
AGREEMENT

1997 - 2000

BETWEEN:

SHIELDS NAVIGATION LTD.
(hereinafter referred to as the "Company")

AND:

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

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AGREEMENT

1997 - 2000

BETWEEN:

SHIELDS NAVIGATION LTD.

(hereinafter referred to as the "Company")

AND:

CANADIAN MERCHANT SERVICE GUILD

representing Masters, Mates and Engineers

(hereinafter referred to as "The Guild")

PREAMBLE:

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

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

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

PART1 GENERAL

1.01 RECOGNITION

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

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

- (b) Where a vessel covered and listed in this Agreement is chartered or leased, the terms of such charter or lease shall provide that this Agreement shall apply unless a vessel is chartered or leased to a Company which has an Agreement with another Union to man and operate vessels and such agreement contains the provision that the other Union has jurisdiction over the work to be performed.
- (c) Where a vessel covered by this Agreement is sold to a non-C.M.C. Company or to an individual, satisfactory proof of such sale shall be provided to the Guild at time of sale.
- (d) For greater clarity, the parties agree that the vessels described above are as listed in Appendix "A", and the parties recognize that the list may be altered from time to time, pursuant to ARTICLE 1.01 (a). Additions to the company's fleet of existing vessels shall be covered by the agreement and the Company agrees to notify the Guild as these occur.

The Guild will be allowed to display its insignia aboard the vessels and it may be up to 12" by 9" in size.

- (e) The Company recognizes the Guild as a source of supply for all Officers 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 Officers 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.

An Apprentice Engineer may join the Guild and pay the applicable dues to obtain status on the Hiring Board.

- (f) Effective the last pay period of each month, the Company shall deduct from the wages due and payable each Officer coming within the scope of this Agreement, an amount equal to the uniform monthly membership fees, pension contributions as required and any assessments of the Guild. The amount so deducted shall only be changed during the term of this Agreement to conform with changes in the amount of the regular fees of the Guild in accordance with its Constitution and By-laws.
- (g) The Company will deduct initiation fees and remit same to the Guild upon receipt of proper authorization from the Officer concerned.
- (h) All deductions required under this Article will be forwarded to the Western Branch of the Guild, attention of the Secretary-Treasurer within thirty (30) days together with a list in duplicate showing the names of the Officers to whom said deductions are to be credited and the month for which the deductions are made.

1.02 TERMINATION OF EMPLOYMENT

- (a) TERMINATION: **An** Officer 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** Officer when hired for relief or temporary work which does not exceed three (3) months shall only be entitled to the provisions of (b) below.
- (b) An Officer shall give the Company forty-eight (**48**) hours of terminating employment.
- (c) 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.

1.03 DISCRIMINATION AND INTIMIDATION

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

1.04 LEGAL DEFENCE INSURANCE

- (a) Legal defence insurance for Officers 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 Dollars (\$20.00) per month, effective October 1, 1998, for each Officer in its employ.
- (b) The Company and Officers shall be advised as to the terms, conditions and extent of coverage so placed.
- (c) "Officer" means Officers who are members in good standing of the Guild.

1.05 CANADIAN MERCHANT SERVICE GUILD, WESTERN BRANCH PENSION PLAN

- (a) (i) The Employer shall contribute monthly to the Pension Plan a total of seven and one-half percent (7 1/2%) of each Officer's monthly basic rate of pay actually paid to the Officer each month. Officer's for whom the seven and one-half percent (7 1/2%) contribution is made will contribute concurrently by payroll deduction seven and one half percent (7 1/2%) on their own behalf. In addition the Employer shall be solely responsible for the maintenance of the aforementioned 7 1/2% and 7 1/2% contribution rate per month for Officer's who are on Long Term Disability or Workers Compensation Board benefits (**after** 52 weeks). Such contributions shall be based on the salary the Officer would have earned on **an** ongoing basis had he not been disabled.

- (ii) In the instance of (d) below, the Employer will maintain the contribution levels as noted at (a)(i) and in addition shall forward an additional one percent (1%) on an unallocated basis to the separate account which funds shall be used for the sole purpose of providing to the extent of funds available Employer/Employee Pension Plan contributions for Officers on L.T.D. or Worker's Compensation Board benefits (after 52 weeks) where contributions are made to the Canadian Merchant Service Guild Western Branch Pension Plan (Towboats).
- (b) That the Early Retirement benefit Reduction Factor be revised as follows;
- No reduction from age 60 on and point three (.3) percent per month reduction backwards to age fifty five (55), and provided
- (c) That the Trustees of the Pension Plan allocate the necessary funds to meet the increase in accrued liabilities of this revised Early Retirement benefit.
- (d) The foregoing contributions will be made to the Company Pension Plan or to the C.M.S.G. Western Branch (Towboats), as chosen by the Officer at the date OF signing or in the case of new hires at the time of hire.
- (e) Pension Plan contributions shall commence as of the first day of employment as an Officer. An Officer who is laid off or terminated will have pension contributions and deductions made on all basic earnings paid which includes regular leave paid out.

1.06 BOARDING PASS

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

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

1.07 WARRANTY OF CONTINUOUS OPERATION

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

1.08 WELFARE PLAN

The Company Plan shall be equal to or better than the C.M.C./Guild level of benefits or the Company may participate in the C.M.C./Guild Plan.

- (a) An Officer 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.
- (b) Contributions will be prorated for those Officers who are eligible and who are employed for a part month. Lay days shall be credited as employed days.
- (c) All eligible Officers (except those who are part-time) will have contributions made for them on completion of ninety (90) days continuous employment with any one employer.
- (d) Officers 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.
- (e) Contributions will commence immediately for any eligible Officer who returns to active full-time employment with the Company subsequent to a layoff which does not exceed 18 months providing no severance pay has been paid out to such an Officer.
- (f) Officers shall be paid lay days (including red days) during waiting periods for weekly indemnity payments up to a maximum of seven (7) red days.
- (g) An Officer 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 Officer might have had when going off on weekly indemnity.

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

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

Where an Officer is on weekly indemnity the L.T.D. premium payments shall be maintained by the Company and any such payment made on behalf of the Officer by the Company shall be fully reimbursed to the Company by the Officer.

Such indebtedness shall be paid back to the Company over the succeeding 12 months subsequent to him/her going on L.T.D. benefits.

- (i) Any rebate of U.I.C. Premiums shall continue to be retained by the employer to offset contributions.

- (j) The employer will continue to pay 100% of the premium of the B. C. Medical Services Plan.
- (k) Extended Health Care benefits shall be available for any Officer and his ~~spouse~~ subsequent to retirement after age sixty (60) providing that such an Officer 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).
- (l) Where an Officer retains recall rights under Article 1.12 (f) he shall not be subject to any waiting period on return to work with the Company.
- (m) Officers who qualify for and elect red day top up under this Article 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.
- (n) Where an employee is promoted from his employer's unlicensed ranks and he works continuously as an Officer, Health Benefit Plan coverage shall be maintained under the Unlicensed Plan up to the 1st day of the 4th month following such a promotion, then entitlement to benefits under the Company Benefit Plan shall commence. In the event such an Officer is subsequently demoted back to the unlicensed ranks for a full three ~~calendar~~ months then he shall revert back to coverage under the Unlicensed Plan 1st of the month following.

1.09 MARINE DISASTER AND MISHAP

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

1.10 MEDICAL EXAMINATIONS

- (a) It is agreed that the Company has the right to have all Officers medically examined for fitness and any Officer 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 Officer shall be compensated ~~with~~ one half (½) of a calendar day's pay for each such examination except for pre-employment medical.

- (b) Where the Company refuses to employ an Officer or discharges an Officer for medical reasons, the question of the Officer'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 Officer concerned for determination acceptable to the Company, the Guild and the Officer concerned.
- (c) The Guild and the Company agree that Officers will abide by all the rules and regulations required by law with respect to drug testing.
- (4) The Company will pay up to seventy five dollars (\$75.00) of the doctor's charge for a D.O.T. required medical exam for Continued Proficiency Certification effective October 1, 1997 and one hundred dollars (\$100.00) effective October 1, 1998.

1.11 GRIEVANCE PROCEDURE

- (A) Grievance - Any difference concerning the interpretation or application of this Agreement or any alleged violation thereof, including any question as to whether any matter is arbitrable shall be dealt with without stoppage of work in the following manner:
 - (i) A regular Officer shall not be disciplined or discharged without just cause.
 - (ii) Should an Officer be required to meet with his employer regarding a disciplinary action he shall be entitled to have a Guild representative in attendance.
 - (iii) Letters of discipline to an Officer covered by this Agreement shall be copied to the Guild.

INITIATION OF GRIEVANCE

By the Guild

1. Any grievance lodged by an Officer or the Guild shall be presented to the Master or person designated for that purpose by the Employer.
2. The maximum time for instituting a grievance concerning demotion, suspension, dismissal and all other disciplinary matters shall be thirty (30) days from the date of demotion, suspension, dismissal or disciplinary matter. A Double Registered Letter shall be sent or delivered by hand to the Officer concerned, if he requests it. The maximum time for instituting a grievance concerning issues other than the above shall be sixty (60) days.
3. Grievances arising shall be processed in the following manner:
 - STEP 1: The Officer or Officers 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 Officer 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 Arbitration.

By the Company:

4. **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 Arbitration.

TIME LIMITS

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

ARBITRATION

In the case of a dispute arising under this Agreement which cannot be settled in the manner provided for in Section (A), the matter shall be determined by arbitration in the following manner.

COST APPORTIONMENT

1. The parties shall bear in equal proportions the fees and expenses of the Arbitrator or the Alternate Arbitrator including the rental of any premises used for the Hearing.

ARBITRATION PROCEDURE

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

ARBITRATOR

1. The parties shall by mutual agreement select a Single Arbitrator. Failing mutual agreement the Minister of Labour will be requested to appoint an Arbitrator.
2. The arbitrator shall convene a meeting of the parties to 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.

