

AGREEMENT

2000 - 2003

BETWEEN:

ISLAND TUG & BARGE LTD.
(hereinafter referred to as the "Company")

AND:

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

Expiry: September 30th, 2003

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ISLAND TUG & BARGE LTD.
(hereinafter referred to as the "Company")

AND:

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

PREAMBLE:

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

It is also the intent of this Agreement to ensure to the utmost extent possible the safety and physical welfare of the Employees, efficiency and economy of operation, standard of service and protection of property.

It is recognized that the Company exercises rights and responsibilities as Management, which may be subject to the terms of this Collective Agreement. Management of the operation is vested solely in Management.

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

ARTICLE 1

RECOGNITION

1.01 The Company recognizes the Guild as the sole bargaining agent for all Masters, Mates, Engineers and Other Marine 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.

(i) Should the charterer or lessee fail or neglect to abide by the terms of this Agreement, the Company shall be liable to the Guild members concerned for wages and other monetary benefits which are not paid by the charterer or lessee.

(ii) In applying 1.02 (i) it is agreed that a six (6) month limitation shall apply to any claims that might arise out of such third party arrangements. In other words, in the event that the Company charters a vessel to a third party who failed to meet these obligations under the terms of the Agreement, any crew member concerned with a valid claim would be obliged to register his claim with the Company not later than six (6) months from the date the claim first arose. It is understood that a claim initiated beyond this point in time will not be recognized.

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 Appendix "A", 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 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 "E" of this Agreement. Copy of such engagement letter shall be forwarded to the Guild upon signing.

1.06 Effective the last pay period of each month, the Company shall deduct from the wages due and payable each Employee 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 Employee 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 Employees to whom said deductions are to be credited and the month for which the deductions are made.

ARTICLE 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 six (6) months shall only be entitled to the provisions of 2.02 below.
- 2.02 LAY-OFF: An Employee shall be given forty eight (48) hours notice of lay-off. Failure to give forty eight (48) hours notice shall result in payment of two (2) days pay.
- 2.03 An Employee shall give the Company forty-eight (48) hours of terminating employment.
- 2.04 Employee/Company to be responsible for payment up to two (2) days wages (not including leave) for failure to give each other forty-eight (48) hours notice of termination/lay-off.

ARTICLE 3

DISCRIMINATION AND INTIMIDATION

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

ARTICLE 4

LEGAL DEFENCE INSURANCE

- 4.01 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 Five Dollars (\$25.00)** per month for each Employee in its employ.

ARTICLE 5

CANADIAN MERCHANT SERVICE GUILD, WESTERN BRANCH PENSION PLAN

- 5.01 (i) The employer will contribute monthly to the Pension Plan a total of eight and one-half (8.5) percent of each Employee's monthly basic rate of pay actually paid to the Employee each month. The plan will be portable within Guild membership.

The employer contribution shall be allocated as seven and one half percent (7.5) to the Pension Plan account of the individual Employee and a further contribution of one (1.0) percent to the money purchase provision of the Pension Plan on an unallocated basis. This supplementary account will be used for the sole purpose of providing to the extent of funds available, employer-employee pension plan contributions of 7-1/2% and 7-1/2% respectively, for those Employees on Long Term Disability under the Guild Health Benefit Plan after 52 weeks on WCB Benefits.

Employees for whom the seven and one-half (7.5) percent contribution is made will contribute concurrently by payroll deduction seven and one half (7.5) percent on their own behalf.

- (ii) A Board of Trustees will continue to jointly administer the Pension Plan in accordance with the Trust Agreement. The Trustees shall be six (6) in number, comprised of three (3) Industry and three (3) Guild Trustees.

- 5.02 All contributions referred to under (a) above are exclusive of any contributions required for the Canada Pension Plan.

- 5.03 The Company will forward to the Pension Plan Administrator monthly statements showing all contributions made on behalf of all Employees on

payroll that month.

- 5.04 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.
- 5.05 Pension Plan contributions shall commence as of the first day of employment as an employee. An Employee who is laid off or terminated will have pension contributions and deductions made on all basic earnings paid which includes regular leave paid."
- 5.06 Employees who were participating in the Company Pension Plan prior to (date of ratification) shall be entitled to maintain those pension arrangements and the contributions shall be allocated as contained in clause 5.01(i) above.

Employees exercising this option shall not hold the Guild or the Company in any way responsible for any short coming in the resultant pension benefits.

All Employees employed after (date of ratification) shall be enrolled in the Canadian Merchant Service Guild, Western Branch Pension Plan.

ARTICLE 6

BOARDING PASS

- 6.01 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.
- 6.02 At times when the Company offices are not open, permission **will** be obtained from the Master of the vessel. It is agreed that the Company assumes no liability for injury to any Employee Representative while he is on Company property.

ARTICLE 7

WARRANTY OF CONTINUOUS OPERATION

- 7.01 The Company, signatory to this Agreement, and the Guild agree that there shall be no strikes or lockouts during the life of this Agreement.
- 7.02 There shall be no slowdown or stoppage of work during the period when a grievance is being resolved.
- 7.03 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.
- 7.04 The Company will not require any member of the Guild to continue with a tow, if it has been brought through a legal picket line.

ARTICLE 8

BENEFIT PLAN

- 8.01 The Company shall pay to the Guild a monthly contribution of Five hundred twenty dollars (\$520.00) or such higher rates as may be in effect with CMC 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.
- 8.02 The Guild shall provide a Health Benefit Plan for all eligible Employees utilizing all of the contributions received under 8.01 above.
- 8.03 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.
- 8.04 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.
- 8.05 All eligible Employees (except those who are part-time) will have contributions made for them on completion of ninety (90) days continuous employment.

8.06 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.

8.07 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.

Where an Employee retains recall rights under Article 12.08 he shall not be subject to the waiting period on return to work.

8.08 The Employee's pay shall be maintained (including red days) during waiting periods for weekly indemnity payments up to a maximum of seven (7) red days.

8.09 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.

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

Employees who qualify for and elect red day top up under this clause will be required to sign the debt repayment Letter of Agreement as under Appendix "C" with the company prior to any red day top up being paid.

8.10 When an Employee is on Weekly Indemnity or WCB Benefits for up to fifty-two weeks, the employer will pay the full contribution under 8.01 above, and

the BC Medical Plan Premium. An Employee who is put on lay off when on these benefits will continue to have these premiums paid by the Company.

- 8.11 Extended Health Care benefits shall be available for any Employee and his spouse subsequent to retirement after age sixty (60) providing that such an Employee has been in the employ of the Company for at least ten (10) years prior to retirement. Weekly Indemnity, Long Term Disability and Dental coverage shall be excluded and Life Insurance coverage shall be reduced to twenty-five thousand dollars (\$25,000.00) for the principal member and five thousand dollars (\$5,000.00) for his spouse. All other terms and conditions of the Health and Welfare Plan shall remain in force. The entitlement shall expire at age sixty five (65).
- 8.12 Any rebate of EI Premiums shall continue to be retained by the employer to offset contributions.
- 8.13 The employer will continue to pay 100% of the premium of the B. C. Medical Services Plan.

ARTICLE 9

MARINE DISASTER AND MISHAP

- 9.01 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 home port, shall be compensated by a payment up to **one thousand five hundred dollars (\$1,500.00)** subject to satisfactory proof of loss and in the event of loss of life this amount to be paid beneficiary.

ARTICLE 10

MEDICAL EXAMINATIONS

- 10.01 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) calendar day's pay for each such examination except for pre-

employment medical.

10.02 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 may be 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.

10.03 The Guild and the Company agree that Employee will abide by all the rules and regulations required by law with respect to drug testing.

