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SOURCE	UNION		
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TERM.	31	12	84
No. OF EMPLOYEES	30		
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I N D E X

MEMORANDUM OF AGREEMENT

EASTERN CANADA TOWING LIMITED AND CANADIAN MERCHANT SERVICE GUILD

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COLLECTIVE AGREEMENT

BETWEEN: EASTERN CANADA TOWING LIMITED  
(hereinafter called the "Company")

AND CANADIAN MERCHANT SERVICE GUILD  
Representing the Masters and Chief Engineers  
(hereinafter called the "Guild")

This agreement witnesseth as follows:

PURPOSE OF AGREEMENT

The general purpose of this Agreement is to ensure for the Company, the Guild, and the Masters and Chief Engineers, excluding marine superintendents and salvage officers, employed by the Company on all their vessels and tugs, the full benefits of orderly and legal collective bargaining and to ensure, to the utmost extent possible the safety and physical welfare of the Masters and Chief Engineers, economy of operation, standard of service, and protection of the Company's property. It is recognized by this Agreement to be the duty of the Company, the Guild and the said Masters and Chief Engineers to co-operate fully, individually and collectively, for the advancement of the said conditions.

DEFINITIONS

"Hours of Work" - shall include actual time spent watch-keeping while the vessel is underway and all time spent in maintenance and repairs while the tug is tied up.

"Foreign Port" - shall mean any port in Canada or foreign countries, at which a vessel is not currently stationed.

"Membership Dues" - means the dues established pursuant to the constitution of the Guild as the dues payable by its members as a consequence of their membership in the Guild and may include any initiation fee, insurance premium or special levy.

"One Day" - shall consist of twenty-four (24) consecutive hours and shall commence at 00:00 hours and terminate at 24:00 hours (midnight to midnight).

ARTICLE 1 - RECOGNITION

1.1 The Guild is recognised as the sole and exclusive collective bargaining agent for the category of employees of the Company, comprising Masters and Chief Engineers, employed on the Company's tugs and vessels.

## ARTICLE 2 - MANAGEMENT RIGHTS

2.1 The Guild agrees and acknowledges that the Company has the exclusive right to manage the business and to exercise such right without restriction.

2.2 Without restricting the generality of the foregoing paragraph, it is the exclusive function of the Company,

(a) to hire, direct, promote, demote, lay-off, transfer, suspend, discipline and discharge Masters and Chief Engineers and to increase and decrease working forces;

(b) to determine the rules and regulations to be observed by it's employees, violations of which may be cause for discipline which includes discharge.

2.3 The Company **recognizes** that the Guild has recourse through the grievance procedure, if it feels that the Company has exercised any of the foregoing rights contrary to the terms of this Agreement.

## ARTICLE 3 - CONDITIONS OF EMPLOYMENT

3.1 As a condition of employment, all Masters and Chief Engineers hired after the date of this Agreement shall, after a period of thirty (30) days, become members of the guild. The Company agrees to deduct from the pay of each employee covered by this Agreement the Membership Dues of the Guild and will forward same to the office of the Guild, 3235 Granby Avenue, Montreal, Quebec and the Guild agrees to hold harmless the Company in so doing.

3.2 All promotions, lay-offs and **rehirings**, shall be made on a seniority basis subject to qualifications, experience and ability to do **the** job. The Company shall be the judge. A seniority list containing the **names** of all employees covered by this Agreement will be compiled by the Company and posted on all tugs and in the Cookhouse at Halifax on March 31st each year. Such lists will show names, positions and the date of last entry into the service of the Company from which date seniority will commence. The name of an employee shall be placed on the seniority list immediately upon being employed in a position covered by this Agreement. Copies of the seniority list shall be forwarded to the Guild.

3.3 It is agreed between the Company and the Guild, that Masters and Chief Engineers previously employed by the Company shall have the first opportunity to be **re-hired**, providing that their ability, qualifications and performance are and have been satisfactory. The Company shall be the sole judge of ability, qualifications and performance.

3.4 If the Company is unable to find suitable applicants to fill vacancies, the Guild shall, when requested by the Company, use all the facilities of it's **organization** to locate the required personnel. Such personnel shall be subject to the approval of the Company.

ARTICLE 4 - HOURS OF WORK

4.1 Tugs assigned to Harbour Duty

- (a) Port of Halifax - one day on duty - 2 days off.
- (b) Port of **Sept-Iles** - one day on duty - 2 days off.
- (c) Port of **Baie Comeau** - one day on duty - 2 days off.