COST APPORTIONMENT

The parties shall **bear** in equal proportions the fees and expenses of the Arbitrator including the rental of any premises used for the Hearing.

POWERS

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

If the Arbitrator finds that an Officer 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

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

1.12 SENIORITY

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

All Officers 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.

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 Officer 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.

- (4) (i) In cases of layoff or recall, service seniority shall be the determining factor, qualifications, experience and ability being sufficient to do the job. Lay day positions will not affect the layoff sequence.
- (ii) Re-alignment of positions due to layoffs shall be in accordance with the sequence set out below subject to qualifications, experience and ability being sufficient to do the job.
- (iii) Where an Officer who has positive lay days is subject to layoff pursuant to subsection (d)(i) above he shall be entitled at his election to continue on the Company's payroll **as** follows:
1. His leave will be run out.
 2. He shall have the option of banking his annual vacation or cashing it out.
 3. Overtime converted leave to be banked or cashed out at the Officer's discretion.
 4. **Any** statutory holiday that falls in the Officer's run-out time will not be paid.

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

Realignment Sequence

Deck

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

Engineering

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

(e) Appointments

- (1) Appointment **to** regular job vacancies shall be made on the following basis:
 - (i) If the applicants are from the same category, category seniority shall apply, qualifications, experience and ability being sufficient to do the job.
 - (ii) 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.

(iii) Officers 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**, Officers shall receive consideration on the basis of seniority subject to qualifications and ability sufficient to do the job. Officers successfully completing training would then be given future relief opportunities as they arise.

- (2) Non-certificated Officers shall acquire category seniority only for purposes of appointment to other non-certificated positions.
- (3) 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 Officers 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 Officers, 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 Officer to fill a vacancy. Final selection shall be made on the basis set out in Sub-section (1) within sixty (60) days of the job vacancy posting. The name(s) of successful applicant shall be posted on bulletin boards accessible to all applicants for a period of not less than ninety (90) days.
- (4) **An** Officer who has failed to apply for a particular job vacancy within the time limit specified shall not be entitled to apply for the position in question until such time as it again becomes vacant.
- (f) **An** Officer who **has** been laid off will retain his seniority and the right to be recalled for a period up to eighteen (18) months from date of layoff, provided he reports to the Company when recalled, and further provided, that should payment of severance pay under Article 1.31 or the Canada Labour Code be made after the expiration of the twelfth (12) month of layoff, all rights including seniority and recall shall be at end. It is understood that an Officer is not entitled to any severance pay until twelve (12) months of layoff has occurred. **An** Officer who is given reasonable notice and fails to report for work upon recall is subject to discharge from **service**. Reasonable notice shall not be less than twenty-one (21) days by Double Registered Mail.

Should a Guild member be demoted to a position of Seamen or Oiler because of layoffs, the Company shall promote him back to that of an Officer before hiring new personnel.

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

- (g) When an Officer 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.

- (h) The provisions of this Article shall not in any way interfere with the Company's right to discharge for cause, nor shall they preclude the adoption by the Company of a compulsory retirement age for all Company personnel.

Where 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 Officers under the age of 65 are on layoff at that company.

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

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

- (j) **An** Officer having twenty (20) years of service and upon reaching his sixtieth (60th) birthday (59th October 1, 1995 and 58 October 1, 1996) 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 Officer and the company. It is understood that an Officer 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 Officer 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 Officer shall be required to pay his pro-rata share of Health Plan Benefit premiums. Top up with red days as under Article 1.08(i) shall be pro-rated. The Officer will only be entitled to Statutory Holidays which coincide with his being on the company's payroll.

1.13 ANNUAL VACATIONS

- (a) **An** Officer shall receive fourteen (14) consecutive days **annual** vacation upon completion of one year of service with the Company and for each succeeding year. He shall be paid for such vacation on the basis of four (4) percent of gross wages earned in each year.
- (b) **An** Officer shall receive twenty-one (21) consecutive days **annual** vacation upon completion of two (2) years of service with the Company. He shall be paid for such vacation on the basis of six (6) percent of **gross** wages earned during **his** second (2nd) and succeeding years of service.

- (c) **An** Officer shall receive twenty-eight (28) consecutive days annual vacation upon completion of seven (7) years of service with the Company. He shall be paid for such vacation on the basis of eight (8) percent of gross wages earned during his seventh (7th) and succeeding years of service.
- (d) **An** Officer shall receive thirty-five (35) consecutive days annual vacation upon completion of fifteen (15) years service with the Company. He shall be paid for such vacation on the basis of ten (10) percent of gross wages earned during his fifteenth (15th) and succeeding years of service.
- (e) **An** Officer shall receive forty two (42) consecutive days annual vacation upon completion of twenty-two (22) years of service with the Company. He shall be paid for such vacation on the basis of twelve (12) percent of gross wages earned during his twenty-second (22nd) and succeeding years of service.
- (f) **An** Officer with thirty (30) years of service with the Company shall receive an additional two (2) percent of gross wages earned during his thirtieth (30th) and succeeding years of service.
- (g) In all cases under (a), (b), (c), (d), (e) and (f) above, if the Officer has worked less than a normal year and is not entitled to the full annual vacation days allowed, they shall be prorated in accordance with the vacation pay earned.
- (h) Vacation pay shall be accumulated throughout the year and shall be paid to the Officer on the pay-day prior to his vacation. Vacation pay shall not be used to offset red-days while an Officer is employed except by mutual agreement with the Officer who shall be obliged to advise the Guild.
- (i) The Company shall provide vacation pay information, including amount, income tax deducted, period covered and gross earnings for the period, at the same time an Officer receives his vacation pay.
- (j) **An** Officer shall be entitled to select the periods desirable to him for his vacation periods on the basis of his seniority with the Company, and his vacation periods may, at his discretion, be combined with time off, subject to the Company having the right to approve the over-all vacation schedule. Selection of vacation periods shall be made no later than January 31st of each year. The Officer's request will not be unreasonably denied and notification of vacation schedules shall be forwarded to the respective Officers by March 1st.
- (k) For the purposes of this Article, the term "gross wages" shall include all monies credited including wages, overtime, excessive hours, subsistence allowance, previous vacation pay and engine servicing pay.
- (l) **An** Officer terminating his employment shall be paid all vacation pay due him up to the date of leaving, calculated in accordance with Sections (a), (b), (c), (d), (e), (f) and (g).

- (m) When a statutory holiday occurs in a vacation period the provisions of Article **1.15** (b)(iv) shall apply.
- (n) An employee who has been laid off and is re-employed by the same employer within eighteen (**18**) months of the date of layoff shall be granted the same vacation entitlement **as** he possessed immediately prior to the layoff.
- (o) Where **an** Officer is scheduled or elects to retire within any given year such an Officer shall be entitled to utilize all vacation allowances accrued during the year of retirement including the immediate preceding year should he so choose.

1.14 ANNUAL VACATION PAY ON TERMINATION

An Officer terminated or laid off for lack of work shall be entitled to request payment of any vacation pay due him at the time of layoff in accordance with Article 1.13.

1.15 STATUTORY HOLIDAYS

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

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

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

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

(c) Examples of Earnings and Credits for a full shift are as follows:

(i) Twelve Hour

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

- (d) For each statutory holiday or alternate day off in lieu of a statutory holiday, the Officer shall be credited with eight (8) hours work under the Canada Labour Standards Code.
- (e) Officers employed on vessels operating in the Home Trade Class 3 and Home Trade Class 4, Minor waters, and including the Queen Charlotte Islands, will be granted the three (3) day period, consisting of December 24th, 25th and 26th, as leave in the home port. Where due to cases of distress, extreme emergency or continuous on station operations, all or any part of this three (3) day period is not granted, then the three (3) day period of December 31st and January 1st and 2nd will be granted.
- (f) Officers who do not receive either three (3) day **period** referred to in Section (e) above shall receive a three (3) consecutive day period of leave immediately on return to homeport. All three (3) days in such case will be paid for at the Statutory Holiday rate.
- (g) Where the Company is unable to obtain the services of its Officers for ship berthing or unberthing and security checks of moored equipment and log booms during the three (3) day period consisting of December 24th, 25th and 26th, management personnel may be used. Officers scheduled to work New Year's need not be requested to work these dates.

1.16 LEAVE (LAY DAYS)

- (a) Pay in lieu of leave shall not be tendered or accepted except as mutually agreed between the Guild and the Company. The Company, before paying such leave, shall have a letter of authorization from the Guild.
- (b) No Officer 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 Officer was at sea or on leave at the end of the indicated pay period.
- (c) **When** a vessel is laid up for overhaul, an Officer with any accumulated leave due shall take such leave while his vessel is laid up unless requested by the Company to work by his vessel or to sail on another Company vessel. When requested to work by his vessel the conditions set out in ARTICLE 1.21 (VESSELS IN PORT) shall be in effect.
- (d) Any Officer away on leave who fails to report for duty at the expiry of his leave, without reasonable excuse, shall be considered to have terminated his employment with the Company.

- (e) At the expiration of accumulated time off and, when an Officer is unable to rejoin his vessel, he shall continue to receive his rate of pay until such time **as** he resumes duty on the vessel from which he took his leave or such other vessel as the Company may assign him, but such time shall be deducted from his next accumulated leave period, provided that an Officer returning from a red day leave may not be arbitrarily assigned to a vessel of a lesser class solely for the purpose of recovering monies. The Company may temporarily assign the Officer to a lesser class of vessel if he is unable to rejoin his vessel or an equivalent vessel for reasons clearly beyond the control of the company, i.e.:

- overhaul;
- major re-conversion
- major damage or breakdown;
- extended voyage (in excess of two (2) weeks)

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

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

If the Officer 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 Officer **as** to sailing time.