10.04 The Company will pay up to **one hundred twenty five dollars (\$125.00)** of the doctor's charge for a **Transport Canada**. required medical exam for Continued Proficiency Certification.

ARTICLE 11

GRIEVANCE PROCEDURE

11.01 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:

(a) A regular Employee shall not be disciplined, discharged **or demoted** without just cause.

(b) 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.

(c) Letters of discipline to an Employee covered by this Agreement shall be copied to the Guild.

INITIATION OF GRIEVANCE

By the Guild:

11.02 Any grievance lodged by an Employee or the Guild shall be presented to the Master or person designated for that purpose by the Employer.

11.03 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 sixty (60) days.

11.04 Grievances arising shall be dealt with and processed to settlement in the following manner:

STEP 1: The Employee or Employees involved shall first present the matter to the designated Employer official.

STEP 2: If the matter is not satisfactorily resolved at Step 1 within seventy-two (72) 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 seven (7) days of the date the grievance is submitted to the Employer, the grievance may, within thirty (30) days of that date be referred to the Arbitrator, in the manner provided in Section 11.08.

By the Company:

11.05 Any grievance lodged by the Employer 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 an Arbitrator, in the manner provided in Section 11.08.

TIME LIMITS

11.06 The time limits set out in the foregoing may be extended by mutual agreement of the parties.

11.07 Any grievance may be advanced directly to arbitration by mutual agreement of the parties.

ARBITRATION

11.08 In the case of a dispute arising under this Agreement which cannot be settled in the manner provided for in Article 11, the matter shall be determined by arbitration in the following manner.

ARBITRATION PROCEDURE

11.09 The party advancing the grievance shall notify the other party in writing of the issue to be arbitrated.

ARBITRATOR

11.10 The parties shall by mutual agreement select a Single Arbitrator. Failing mutual agreement the Minister of Labour will be requested to appoint an Arbitrator.

COST APPORTIONMENT

11.11 The parties shall bear in equal proportions the fees and expenses of the Arbitrator including the rental of any premises used for the Hearing. This shall apply in all cases except where, as provided in Clause 11.17 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

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

11.13 If the Arbitrator finds that an Employee has been unjustly demoted, suspended or discharged the Arbitrator shall order the reinstatement 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

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

11.15 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 Section 11.17.

11.16 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:

- (a) The Arbitrator may order that the matter proceed to Arbitration without compliance with the grievance provisions of Article 11.
- (b) The Arbitrator may proceed to hear the matter in such manner and in such time as he deems advisable.
- (c) The Arbitrator may issue a summary decision, direction or order which shall be binding on the parties.
- (d) 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 11.17.

11.17 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.

INTERPRETATION RULING

11.18 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 12

SENIORITY

12.01 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.

12.02 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.

12.03 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 revised seniority list **is** 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 as a Master or Chief Engineer and is listed on the Mates or Second Engineer's seniority list, any documented time served in the higher capacity shall be recognized upon permanent promotion to such a higher capacity.

- 12.04 (a) In cases of layoff or recall, service seniority shall be the determining factor, ***provided that the Employee's*** qualifications, experience and ability being sufficient to do the job. Lay day positions will not affect the layoff sequence.
- (b) Re-alignment of positions due to layoffs shall be in accordance with the sequence set out below ***provided that an Employee's*** qualifications, experience and ability being sufficient to do the job.
- (c) Where an Employee who has positive lay days is subject to layoff pursuant to subsection 12.04 (a) 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

- 12.05 (a) number of masters retained in accordance with Master's category seniority, and
- (b) displaced Masters transferred to Mate category and any realignment of positions to be based on service seniority, and

- (c) displaced Mates transferred to Cook/Deckhand category and any realignment of positions to be based on service seniority.

Engineering

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

Appointments

12.07 Appointment to regular job vacancies shall be made on the following basis:

- (a) If the applicants are from the same category, category seniority shall apply subject to qualifications, experience and ability.
- (c) If the applicants are from different categories - i.e Master and Mate, service seniority shall apply subject to qualifications, experience and ability being sufficient to do the job..
- (c) Employees wishing training for relief positions to gain experience for future appointments are to advise the Company of their interest. When the Company is planning such training, Employees shall receive consideration on the basis of seniority subject to qualifications and ability sufficient to do the job. Employees successfully completing training would then be given future relief opportunities as they arise.

12.08 When a regular job vacancy occurs, including when the company acquires another vessel as a replacement, it will be posted within fifteen (15) days and eligible 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 thirty days in which to do so. Without restricting the foregoing the Company may temporarily promote an Employee to fill a vacancy. Final selection shall be made 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.

12.09 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.

- 12.10 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 29.01 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 Employee is not entitled to any severance pay until twelve (12) months of layoff has occurred. An Employee 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.

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.

- 12.11 When an Employee on leave takes employment with another Company within the marine industry he shall be deemed to have terminated employment with the Company from which he took leave.

- 12.12 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 a company does not universally 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 under the age of 65 are on layoff.

- 12.13 Where a merger or a purchase occurs between companies and the purchase or merger agreement involves the transferring of Employee 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 provided it does so within sixty (60) days of receiving the list. Any disputed issues may

be referred to an Arbitrator in accordance with the provisions of Article 11.

12.14 An Employee having **fifteen (15)** years of service and upon reaching his fifty eighth (58) birthday and at any time thereafter, may request to work up to half time subject to approval by the Company. 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 and service for actual days worked and corresponding leave. The Company shall maintain Pension and Health and Welfare benefit contributions on a pro rata basis only for the time worked including leave and vacation time. The Employee shall be required to pay his pro-rata share of Health Plan Benefit premiums. Top up with red days as under Article 8.09 shall be pro-rated. The Employee will only be entitled to Statutory Holidays which coincide with his being on the company's payroll.

ARTICLE 13

ANNUAL VACATIONS

13.01 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.

13.02 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.

13.03 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.

- 13.04 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.
- 13.05 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.
- 13.06 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.
- 13.07 In all cases under 13.01, 13.02, 13.03, 13.04, 13.05 and 13.06 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 is when an Employee is off on W.C.B. benefits for up to one year. In this instance he shall be entitled, at his election, to take 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.

- 13.08 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.
- 13.09 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.
- 13.10 An Employee shall be entitled to select the periods desirable to him for his

vacation periods on the basis of his seniority with the Company, and his vacation periods may, at his discretion, be combined with time off, subject to the Company having the right to approve the over-all vacation schedule. Selection of vacation periods shall be made no later than January 31st of each year. The Employee's request will not be unreasonably denied.

13.11 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.

13.14 An Employee terminating his employment shall be paid all vacation pay due him up to the date of leaving, calculated in accordance with Sections 13.01, 13.02, 13.03, 13.04, 13.05, 13.06 and 13.07.

13.15 When a statutory holiday occurs in a vacation period the provisions of Article 15 shall apply.

13.16 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.

13.17 Where an Employee is scheduled or elects to retire within any given year such an 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 14

ANNUAL VACATION PAY ON TERMINATION

14.02 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 lay-off in accordance with Article 13.

ARTICLE 15

STATUTORY HOLIDAYS

15.01 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.

15.02 Twelve (12) Hour Employees

(a) If it is not possible to take a holiday listed above and an Employee is called to work on that day, he shall be granted an alternate day off in lieu thereof. This day off shall be in addition to the pay and leave for the day worked as provided for in (c) below.

(b) The rate of pay for work on a Statutory Holiday shall be time and one half (1 ½) the straight time hourly rate. Only the straight time value of the leave portion of earnings shall be credited to the lay day account -i.e. 1.24 of a normal day's pay.

(c) For each Statutory Holiday not worked or for each alternate day off in place of a Statutory Holiday worked, an Employee shall be paid his regular pay for a normal day worked (12 hours) plus the leave he would earn for that day.