(d) Excess Lay Days

Under 4.1 (a), (b) and (c) , lay days in excess of regular day on - day off schedule shall be compensated for in cash at the daily rate stipulated in the Agreement or alternatively, they may be accumulated and taken not later than his next vacation leave.

(e) Strait of Canso

It is generally understood that the work schedule will be Monday to Friday of eight (8) hours per day from 0800 - 1700. Weekends and Statutory Holidays are exempt.

If the Master and Chief Engineer are called in to work weekends they shall be granted alternative "days off" as mutually agreed.

Masters and Chief Engineers shall be permitted to travel away from their vessel on weekends provided they leave a phone number where **they can** be reached and with the understanding the tug can be fully **crewed** and operational within four (4) hours.

Due to the existing **crewing** arrangement the Master shall receive extra remuneration of \$300.00 per month and the Chief Engineer shall receive \$200.00 per month in lieu of overtime.

(f) New Ports

In any new ports that may be developed, one Master shall be assigned to each tug.

They shall report for duty on the first five (5) days of each week. They shall be available for duty, if required, on the sixth (6th) and seventh (7th) days and shall receive compensation at the daily rate for these days regardless of whether or not they have **performed** any duties. Alternatively, these days may be accumulated and taken with his next vacation leave.

The Chief Engineer shall work a schedule of one day on and one day off.

However, should the activities of the port warrant it, the work **schedule** shall be altered to that for Halifax Harbour (4.1(a)) for as long as such increased port activities justifies an improved work schedule.

ARTICLE 4 - HOURS OF WORK CONT'D.

4.2 Call-Ins

- (a) If an employee, who is working a harbour tug schedule, is required to remain after the completion of his regular day on duty, or is recalled to work earlier than the start of his regular scheduled day on duty, he shall be paid for the extra hours worked at the rate of time and one-half the hourly rate stipulated in this Agreement. If the recall extends to more than eight (8) hours, he will receive one days pay at the daily rate stipulated in this Agreement and in addition accumulate time off in accordance with Article 4.1.
- (b) Employees recalled to work on their scheduled time off, in circumstances other than 4.2(a), will be paid for a minimum of three (3) hours at the rate of time and one-half. If the recall extends to more than eight (8) hours, he will receive one days pay at the daily rate stipulated in this Agreement and in addition accumulate time off in accordance with Article 4.1.
- (c) Should an employee be recalled to work on a Statutory Holiday, he shall be compensated in accordance with the terms outlined above.
- (d) If an employee working a harbour schedule is requested to remain after the regular shift change time to undertake a harbour assignment on a tug other than the tug on which he is serving, he shall receive a minimum of 3 hours pay at the rate of time and one-half the hourly rate stipulated in this Agreement.

4.3 Tugs Assigned to Other than Harbour Duties

(a) Three Watch System

When at sea personnel shall work a three (3) watch system of four (4) hours on and eight (8) hours off. Hours in excess of eight (8) hours worked in each day shall be compensated for at time and one-half the hourly rate stipulated in this Agreement.

Under a three (3) watch system (except on salvage jobs when the provisions of Article 4.3(c) shall apply) Masters and Chief Engineers shall earn two (2) days off per week commencing from the time the tug departs and continuing until completion of the voyage. When the sixth (6th) and seventh (7th) days are worked at sea, Masters and Chief Engineers shall have the option of being paid for the days off missed at the daily rate stipulated in this Agreement or they may be accumulated and taken at a mutually agreeable time.

In addition, Masters and Chief Engineers shall be granted one half day off for each day off worked while at sea and such days off are to commence within ten (10) days of completion of the voyage otherwise they shall be accumulated and taken at a mutually agreeable time.

Masters and Chief Engineers who are required to proceed to sea and are away less than one week shall earn time off on a pro-rata basis.

ARTICLE 4 - HOURS OF WORK CONT'D.

4.3 Tugs Assigned to Other than Harbour Duties Cont'd.

(b) Two Watch System

When at sea personnel shall work a two watch system of six (6) hours on and six (6) hours off. Hours in excess of twelve (12) hours worked in each day shall be compensated for at time and one-half the hourly rate stipulated in this Agreement.