- (g) When an Officer has **been** recalled to work he shall receive a **minimum** of one (1) day's pay and leave earned for that day before being given leave again. When an Officer has been recalled to work and due to weather or breakdown the vessel does not sail, he shall be paid one half ($\frac{1}{2}$) day's pay and leave. Excepted from this provision are those Officers covered by ARTICLE 3.01(g).
- (h) The Company shall endeavour to give twenty-four **(24)** hours notice (and twelve **(12)** hours confirmation of same) when leave of more than two **(2)** days is to be granted, with the intent being to allow sufficient time to properly prepare the vessel for a new oncoming crew.
- (i) In all occupational classifications covered by **this** Agreement, leave with pay shall be granted **as** set forth in Section (j), exclusive of annual vacation and statutory holidays.
- (j) The method of calculating leave shall be 1.24 days leave earned for each day worked. Such leave shall be granted in the home port.

- (k) (i) **An Officer** 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 Officer be required **as** a replacement, an Officer in the same pay class (taking into regard **SENIORITY - ARTICLE 1.12**) shall be offered the position. Where such an Officer is not available the Company will then seek a replacement from its Officer ranks, in accordance with **SENIORITY -ARTICLE 1.12**. Should the Company be unable to acquire suitable help in the foregoing manner, it may acquire a suitable Officer from the Guild on a temporary basis in conformity with Article **1.01**.
- (ii) Officers who are due or are on scheduled leave (laydays), shall be entitled to take additional accumulated leave provided they give the Company seven (7) days notice (except under extenuating circumstances) prior to commencing the additional leave, and this leave shall not be unreasonably denied. This arrangement shall not give **rise** to red day payments.

1.17 LEAVE OF ABSENCE

- (a) Any Officer desiring leave of absence for any reason other than those set out in Sections (c), (d) and (e) of this Article must obtain authorization in writing from the company, and the Company and the Guild must mutually agree in writing to the granting of such leave and it will not be unreasonably denied.
- (b) Where any Officer is granted leave of absence under this Article for a period of longer than *thirty* (30) calendar days, the Company agrees to notify the Guild as to the circumstances for granting of such period of leave.
- (c) (i) The Company will grant leave of absence to employees suffering **injury** or illness, when on Weekly Indemnity, LTD or WCB, subject to a medical certificate if required by the employer.
- (ii) Where an Officer 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 Officer and the Company is ended. The foregoing shall apply providing the medical determination is not in dispute and only after fifty-two **(52)** weeks on claim.
- (d) (i) The Company will grant leave of absence to Officers 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 Officer 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 Officer who obtains such leave of absence shall return to the Company within thirty (30) calendar days after completion of his term of employment with the Guild.

- (ii) In the event an Officer 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. Officers going ashore on a temporary basis, less than one (1) year at a time, shall continue to accumulate seniority.
 - (iii) By mutual agreement between the parties leave of absence of up to three (3) years may be granted to an Officer who desires to work offshore with an employer engaged in foreign going shipping. Such an Officer'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.
- (e) The Company will grant leave of absence to Officers 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 Officer as a delegate on its behalf or acts as members of any Guild Negotiating Committee.
- An** Officer 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 Officer sits on a Guild Negotiating or Trustee Committee dealing with his employer the above fourteen (14) day limit shall not apply. This section shall not interfere with the provisions of Article 1.02.
- (f) It is agreed that before the Officer receives the leave of absence **as** set forth in Sections (d) and (e) above, the Company will be given due notice in writing by the Guild in order to replace the Officer during his absence with a competent substitute.
- (g) **An** Officer when returning from leave of absence shall be reinstated in no less than the same pay classification the Officer held when granted the leave of absence.
- Should the Company not have a vessel of his former pay class he shall receive the rate of pay of the next lower vessel group in which the Company operates a vessel.
- (h) **An** Officer shall be entitled to compassionate leave of up to three (3) days to attend urgent domestic affairs. Leave of more than three (3) days may be taken, subject to Company approval, if the circumstances warrant.
- (i) **An** Officer who is required to be available for Jury Duty, Coroner's Jury Duty, Coroner's Witness, Crown Witness, or where the Officer represents his Employer in a court action, will be paid while on such duty, provided such court action is not occasioned by the Officer's private affairs. The pay will be such **as** to maintain the Officer's monthly basic rate. Leave banks will be frozen during this time. Such pay shall be offset where an Officer's pay is remunerated by a third party, eg. When acting as a witness.

- (j) Bereavement leave is provided in accordance with the provisions of the Canada Labour Code and immediate family means, in respect of any Officer, the spouse, parents, children, sisters, brothers, father-in-law and mother-in-law of the Officer, and includes any relative permanently residing in the Officer's household or with whom the Officer resides. The industry practise is to pay up to three calendar days pay and this will be increased to up to four calendar days pay.

1.18 EDUCATION AND UPGRADING

- (a) **An** Education Committee shall be established to foster the education and upgrading of Officers. It shall be comprised of two (2) Guild representatives and two (2) company representatives. Its duties shall include the development and approval of courses which are mutually beneficial to the Company and its Officers. It shall promulgate rules and procedures, establish a body of precedents, adjudicate disputed applications, maintain liaison with appropriate government departments and otherwise assume responsibilities as directed by the parties from time to time.

The following concepts shall govern the payment of courses:

- (i) On Company required education and training programs, the employer will bear all costs of tuition, including wages.
- (ii) On voluntary upgrading courses with controlled attendance including marine correspondence upgrading courses, the employer will bear the costs of tuition, books **and** fees, **and the** Officer will contribute his time, in accordance with Section (c). **An** Officer who fails to successfully complete a course shall reimburse the Company for tuition, books and fees.
- (iii) On required upgrading arising out of government regulations, the employer will assist the Officer along the lines outlined in (ii) above. For Continued Proficiency Certification re-newal a daily twenty-five dollar (\$25.00) allowance will be granted for a period not to exceed five (5) days every five (5) years (non-medical).
- (b) The Company shall have the right to limit the selection **and** the number of Officers permitted to take an upgrading course at any one time.
- (c) (i) If an Officer runs out of leave time during attendance at an approved course, the Company shall loan him funds to the extent of continuing the Officer's normal take-home pay and shall continue benefits including Statutory Holidays under this Agreement for the period of the **course** plus a consecutive period of up to fourteen (14) days for the taking of exams.
- (ii) If Government assistance is available, the Officer shall apply and if granted, the amount advanced by the Company during the course shall be reduced by the sum of such government assistance.

- (d) At the completion of the course, an Officer shall return to work for the company until such loan is repaid. If the Officer fails to do so, the Guild will render co-operation toward recovery of the loan.
- (e) The Employer will provide wage assistance to eligible Officers 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 Officer'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 Officer shall have a minimum of three (3) years with the employer.
 - (i) Parties agree that a Standing Committee be named pursuant to Article 1.18.

1.19 DUTIES

- (10) (i) The Master is in command of the vessel and the duties of all crew members regardless of position come under his direct control.
 - (ii) The duties of a Deck Officer shall be primarily those of a Navigating Officer and a working supervisor of Unlicensed Crew members.
 - (iii) A Deck Officer shall not be required to perform the work of an Unlicensed Crew member except when **his** assistance is necessary.
- (b) Engineering Officers presently employed on vessels on which certificated Engineers are not required by the C.S.I. shall continue to be employed on these vessels (except when such vessels are laid up for lack of work) during the term of this Agreement.
- (c) The prime responsibility of an Engineer is 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 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** engineering duties.
- (d) The Company will ensure that engine rooms are returned to their normally clean condition after refit, overhauls and major repairs.

1.20 DUTIES OTHER THAN AS AN OFFICER

- (a) (i) **An** Officer who performs duties such **as** handling cargo, gear or boomchains other than for the vessel's **own** use, shall be paid for each hour so worked on watch a premium of one and half (1 ½) hour's straight time pay and for each hour so worked off watch a premium of two and one half (2 ½) times his straight time pay; for example, a Class V Mate would receive for such work in accordance with rates as set out in Pay Schedule "C-1", the following rates as of October 1, 1998.

On Watch - \$40.96

Off Watch - \$68.28

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

- (ii) The minimum payment for the work set out in (a) (i) shall be one (1) hour to be computed thereafter in half hour increments. It is understood that ships' crew customarily load ships' stores **as** part of their normal duties on watch. Such stores should only be for their own vessel and/or one other company vessel. If Officers are required to load or unload stores off watch they shall be paid the overtime rate.
- (iii) If the ship's stores are other than those described in (a) (ii), the loading and unloading of such stores shall be paid for **as** cargo in accordance with the provisions of (a)(i).
- (iv) **An** Officer not properly trained or certificated to load or discharge oil or chemical barges shall not be required to perform such work.
- (b) (i) In addition, Engineers called to work off the vessel, whether on watch or off watch repairing or maintaining other than the vessel's mechanical equipment, shall be considered to be working at non-Officer duties and shall be paid in accordance with the provisions of Section (a)(i).
- (ii) Where Deck Officers are required to perform maintenance or repair of barge equipment on or off watch, they shall be considered to be working at Non-Officer duties and shall be paid in accordance with the provisions of Section (a) (i) of this Article.
- (c) Engineers shall be paid in accordance with the provisions of Section (a) (i) for the following: Cleaning smoke stacks, bilges, oil **tanks**, oil separating centrifuges, boilers, water tanks, fish oil **tanks**, oil spills, rose boxes, air boxes, inlet ports, exhaust ports of internal combustion engines, work in confined spaces, sewage systems and on machinery that has not been allowed to cool to a reasonable temperature.
- (d) The provisions of this Article shall not apply when safety of life at sea is involved.

1.21 VESSELS IN PORT

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

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

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

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

- (b) When an Officer 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 dollars (**\$30.00**) per day shall be paid on the basis of eight dollars (\$8.00) for breakfast and lunch and fourteen dollars (\$14.00) for dinner.
- (i) Where an Officer works by and the time between sailing is less than twenty-four (**24**) hours, he shall remain on sea days pay.
- (ii) Where an Officer's vessel is tied up for **48** hours under Article **2.02** (e) and he works by during **both 24** hour periods and the vessel sails before **48** hours he shall be paid sea days for both periods.
- (c) When an Officer works under this Article 1.21 and under the sea-day provisions in the same calendar **day** his total time worked for the company in any calendar day shall be taken into account when calculating overtime. All hours worked over eight (**8**) hours shall be paid at the overtime rate. In the event an Officer earns a minimum of twelve hours pay in the same day he shall be credited with one sea-day and applicable leave factor. Any excess hours shall be paid out at overtime rates.
- (d) The rate of pay for an Officer employed on overhaul work, repairs and/or overseeing overhauls shall not be less than his hourly rate.