15.03 Employees 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.

15.04 Employees who do not receive either three (3) day period referred to in Section (c) above shall receive a three (3) consecutive day period of leave immediately on return to home port. All three (3) days in such case will be paid for at the Statutory Holiday rate.

15.05 Where the Company is unable to obtain the services of its Employees during the three (3) day period consisting of December 24th, 25th and 26th, Management personnel may be used.

ARTICLE 16

LEAVE (LAY DAYS)

16.01 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.

16.02 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.

16.03 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 21 (VESSELS IN PORT) shall be in effect.

16.04 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.

16.05 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 but such time shall be deducted from his next accumulated leave period.

16.06 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-four (24) hour period, the onus shall thereafter be upon the Company to inform the Employee as to sailing time.

- 16.07 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.
- 16.08 The Company shall give twenty-four (24) hours notice when leave of more than two (2) days is to be granted and provide at least twelve (12) hours confirmation.
- 16.09 In all occupational classifications covered by this Agreement, leave with pay shall be granted as set forth in 16.10, exclusive of annual vacation and statutory holidays.
- 16.10 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.
- 16.11 (a) 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 12) 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 12.
- (b) 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 17

LEAVE OF ABSENCE

- 17.01 Any Employee desiring leave of absence for any reason other than those set out in Sections 17.03, 17.04 and 17.05 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.

- 17.02 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.
- 17.03 (a) 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.
- (b) 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 only after fifty two (52) weeks on claim.
- 17.04 (a) 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.
- (b) 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.

(c) By mutual agreement between the parties leave of absence of up to three (3) years may be granted to an Employee who desires to work offshore with an employer engaged in foreign going shipping. Such an Employee's seniority shall remain dormant from the time leave is granted and until his return to the employ of the Company from which leave was taken. Under this arrangement leave of less than six (6) months will not be granted.

17.05 The Company will grant leave of absence to Employees 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 acts as members of any Guild Negotiating Committee.

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

17.06 It is agreed that before the Employee receives the leave of absence as set forth in Sections 17.04 and 17.05 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.

17.07 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.

17.08 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.

17.09 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.

An Employee in receipt of his regular earnings while giving service at court shall remit to the Company all monies paid to him by the Court, except travelling and meal allowance.

17.10 When a death occurs in the immediate family of an Employee the Employee shall be entitled to bereavement leave of up to four (4) calendar days on any normal working days which occur during the four (4) consecutive calendar days immediately following the day of the death. If the Employee has completed three (3) consecutive months of employment, this leave will be with pay.

DEFINITION

"Immediate Family" includes the spouse of the of the Employee and the following relatives of either the Employee or spouse (including common law spouse as defined by the Public Trustee) son, daughter, parent, grandparent, grandchildren, sister, brother and including other relatives residing with the Employee.

In unusual circumstances, where the deceased is not a member of the immediate family bereavement leave will be at the discretion of the Company.

ARTICLE 18

EDUCATION AND UPGRADING

18.01 The Parties agree that the initial Marine Emergency Duties (M.E.D.) Courses, A, B, & C are covered by the provisions of this clause.

The following concepts shall govern the payment of courses:

- (a) On Company required education and training programs, the employer will bear all costs of tuition, and including wages, ***at the hourly rate for all hours spent on training (minimum four (4) hours).***

- (b) 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 18.03 below. An Employee who fails to successfully complete a course shall reimburse the Company for tuition, books and fees.
- (c) On required upgrading arising out of government regulations, the employer will assist the Employee along the lines outlined in (b) above.
- (d) ***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.

18.02 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.

18.03 (a) If an Employee runs out of leave time during attendance at a course required the Company, the Company shall loan him funds to the extent of continuing the Employee'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.

(b) If Government assistance is available, the Employee shall apply and if granted, the amount advanced by the Company during the course shall be reduced by the sum of such government assistance.

18.04 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.

18.05 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.

ARTICLE 19

DUTIES

Deck Officers

- 19.01 (a) The Master is in command of the vessel and the duties of all crew members regardless of position come under his direct control.
- (b) The duties of a Deck Officer shall be primarily those of a Navigating Officer and a working supervisor of Unlicensed Crew members.
- (c) A Deck Officer shall not be required to perform the work of an Unlicensed Crew member except when his assistance is necessary.

Engineers

19.02 The prime responsibility of an Engineer is to operate and maintain the engine room equipment and to maintain other mechanical equipment on the vessel. Engineers shall not perform duties customarily performed by Unlicensed personnel, provided that on one (1) Engineer vessels with two (2) or less Deckhands, the Engineer may be required to perform limited duties aboard the vessel other than his customary duties however, he shall not be requested to perform such duties if they interfere with his necessary engineering duties.

Bargeman

19.03 The prime responsibility, of the Bargeman, is to operate and maintain the oil barges and equipment. Bargemen will not be expected to perform duties that they have not been trained for.

- (a) Employees sailing in other categories may be trained and used in

place of a Bargeman where none are available. They will not be expected to perform duties that they have not been trained for.

Cook/Deckhand - Deckhand

19.04 ***The customary duties of the Cook/Deckhand shall be those duties which have traditionally been done by a Cook/Deckhand as assigned by the Master and include ordering and menu planning to ensure balanced meals and will be arranged so that:***

- (a) ***meals are served within the time limits set out in article 32.03***
- (b) ***sufficient time is allowed for food preparation prior to meal hours, and for clean-up. During the period of food preparation and serving the Cook/Deckhand's prime function is in the galley. During these periods, it is recognized, that in order to meet regulatory requirements and operational needs the Cook/deckhand may be required to work outside the galley for short periods which will not adversely affect the preparation of meals.***
- (c) ***Cook/Deckhands will not be required to chip and paint or soogee on the exterior of the vessel or in the engine room and shall only be required to hose the vessel down to maintain safe working conditions.***

ARTICLE 20

DUTIES OTHER THAN

- 20.01 (a) An Employee who performs duties such as handling cargo, ***fuel hoses***, gear or boomchains other than for the vessel's own use, shall be paid for each hour so worked on watch a premium of one and half (1 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;
- (b) The minimum payment for work set out in (a) 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.

(c) If the ship's stores are other than those described in (a), the loading and unloading of such stores shall be paid for as cargo in accordance with the provisions of (a).

(d) An Employee not properly trained or certificated to load or discharge oil or chemical barges shall not be required to perform such work.

20.02 In addition, Employees 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-ship duties and shall be paid in accordance with the provisions of Section 20.1 (a).

20.03 Engineers shall be paid in accordance with the provisions of Section 20.01 for the following: Cleaning smoke stacks, boilers, bilges, **rose boxes**, oil spills (unless caused by themselves) and sewage systems. Engineers shall be paid in accordance with Section 21.1 (a) for the following unless the vessel is in port and they are working by on a voluntary basis: - (cleaning) bilges oil separating centrifuges, oil tanks, air boxes, inlet ports, exhaust ports of internal combustion engines.

20.04 Cook/Deckhands shall be paid in accordance with the provisions of Section 20.1 for the following: Working in confined spaces; cleaning under winches. In addition, Cook/Deckhands shall receive four dollars thirty-nine cents (\$4.39) for each guest meal served. A guest is anyone not comprising the crew. Management staff on official Company business shall not be considered guests.