Under a two watch system (except on salvage jobs when the provisions of Article 4.3(c) shall apply) Masters and Chief Engineers shall earn 1.15 days off for each day of watchkeeping at sea, from the time the tug departs and continuing until completion of the voyage. Such days off earned shall commence within ten (10) days of completion of a voyage otherwise, they shall be paid for at the daily rate stipulated in this Agreement or they may be accumulated and taken at a mutually agreeable time.

(c) In-Port Duties

When on "in-port" duties, Masters and Chief Engineers shall work a day schedule from Monday to Friday (except Statutory Holidays) of 8 hours per day between the hours of 08:00 and 17:00 hours. If they are recalled to work after 17:00 hours, they shall be paid for the hours worked between 17:00 and 24:00 hours at the rate of time and one-half. If they are recalled between 24:00 and 08:00 for a harbour assignment, they shall be paid for the hours worked at the rate of time and one-half. A minimum of three hours overtime shall apply under this Clause except when the hours overlap their regular day work hours.

Should a Master or Chief Engineer on "in-port" duties be recalled to proceed to sea while on a scheduled day off (e.g. Saturday or Sunday) when the recall exceeds 8 hours, they shall receive one days pay for the call-in, one accumulated day off will remain to their credit and sea watches shall commence when the tug departs for sea.

(d) Salvage Bonus

Existing practice of salvage bonus awards will be kept in effect during the life of this Agreement. When vessels proceed on salvage work, time off shall be suspended from the time the vessel is notified and all time off missed and extra days of work resulting from the salvage project will be compensated for in accordance with Clause 4.3(a) or (b) in addition to a salvage bonus. The salvage work will end when the salvaged vessel is turned over to the Owner and the tug has retrieved it's salvage gear, replaced stores and returned to it's station.

ARTICLE 5 - GENERAL

5.1 When a tug normally assigned to other than harbour duties is assigned to harbour duties it shall be considered a harbour tug, may be crewed as a harbour tug and shall conform to all harbour tug provisions of this Agreement.

ARTICLE 5 - GENERAL CONT'D.

5.2 When shore power is temporarily discontinued while a tug on harbour duty is alongside its berth, or if shore power is not available upon the tug's return to berth, and it is necessary to maintain a generator watch, the first twelve (12) hours, commencing when the generator was initially started, will not be considered a generator watch. However, hours in excess of twelve (12) from initial start-up will be considered a generator watch up to a maximum of six (6) hours in any 24 hour shift. Generator watch hours will be paid for at the hourly rate stipulated in this Agreement.

ARTICLE 6 - LEAVE

6.1 Vacation Leave

- (a) Masters and Chief Engineers shall be allowed two (2) weeks annual vacation after their first year of employment and shall be allowed vacation pay at 4% of gross wages earned during such year.
- (b) Masters and Chief Engineers shall be allowed three (3) weeks annual vacation after completion of five (5) years of consecutive service and shall be allowed vacation pay at 6% of their gross wages earned during such year.
- (c) Masters and Chief Engineers shall be allowed four (4) weeks annual vacation after completion of ten (10) years of consecutive service and shall be allowed vacation pay at 8% of their gross wages earned during such year.
- (d) The Company will grant part of annual vacations during the period June 1st - September 30th. When possible and at the employees request three weeks continuous vacation will be granted during this period for employees with sufficient vacation credits to cover same.
- (e) Masters and Chief Engineers may accept payment in lieu of vacation if acceptable to the Company.
- (f) Masters and Chief Engineers terminating their employment any time during the first year shall be allowed vacation pay at 4% of their gross wages earned.
- (g) The Company agrees to give Masters and Chief Engineers two weeks notice prior to commencement of annual vacation unless otherwise mutually agreed to by both parties..

6.2 Sick Leave

- (a) Beginning on May 27, 1976 employees shall earn sick leave credits at the rate of 1½ days per month of employment subject to the following maximums being earned:

1985	-	137 days
1986	-	144 days

ARTICLE 6 - LEAVE CONT'D

6.2 Sick Leave Cont'd.

Sick Leave credits will not be earned while an employee is on Sick Leave, Leave of Absence or Education Leave.

Sick Leave credits earned may be retained if the employee goes on Leave of Absence, Education Leave or is laid off due to lack of work and returns to work within six months.