- (e) Chief Engineers desirous of participating in refits shall so indicate by registering their names with their employers. The Company shall ensure that a Chief Engineer will work by the first main engine refit of a vessel subsequent to his posting to that Vessel. The requirement may be waived where the Chief Engineer has been previously employed on a Vessel with a similar engine/s or where the Company has an alternative training program available for Engineers to upgrade their skills in overhaul procedure of propulsion or auxiliary machinery. When an Engineer assigned to a Vessel does not work by during repairs or overhauls he shall be supplied prior to sailing with a list of repairs made. The Company shall ensure that a competent person who is familiar with the work done shall confer with said Engineer prior to sailing.
- (f) One Master and one Chief Engineer who normally work on the Vessel shall be in attendance during Steamship Inspection of life saving and fire fighting equipment.

1.22 CLOTHING

- (a) The Company will provide any protective clothing or equipment required and approved by Workers' Compensation Regulations for the handling of specific cargo requiring same.
- (b) The Company will provide quality ear protectors without cost to Officers. The Officer may elect either headsets or earplugs provided the appliance chosen afford the necessary protection ~~against~~ noise levels to which the Officer expects to be exposed. Officers working in operating engine rooms shall wear hearing protectors. Temporary or relief Officers will be provided headsets in the event they do not have their **own**.
- (c) Any Officer who suffers clothing damage **as a** result of handling dangerous cargo, e.g. battery acid, shall be reimbursed for reasonable cost incurred in replacing the damaged clothing.
- (d) Upon request by Officers, the Company shall supply the following:
 - (i) Proper work gloves, free of charge, suitable to the work to be performed.
 - (ii) Rainjackets and pants - at employer's cost, to be recovered from the Officer.
 - (iii) Two pairs of good quality coveralls, free of charge, as may be required for the protection of the Officers while performing their duties.
 - (iv) The Employer shall provide each Officer either a safety shoe or caulk boot or rain jacket and pants allowance of one hundred dollars (\$100.00) against proof of purchase. Eligibility to the allowance shall be renewed every twelve (12) months after it was last paid. Where the Officer leaves the employ of the Company before acquiring six (6) months service the allowance will be deducted from final pay.

- (v) Strap-on caulks shall be supplied on vessels where necessary. One pair of rubber caulk boots will be supplied once a year to Officers on shift vessels yarding and towing. Where the Officer leaves the employ of the Company before acquiring six (6) months service the cost of the caulk boots will be deducted from his final pay.
- (vi) (The Company shall provide each Officer on request a D.O.T. approved or U-VICstyle floater coat Company shall issue the coats and will replace them when necessary. **An** Officer who requests in lieu anti-exposure coveralls, shall have the first \$120.00 paid by the Company and shall reimburse the Company the difference. Where the Officer 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 officers are not covered on their first tour of duty.
- (vii) One air breathing apparatus to be supplied aboard each continuously operating vessel. The apparatus shall be equivalent to the "Robert Shaw Five Minute Device".
- (e) The employer will reimburse each Engineer for the purchase **price** of one set of personally fitted ear plugs.

1.23 RATES OF PAY

- (a) (i) Effective October 1, 1997: 1.0% across the board
- (ii) Effective October 1, 1998: 1.5% across the board
- (ii) Effective October 1, 1999 1.5% across the board

Full retroactivity shall be applicable to all Officers employed under **this** Collective Agreement and shall apply to wages, overtime and premium time **as** of October 1, 1997. In addition, subsistence and the Masters flat rate entitlement shall be applicable as of October 1, 1995.

One (1) Calendar Day's pay per Officer of this lump **sum** shall be deducted by the Company and paid directly to the Guild to reimburse the Negotiating Committee. A prorated amount shall be calculated where applicable.

- (b) When Second Mates and Third Engineers are carried on a vessel, they shall receive rates of pay which are eleven dollars (\$11.00) per month below the rates for First Mates or Second Engineers.

1.24 OVERTIME

- (a) Time worked in excess of regular hours to be paid at the rate of double the straight time hourly rate.

- (b) Overtime shall be calculated at a minimum of one (1) hour and in one half (½) hour increments thereafter.

When officers off duty are called for overtime work, they shall be allowed twenty (20) minutes call-out (30) minutes during the period October 1 - March 31 and such call-out shall be considered as time worked. In the event a man is called more than once during an off-watch period and there is less than one and one half (1 ½) hours between the time of the second call and the time of completing the first call, his overtime shall be deemed to be continuous from the time of the first call. The minimum payment for a call-out under this section shall be three (3) hours at the straight time rate.

- (c) Any Officer covered by this Agreement shall have the option of converting all overtime premium rates and statutory holiday pay into time off in lieu subject to:

(i) Officers making an election any month to convert all or any part of said overtime, and

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

(iii) An Officer shall be entitled to be paid out his converted leave or part thereof up to ~~six~~ (6) times per year in conjunction with regular payroll cheques which fall on or approximately on any 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.

(iv) During periods of recession and high unemployment and where it is identified that employment preservation at times of layoff can be achieved via overtime/premium conversion to leave the Guild and the Company by mutual agreement shall be empowered to enact mandatory overtime/premium conversion to leave, providing that:

- (i) the application is universal for all Officers,
- (ii) the application does not exceed six (6) months,
- (iii) the application is reviewed on a monthly basis,
- (iv) the application of this clause shall apply to all Officers covered by this Agreement.

(v) Any Officer may elect in writing to retain his converted overtime leave and be paid into the red, as provided elsewhere under this Agreement, provided that such converted leave will be used before red days for make up to full pay when he is on medical leave and educational leave."

- (d) The payment of overtime will not apply under the following exceptions:
- (i) In the event of an emergency at sea involving the safety of the vessel and crew.
 - (ii) When Masters are working hours which are covered by the flat rate payment for excessive hours set out in Article 2.05.
- (e) (i) The overtime shall be prepared in duplicate by the Officer 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 Officer for the record. The Master shall turn in the overtime claim with the Ship's Log at first return to home port (or by mail at least twice monthly).
- (ii) If the overtime claim is disputed, a copy of the claim is to be returned by the Company to the Officer concerned before the next pay period together with reasons for rejecting the claim.
 - (iii) Individual companies shall establish specific cut-off date(s) for the purposes of paying overtime and shall process and pay overtime in the pay period immediately following the date so specified. The cutoff date not to exceed ten (10) calendar days prior to the payroll cutoff date.

1.25 MANNING

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

- (a) The crew of a commercially operated tug shall be a minimum of two (2) men.
- (b) The manning of a tug shall allow for two (2) men being available to the wheelhouse at all times the vessel is underway; this means one Deck Officer in charge and one other person who shall be under the direct control of and readily available to assist the Officer in charge. However, the duties of all crew members regardless of position shall come under the direct control of the Master.
- (c) Whenever a crew member is required to work aboard a tow out of sight from the tug control station, he shall be supplied with a suitable communication device which will allow for immediate communication at all times and will not restrict his movements.
- (d) Every continuous operating tug shall carry at least one person who **has** sufficient knowledge of the engine and mechanical equipment to satisfy the Ministry of Transport requirements. When the Master or Mate is the person referred to in this section, he shall be paid one (1) hour at the straight time rate per full day worked in addition to his basic salary for performing such engine servicing 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 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 or Mate shall not be required to

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

Provided that if **under** unusual circumstances, including isolation from servicing facilities, it becomes necessary for a Master or Mate 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.

- (e) Due to sea-going conditions and the exigencies of the service, overtime work is necessary from time to time. Such overtime will be kept to a minimum and in no case barring emergencies will an Officer work more than sixteen (16) hours overtime in any consecutive seven (7) day period.
- (f) In every calendar day each crew member of a tug shall get at least eight (8) hours of rest, **six** (6) of which must be consecutive and unbroken. Not more ~~than~~ eighteen (18) hours nor less than six (6) shall elapse between such six (6) hour rest periods.
- (g) The hours of rest specified in Section (f) shall be maintained with respect to each crew member who -
- (i) transfers from one tug to another,
 - (ii) changes from one watch to another;
 - (iii) changes from day work to watchkeeping duties;
 - (iv) changes from employment ashore to watchkeeping duties aboard a tug.
- (h) Each crew member must take the hours of rest to which he is entitled under this Article.

- (i) Hours of Rest During on Watch Period - an Officer may be instructed to take hours of rest during the period of his watch, at the Master's discretion, given the following conditions:
1. The vessel must be safely secured for a minimum of six (6) consecutive hours, **and**
 2. A minimum of eight (8) hours rest per calendar day (six (6) consecutive) shall be maintained, and
 3. The watch system, (6 to 12 or 12 to 6) shall be maintained, and
 4. Not less than six (6) nor more than eighteen (**18**) hours shall elapse between rest periods, and
 5. He shall not work two (2) off watch **periods** in a row, except immediately following an on watch rest period, and
 6. He shall not rest two (2) watch periods in a row, and
 7. The rest period must be uninterrupted, and
 8. Whenever possible he shall receive six (6) hours notice of taking an on watch rest, and
 9. He must be given a full meal at the end of the rest period (if missed).

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

- (j) Every tug shall have sufficient crew aboard so that life-saving and fire extinguishing equipment may be used simultaneously in the event of fire aboard.
- (k) Manning Disputes - If a dispute should **arise** between the parties on the manning of a vessel, the matter may be referred by either party to the arbitrator in accordance with the terms of the Arbitration Procedure set out in ARTICLE 1.11(B) (**6**).

