.71	46.07	61.42
<b>4</b>	5,174.31	170.10	210.92	381.02	31.75	47.63	63.50
<b>5</b>	5,349.08	175.84	218.04	393.88	32.82	49.23	65.64
<b>6</b>	5,530.03	181.79	225.42	407.21	33.93	50.90	67.86
<b>7</b>	5,711.06	187.74	232.80	420.54	35.05	52.58	70.10
<b>8</b>	5,892.06	193.69	240.18	433.87	36.16	54.24	72.32
<b>9</b>	6,077.95	199.80	247.75	447.55	37.30	55.95	74.60
<b>Commodore/Regent</b>	6,263.81	205.91	255.33	461.24	38.44	57.66	76.88
	6,628.38	217.90	270.20	488.10	40.68	61.02	81.36
<b>Monarch/Brave</b>	6,617.55	217.54	269.75	487.29	40.61	60.92	81.22
	6,982.15	229.52	284.60	514.12	42.84	64.26	85.68

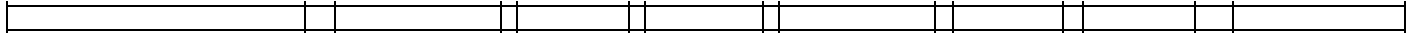
















3	4,557.33			223.68	27.96	41.94	55.92
4	4,634.57			227.52	28.44	42.66	56.88
5	4,722.49			231.84	28.98	43.47	57.96
<b>NON-CERTIFIED RATES</b>							
<b>Deck-Hand</b>	3,862.12	126.96	157.44	284.40	23.70	35.55	47.40
<b>D-H (Shift Tug)</b>	3,919.10	128.83	159.75	288.58	24.05	36.07	48.10
<b>Cook</b>	3,948.62	129.80	160.96	290.76	24.23	36.35	48.46
<b>Cook/D-H</b>	3,969.72	130.50	161.81	293.32	24.36	36.54	48.72

<b>APPENDIX "F-3"</b>							
<b>C.M.S.G. WAGE RATES EFFECTIVE OCTOBER 1, 2002</b>							
	MONTHLY	CALENDAR	PAY FOR	EARN. PER	RATE PER	TIME AND	DOUBLE
	BASIC	DAY	LEAVE	DAY	HOUR	ONE HALF	TIME
<b>MASTERS</b>				WORKED			
<b>Group 2</b>	5,164.35	169.77	210.51	380.28	31.69	47.54	63.38
<b>3</b>	5,329.54	175.20	217.25	392.45	32.70	49.05	65.4



	MONTHLY	CALENDAR	PAY FOR	EARN. PER	RATE PER	TIME AND DOUBLE	
	BASIC	DAY	LEAVE	DAY	HOUR	ONE HALF	TIME
<b>CHIEF ENGINEERS</b>				WORKED			
<b>Group 2</b>	4,989.65	164.0 3	203.40	367.43	30.62	45.93	61.24
<b>3</b>	5,154.26	169.4 4	210.11	379.55	31.63	47.45	63.26
<b>4</b>	5,329.54	175.2 0	217.25	392.45	32.70	49.05	65.4
<b>5</b>	5,509.55	181.1 2	224.59	405.71	33.81	50.72	67.62
<b>6</b>	5,695.93	187.2 4	232.18	419.42	34.95	52.43	69.9
<b>7</b>	5,882.39	193.3 7	239.78	433.15	36.10	54.15	72.2
<b>8</b>	6,068.82	199.5 0	247.38	446.88	37.24	55.86	74.48
<b>9</b>	6,260.29	205.8 0	255.19	460.99	38.42	57.63	76.84
<b>Commodore/Regent</b>	6,451.72	212.0 9	262.99	475.08	39.59	59.39	79.18
	6,827.23	224.4 3	278.29	502.72	41.89	62.84	83.78
<b>Monarch/Brave</b>	6,816.08	224.0 7	277.85	501.92	41.83	62.75	83.66
	7,191.61	236.4 1	293.15	529.56	44.13	66.20	88.26









					OCTOBER 1, 2002			
	MONTHLY	CALENDAR	PAY FOR	EARN. PER	RATE PER	TIME AND		
	BASIC	DAY	LEAVE	DAY	HOUR	DOUBLE	ONE HALF	TIME
<b>2ND MATE. 3RD ENGINEER</b>				WORKED				
<b>Group 2</b>	4,567.77	150.16	186.20	336.36	28.03	42.05		56.06
<b>3</b>	4,644.05	152.66	189.30	341.96	28.50	42.75		57
<b>4</b>	4,723.61	155.28	192.55	347.83	28.99	43.49		57.98
<b>5</b>	4,814.16	158.26	196.24	354.5	29.54	44.31		59.08
<b>6</b>	4,919.29	161.71	200.52	362.23	30.19	45.29		62.38
<b>7</b>	5,036.67	165.57	205.31	370.88	30.91	46.37		61.82
<b>8</b>	5,154.11	169.43	210.09	379.52	31.63	47.45		63.26
<b>9</b>	5,268.60	173.20	214.77	387.97	32.33	48.50		64.66
<b>Commodore/Regent</b>	5,389.47	177.17	219.69	396.86	33.07	49.61		66.14
<b>Monarch/Brave</b>	5,525.31	181.63	225.22	406.85	33.90	50.85		67.8



3	4,694.05			230.40	28.80	43.20	57.6
4	4,773.61			234.32	29.29	43.94	58.58
5	4,864.16			238.80	29.85	44.78	59.7
<b>NON-CERTIFIED RATES</b>							
<b>Deck-Hand</b>	3,979.54	130.82	162.22	293.04	24.42	36.63	48.84
<b>D-H (Shift Tug)</b>	4,036.67	132.70	164.55	297.25	24.77	37.16	49.54
<b>Cook</b>	4,067.08	133.70	165.78	299.46	24.96	37.44	49.92
<b>Cook/D-H</b>	4,088.81	134.41	166.67	301.08	25.09	37.64	50.18

II  

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**APPENDIX "G"**

In accordance with the provisions on Article 1.4 the following letter shall be signed by all new Employees.

TO: Union Tug & Barge Ltd.

From: \_\_\_\_\_

Dear Sir,

This letter confirms that the undersigned is a member on good standing with the Canadian Merchant Service Guild.

Yours truly,

\_\_\_\_\_

This \_\_\_\_\_ of \_\_\_\_\_, 2002\_\_\_\_

c. c. Canadian Merchant Service Guild

## **APPENDIX “H”**

### **CREDIT AGREEMENT TO REPAY WAGE ADVANCE**

Union Tug & Barge Ltd.

Dear Sir,

The purpose of this letter is to set out the credit arrangement between us with respect to all monies advanced to me by the Company. I hereby acknowledge these monies as my debt to you which I shall repay at the first opportunity from future earnings from your firm. Should I not return to work within twelve (12) months of my initial absence, I agree to repay the outstanding debt on demand and until demand, at the rate of \$350.00 per month payable on the first day of each month commencing the 14<sup>th</sup> month of my initial absence from your employ. All amounts owing to me from your firm at any time shall be applied against the debt.

In the event of my death, the full amount shall be immediately due and owing from my estate. In the event of any default by me under this letter of agreement, the full amount shall also be immediately due and owing.

I agree that this letter of agreement shall serve as an irrevocable direction to any other Employer of mine or my estate to directly pay to you the stipulated monthly amount or, on demand, death or default, the full outstanding amount, until the debt is repaid in full.

This letter is irrevocable. I acknowledge receipt of a copy of this letter.

Yours truly

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
Occupation