- (b) Before any Sick Leave is due a Doctor's certificate must be obtained covering the total period claimed. The Doctor must be approved by the Company. The Company will not pay for the Doctor's charges relating to the certificate.
- (c) The first two days covered by the Doctor's certificate will not be compensated for by the Company. Commencing with the third day the Company will pay compensation in the amount of 90% of the basic monthly rate for the employee's regular home port.
- (d) Employees will not be eligible for sick pay unless they are living in accomodation other than the Company tugs or other Company accomodation.
- (e) Employees will not be eligible for sick pay while drawing Workmen's Compensation or Merchant Seaman Compensation benefits.

6.3 Bereavement Leave

A Master or Chief Engineer, after having completed one full year of employment with the Company, shall be entitled during each subsequent service year, to Leave of Absence with pay up to a maximum of three working days in the event of bereavement or bereavements due to the death of a spouse, child, parent, brother, sister or parents-in-law; such leave to be for the purpose of arranging and attending the funeral of the deceased.

If such leave is taken, the employee must provide ample proof that he, in fact, attended the said bereavement.

6.4 Leave of Absence

Applications for Leave of Absence shall be made in writing to the Operations Manager for consideration and decision. Such leave, if granted, will be without pay and under the following conditions:

- (a) The employee's name shall be contained on the seniority list, and seniority shall accumulate during his absence.
- (b) The employee must return to work not later than the **expiry** date of his leave, or the **expiry** date of any **authorized** extension of it. Failure to report for work on the date required will be cause for termination of the employee's rights under this Agreement.



ARTICLE 6 - LEAVE CONT'D.

6.5 Education Leave

- (a) Subject to approval of the Company, an Officer who has completed at least two years of continuous service with the Company and attends a **recognized** school in order to qualify for higher certification, as an Officer, which will be of benefit to the Company and who is successful in obtaining a higher certificate and subsequently returns to the Company's employ shall, after completion of one year's employment following such return be entitled to receive from the Company in respect of time spent attending school a **subsistence** allowance of Fifteen Dollars (\$15.00) per day for each day in attendance at such school to a maximum of Seven Hundred and Fifty Dollars (\$750.00). An Officer who seeks this **subsistence** allowance shall provide satisfactory proof of his daily attendance.
- (b) Subject to prior Company approval as to time and location, the Company agrees to reimburse tuition fees and reasonable transportation costs supported by receipts (for employees not living in the general area) payable by Masters and Chief Engineers who are required by Regulation to complete a Marine Emergency Duties (M.E.D.) Course and/or a Simulated Electronic Navigation (S.E.N.) Course for certificate **revalidation**. Tuition fees and transportation costs under this Clause will only be paid after successful completion of the said course(s).

6.6 Statutory Holidays

- (a) The following days, or the day proclaimed by the proper authority in their stead, shall be recognised as Statutory Holidays:

New Year's Day	Dominion Day
Heritage Day (third Monday in February effective 1981)	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
	Boxing Day

- (b) Employees required to be on duty or on a scheduled day off during such Statutory Holiday shall receive an alternate day off with no reduction in salary.

If the alternate day off cannot be granted, it may be accumulated and taken with employee's annual vacation, otherwise extra compensation in the amount of one and one-half days salary will be paid,

ARTICLE 7 - GRIEVANCE PROCEDURE ,

- 7.1 It is agreed that it is the spirit and intent of this Agreement to adjust grievances promptly.

ARTICLE 7 - GRIEVANCE PROCEDURE CONT'D.

- 7.2 If a satisfactory solution of a difference or dispute arising out of the interpretation or application of this Agreement cannot be reached by the individuals concerned and the difference or dispute becomes a grievance, the Master or Chief Engineer and/or his representative shall, within 14 days of the occurrence leading to the difference or dispute, present this grievance to the Operations Manager. If such grievance is not satisfactorily dealt with by the Operations Manager, the employee concerned may, within 7 days, make written request to the Company to fix a time and place at which a hearing may be held. If the employee with the grievance is not located in the area where the hearing is to take place, he will not be permitted to leave work to attend the hearing, his case must be presented by a representative of the Guild, At the hearing he may have the assistance of two representatives of the Guild. After completion of the hearing, the Company will either confirm, vary or reverse it's decision, and notice in writing shall be sent to the employee concerned within seven days from the date of the hearing. If the final decision of the Company is not acceptable to the employee and the Guild, appeal may be made in writing to the Company within ten days of such decision and the matter referred to Arbitration as hereinafter set forth.