1.26 OLD AGREEMENT

This Agreement nullifies any Addenda or Letter of Intent which existed between the Company and the Guild prior to January 25th, 1973.

1.27 JOINT SAFETY COMMITTEE

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

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

1.28 LIABILITY INSURANCE

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

1.29 TOUR OF DUTY

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

1.30 OTHER MARINE EMPLOYMENT

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

1.31 SEVERANCE PAY

Officers with more than one year's service, who are displaced and for whom no job is available due to automation, mechanization or permanent reduction in the number of vessels or number of Officers will be entitled to severance pay. Severance pay will be paid in the following manner: (under the Canada Labour Code or this Article, whichever is the greater). One (1) week's pay for each year of service (to last day worked) ~~with~~ the Company ~~as~~ an employee.

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

PART II CONTINUOUS OPERATING VESSELS

2.01 HOURS ON DUTY

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

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

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

2.02 LEAVE

- (a) Section (b) of ARTICLE 1.16 shall not apply when a vessel does not enter a Canadian port within thirty (30) days of commencing a voyage. In such instances the Company will grant leave to the crew at the vessel's home port at the first opportunity.

- (b) **An Officer** 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 Officer 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 Officer** shall have the right to refuse to join the vessel or, if he joins, shall receive a penalty payment of two **(2)** hours straight time pay, except where unforeseen circumstances arise which are clearly beyond the company's control.
- (c) **An Officer** shall give twenty-four **(24)** hours notice when requesting leave, except under extenuating circumstances.
- (d) Crew changes may be established on the hour, at any time between **10:00** hours and **24:00** hours on any calendar day. Given the afore noted a voyage shall be deemed to have commenced at the time the crew reports for duty. The end of each twenty four **(24)** hour period thereafter shall be referred to **as** the Anniversary Hour. This twenty four **(24)** hour period will be known as the Work Day for purposes of this Article.

One half ($\frac{1}{2}$) day's pay and leave earned shall be paid to any Officer leaving a vessel prior to mid Work Day (the twelfth hour). **An Officer** 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 **an Officer** leaving the vessel after mid Work Day. **An Officer** joining after mid Work Day shall be paid one half ($\frac{1}{2}$) day's pay and leave earned. Exempted from this provision are those Officer's on Anniversary Hour leave of **2.02** (e).

When a regular crew change occurs one (1) hour or less after the Anniversary Hour **an Officer** shall only be entitled to overtime payments in accordance with Article **1.24 (b)**. Section (f) below will continue where applicable.

Notwithstanding the aforementioned, an Officer shall receive a payment of one half ($\frac{1}{2}$) day's pay for an air crew change within two (2) hours either side of the Anniversary Hour or Mid Work Day provided the Officer **has** departed or returned to **his** home port within this period. Officer's 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.

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

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

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

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

2.03 SUBSISTENCE

- (a) Subsistence of top grade, quality and in sufficient quantities shall be supplied on all vessels.
- (b) On vessels where subsistence is customarily supplied and where, for any reason other than overhaul, subsistence is not supplied, alternate accommodations and meals shall be provided. When a vessel undergoes overhaul or is otherwise laid up while away from the home port **and** customary **standards** of accommodation and/or meals cannot be maintained, suitable accommodation and/or meals shall be provided ashore.
- (c) Whenever Section (b) is not in effect, Officers shall pay the **sum** of One Dollar Fifty Cents (\$1.50) per day worked for subsistence and lodging provided.
- (d) In addition to the rates of pay shown in this Agreement, Officer's shall be paid the **sum** of One dollar Fifty **Cents** (\$1.50) per day worked on all occasions that Section (b) is not in effect.
- (e) At the end of each calendar year, Officers covered by this Agreement shall be provided with a receipt covering all deductions made under Section (c) above. This provision only to apply where Revenue Canada, Taxation, deems subsistence and lodging **as** taxable items for seafarers.
- (f) Meal hours for Officers covered by this Agreement shall be as follows (except provided in ARTICLE 1.25(i):

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

These hours may be varied provided such variation shall not exceed one half ($\frac{1}{2}$) hour either way and also provided that one (1) unbroken hour shall be allowed for lunch and dinner 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.

- (g) **Penalty Meal Hours**
- (i) Where an Officer 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** 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.

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

2.04 TRAVEL AND TRANSFERS

- (a) For the purposes of this Article, the home port of an Officer 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 Officer.
- (b) When an Officer is dispatched to or discharged from a vessel away from his home port the Company will provide travel insurance of **\$125,000.00** for each Officer and will be responsible for his transportation, wages and board and lodging costs until such time as he is returned to his home port. Effective October 1, 1990 travel insurance to go up to **\$200,000.00**.
- (c) In the event that it becomes necessary to change the home port of a vessel on a permanent basis (e.g. Victoria Vancouver transfer), an Officer 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 Officer chooses not to move he shall have the option of:
 - (i) remaining with the vessel and bearing his own transportation, travel, board and lodging costs (if any), or
 - (ii) Exercising his rights of seniority under Article 1.12 (d)

2.05 PAYMENT FOR EXCESSIVE HOURS

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 \$300.00 in recognition of actual hours worked. This payment will constitute remuneration for the number of hours determined by the following formula:

$\frac{\$300.00}{\text{overtime rate for the Master concerned}} = \text{hours rounded to the nearest whole number}$

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

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

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

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

2.06 SECURITY WATCHES

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

2.07 RADAR EQUIPMENT

Every new continuous operating tug must have two radars.

Radar power transmitters will be insulated to isolate high frequency noise, where practical.

3.01 UNION DISPATCH HALL FEE

The Company agrees to pay to the Guild a Hiring Hall Fee of ninety five cents (\$0.95 (October 1, 1998) each day for each Officer in its employ and effective October 1, 1999 one dollar (\$1.00).

Calculation example:

$$\begin{array}{lcl} \$0.95 \text{ (per day)} \times 30.42 \text{ (average month)} & = & \$28.90 \\ \text{Times the number of Officers} & = & \text{monthly contribution} \end{array}$$

3.02 EFFECTIVE DATES

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

3.03 TERM OF AGREEMENT

This Agreement shall be effective from October 1, 1997 and shall remain in effect until September 30th, 2000 and thereafter from year to year subject to four (4) month's notice in writing of desire to revise, amend or terminate same. Such notice may be given any time after May 31, 2000. After such notice has been given, specific proposals (if any) must be submitted and negotiations commenced within ten (10) days of the date of notice.

EXECUTED ON BEHALF OF:

EXECUTED ON BEHALF OF:

SHIELDS NAVIGATION LTD.

CANADIAN MERCHANT SERVICE GUILD

P _____

Leo M. [Signature]
Off. Shields
May

DATED AT VANCOUVER, BC THIS 16th DAY OF May 2000.

APPENDIX "A"

LIST OF VESSELS

GROUP II (0 - 550 BHP)

**Georgia Transporter
Storm Spray**

GROUP III (551 - 900 BHP)

Storm Queen

GROUP IV (901 - 1300 BHP)

Storm Wave

APPENDIX "B"

WAGE RATES EFFECTIVE - OCTOBER 1, 1997

MASTERS	MONTHLY BASIC	CALENDAR DAY	PAY FOR LEAVE	EARNINGS PER DAY WORKED	RATE PER HOUR	TIME AND ONE HALF	DOUBLE TIME
Group 2	4,655.03	153.03	189.76	342.79	28.57	42.86	57.14
Group 3	4,803.93	157.92	195.82	353.74	29.48	44.22	58.96
Group 4	4,966.18	163.25	202.43	365.68	30.47	45.71	60.94
Group 5	5,134.18	168.78	209.29	378.07	31.51	47.27	63.02
Group 6	5,302.26 5,640.73	174.30 185.43	216.13 229.93	390.43 415.36	32.54 34.61	48.81 51.92	65.08 69.22
Group 7	5,470.30 5,808.75	179.83 190.95	222.93 236.78	402.87 427.73	33.57 35.64	50.35 53.46	67.14 71.28
Group 8	5,642.89 5,981.32	185.50 196.62	230.02 243.81	415.52 440.43	34.63 36.70	51.95 55.05	69.28 73.40
Group 9	5,810.95 6,149.41	191.02 202.15	236.86 250.67	427.88 452.82	35.66 37.74	53.49 56.61	71.32 75.48

NOTE: 2ND RATES ARE FOR NON-WATCHKEEPERS

APPENDIX "B"

WAGE RATES EFFECTIVE - OCTOBER 1, 1997

CHIEF ENGINEER	MONTHLY BASIC	CALENDAR DAY	PAY FOR LEAVE	EARNINGS PER DAY WORKED	RATE PER HOUR	TIME AND ONE HALF	DOUBLE TIME
Group 2	4,497.56	147.85	183.33	331.18	27.60	41.40	55.20
Group 3	4,645.94	152.73	189.39	342.12	28.51	42.77	57.02
Group 4	4,803.93	157.92	195.82	353.74	29.48	44.22	58.96
Group 5	4,966.18	163.25	202.43	365.68	30.47	45.71	60.94
Group 6	5,134.18	168.78	209.28	378.06	31.51	47.26	63.02
Group 7	5,302.26	174.30	216.13	390.43	32.54	48.81	65.08
Group 8	5,470.30	179.83	222.99	402.82	33.57	50.35	67.14
Group 9	5,642.89	185.50	230.02	415.52	34.63	51.95	69.26

APPENDIX "B"

WAGE RATES EFFECTIVE - OCTOBER 1, 1997

MATES & 2nd ENGINEERS	MONTHLY BASIC	CALENDAR DAY	PAY FOR LEAVE	EARNING PER DAY WORKED	RATE PER HOUR	TIME AND ONE HALF	DOUBLE TIME
Group 2	4,162.35	136.83	169.67	306.50	25.54	38.31	51.08
Group 3	4,231.11	139.09	172.47	311.56	25.96	38.94	51.92
Group 4	4,302.82	141.45	175.40	316.85	26.40	39.60	52.80
Group 5	4,384.45	144.13	178.72	322.85	26.90	40.35	53.80
Group 6	4,479.20	147.25	182.59	329.84	27.49	41.24	49.98
Group 7	4,585.00	150.72	186.89	337.61	28.13	42.20	56.26
Group 8	4,690.87	154.20	191.21	345.41	28.78	43.17	56.56
Group 9	4,794.07	157.60	195.42	353.02	29.42	44.13	58.84

