

COLLECTIVE AGREEMENT

BETWEEN: **The Canadian Merchant Service Guild**
(hereinafter referred to as the "Guild")



AND: **AMIX MARINE SERVICES LTD.**
(hereinafter referred to as the "Company")



Effective Date **08986 (09)**
October 1, 2014 - September 30, 2019

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COLLECTIVE AGREEMENT

BETWEEN: The Canadian Merchant Service Guild
➤ Representing all Marine Employees
(*hereinafter referred to as the "Guild"*)

AND: AMIX Marine Services Ltd.
(*hereinafter referred to as the "Company"*)

PREAMBLE

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

The intent of this Agreement is to ensure for the Company, the Guild and the Employees 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.

Wherever the masculine has been used in the Agreement, it shall be construed as if the feminine has also been used.

PART I – GENERAL

ARTICLE 1 Recognition

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

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

1.02 Where a vessel covered and listed in this Agreement is chartered or leased, the terms of such charter or lease shall provide that this Agreement shall apply unless a vessel is chartered or leased to a Company which has an Agreement with another Union to man and operate vessels and such agreement contains the provision that the other Union has jurisdiction over the work to be performed.

1.03 Where a tug owned by the Company is sold to another Company or to an individual, satisfactory proof of such sale shall be provided to the Guild at time of sale.

- 1.04 For greater clarity, the Parties agree that the vessels described above are as listed in an Appendix, and the Parties recognize that the list may be altered from time to time, pursuant to Clause 1.01. Additions to the Company's fleet of existing vessels shall be covered by the agreement and the Company agrees to notify the Guild as these occur. The Guild will be allowed to display its insignia aboard the vessels and it may be up to twelve inches (12") by nine inches (9") in size.
- 1.05 1. The Company recognizes the Guild as a source of supply for all Employees covered by this Agreement and may request same from the Office of the Guild. The Company agrees to employ only Members of the Guild in good standing. All new Employees are required to sign an engagement letter regarding Guild Membership status as set out in Appendix "G" of the Agreement. A copy of such engagement letter shall be forwarded to the Guild upon signing.
2. The Guild shall not deny Membership in the Guild, however, should a prospective Employee, be unable to obtain Membership in the Guild, the Guild will provide the Company with the reasons in such circumstances.
- 1.06 Effective the last pay period of each month, the Company shall deduct from the wages due and payable each Employee coming within the scope of this Agreement, an amount equal to the uniform monthly Membership fees, pension contributions as required and any assessments of the Guild. The amount so deducted shall only be changed during the term of this Agreement to conform with changes in the amount of the regular fees of the Guild in accordance with its Constitution and By-laws.
- 1.07 The Company will deduct initiation fees and remit same to the Guild upon receipt of proper authorization from the Employee concerned.
- 1.08 All deductions required under this Article will be forwarded to the Western Branch of the Guild, attention of the Secretary Treasurer within thirty (30) days together with a list in duplicate showing the names of the Employees to whom said deductions are to be credited and the month for which the deductions are made.

ARTICLE 2 Termination of Employment

2.01 **Termination**

An Employee may be discharged for just cause without notice or pay in lieu of notice. However, when hired for relief or temporary work which does not exceed three (3) months, shall only be entitled to the provisions of Clause 2.02.

2.02 **Layoff**

An Employee shall be given forty-eight (48) hours' notice of layoff. Failure to give forty-eight (48) hours' notice shall result in payment of two (2) days wages.

2.03 An Employee shall give the Company forty-eight (48) hours' notice of termination of employment.

ARTICLE 3 Promotion from within the Company

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

ARTICLE 4 Discrimination and Intimidation

- 4.01 The Company agrees not to discriminate against or intimidate any Member of the Guild for his lawful activities either on behalf of/or for Membership in the Guild.
- 4.02 The Company and the Guild agree that Employees should not suffer any harassment or discrimination with respect to their terms or conditions of employment on the grounds of race, national or ethnic origin, colour, religion, age, sex, sexual orientation, marital status, disability and conviction for which a pardon has been granted.
- 4.03 If an Employee believes they have been subject to discrimination, intimidation or harassment contrary to Article 4, they may file a grievance pursuant to Article 12.02.