ARTICLE 8 - ARBITRATION

- 8.1 The Arbitrator as hereinafter set forth shall only hear cases referred to him under the grievance procedure.
- 8.2 Arbitration of any dispute arising under Article 7 shall be submitted to a single Arbitrator jointly selected by the Guild and the Company. This selection shall be made within ten (10) days of the request for arbitration being made by either party to this Agreement. In the event that the parties fail within the said ten (10) day period to agree upon the selection of an Arbitrator, the matter may be referred by either party to the Minister of Labour for Canada who shall select and designate the Arbitrator.

The decision of the Arbitrator shall be limited to the dispute or question contained in the statement or statements submitted to him. The decision of the Arbitrator shall not change, add to, vary or disregard any conditions of this Agreement. The decisions of the Arbitrator which are made under the authority of this Arbitration Article shall be final and binding upon the Company, the Guild and all persons concerned.

- 8.3 The expenses, fees and costs of the Arbitrator shall be paid by the Company and/or the Guild according to their respective degrees of success which shall be determined by the Arbitrator as part of the arbitration award.

Each party hereto shall respectively assume any expenses in connection with it's attendance at the Arbitration.

ARTICLE 9 - COMPANY SAFETY REGULATIONS, DRILLS AND EMERGENCY DUTIES

- 9.1 Company safety regulations, for the safety of the ship or crew shall be strictly adhered to by all employees.
- 9.2 Fire drills and lifeboat drills will be carried out, as far as possible, during normal working hours; if this is not possible, no extra time off will be allowed to compensate for time lost.
- 9.3 Any work necessary for the safety of the vessel, crew or cargo, or for the saving of other vessels, lives or cargoes, shall be performed at any time on immediate call, notwithstanding any provisions of this Agreement which might be construed to the contrary.
- 9.4 The Company will provide any protective clothing or equipment required by Workmen's Compensation Regulations for the handling of specific materials or the exposure to hazardous working conditions which warrant the wearing of protective clothing or equipment.

Any officer who suffers clothing damage as a result of handling dangerous materials or of being exposed to hazardous conditions shall be reimbursed for actual and reasonable costs incurred in replacing such clothing.

ARTICLE 10 - INTERPRETATION

- 10.1 Any clarifications that are mutually agreeable to the parties hereto may be made and incorporated as an Addendum to the Agreement anytime during the life of this Agreement. Any such clarification shall be in writing and signed by the parties hereto.
- 10.2 No decision made under this Addendum to the Agreement. shall void or contravene the provisions of the Canada Shipping Act.

ARTICLE 11 - MARINE DISASTER

Any Officer who, while in the employ of the Company suffers loss of clothing and personal effects, including tools or navigational equipment, through marine disaster or shipwreck shall be compensated by the payment of up to Fifteen Hundred Dollars (\$1,500.00) according to the loss sustained.

An Officer or his Estate making a claim under this Article shall submit to the Company reasonable proof of such loss, and shall submit a signed affidavit listing the individual items and values claimed.

ARTICLE 12 - ACCOMODATIONS

- 12.1 Bedding, linen and towels are to be supplied to all Officers.

Such bedding, linen and towels are to be changed weekly and the cost of laundering same to be borne by the Company.

In the event such bedding, linen or towels are lost or destroyed the party responsible is to replace same, or, if an Officer, to have the equivalent value deducted from his pay.

ARTICLE 12 - ACCOMODATIONS CONT'D.

12.2 The Company agrees to consult with the Guild regarding Officers' accomodations on newly constructed vessels or any modifications to accomodations on existing vessels.

ARTICLE 13 STRIKES AND LOCKOUTS

13.1 There shall be no strikes, lockouts, tie-ups, slow-downs, or stoppage of work for any cause whatsoever during the life of this Agreement. It is the intent of the Company and the Guild that all controversies regardless of their nature shall be settled amicably and harmoniously.

13.2 Should the Canadian Brotherhood of Railway, Transport and General Workers, Local 343, (a Union certified to represent other employees of the Company) at any time establish a legal picket line at the entrance(s) to or on Company property and should Guild members refuse to pass through such legal picket line(s) in order to get to work and/or to carry out their normal duties, the Company agrees that no disciplinary action will be taken against such Guild members of the Company. However, the Company reserves the right to remove any such Guild member from the Company payroll for such refusal to work.