APPENDIX "B"

WAGE RATES EFFECTIVE - OCTOBER 1, 1997

2nd MATES & 3rd ENGINEERS	MONTHLY BASIC	CALENDAR DAY	PAY FOR LEAVE	EARNING PER DAYWORKED	RATE PER HOUR	TIME AND ONE HALF	DOUBLE TIME
Group 2	4,151.35	136.47	169.22	305.69	25.47	38.21	50.94
Group 3	4,220.11	138.73	172.03	310.76	25.90	38.85	51.80
Group 4	4,291.82	141.09	174.95	316.04	26.34	39.51	52.68
Group 5	4,373.45	143.77	178.27	322.04	26.84	40.26	53.68
Group 6	4,468.20	146.88	182.13	329.01	27.42	41.13	54.84
Group 7	4,574.0	150.36	186.45	336.81	28.07	42.11	56.14
Group 8	4,679.87	153.84	190.76	344.60	28.72	43.08	57.44
Group 9	4,783.07	157.23	194.97	352.20	29.35	44.03	58.70
NOTE: Red Circled Rates (Monthly Basic \$11.00 less than MATES Rate)							

APPENDIX "B"

WAGE RATES EFFECTIVE - OCTOBER 1, 1997

NON-CERTIFICATED MATES & 2ND ENGINEERS	MONTHLY BASIC	CALENDAR DAY	PAY FOR LEAVE	EARNING PER DAY WORKED	RATE PER HOUR	TIME AND ONE HALF	DOUBLE TIME
Group 2	4,049.31	133.11	165.06	298.17	24.85	37.28	49.70
Group 3	4,118.04	135.37	167.86	303.23	25.27	37.91	50.54
Group 4	4,189.76	137.73	170.79	308.52	25.71	38.57	51.42
Group 5	4,271.37	140.41	174.11	314.52	26.21	39.32	52.42
Group 6	4,400.07	144.64	179.35	323.99	27.00	40.50	54.00
Group 7	4,471.94	147.01	182.29	329.30	27.44	41.16	54.88
Group 8	4,577.80	150.49	186.61	337.10	28.09	42.14	56.18
Group 9	4,680.99	153.88	190.81	344.69	28.72	43.08	57.44

APPENDIX "B"

WAGE RATES EFFECTIVE - OCTOBER 1, 1997

NEW HIRES IN POSITION OF 2ND MATE, 3RD ENGINEER	MONTHLY BASIC	CALENDAR DAY	PAY FOR LEAVE	EARNING PER DAY WORKED	RATE PER HOUR	TIME AND ONE HALF	DOUBLE TIME
Group 2	4,112.35	135.19	167.64	302.83	25.24	37.86	50.48
Group 3	4,181.11	137.45	170.44	307.89	25.66	38.49	51.32
Group 4	4,252.82	139.80	173.35	313.15	26.10	39.15	52.20
Group 5	4,334.45	142.49	176.69	319.18	26.60	39.90	52.20
Group 6	4,429.20	145.60	180.54	326.14	27.18	40.77	54.36
Group 7	4,535.00	149.08	184.86	333.94	27.48	42.72	55.66
Group 8	4,640.87	152.56	189.17	341.73	28.48	42.72	56.96
Group 9	4,744.07	155.95	193.38	349.33	29.11	43.67	58.22

APPENDIX "B"

WAGE RATES EFFECTIVE - OCTOBER 1, 1997

HOUR PERSONNEL ASTER	MONTHLY BASIC	EARNINGS PER DAY WORKED	RATE PER HOUR	TIME AND ONE HALF	DOUBLE TIME
oup 2	4,655.03	228.56	28.57	42.86	57.14
oup 3	4,803.93	235.84	29.48	44.22	58.96
oup 4	4,966.18	243.76	30.47	45.71	60.94
oup 5	5,134.18	252.08	31.51	47.27	63.02
ATE:					
oup 2	4,162.35	204.32	25.54	38.31	51.08
oup 3	4,231.11	207.68	25.96	38.94	51.92
oup 4	4,302.82	211.20	26.40	39.60	52.80
oup 5	4,384.45	215.20	26.90	40.35	53.80
TE: Non-Certificated Officers to receive monthly and other rates as per 12 hour Non-Certificated mates					

APPENDIX "B"

WAGE RATES EFFECTIVE - OCTOBER 1, 1998

MASTERS	OCTOBER 1, 1998 MONTHLY BASIC	CALENDAR DAY	PAY FOR LEAVE	EARNING PER DAYWORKED	RATE PER HOUR	TIME AND ONE HALF	DOUBLE TIME
Group 2	4,724.86	155.32	192.60	347.92	28.99	43.49	57.98
Group 3	4,875.99	160.29	198.76	359.05	29.92	44.88	59.84
Group 4	5,040.67	165.70	205.47	371.17	30.93	46.40	61.86
Group 5	5,211.20	171.31	212.42	383.73	31.98	47.97	63.96
Group 6	5,381.79	176.92	219.38	396.30	33.03	49.54	66.06
	5,725.34	188.21	233.38	421.59	35.13	52.70	70.26
Group 7	5,552.35	182.52	226.32	408.84	34.07	51.10	68.14
	5,895.88	193.82	240.34	434.16	36.18	54.27	72.36
Group 8	5,727.53	188.28	233.47	421.75	35.15	52.73	70.30
	6,071.04	199.57	247.47	447.04	37.25	55.88	74.50
Group 9	5,898.11	193.89	240.42	434.31	36.19	54.29	72.38
	6,241.65	205.18	254.42	459.60	38.30	57.45	76.60

NOTE: 2ND rates are for Non-Watchkeepers

APPENDIX "B"

WAGE RATES EFFECTIVE - OCTOBER 1, 1998

CHIEF ENGINEERS	OCTOBER 1, 1998 MONTHLY BASIC	CALENDAR DAY	PAY FOR LEAVE	EARNINGS PER DAY WORKED	RATE PER HOUR	TIME AND ONE HALF	DOUBLE TIME
Group 2	4,565.02	150.07	186.09	336.16	28.01	42.02	56.02
Group 3	4,715.63	155.02	192.22	347.24	28.94	43.41	57.88
Group 4	4,875.99	160.29	198.76	359.05	29.92	44.88	59.84
Group 5	5,040.67	165.70	205.47	371.17	30.93	46.40	61.86
Group 6	5,211.20	171.31	212.42	383.73	31.98	47.97	63.96
Group 7	5,381.79	176.92	219.38	396.30	33.03	49.54	66.06
Group 8	5,552.35	182.52	226.32	408.84	34.07	51.10	68.14
Group 9	5,727.53	188.28	233.47	421.75	35.15	52.73	70.30

APPENDIX "B"

WAGE RATES EFFECTIVE - OCTOBER 1, 1998

MATES & 2ND ENGINEERS	OCTOBER 1, 1998 MONTHLY BASIC	CALENDAR DAY	PAY FOR LEAVE	EARNING PER DAY WORKED	RATE PER HOUR	TIME AND ONE HALF	DOUBLE TIME
Group 2	4,224.79	138.88	172.21	311.09	25.92	38.88	51.84
Group 3	4,294.58	141.18	175.06	316.24	26.35	39.53	52.70
Group 4	4,367.36	143.57	178.03	321.60	26.80	40.20	53.60
Group 5	4,450.22	146.29	181.40	327.69	27.31	40.97	54.62
Group 6	4,546.39	149.45	185.32	334.77	27.90	41.85	55.80
Group 7	4,653.78	152.98	189.70	342.68	28.56	42.84	57.12
Group 8	4,761.23	156.52	194.08	350.60	29.22	43.83	58.44
Group 9	4,865.98	159.96	198.35	358.31	29.86	44.79	59.72

APPENDIX "B"

WAGE RATES EFFECTIVE - OCTOBER 1, 1998

2nd MATES & 3rd ENGINEERS	OCTOBER 1, 1998 MONTHLY BASIC	CALENDAR DAY	PAY FOR LEAVE	EARNING PER DAY WORKED	RATE PER HOUR	TIME AND ONE HALF	DOUBLE TIME
Group 2	4,213.79	138.52	171.76	310.28	25.86	38.79	51.72
Group 3	4,283.58	140.81	174.60	315.41	26.28	39.42	52.56
Group 4	4,356.36	143.21	177.58	320.79	26.73	40.10	53.46
Group 5	4,439.22	145.93	180.95	326.88	27.24	40.86	54.48
Group 6	4,535.29	149.09	184.87	333.96	27.83	41.75	55.66
Group 7	4,642.78	152.62	189.25	341.87	28.49	42.74	56.98
Group 8	4,750.23	156.15	193.63	349.78	29.15	43.73	58.30
Group 9	4,854.98	159.60	197.90	357.50	29.79	44.69	59.58
NOTE: RED CIRCLED RATES (Monthly Basic \$11.00 less than MATES Rate)							

APPENDIX "B"

WAGE RATES EFFECTIVE - OCTOBER 1, 1998

NON-CERTIFICATED MATES & 2ND ENGINEERS	OCTOBER 1, 1998 MONTHLY BASIC	CALENDAR DAY	PAY FOR LEAVE	EARNING PER DAY WORKED	RATE PER HOUR	TIME AND ONE HALF	DOUBLE TIME
Group 2	4,110.05	135.11	167.54	302.65	25.22	37.83	50.44
Group 3	4,179.81	137.40	170.38	307.78	25.65	38.48	51.30
Group 4	4,252.61	139.80	173.35	313.15	26.10	39.15	52.20
Group 5	4,335.44	142.52	176.72	319.24	26.60	39.90	53.20
Group 6	4,466.07	146.81	182.04	328.85	27.40	41.10	54.80
Group 7	4,539.02	149.21	185.02	334.23	27.85	41.78	55.70
Group 8	4,646.47	152.74	189.40	342.14	28.51	42.77	57.02
Group 9	4,751.20	156.19	193.68	349.87	29.16	43.74	58.32