20.05 ***Fuel - Fuel for the vessel's own use shall not be considered as cargo so long as it is loaded from the tow or from an oil dock or barge which is alongside the vessel. In conditions other than this, when crew members are required to go off the vessel, dock or barge to load fuel, it shall be paid for in accordance with article 20.1.***

20.06 The provisions of this Article shall not apply when safety of life at sea is involved.

ARTICLE 21

VESSELS IN PORT

21.01 (a) When a vessel is tied up for repairs, overhauls, alterations, assembling and dismantling, carried out by the Company, watches and shifts may be broken provided reasonable notice is given. Employees may be assigned to day work. Three (3) shifts shall be permitted of eight (8) hours length, inclusive of a one-half (½) hour meal break. Eight (8) hours pay shall be paid for seven and one-half (7 ½) hours work. For work on the afternoon or graveyard shifts a seven percent (7%) differential shall be paid over and above the basic rate of wages. Where possible the employer will endeavour to provide forty-eight (48) hours of notice of putting the vessel into annual overhaul.

(b) When an Employee, who lives out of town, works by during an overhaul or repairs he shall be provided with accommodation and meals. When meals are not provided a subsistence rate of **thirty six dollars (\$36.00)** per day will be paid on the basis of **ten dollars (\$10.00)** for breakfast, **ten dollars (\$10.00)** for lunch(s) and **sixteen dollars (\$16.00)** for dinner.

(c) Where a Bargeman is required to work through the designated meal period and meals are not provided, he shall receive the subsistence allowance provided in 21.01 (b) for meals at:

0600	breakfast
1200	lunch
1800	dinner
2400	night lunch

21.02 As a general rule repair work or overhaul will not be carried out on Saturday or Sunday or Statutory Holidays or afternoon or graveyard shift.

21.03 For the purpose of this Article, the regular hours of work for a vessel in port will be thirty-seven and one-half (37 ½) hours per week. Any time worked in excess of (37 ½) hours per week, or on a Statutory Holiday shall be paid at the overtime rate in accordance with Article 25.01.

21.04 (a) Employees working under this Article 21. shall be known as Non-Live Aboards.

(b) The rate of pay for an Employee required for overhaul work shall not be less than his hourly rate.

21.05 When a vessel is away from the home port, watches shall not be broken and the conditions in Sections 21.01, 21.02, 21.03, and 21.04 shall not apply.

However, notwithstanding the above, watches may be broken at the discretion of the Masters on Foreign Going and Home Trade Class I and II voyages in accordance with the foregoing. In the above instances Section 21.01, 21.02, 21.03, and 21.04 shall not apply.

21.06 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 regular posting to that Vessel. This requirement may be waived where the Chief Engineer has been previously employed on a Vessel with a similar engine 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.

21.07 Where an engineer works by, and the time between sailing is less than twenty-four (24) hours, he shall remain on ships pay.

21.08 One Master normally assigned to the vessel shall be in attendance during steamship inspection of life saving and fire fighting equipment.

ARTICLE 22

CLOTHING

22.01 If an Employee is required to wear a uniform the Company will supply, maintain and clean such uniform.

22.02 The Company will provide any protective clothing or equipment required and approved by Workers' Compensation Regulations for the handling of specific cargo requiring same.

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.

22.03 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.

22.04 Upon request by Employees, the Company shall supply the following:

(a) Proper work gloves, free of charge, suitable to the work to be performed.

(b) Rain jackets and pants - at employer's cost, to be recovered from the Employee.

(i) with respect to Bargemen, the Company shall issue rain gear and will re-issue as required by condition at no cost to the Bargeman.

(c) **Two** pair of good quality coveralls free of charge, as may be required for the protection of the Employees while performing their duties.

(d) 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 Employee leaves the employ of the Company before acquiring six (6) months service the allowance will be deducted from final pay.

(e) The Company shall provide each Employee on request a M.O.T.

approved or U-VICstyle 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 **\$130.00** 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.

- (f) One air breathing apparatus to be supplied aboard each continuously operating vessel. The apparatus shall be equivalent to the "Robert Shaw Five Minute Device".

22.05 ***The employer will reimburse each Employee for the purchase price of one set of personally fitted (filtered or unfiltered) ear plugs. Entitlement to replacement earplugs will be once every four (4) years.***

ARTICLE 23

TOWBOAT ACCOMMODATION

23.01 Both parties subscribe to the Towboat Accommodation Regulations as contained in the Canada Shipping Act.

In addition the Company agrees to furnish the following.

- (a) A washing machine and proper facilities for drying clothes.
- (b) A TV to be supplied to the vessel for the use of the crew.

ARTICLE 24

RATES OF PAY

24.01 (a) Effective October 1, 2000 the rates are increased by **2%** and are as contained in Appendix "B".

- (b) Effective October 1, 2001 the rates are increased by **2 ½%** and are as contained in Appendix "B"
- (c) Effective October 1, 2002 the rates are increased by **3%** and are as contained in Appendix "B "

Full retroactivity shall be applicable to all Employees employed under this Collective Agreement and shall apply to wages, overtime and premium time and rates as of October 1, 2000.

24.02 The payroll procedures shall be as contained in Appendix "D"

ARTICLE 25

OVERTIME

25.01 Time worked in excess of regular hours to be paid at the rate of double the straight time hourly rate.

25.02 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 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.

25.03 Any Employee covered by this Agreement shall have the option of converting overtime, ***premium rates and statutory holiday pay*** into time off in lieu subject to:

- (a) Employees making an election any month to convert all or any part of said overtime, and
- (b) Employees who are due or are on scheduled leave (laydays), shall

be entitled to take such converted leave provided they give the Company seven (7) days notice (except under extenuating circumstances) prior to commencing the additional leave, and this leave shall not be unreasonably denied. This arrangement shall not give rise to red day payments.

- (c) On written request from an Employee his converted leave or part thereof in dollar value will be paid out up to six (6) times per year in conjunction with regular payroll cheques which fall on or approximate and of the following dates; January 1st, March 1st, May 1st, July 1st, September 1st, and November 1st, subject to a two (2) week advance written request.
- (d) Any 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."

25.04 The payment of overtime will not apply under the following exceptions:

- (a) In the event of an emergency at sea involving the safety of the vessel and crew.
- (b) When Masters are working hours which are covered by the flat rate payment for excessive hours set out in Article 34.

25.05 (a) 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).

- (b) If the overtime claim is disputed, a copy of the claim is to be returned by the Company to the Employee concerned before the next pay period together with reasons for rejecting the claim.

- (c) The Company 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.

25.06 All claims for overtime may be first applied against red days.

25.07 ***Notwithstanding the foregoing it is agreed that with respect to specific runs a identified in Appendix "F" "Letter of Understanding" "Flat Rate Overtime", these rates shall supercede this Article.***

ARTICLE 26

MANNING

26.01 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.

- (a) The crew of a commercially operated tug shall be a minimum of two (2) men.
- (b) The manning of a tug shall allow for two (2) men being available to the wheelhouse at all times the vessel is underway; this means one Deck Officer in charge and one other person who shall be under the direct control of and readily available to assist the Officer in charge. However, the duties of all crew members regardless of position shall come under the direct control of the Master.
- (c) Whenever a crew member is required to work aboard a tow out of sight from the tug control station, he shall be supplied with a suitable communication device which will allow for immediate communication at all times and will not restrict his movements.
- (d) 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 Employee work more than sixteen (16) hours overtime in any consecutive seven (7) day period.

- (e) The Guild and the Company subscribe to the provisions of the "Hours of Rest" as contained in the Canada Shipping Act Regulations.
- (f) Each crew member must take the hours of rest to which he is entitled under this Article.

26.02 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 duties as follows:

Operational Checks

1. Drain water from fuel system.
2. Drain water from air receivers.
3. Drain water from air control system.
4. Check batteries, hydrometer reading and add water.
5. Check voltage regulator and adjust rheostat when necessary.
6. Check and maintain oil level in base of main engine, auxiliary engine, reduction gear and air compressors.
7. Check and maintain cooling water level in main engines and auxiliary engines.
8. Check **and maintain** stuffing boxes and report.
9. Check alarm systems.
10. Record and report repairs.
11. Check and pump bilges.
12. Check steering hydraulic hoses and rams for leaks.
13. Check and maintain fuel levels.