13.3 The Guild agrees that if the Canadian Brotherhood of Railway, Transport and General Workers, Local 343, are involved in a legal strike, the Guild members aboard the Company's vessels at the time of the strike shall remain aboard until such time as they are relieved from duty.

13.4 The refusal of a Guild member to cross an illegal picket line may be grounds for dismissal.

13.5 A legal picket line will be one as defined in the Canada Labour Standards Code and for purposes of Article 13.2, it must be confirmed in writing to both sides to be a legal picket line by the Canada Department of Labour, Halifax.

ARTICLE 14 - GENERAL CONDITIONS

14.1 It will be permissible for notices of interest to employees to be posted on a notice board on the vessels or on shore. The Company agrees that Masters and Chief Engineers have the right to hold Guild meetings from time to time in their off-duty hours and that the mess halls and other crew spaces may be used for these meetings provided that such places are not being used for Company business.

14.2 The Company shall not discriminate in any way against any employee because of membership in the Guild.

14.3 Changes to meal periods shall be discussed with employees before being put into effect.

ARTICLE 14 - GENERAL CONDITIONS CONT'D.

- 14.4 Any Master or Chief Engineer covered by this Agreement drinking liquor on duty, bringing liquor on board, drinking liquor on board, returning to Company property or a tug while intoxicated to the extent that he does not conduct himself quietly and in a manner befitting his position, and without interference to others, shall be liable for dismissal.
- 14.5 The Company may request any Master or Chief Engineer to take a medical examination and the Master or Chief Engineer must take such examination. The cost of the examination will be borne by the Company.
- 14.6 Employees with two years seniority will receive an annual clothing allowance on June 1st each year as follows:-

June 1, 1985	-	\$85.00
June 1, 1986		\$90.00

ARTICLE 15 SUBSISTANCE AND TRAVELLING

- 15.1 (a) On vessels or other places where subsistence is provided and where on account of refit or any other reason subsistence is not provided, employees shall receive reasonable room and meal expenses upon production of receipts or shall be allowed meal allowance in accordance with (b) below. For employees in the area where the refit is being performed and working a day schedule, they shall receive Four Dollars (\$4.00) to cover the noon meal or reasonable expenses on production of a receipt.
- 15.1 (b) On vessels where provisions are not provided, a daily meal allowance shall be paid to employees for each day worked in accordance with the following schedule:-
- |                          |         |
|--------------------------|---------|
| Effective for 1985 ..... | \$11.25 |
| Effective for 1986 ..... | \$11.75 |
- 15.2 Masters and Chief Engineers who must travel from their point of hire to a tug, or return after lay-off shall be furnished with transportation. When travel is by train the ticket will include berth and meals, if appropriate, and if by Aircraft, reasonable expenses will be paid upon presentation of receipts if the Aircraft is unavoidably delayed enroute. Masters and Chief Engineers discharged for cause or who voluntarily sign-off, shall not be eligible for travel expenses from his point of discharge or sign-off.
- 15.3 When Masters and Chief Engineers covered by this Agreement are recalled from vacation, their expenses shall be paid by the Company. These expenses are to be paid from his place of residence to whatever port the tug is awaiting his arrival.

ARTICLE 15 - SUBSISTANCE AND TRAVELLING CONT'D.

15.4 When employees are requested to relocate for a period of two years or more, the Company agrees to pay all reasonable moving expenses of personal household effects and transportation costs for the immediate family, which were incurred by the employee, provided that each such employee agrees to reimburse the Company for the said moving expenses should he voluntarily leave the Company's employ within a two year period.

The Company reserves the right to select the Moving Company.

15.5 Employees recalled for duty on scheduled days off shall be reimbursed for reasonable transportation expenses upon production of proper receipts. In the event an employee uses his personal vehicle he shall be reimbursed as follows for the use of such vehicle:-

Effective from date of Signing to December 31, 1985 . . . . .22¢ per kilometer  
Effective for 1986 ..... .23¢ per kilometer

All travelling arrangements must be approved in advance by the Company's representative.