APPENDIX "B"

WAGE RATES EFFECTIVE - OCTOBER 1, 1998

NEW HIRES IN POSITION OF 2 ND MATE and 3 RD ENGINEER	OCTOBER 1, 1998 MONTHLY BASIC	CALENDAR DAY	PAY FOR LEAVE	EARNING PER DAY WORKED	RATE PER HOUR	TIME AND ONE HALF	DOUBLE TIME
Group 2	4,174.79	137.24	170.18	307.42	25.62	38.43	51.24
Group 3	4,244.58	139.53	173.02	312.55	26.50	39.08	52.10
Group 4	4,317.36	141.93	175.99	317.92	26.49	39.74	52.98
Group 5	4,400.22	144.65	179.37	324.02	27.00	40.50	54.00
Group 6	4,496.39	147.81	183.28	331.09	27.59	41.39	55.18
Group 7	4,603.78	151.34	187.66	339.00	28.25	42.38	56.50
Group 8	4,711.23	154.87	192.04	346.91	28.91	43.37	57.82
Group 9	4,815.98	158.32	196.32	354.64	29.55	44.33	59.10

NOTE: Mates rate less \$50.00 (monthly)

APPENDIX "B"

4 RATES EFFECTIVE - OCTOBER 1, 1998

8 HOUR PERSONNEL MASTER	OCTOBER 1, 1998 MONTHLY BASIC	EARNINGS PER DAY	RATE PER HOUR	TIME AND ONE HALF	DOUBLE TIME
Group 2	4,724.86	231.92	28.99	43.49	57.98
Group 3	4,875.99	239.36	29.92	44.88	59.84
Group 4	5,040.67	247.44	30.93	46.40	61.86
Group 5	5,211.19	255.84	31.98	47.97	63.96
Group 2	4,224.79	207.36	25.92	38.88	51.84
Group 3	4,294.58	210.80	26.36	39.53	52.70
Group 4	4,367.36	214.40	26.80	40.20	53.60
Group 5	4,450.22	218.48	27.31	40.97	54.62

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

APPENDIX "B"

WAGE RATES EFFECTIVE - OCTOBER 1, 1999

CHIEF ENGINEERS	OCTOBER 1, 1999 MONTHLY BASIC	CALENDAR DAY	PAY FOR LEAVE	EARNING PER DAY WORKED	RATE PER HOUR	TIME AND ONE HALF	DOUBLE TIME
Group 2	4,633.50	152.32	188.88	341.20	28.43	42.65	56.86
Group 3	4,786.36	157.34	195.10	352.44	29.37	44.05	58.74
Group 4	4,949.13	162.69	201.74	364.43	30.37	45.55	60.74
Group 5	5,116.28	168.19	208.56	376.75	31.40	47.10	62.80
Group 6	5,289.36	173.88	215.61	389.49	32.46	48.69	64.92
Group 7	5,462.52	179.57	222.67	402.24	33.52	50.28	67.04
Group 8	5,635.64	185.26	229.72	414.98	34.58	51.87	69.16
Group 9	5,813.44	191.11	236.98	428.90	35.67	53.51	71.34

APPENDIX "B"

WAGE RATES EFFECTIVE - OCTOBER 1, 1999

MATES & 2ND ENGINEERS	OCTOBER 1, 1999 MONTHLY BASIC	CALENDAR DAY	PAY FOR LEAVE	EARNING PER DAY WORKED	RATE PER HOUR	TIME AND ONE HALF	DOUBLE TIME
Group 2	4,288.16	140.97	174.80	315.77	26.31	39.47	52.62
Group 3	4,359.00	143.29	177.68	320.97	26.75	40.13	53.50
Group 4	4,432.87	145.72	180.69	326.41	27.20	40.80	54.40
Group 5	4,516.97	148.49	184.13	332.62	27.72	41.58	55.44
Group 6	4,614.59	151.70	188.11	339.81	28.32	42.48	56.64
Group 7	4,723.59	155.28	192.55	347.83	28.99	43.49	57.98
Group 8	4,832.65	158.86	196.99	355.85	29.65	44.48	59.30
Group 9	4,938.97	162.36	201.33	363.69	30.31	45.47	60.62

APPENDIX "B"

WAGE RATES EFFECTIVE - OCTOBER 1, 1999

2nd MATES & 3rd ENGINEERS	OCTOBER 1, 1999 MONTHLY BASIC	CALENDAR DAY	PAY FOR LEAVE	EARNING PER DAY WORKED	RATE PER HOUR	TIME AND ONE HALF	DOUBLE TIME
Group 2	4,277.16	140.60	174.34	314.94	26.25	39.38	52.50
Group 3	4,348.00	142.93	177.23	320.16	26.68	40.02	53.36
Group 4	4,421.87	145.36	180.25	325.61	27.13	40.70	54.26
Group 5	4,505.97	148.13	183.68	331.81	27.65	41.48	55.30
Group 6	4,603.59	151.33	187.65	338.98	28.25	42.38	56.50
Group 7	4,712.59	154.92	192.10	347.02	28.92	43.38	57.84
Group 8	4,821.65	158.50	196.54	355.04	29.59	44.39	59.18
Group 9	4,927.97	162.00	200.88	362.88	30.24	45.36	60.48
NOTE: Red Circled Rates (Monthly Basic \$11.00 less than MATES Rate)							

APPENDIX "B"

WAGE RATES EFFECTIVE - OCTOBER 1, 1999

NON-CERTIFICATED MATES & 2ND ENGINEERS	OCTOBER 1, 1999 MONTHLY BASIC	CALENDAR DAY	PAY FOR LEAVE	EARNING PER DAY WORKED	RATE PER HOUR	TIME AND ONE HALF	DOUBLE TIME
Group 2	4,171.70	137.14	170.05	307.19	25.60	38.40	51.20
Group 3	4,242.51	139.46	172.93	312.39	26.03	39.05	52.06
Group 4	4,316.40	141.89	175.94	317.83	26.49	39.74	52.98
Group 5	4,400.47	144.66	179.38	324.04	27.00	40.50	54.00
Group 6	4,533.06	149.02	184.78	333.80	27.82	41.73	55.64
Group 7	4,607.11	151.45	187.80	339.25	28.27	42.41	56.54
Group 8	4,716.17	155.04	192.25	347.29	28.94	43.41	57.88
Group 9	4,822.47	158.53	196.58	355.11	29.59	44.39	59.18

APPENDIX "B"

WAGE RATES EFFECTIVE - OCTOBER 1, 1999

NEW HIRES IN POSITION OF 2ND MATE, 3RD ENGINEER	OCTOBER 1, 1999 MONTHLY BASIC	CALENDAR DAY	PAY FOR LEAVE	EARNING PER DAY WORKED	RATE PER HOUR	TIME AND ONE HALF	DOUBLE TIME
Group 2	4,236.16	139.32	172.76	312.08	26.01	39.02	52.02
Group 3	4,309.00	141.65	175.65	317.30	26.44	39.66	52.88
Group 4	4,382.87	144.08	178.66	322.74	26.90	40.35	53.80
Group 5	4,466.97	146.84	182.08	328.08	27.41	41.12	54.82
Group 6	4,564.59	150.05	186.06	336.11	28.01	42.02	56.02
Group 7	4,673.59	153.64	190.51	344.15	28.68	43.02	57.36
Group 8	4,782.65	157.22	194.95	352.17	29.35	44.03	58.70
Group 9	4,888.97	160.72	199.29	360.01	30.00	45.00	60.00
NOTE: Mates Rate less \$50.00 (Monthly)							

APPENDIX "B"

WAGE RATES EFFECTIVE - OCTOBER 1, 1999

8 HOUR PERSONNEL MASTER	OCTOBER 1, 1999 MONTHLY BASIC	EARNING PER DAY WORKED	RATE PER HOUR	TIME AND ONE HALF	DOUBLE TIME
Group 2	4,795.73	235.44	29.43	44.15	58.86
Group 3	4,949.13	242.96	30.37	45.55	60.74
Group 4	5,116.28	251.20	31.40	47.10	62.80
Group 5	5,289.36	259.68	32.46	48.69	64.92
Group 2	4,288.16	210.48	26.31	39.47	52.62
Group 3	4,359.00	214.00	26.75	40.13	53.50
Group 4	4,432.87	217.60	27.20	40.80	54.40
Group 5	4,516.97	221.76	27.72	41.58	55.44

APPENDIX "C"

CREDIT AGREEMENT TO REPAY WAGE ADVANCES

(Name of Company)

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
230 West Broadway
Vancouver, BC

Attention: Leo M. Gray

Dear Sir:

Payroll Procedures

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

1. **Pay** - The Company will continue to pay its' 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

December 1, 1995

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

Attention: Leo Gray
Secretary-Treasurer

Dear **Sir**:

New Hire Officer Declaration of Guild Membership Status

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

Yours truly

SUGGESTED LETTER

TO: (Company Name)

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"
LETTER OF UNDERSTANDING
BAREBOAT CHARTERS

Canadian Merchant Service Guild
230 West Broadway
Vancouver, BC

Attention: Leo M. Gray

Dear **sir**:

Bareboat Charters - Claims Involving Third Parties

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

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

APPENDIX "G"

JOB REDUNDANCY CLAUSE

1. EMPLOYMENT SECURITY

Regular **full** time Officers who have seniority with their current employer will have Employment Security.