ARTICLE 5 Legal Defence Fund

- 5.01 Legal defence coverage for Employees covered by this agreement shall be provided by the Guild and paid for by the Company monthly for each Employee in its employ at the following rate(s):

October 1, 2014 to September 30, 2019	thirty-one dollars (\$31.00)
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- 5.02 The Company and Employees shall be advised as to the terms, conditions and extent of coverage so placed.

ARTICLE 6 Pension Plan

- 6.01 1. Effective May 13, 1999, subject to Clause 6.04 below, the Company will contribute monthly to the Pension Plan a total of eight and one-half per cent (8½ %) of each Employee's monthly basic rate of pay actually paid to the Employee each month. The plan will be portable within the Guild Towboat Plan and Guild Membership. Officers for whom eight and one-half per cent (8½ %) contribution is made will contribute concurrently by payroll deduction, seven and one-half per cent (7½ %) on their own behalf. Vacation pay is included when it is part of the monthly basic pay actually paid.
2. A Board of Trustees will continue to jointly administer the Pension Plan in accordance with the Trust Agreement. The Trustees shall be six (6) in number, comprised of three (3) Company and three (3) Guild Trustees.
- 6.02 The eight and one-half per cent (8½ %) referred to above is exclusive of any contributions required for the Canada Pension Plan.
- 6.03 A Company shall not be required to contribute to the Guild Towboat Plan on behalf of any Employee who is presently a Member of an existing Company plan.

- 6.04 Employees shall have the option of selecting a Registered Retirement Savings Plan and determining the level of Employee contribution, the Company contribution shall be in accordance with the amounts contained in Clause 6.01.
Employees exercising this option shall not hold the Guild or the Company in any way responsible for any short comings in the resultant pension benefits.
- 6.05 Where a Company is remiss in forwarding pension contributions it shall be responsible for its contributions and any lost interest for any period beyond thirty (30) days.

ARTICLE 7 Boarding Pass

- 7.01 Guild Representatives shall be given access to Company property and aboard Company tugs by checking with the Company office. It is agreed that these visits will not interfere with the sailing or maintenance of the tugs. The Guild agrees its Representatives must adhere to all Company policy requirements while on Company property or Company tugs. At times when the Company offices are not open, permission shall be obtained from Company Dispatch. It is agreed that the Company assumes no liability for injury to any Employee Representative while he is on Company property.

ARTICLE 8 Warranty of Continuous Operation

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

ARTICLE 9 Benefit Plan

- 9.01 The Company Plan shall be equivalent to the Guild Towboat Plan level of benefits including post-retirement benefits or the Company may participate in the Guild Towboat Plan as outlined below.
- 9.02 The Company shall pay to the Guild a monthly contribution of eight hundred twenty-six dollars (\$826.00) for each eligible Employee in its employ in lieu of providing a Health Benefit Plan including but not limited to Life Insurance, Accidental Death and Dismemberment, Weekly Indemnity, Extended Health Care, Long Term Disability and Dental coverage.
- 9.03 The Guild shall provide a Health Benefit Plan for all eligible Employees utilizing all of the contributions received under Clause 9.02 above.