Servicing of Main and Auxiliary Engines.

Master, Mate, **Cook/Deckhand or Bargeman 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 **crew member** 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.

26.03 The Company and the Guild subscribe to the provisions of the "Hours of Rest Regulations as contained in the Canada Shipping Act.

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

26.04 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.

26.05 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 11.08.

ARTICLE 27

JOINT SAFETY COMMITTEE

27.01 The Company and the Guild subscribe to safe working practices aboard the vessel. To this end both will cooperate to ensure safe working conditions aboard the vessel,

ARTICLE 28

LIABILITY INSURANCE

28.01 The Company will provide to the extent possible for the inclusion of the employees under their Liability Insurance. The intent is to prevent separate actions against Employees by allowing the Company's policy to represent a single and unified defence against Third Party Claims.

ARTICLE 29

SEVERANCE PAY

29.01 Employees with more than one (1) 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.

ARTICLE 30

HOURS ON DUTY

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

Notwithstanding the above, Masters may be non-watchkeepers where the Deck Officer complement includes two (2) Mates and likewise Chief Engineers may be non-watchkeepers where the engine room **is automated**.

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.

30.02 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 officer a minimum of twenty four (24) hours notice of sailing. In the event less than twenty four (24) hours notice is given for a scheduled crew change an Employee shall have the right to refuse to join the vessel or, if he joins, shall receive a penalty payment of two (2) hours straight time pay, except where unforeseen circumstances arise which are clearly beyond the Company's control (***illness or injury***).

30.03 An Employee shall give twenty-four (24) hours notice when requesting leave, except under extenuating circumstances.

30.04 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.

30.05 One half (½) day's pay and leave earned shall be paid to any Employee leaving a vessel prior to mid Work Day (the twelfth hour), an Employee joining prior to mid Work Day 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 mid Work Day. An Employee joining after mid Work Day shall be paid one-half (½) day's pay and leave earned. Excepted from this provision are those Employee's on anniversary hour leave of 30.08 & 30.09.

30.06 When a regular crew change occurs two (2) hours or less after the Anniversary Hour an Employee shall only be entitled to overtime payments in accordance with Article 25. Article 30.10 below will continue where applicable.

Notwithstanding the aforementioned, an Employee shall receive a payment of one-half (½) days pay for an air crew change within two (2) hours either side of the Anniversary Hour or mid Work Day provided the Employee has departed or returned to his home port within this period. Employees who depart or return prior to or after this two (2) hour period shall be entitled to a full day's pay and leave earned. This paragraph is not applicable prior to 10:00 hours.

30.07 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 Employee's employed onboard that vessel shall be entitled to such Statutory Holiday Pay pro-rata.

- 30.08 Where a vessel is to be tied up in its home port and an Employee 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.
- 30.09 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.
- 30.10 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.
- 30.11 The hours of work for Bargemen shall be twelve hours per day. A Bargeman shall be paid a minimum of six (6) hours for any time worked in a day. Any time worked in excess of six (6) hours shall be paid as a full twelve (12) hour day.
- 30.12 Where barges load or discharge at more than one terminal, time worked shall be deemed to be continuous, where the Bargeman is not permitted to rest aboard an attending or available tug for a minimum of **six (6)** hours or is not permitted six (6) consecutive hours free and clear of duty.
- 30.13 Bargemen shall be considered to have commenced work upon their arrival at the job time ordered by the Company, for loading or discharging purposes.
- 30.14 Bargemen shall work on a Calendar Day system and starting time may vary during the calendar day, however, they shall be exempt from the provisions of Article 30.04 above.
- 30.15 ***Employees shall be scheduled so they have a minimum of seven (7) consecutive calendar days off in each calendar month.***

ARTICLE 31

HARBOUR OPERATIONS

- 31.01 ***An employee when employed on "Harbour Operations" shall report to a designated place known as the "home dock" at the shift starting time. If the Employee does not return to the "home dock" at the end of his shift, the Company will provide him transportation back to the "home dock". Company to provide travel insurance as under Article 33 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.***
- 31.02 ***There shall be no crew change between 2400 hours and 0600 hours except for emergencies such as injuries and illness.***

ARTICLE 32

SUBSISTENCE

- 32.01 Subsistence of top grade, quality and in sufficient quantities shall be supplied on all vessels.
- 32.02 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.
- 32.03 Meal hours for Employees covered by this Agreement shall be as follows:
- | | |
|-----------|------------------------|
| 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 (½) 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.

32.04 Penalty Meal Hours

(a) 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.

(b) 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 Officer 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.

32.05 Ingredients for night lunches shall be provided.

32.06 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.

32.07 Where subsistence is not available, (shift tug operation) an allowance shall be paid to the concerned employee, at the rate of **sixteen dollars seventy cents (\$16.70)** per day worked.

ARTICLE 33

TRAVEL AND TRANSFERS

33.01 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.

33.02 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.

33.03 ***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:***

(a) remaining with the vessel and bearing his own transportation, travel, board and lodging costs (if any), or

(b) Exercising his rights of seniority under Article 12.

ARTICLE 34

PAYMENT FOR EXCESSIVE HOURS

34.01 A Master of a continuous operating vessel normally works a 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 **three hundred thirty dollars (\$330.00)** in recognition of actual hours worked. This payment will constitute remuneration for the number of hours determined by the following formula:

= hours rounded to the nearest whole number

\$330.00

Tim
e overtime rate for the
Master concerned

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.

34.02 Flat rate calculations - A standard system of calculating the flat rate for the excessive hours shall be adopted, namely:

$$\frac{\text{Monthly rate} \times 12 \text{ months}}{365} = \text{Rate per calendar day in the employ of the Company excepting when in receipt of Workers Compensation, welfare payments, while on vacation or while on leave of absence.}$$

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

34.04 All time worked under this Article shall be calculated in minimum increments of one-half ($\frac{1}{2}$) hour.

ARTICLE 35

TERM OF AGREEMENT

35.01 This Agreement shall be effective from **October 1st, 2000** and shall remain in effect until **September 30th, 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 anytime after **June 30th, 2003**. After such Notice has been given, specific proposals (if any) must then be submitted and negotiations commenced within ten (10) days of the date of notice.

ARTICLE 36

RETROACTIVE PAY

36.01 The Company shall pay full retroactive wages, overtime and holiday pay from **October 1st, 2000** to the date of signing to all Employees.

ARTICLE 37

UNION DISPATCH FEE

37.01 The Company agrees to pay to the Guild monthly the agreed Hiring Hall Fee of **one dollar fifteen cents (\$1.15)** for each payroll day for each Employee covered by this Collective Agreement.

ARTICLE 38

NOISE LEVEL READINGS

38.01 The Company agrees that it shall have Noise Level Readings taken on all of their vessels.

38.02 The Noise Level readings shall be taken in accommodation areas, specifically sleeping cabins, galleys, messrooms, wheelhouses and recreation rooms. Such readings shall be taken when the vessel is either under static (pushing or pulling) conditions, or under tow at full engine load and with all essential auxiliary and ancillary machinery operating.

38.03 All Noise Level Readings are to be made available to the Guild for inspection upon request. Any subsequent Noise Level readings the Guild will be supplied with copies of findings.

38.04 Noise level readings shall be taken as follows:

- (a) The Company may take its own Noise Level readings and in this event the Guild may have an employee in attendance while the vessel(s) are being tested, or
- (b) Should the Guild dispute any Noise Level readings tendered, the Guild may then require further Noise Level readings with a Guild Representative in attendance.