ARTICLE 16 - SALARY SCHEDULE

16.1 (a) SALARY SCHEDULE 1985

	<u>BASIC</u>	<u>LOCATION ALLOWANCE</u>	<u>GROSS BASIC</u>	<u>DAILY 1/30</u>	<u>HOURLY 1/174</u>
<u>HARBOUR TUGS</u>					
Master	2,315.39	-	2,315.39	77.18	13.31
Chief Engineer	2,280.76	-	2,280.76	76.03	13.11
<u>OUTPORTS OF SEPT-ILES/BAIE COMEAU</u>					
Master	2,315.39	50.00	2,365.39	78.85	13.59
Chief Engineer	2,280.76	50.00	2,330.76	77.69	13.40
<u>POINT VALIANT/POINT CARROLL</u>					
Master	2,551.35		2,551.35	85.05	14.66
Chief Engineer	2,467.46		2,467.46	82.25	14.18

In addition, to the above the Master and Chief Engineer on the Point Valiant and Point Carroll shall receive \$5.00 per day for each full day worked at sea except when employed on salvage work when the provisions of Article 4.3 (c) shall apply.

16.1 (b) SALARY SCHEDULE 1986

	<u>BASIC</u>	<u>LOCATION ALLOWANCE</u>	<u>GROSS BASIC</u>	<u>DAILY 1/30</u>	<u>HOURLY 1/174</u>
<u>HARBOUR TUGS</u>					
Master	2,454.31		2,454.31	81.81	14.11
Chief Engineer	2,417.61		2,417.61	80.59	13.89
<u>OUTPORTS OF SEPT-ILES/BAIE COMEAU</u>					
Master	2,454.31	50.00	2,504.31	83.48	14.39
Chief Engineer	2,417.61	50.00	2,467.61	82.25	14.18
<u>POINT VALIANT/POINT CARROLL</u>					
Master	2,704.43		2,704.43	90.15	15.54
Chief Engineer	2,615.51		2,615.51	87.18	15.03

ARTICLE 16 - SALARY SCHEDULE CONT'D.

16.1 (b) SALARY SCHEDULE 1986 CONT'D.

In addition to the above, the Master and Chief Engineer on the Point Valiant and Point Carroll shall receive \$5.00 per day for each full day worked at sea except when employed on salvage work when the provisions of Article 4.3 (c) shall apply.

16.2 Masters and Chief Engineers employed at Sept-Iles and Baie Comeau for a full season of eight months, or shorter period if transferred by the Company, shall receive a season bonus of \$70.00 per month of employment. Employees leaving voluntarily or whom are discharged for cause, will not be eligible for the season bonus.

16.3 Trainee Masters shall receive 90% of the Master's Basic Monthly Rate until the expiration of his training period.

16.4 It is agreed that overtime will be paid to the nearest quarter hour.

16.5 It is agreed that should a tug other than the Point Valiant/Point Carroll be assigned to a continuous outside towage service for a period in excess of ten (10) days, the Master and Chief Engineer shall be paid in accordance with the rates and conditions contained in this Agreement for the Point Valiant/Point Carroll.

ARTICLE 17 - SEVERANCE PAY

17.1 Employees with over five years service shall receive Severance Pay, if their employment is terminated by the Company, of four days pay for each year of service up to a maximum of fifty days pay.

17.2 Employees dismissed for cause or those employees entitled to a Company Pension, Old Age Security Pension or Canada Pension shall not be eligible for Severance Pay.

ARTICLE 18 - TERMINATION

This Agreement shall be in effect from date of signing, with the exception of Basic Monthly Rate, accumulated days and overtime, which shall be retroactive to January 1st, 1985 for employees on payroll as of date of signing and shall remain in full force and effect until Midnight, December 31st, 1986 and shall automatically renew itself from year to year thereafter unless either party notifies the other in writing at least sixty (60) days prior to the expiration date of a desire to amend or terminate the same.

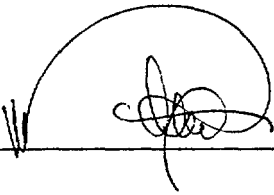
After such notice is given, specific proposals must be given and negotiations commenced.



signed at Halifax, N. S.

This 1<sup>st</sup> day of MAY 1985.

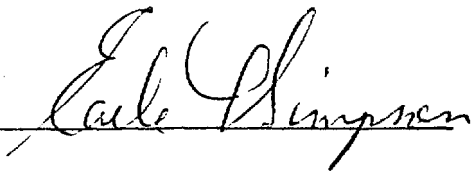
Signed on behalf of the  
EASTERN CANADA TOWING LIMITED




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Signed on behalf of the  
CANADIAN MERCHANT SERVICE GUILD



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