- (a) **An** Officer who has employment security will not be subjected to layoff **as** a result of the elimination of an Officers' position as identified in the Redundant Job Schedule.
- (b) **An** Officer who is affected by a change in the manning of a vessel shall accept one of the following options, the particular option will be at his discretion alone:
 - (i) May exercise his seniority rights within the fleet.
 - (ii) May accept a related shore side position offered by the Company, in which case his employment security will continue.
 - (iii) May accept training for another position within the Company.
 - (iv) May sever **his** employment with the Company by accepting the monetary consideration.
- (c) Where an Officer is realigned to another position of a lesser pay classification either by exercising his seniority under (b)(i) or being transferred under (b)(ii) he shall be paid no less than the pay class he formerly worked in.
- (d) Where an Officer is employed on a floating basis his "former rate" shall be established by averaging his actual rates over the previous twelve (12) months of employment.

2. SEPARATION PROVISION

An Officer whose job has been made redundant **as** identified under the Redundant Job Schedule and who has chosen not to accept any of the options: 1(b)(i), 1(b)(ii) or 1(b)(iii) as listed above would be eligible. This would also apply to any Officer who is realigned pursuant to 1(b)(i).

3. SEPARATION ALLOWANCE

The separation allowance shall consist of Three (3) weeks of basic pay (twenty-one (21) days at the calendar rate) for each year of cumulative compensated service* to a maximum of seventy-five percent (**75%**) the Officer could earn at this basic rate prior to age sixty-five. A pro-rated payment will be made for a part year.

This enhanced allowance for separation due to redundant jobs replaces the severance provisions of Article 1.31 in the current Collective Agreement.

*Cumulative Compensated Service shall be defined as:

- (a) One month of cumulative service is equal to 30.42 days with the Company. Twelve (12) of these months shall constitute one (1) year of cumulative compensated **service** (time on Long Term Disability is excluded).

4. **REVIEW COMMITTEE**

A Committee of four members, two each from the Guild and the Company shall be named. Any disputes arising under **this** Agreement shall be put before this Committee for resolution. When the Committee is unable to resolve an issue it is agreed that a third party will be named by mutual agreement of the parties to provide Mediation-Arbitration for binding resolution. Failing such **an** appointment by the Committee either party may refer it to arbitration under Article 1.11 (b) of the Collective Agreement.

5. **REDUNDANT JOB I FOR ESSELS**

- (i) To be determined by joint Company - C.M.S.G. Manning Committee.
- (ii) Every position that becomes redundant will be considered to have had two (2) individuals employed within that position.
- (iii) This agreement becomes effective upon date of signing.
- (iv) Vessels which have been laid up or out of service for more than twelve (12) months shall be crewed in accordance with the recommendations of the Manning Committee **and** this Job Redundancy Agreement shall not apply.

- 6. The Parties agree that should it be necessary at some future date to increase manning to cover the duties of those Officers made redundant under this agreement the positions will be filled by C.M.S.G. members.

DATED AT VANCOUVER, B.C. THIS 1st DAY OF MARCH 1994

APPENDIX "H"

JOB REDUNDANT SCHEDULE AGREEMENT NUMBER I

BETWEEN

SHIELDS NAVIGATION LTD.

AND

CANADIAN MERCHANT SERVICE GUILD (GUILD)

This Agreement shall replace any and all prior Agreements to carry Engineers in respect to continuously operated vessels described herein.

1. A vessel which carries an Engineer and which **has** less than 750 KW (1000BHP) and is not required to carry an Engineer by law, is covered by **this** Agreement.
2. Companies shall not be required to carry Engineers on these vessels. The required crew complement shall be **as** required by law with a minimum of four. **This** shall also apply to new vessels.
3. The area of operation shall be restricted to Home Trade III waters from Puget Sound to Southeast Alaska defined **as** the Inside Passage. **This** excludes the outside West Coast of Vancouver Island defined as West of Port Renfrew to Cape Scott and the Queen Charlotte Islands.
4. Deck Officers will be given the first right to accept engine room duties. The Master at the commencement of each tour of duty shall designate which crew member will perform these tasks.
5. Vessels will be upgraded **as** is necessary to ensure a safe operation. Engineers will not be removed until the upgrading has **been** completed. Where a dispute arises between the Guild and the Company as to the necessary level of upgrading the matter shall be referred to binding arbitration for a decision prior to the vessel sailing without an Engineer.

DATED AT VANCOUVER, B.C. THIS 1ST DAY OF MARCH 1994.

APPENDIX "T"

NOISE ABATEMENT PROGRAM

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

(a) NOISE LEVEL READINGS

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

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

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

Noise level readings shall be taken as follows:

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

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

(c) PROGRESS REPORTS

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

(d) AUDIOMETRIC TESTING

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

(e) HEARING PROTECTION

On vessels where there exists steady state and impact noise considered excessive, officers shall be provided with adequate hearing protective devices. The noise exposure levels and standards of protective equipment shall be as provided for in the Transport Canada Coast Guard STANDARDS RESPECTING NOISE CONTROL AND HEARING PROTECTION IN CANADIAN TOWBOATS OVER 15 TONS, GROSS TONNAGE, subject to the Marine Occupational Safety and Health Regulations.

(f) MEETINGS

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

(g) COMMITTEE

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

APPENDIX "J"

ASBESTOS CONTROL PROGRAM

LETTER OF UNDERSTANDING

The Company agrees to continue the program of asbestos identification, removal or encapsulation. Upon completion of the identification program removal/encapsulation shall commence beginning with the vessel with the greatest asbestos hazard. Areas containing asbestos that have been encapsulated shall be labelled as required. Copies of reports to be forwarded to the Guild.

APPENDIX "K"
LETTER OF UNDERSTANDING
REASONABLE COSTS

Canadian Merchant Service Guild
230 West Broadway
Vancouver, BC

Attention: Leo M. Gray

Dear *Sir*:

ARTICLE 2.04 - "Reasonable Costs"

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

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

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

APPENDIX " L "
LETTER OF UNDERSTANDING
BETWEEN SHIELDS NAVIGATION LTD.
AND
CANADIAN MERCHANT SERVICE GUILD

- 1. Where an Officer on a ~~twenty~~ four (24) or forty eight (48) off work under the provisions of Article 1.21 his total time worked for the company in any calendar day shall be considered when calculating overtime. All hours worked over eight (8) shall be paid at the overtime rate.
- 2. Where an Officer works by under Article 1.21 prior to or **after a** tour of **duty** the existing pay practise shall continue to apply.

SIGNED ON BEHALF OF
SHIELDS NAVIGATION LTD.
GUILD

SIGNED ON BEHALF OF
THE CANADIAN MERCHANT SERVICE

R.J. BURNS

LEO M. GRAY

R.L. SHIELDS

DATED AT VANCOUVER THIS 4TH DAY OF FEBRUARY 1988.



APPENDIX "M "

LETTER OF UNDERSTANDING

It is understood that Shields Navigation Ltd. shall be responsible for repairs and maintenance of all vessels owned and/or operated by the Company.

The Company will establish a system of requesting, performing and reporting on repairs and maintenance of its vessels.

SIGNED ON BEHALF OF
SHIELDS NAVIGATION LTD.

R.J. BURNS

R.L. SHIELDS

DATED AT VANCOUVER THIS 4TH DAY OF FEBRUARY 1988.

APPENDIX "N"

WELFARE PLAN LETTER OF UNDERSTANDING

The existing Company Welfare Plan shall remain in effect. The Guild and the Company have agreed to meet in July 1990, or later once the terms of the new Guild Welfare Plan have been determined, to compare the Company Plan and the Guild Plan.

The objective of meeting will be to determine the level of benefits provided by the Guild Plan so that the Company can decide whether to meet or exceed those benefits in general terms, or to change to the Guild Plan.

SIGNED ON BEHALF OF

SIGNED ON BEHALF OF

SHIELDS NAVIGATION LTD.

THE CANADIAN MERCHANT SERVICE
GUILD

R.J. BURNS

LEO. M. GRAY

—

R.L. SHIELDS

DATED AT VANCOUVER THIS 9TH DAY OF OCTOBER 1990.

APPENDIX " O "

SHIFT TUGS

LETTER OF AGREEMENT

Shields Navigation and the Canadian Merchant Service Guild agree that should the Company enter into an operation of **shift** tugs that they shall meet with a view of entering into **an** Agreement with regard to the operation of such tugs. Such Agreement would be based on the method of operation contained in the Council of Marine Carriers - Canadian Merchant Service Guild Shift Tug Agreement.

SIGNED ON BEHALF OF

SIGNED ON BEHALF OF

SHIELDS NAVIGATION LTD.

THE CANADIAN MERCHANT SERVICE
GUILD

R.J. BURNS

LEO M. GRAY

—

R.L. SHIELDS

DATED AT VANCOUVER THIS 9TH DAY OF OCTOBER 1990.

APPENDIX " P "

LETTER OF UNDERSTANDING

RE: EXTRA DUTY PAY

All full-time Officers in the employ of Shields Navigation Ltd. Are required to make decisions regarding the continuous operation of the Company's business after normal office hours i.e. 0800 to 1700 hours Monday to Friday will be compensated on the basis of one hundred dollars (\$100.00) per month for conducting such service.

The one hundred dollars (\$100.00) compensation payment will be amended from time to time in accordance with the percentile increase of the Collective Agreement.

This letter will come into effect October 1st, 1993.

SIGNED ON **BEHALF** OF

SHIELDS NAVIGATION LTD.

SIGNED ON BEHALF OF

THE CANADIAN MERCHANT SERVICE

GUILD

R.L. SHIELDS

ARNOLD VINGSNES

DATED AT VANCOUVER THIS 1ST DAY OF MARCH 1994.

APPENDIX “ Q”

LETTER OF UNDERSTANDING

PAYMENT FOR EXCESSIVE HOURS

During the course of the current Towboat Collective Agreement negotiations it ~~was~~ agreed that the Company, where it's payroll system can accommodate, will allow an Officer to convert to leave his Master's excessive hours payment.

APPENDIX “R”

EMPLOYEE FAMILY ASSISTANCE PROGRAM (EFAP)

The Company shall upon ratification of the Collective Agreement join the Industry EFAP which is currently administered through the Council of Marine Carriers group of employers.