38.05 **Audiometric Testing**

All sea-going personnel are to be given audiometric testing on an annual basis. Testing shall be done by Certified Audiometric Technicians, as acknowledged by the WCB and the Employee tested to be given his results, where available.

38.06 **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 WCB Industrial Health and Safety Regulations of BC

EXECUTED ON BEHALF OF:

ISLAND TUG & BARGE LTD.

EXECUTED ON BEHALF OF:

**CANADIAN MERCHANT
SERVICE GUILD**

DATED AT VANCOUVER, BC THIS _____ DAY OF _____, 2002.

LIST OF VESSELS

GROUP II (0 - 550 BHP)

Georgia Transporter

Island Chief

GROUP IV (901 - 1300 BHP)

Island Brave

Island Crown

Island Wave

GROUP VII (2401 - 3100)

Island Monarch

Island Tugger

APPENDIX "B"
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
Group 2	4,891.64	160.80	199.39	360.19	30.02	45.03	60.04
3	5,048.11	165.95	205.78	371.73	30.98	46.47	61.96
4	5,218.61	171.55	212.72	384.27	32.02	48.03	64.04
5	5,395.15	177.36	219.93	397.29	33.11	49.67	66.22
6	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
7	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
8	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
9	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

OCTOBER 1, 2000

CHIEF ENGINEERS

	MONTHLY BASIC	CALENDAR DAY	PAY FOR LEAVE	EARN. PER DAY WRKD	RATE PER HOUR	TIME AND ONE HALF	DOUBLE TIME
Group 2	4,726.17	155.36	192.65	348.01	29.00	43.50	58.00
3	4,882.09	160.49	199.01	359.50	29.96	44.94	59.92
4	5,048.11	165.95	205.78	371.73	30.98	46.47	61.96
5	5,218.61	171.55	212.72	384.27	32.02	48.03	64.04
6	5,395.15	177.36	219.93	397.29	33.11	49.67	66.22
7	5,571.77	183.16	227.12	410.28	34.19	51.29	68.38
8	5,748.35	188.97	234.32	423.29	35.27	52.91	70.54
9	5,929.71	194.93	241.71	436.64	36.39	54.59	72.78

OCTOBER 1, 2000

MATES & 2nd ENGINEERS

	MONTHLY BASIC	CALENDAR DAY	PAY FOR LEAVE	EARN. PER DAY WORKED	RATE PER HOUR	TIME AND ONE HALF	DOUBLE TIME
Group 2	4,373.92	143.78	178.29	322.07	26.84	40.26	53.68
3	4,446.18	146.16	181.24	327.40	27.28	40.92	54.56
4	4,521.53	148.64	184.31	332.95	27.75	41.63	55.50
5	4,607.31	151.46	187.81	339.27	28.27	42.41	56.54
6	4,706.88	154.73	191.87	346.60	28.88	43.32	57.76
7	4,818.06	158.38	196.39	354.77	29.56	44.34	59.12
8	4,929.30	162.04	200.93	362.97	30.25	45.38	60.50
9	5,037.75	165.61	205.36	370.97	30.91	46.37	61.82

NOTE: Bargemen shall be paid at the Group 4 Rate of Pay

OCTOBER 1, 2000

2nd MATE - 3RD ENGINEER

	MONTHLY BASIC	CALENDAR DAY	PAY FOR LEAVE	EARN. PER DAY WORKED	RATE PER HOUR	TIME AND ONE HALF	DOUBLE TIME
Group 2	4362.70	143.42	177.84	321.26	26.77	40.16	53.54
3	4,434.96	145.79	180.78	326.57	27.21	40.82	54.42
4	4,510.31	148.27	183.85	332.12	27.68	41.52	55.36
5	4,596.09	151.09	187.35	338.44	28.20	42.30	56.40
6	4,695.66	154.36	191.41	345.77	28.81	43.22	57.62
7	4,806.84	158.02	195.94	353.96	29.50	44.24	59.00
8	4,918.08	161.67	200.47	362.14	30.18	45.27	60.36
9	5,026.53	165.24	204.89	370.13	30.84	46.27	61.68

NOTE: Monthly Basic \$11.00 less than MATES rate

OCTOBER 1, 2000

**NON-CERTIFICATED
MATES & 2ND ENGINEERS**

	MONTHLY BASIC	CALENDAR DAY	PAY FOR LEAVE	EARN PER DAY WORKED	RATE PER HOUR	TIME AND ONE HALF	DOUBLE TIME
Group 2	4,255.13	140.71	174.48	315.19	26.27	39.40	52.54
3	4,327.36	142.25	176.39	318.64	26.55	39.83	53.10

4	4,402.73	144.73	179.47	324.20	27.02	40.52	54.04
5	4,488.48	147.55	182.96	330.51	27.54	41.31	55.08
6	4,623.72	152.00	188.48	340.48	28.37	42.56	56.74
7	4,699.25	154.48	191.55	346.03	28.84	43.25	57.68
8	4,810.49	158.14	196.09	354.23	29.52	44.28	59.04
9	4,918.92	161.70	200.51	362.21	30.18	45.28	60.36

OCTOBER 1, 2000

**NEW HIRES IN POSITION OF
2ND MATE & 3RD ENGINEER**

	MONTHLY BASIC	CALENDAR DAY	PAY FOR LEAVE	EARN. PER DAY WORKED	RATE PER HOUR	TIME AND ONE HALF	DOUBLE TIME
Group 2	4,323.92	142.14	176.25	318.39	26.53	39.80	53.06
3	4,396.18	144.52	179.20	323.72	26.98	40.47	53.96
4	4,471.53	146.99	182.27	329.26	27.44	41.16	54.88
5	4,557.31	149.81	185.76	335.57	27.96	41.94	55.92
6	4,656.88	153.09	189.83	342.92	28.58	42.87	57.16
7	4,768.06	156.74	194.36	351.10	29.26	43.89	58.52
8	4,879.30	160.40	198.90	359.30	29.94	44.91	59.88
9	4987.75	163.96	203.31	367.27	30.61	45.92	61.22

NOTE: Mates Rate less \$50.00 (Monthly)

OCTOBER 1, 2000

NON-CERTIFIED RATES

	MONTHLY BASIC	CALENDAR DAY	PAY FOR LEAVE	EARN. PER DAY WORKED	RATE PER HOUR	TIME AND ONE HALF	DOUBLE TIME
Deck Hand	3,762.95	123.70	153.38	277.08	23.09	34.64	46.18
D/H (Shift Tug)	3,823.19	125.68	155.84	281.52	23.46	35.19	46.92
Cook	3,852.39	126.64	157.04	283.68	23.64	35.46	47.28
D/H-Cook	3,873.68	127.34	157.90	285.24	23.77	35.66	47.54

CMSG WAGE RATES EFFECTIVE OCTOBER 1, 2001

MASTERS

	MONTHLY BASIC	CALENDAR DAY	PAY FOR LEAVE	EARN. PER DAY WORKED	RATE PER HOUR	TIME AND ONE HALF	DOUBLE TIME
Group 2	5,013.93	164.82	204.38	369.20	30.77	46.16	61.54
3	5,174.31	170.10	210.92	381.02	31.75	47.63	63.50
4	5,349.08	175.84	218.04	393.88	32.82	49.23	65.64
5	5,530.03	181.79	225.42	407.21	33.93	50.90	67.86
6	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
7	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
8	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
9	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

NOTE: 2nd rates are for NON-WATCHKEEPERS

OCTOBER 1, 2001

CHIEF ENGINEERS

	MONTHLY BASIC	CALENDAR DAY	PAY FOR LEAVE	EARN. PER DAY WORKED	RATE PER HOUR	TIME AND ONE HALF	DOUBLE TIME
Group 2	4,844.32	159.25	197.47	356.72	29.73	44.60	59.46
3	5,004.14	164.50	203.98	368.48	30.71	46.07	61.42
4	5,174.31	170.10	210.92	381.02	31.75	47.63	63.50
5	5,349.08	175.84	218.04	393.88	32.82	49.23	65.64
6	5,530.03	181.79	225.42	407.21	33.93	50.90	67.86
7	5,711.06	187.74	232.80	420.54	35.05	52.58	70.10
8	5,892.06	193.69	240.18	433.87	36.16	54.24	72.32
9	6,077.95	199.80	247.75	447.55	37.30	55.95	74.60

OCTOBER 1, 2001

MATES & 2ND ENGINEERS

	MONTHLY BASIC	CALENDAR DAY	PAY FOR LEAVE	EARN. PER DAY WORKED	RATE PER HOUR	TIME AND ONE HALF	DOUBLE TIME
Group 2	4,483.27	147.38	182.75	330.13	27.51	41.27	55.02
3	4,557.33	149.81	185.76	335.57	27.96	41.94	55.92
4	4,634.57	152.35	188.91	341.26	28.44	42.66	56.88
5	4,722.49	155.24	192.50	347.74	28.98	43.47	57.96
6	4,824.55	158.60	196.66	355.26	29.61	44.42	59.22
7	4,938.51	162.34	201.30	363.64	30.30	45.45	60.60
8	5,052.53	166.09	205.95	372.04	31.00	46.50	62.00
9	5,163.69	169.75	210.49	380.24	31.69	47.54	63.38

NOTE: Bargemen shall be paid at the Group 4 rate of pay.

OCTOBER 2, 2001

**NON-CERTIFICATED MATES
& 2ND ENGINEERS**

	MONTHLY BASIC	CALENDAR DAY	PAY FOR LEAVE	EARN. PER DAY WORKED	RATE PER HOUR	TIME AND ONE HALF	DOUBLE TIME
Group 2	4,361.51	143.38	177.79	321.17	26.76	40.14	53.52
3	4,435.54	145.81	180.80	326.61	27.22	40.83	54.44
4	4,512.80	148.35	183.95	332.30	27.69	41.54	55.38
5	4,600.69	151.24	187.54	338.78	28.23	42.35	56.46
6	4,739.31	155.80	193.19	348.99	29.08	43.62	58.16
7	4,816.73	158.34	196.34	354.68	29.56	44.34	59.12
8	4,930.75	162.09	200.99	363.08	30.26	45.39	60.52
9	5,041.89	165.74	205.52	371.26	30.94	46.41	61.88

OCTOBER 1, 2001

2ND MATE, 3RD ENGINEER

	MONTHLY BASIC	CALENDAR DAY	PAY FOR LEAVE	EARN. PER DAY WORKED	RATE PER HOUR	TIME AND ONE HALF	DOUBLE TIME
Group 2	5,480.03	180.15	223.39	403.54	33.63	50.45	67.26
3	5,661.06	186.10	230.76	416.86	34.74	52.11	69.48
4	6,025.63	198.08	245.62	443.70	36.98	55.47	73.96
5	5,842.06	192.05	238.14	430.19	35.85	53.78	71.70
6	6,206.61	204.03	253.00	457.03	38.09	57.14	76.18
7	6,027.95	198.16	245.72	443.88	36.99	55.49	73.98
8	6,392.48	210.14	260.57	470.71	39.23	58.85	78.46
9	6,208.97	204.11	253.10	457.21	38.10	57.15	76.20

NOTE: Monthly basic \$11.00 less than MATES Rate.

OCTOBER 1, 2001

NEW HIRES IN POSITION OF
2ND MATE, 3RD ENGINEER

	MONTHLY BASIC	CALENDAR DAY	PAY FOR LEAVE	EARN. PER DAY WORKED	RATE PER HOUR	TIME AND ONE HALF	DOUBLE TIME
Group 2	4,433.27	145.74	180.71	326.45	27.20	40.81	54.40
3	4,507.33	148.17	183.73	331.90	27.66	41.48	55.32
4	4,584.57	150.71	186.88	337.59	28.13	42.20	56.26
5	4,672.49	153.60	190.46	344.06	28.67	43.01	57.34
6	4,774.55	156.95	194.62	351.57	29.30	43.95	58.60
7	4,888.51	160.70	199.27	359.97	30.00	45.00	60.00
8	5,002.53	164.45	203.92	368.37	30.70	46.05	61.40
9	5,113.39	168.09	208.44	376.53	31.38	47.07	62.76

NOTE: Mates rate less \$50.00 (monthly)

OCTOBER 1, 2001

NON-CERTIFIED RATES

	MONTHLY BASIC	CALENDAR DAY	PAY FOR LEAVE	EARN. PER DAY WORKED	RATE PER HOUR	TIME AND ONE HALF	DOUBLE TIME
Deck Hand	3,854.26	126.80	157.24	284.04	23.67	35.51	47.34
D/H (Shift Tug)	3,919.31	128.84	159.76	288.60	24.05	36.08	48.10
Cook	3,948.52	129.80	160.96	290.76	24.23	36.35	48.46
D/H-Cook	3,969.81	130.50	161.82	292.32	24.36	36.54	48.72

CMSG WAGE RATES EFFECTIVE OCTOBER 1, 2002

MASTERS

	MONTHLY BASIC	CALENDAR DAY	PAY FOR LEAVE	EARN. PER DAY WORKED	RATE PER HOUR	TIME AND ONE HALF	DOUBLE TIME
Group 2	5,164.35	169.77	210.51	380.28	31.69	47.54	63.38
3	5,329.54	175.20	217.25	392.45	32.70	49.05	65.40
4	5,509.55	181.12	224.59	405.71	33.81	50.72	67.62
5	5,695.93	187.24	232.18	419.42	34.95	52.43	69.90
6	5,882.39	193.37	239.78	433.15	36.10	54.15	72.20
	6,257.90	205.72	255.09	460.81	38.40	57.60	76.80
7	6,068.82	199.50	247.38	446.88	37.24	55.86	74.48
	6,444.31	211.84	262.68	474.52	39.54	59.31	79.08
8	6,260.29	205.80	255.19	460.99	38.42	57.63	76.84
	6,635.75	218.14	270.49	488.63	40.72	61.08	81.44
9	6,446.74	211.92	262.78	474.70	39.56	59.34	79.12
	6,822.24	224.27	278.09	502.36	41.86	62.79	83.72

NOTE: 2nd rates are for Non-Watchkeepers

OCTOBER 1, 2002

CHIEF ENGINEERS

	MONTHLY BASIC	CALENDAR DAY	PAY FOR LEAVE	EARN. PER DAY WORKED	RATE PER HOUR	TIME AND ONE HALF	DOUBLE TIME
Group 2	4,989.65	164.03	203.40	367.43	30.62	45.93	61.24
3	5,154.26	169.44	210.11	379.55	31.63	47.45	63.26
4	5,329.54	175.20	217.25	392.45	32.70	49.05	65.40
5	5,509.55	181.12	224.59	405.71	33.81	50.72	67.62
6	5,695.93	187.24	232.18	419.42	34.95	52.43	69.90
7	5,882.39	193.37	239.78	433.15	36.10	54.15	72.20
8	6,068.82	199.50	247.38	446.88	37.24	55.86	74.48
9	6,260.29	205.80	255.19	460.99	38.42	57.63	76.84

OCTOBER 1, 2002

MATES & 2ND ENGINEERS

	MONTHLY BASIC	CALENDAR DAY	PAY FOR LEAVE	EARN. PER DAY WORKED	RATE PER HOUR	TIME AND ONE HALF	DOUBLE TIME
Group 2	4,617.77	151.80	188.23	340.03	28.34	42.51	56.68
3	4,694.05	154.31	191.34	345.65	28.80	43.20	57.60
4	4,773.61	156.92	194.58	351.50	29.29	43.94	58.58
5	4,864.16	159.90	198.28	358.18	29.85	44.78	59.70
6	4,969.29	163.36	202.57	365.93	30.49	45.74	60.98
7	5,086.67	167.21	207.34	374.55	31.21	46.82	62.42
8	5,204.11	171.08	212.14	383.22	31.94	47.91	63.88
9	5,318.60	174.84	216.80	391.64	32.64	48.96	65.28

NOTE: Bargemen shall be paid at the Group 4 Rate of Pay

OCTOBER 1, 2002

**NON-CERTIFICATED MATES
& 2ND ENGINEERS**

	MONTHLY BASIC	CALENDAR DAY	PAY FOR LEAVE	EARN. PER DAY WORKED	RATE PER HOUR	TIME AND ONE HALF	DOUBLE TIME
Group 2	4,492.36	147.68	183.12	330.80	27.57	41.36	55.14
3	4,568.61	150.18	186.22	336.40	28.03	42.05	56.06
4	4,648.18	152.80	189.47	342.27	28.52	42.78	57.04
5	4,738.71	155.78	193.17	348.95	29.08	43.62	58.16
6	4,881.49	160.47	198.98	359.45	29.95	44.93	59.90
7	4,961.23	163.09	202.23	365.32	30.44	45.66	60.88
8	5,078.67	166.95	207.02	373.97	31.16	46.74	62.32
9	5,193.15	170.71	211.68	382.39	31.87	47.81	63.74

**NEW HIRES IN POSITION OF
2ND MATE, 3RD ENGINEER**

	MONTHLY BASIC	CALENDAR DAY	PAY FOR LEAVE	EARN. PER DAY WORKED	RATE PER HOUR	TIME AND ONE HALF	DOUBLE TIME
Group 2	4,567.77	150.16	186.20	336.36	28.03	42.05	56.06
3	4,644.05	152.66	189.30	341.96	28.50	42.75	57.00
4	4,723.61	155.28	192.55	347.83	28.99	43.49	57.98
5	4,814.16	158.26	196.24	354.50	29.54	44.31	59.08
6	4,919.29	161.71	200.52	362.23	30.19	45.29	60.38
7	5,036.67	165.57	205.31	370.88	30.91	46.37	61.82
8	5,154.11	169.43	210.09	379.52	31.63	47.45	63.26
9	5,268.60	173.20	214.77	387.97	32.33	48.50	64.66

NOTE: Mates rate less \$50.00 (monthly)

OCTOBER 1, 2002

2ND MATES & 3RD ENGINEERS

	MONTHLY BASIC	CALENDAR DAY	PAY FOR LEAVE	EARN. PER DAY WORKED	RATE PER HOUR	TIME AND ONE HALF	DOUBLE TIME
Group 2	4,606.77	151.44	187.79	339.23	28.27	42.41	56.54
3	4,683.05	153.95	190.90	344.85	28.74	43.11	57.48
4	4,762.61	156.56	194.13	350.69	29.22	43.83	58.44
5	4,853.16	159.54	197.83	357.37	29.78	44.67	59.56
6	4,958.29	162.99	202.11	365.10	30.43	45.65	60.86
7	5,075.67	166.85	206.89	373.74	31.15	46.73	62.30
8	5,193.11	170.71	211.68	382.39	31.87	47.81	63.74
9	5,307.60	174.48	216.36	390.84	32.57	48.86	65.14

OCTOBER 1, 2002

**8-HOUR VESSELS
8-HOUR PERSONNEL**

	MONTHLY BASIC	CALENDAR DAY	PAY FOR LEAVE	EARN. PER DAY WORKED	RATE PER HOUR	TIME AND ONE HALF	DOUBLE TIME
Deck Hand	3,973.16	130.61	161.95	292.56	24.38	36.57	48.76
D/H (Shift Tug)	4,036.73	132.70	164.54	297.24	24.77	37.16	49.54
Cook	4,067.46	133.71	165.81	299.52	24.96	37.44	49.92
D/H-Cook	4,088.75	134.41	166.67	301.08	25.09	37.64	50.18

APPENDIX "C"

CREDIT AGREEMENT TO REPAY WAGE ADVANCES

Island Tug and 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 your firm. I hereby acknowledge these monies as my debt to you which I shall repay at first opportunity from future earnings from your firm. Should I not return to work within 12 months of my initial absence, I agree to repay the outstanding debt on demand and until demand, at the rate of \$350 per month payable on the first day of each month commencing the 14th month of my initial absence from your employ.

In the event of my death, the full amount shall be immediately due and owing upon payment of any life insurance proceeds or secondly, from my estate. In the event of any default by me under this letter agreement, the full amount shall also be immediately due and owing. All amounts owing to me at any time for vacation pay shall be applied against the debt.

As security for amounts payable under this letter agreement, I assign to you all amounts payable to me under or in respect of any of the following:

- (a) Guild Long-Term Disability Plan;
- (b) Guild Pension Plan or any other pension plan without limitation;
- (c) Amounts payable to me by any other employer;
- (d) Proceeds of Life Insurance maintained by Sun Life (or any replacement insurance carrier pursuant to the Guild Health Plan);
- (e) Amounts payable to me by you, including without limitation vacation pay.

I acknowledge receipt of a copy of this letter agreement which constitutes a security agreement.

I agree that this letter agreement shall serve as an irrevocable direction to the parties making the payments referred to under (a) to (d) above 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.

If, for whatever reason, I fail to comply with the terms of this letter agreement, I shall be fully responsible for and pay all costs of any legal actions brought against me to enforce the terms of the letter agreement. This letter agreement is irrevocable and shall enure to the benefit of you and your successors and assigns and shall bind me and my heirs, executors, administrators, successors and assigns.

Yours truly

Signature

Name (Employee)

Address

Occupation

APPENDIX "D"

LETTER OF UNDERSTANDING - 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' officers 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 lay day 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. **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.
4. Upon request by an employee his 'converted overtime to leave' will be shown on his pay statement.
5. Any proposed change in payroll procedures will be by mutual agreement

between the parties.

APPENDIX "E"

Letter of Understanding

Canadian Merchant Service Guild
230 West Broadway St.
Vancouver, BC
V5Y 1P7

Attention: Leo Gray
Secretary-Treasurer

Dear Sir:

New Hire Officer Declaration of Guild Membership Status

It was agreed during Collective Bargaining that Employees hired will sign a letter attesting that they are members in good standing with the Guild.

Yours truly

SUGGESTED LETTER FORMAT:

TO: Island Tug and Barge Ltd.

FROM: (New Officer)

Dear Sirs,

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

Yours truly,
(signature)

APPENDIX "F"

FLAT RATE OVERTIME ON SPECIFIC NAMED VOYAGES

Hours below to be paid at the straight time hourly rate in lieu of Article 25 (overtime) for each day worked on the specified voyage pro-rata,

North Coast Fuel and Equipment

Master -	4.8
Mate -	3.8
Cook/DH -	3.5
Bargeman -	4.5

South Coast Fuel and Equipment

Master -	4.3
Mate -	3.3
Cook/DH -	3
Bargeman -	4

APPENDIX "G"

LETTER OF UNDERSTANDING

REASONABLE COSTS

Canadian Merchant Service Guild
230 West Broadway
Vancouver, BC

Attention: Leo M. Gray

Dear Sir:

ARTICLE 33.03 - "Reasonable Costs"

Some question has arisen as to the meaning of the term "reasonable costs" as it appears in ARTICLE 33.03 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.