- 9.04 An Employee must be actively at work in order to be eligible for contributions to be made on his behalf, except as provided otherwise in this Article.
- 9.05 Contributions will be pro-rated for those Employees who are eligible and who are employed for a part month. Laydays shall be credited as employed days.
- 9.06 All eligible Employees (except those who are part-time) will have contributions made for them on completion of ninety (90) days continuous employment with any one Company.
- 9.07 Employees absent due to disability, temporary layoff or leave of absence on the date they would normally become eligible shall be eligible for contributions from their date of return to active full-time employment.
- 9.08 Contributions will commence immediately for any eligible Employee who returns to active full-time employment with the Company within six (6) months of the date of his leaving employment if the reason for leaving the Company was initiated by the Company. If an Employee does not return to active full-time employment within the six (6) month period, he will be considered a new Employee and will be subject to the completion of ninety (90) days continuous employment with any one participating Company.
- 9.09 Employee shall be paid laydays (including red days) during waiting periods for weekly indemnity payments up to a maximum of seven (7) red days.
- 9.10 An Employee on weekly indemnity shall be entitled to top-off his weekly indemnity income up to full basic wages with laydays. Such laydays shall include red days (unearned leave) as follows:
1. Seven (7) days red day credit for each year of service with the Company up to a maximum of forty-five (45) red days, inclusive of any red days the Employee might have had when going off on weekly indemnity.
 2. Employee who would otherwise have been laid-off will not be entitled to be supplemented with red days. Where an Employee is not expected to return-to-work (doctor's advice) before going on LTD, red days will not be available for top-off.
 3. Employees who qualify for and elect red day top-up under this Clause will be required to sign the debt repayment Letter of Agreement as under Appendix "H" with the Company prior to any red day top-up being paid.
- 9.11 When an Employee is on Weekly Indemnity or WCB Benefits for up to fifty-two (52) weeks, the Company will pay the full contribution under (a) above. An Officer will not be laid-off during this period.
- 9.12 Any rebate of EI Premiums shall continue to be retained by the Company to offset contributions.
- 9.13 The Company will continue to pay one hundred per cent (100%) of the premium of the BC Medical Services Plan.

- 9.14 The Company will provide a monthly contribution of one percent (1%) of each Employees basic monthly rate of pay effective October 1, 2007 to subsidize post-retirement benefits. This benefit will be subject to the Employee holding membership in the plan for two (2) consecutive years directly preceding his retirement. If the Company maintains its own plan, then in the alternative the Company will pay the full cost of benefits for post-retirees. Benefits shall meet or exceed those of the Guild Towboat Plan.

Long Term Disability (LTD) Coverage

- 9.15 Employees will be responsible for the premium of the LTD coverage provided under the benefit plan. The Employer agrees to structure the plan to provide that these benefit premiums are shown to be paid by the Employee and thus be considered as non-taxable to the Employee under CRA's guidelines should they be required to collect LTD. The Company also agrees that any rate increase of LTD premiums in excess of 2% per year during the term of this collective agreement will be borne by the Company.

Retirement Benefits – Cost Sharing

- 9.16 Employees receiving post-retirement benefits will be required to contribute one hundred fifty dollars (\$150.00) per month towards the cost of the plan.

ARTICLE 10 Marine Disaster and Mishap

- 10.01 Any Employee who suffers loss of personal effects, clothing, navigational equipment and tools related to the operation of the tug through wreck or marine disaster, or while in transit provided or paid for by the Company to or from home port, shall be compensated by a payment up to two thousand dollars (\$2,000.00) subject to satisfactory proof of loss and in the event of loss of life this amount to be paid beneficiary.

ARTICLE 11 Medical Examinations

- 11.01 It is agreed that the Company has the right to have all Employees medically examined for fitness and any Employee found medically unfit for service will not be employed and will not be eligible for the compensation mentioned below.
When the Company exercises this right, a Company required medical examination shall be at the Company's expense. Where an Employee is required to travel away from home for the Company required medical examination, he shall suffer no loss of regular earnings and the company will reimburse the Employee for all reasonable travel expenses.
In the instance an Employee is removed from his tug (or not dispatched) to facilitate such an examination, then the Company will reimburse such an Employee for any and all loss of earnings and any associated travel costs. Excepted from this are pre-employment medicals.
- 11.02 Where the Company refuses to employ and/or discharges the Employee for medical reasons arising from Clause 11.01 above, the Employee may elect, at his own cost, to be examined by an independent third Party Transport Canada Doctor acceptable to all Parties for medical fitness determination to perform his duties.
- 11.03 The Company will pay the full cost for a Transport Canada required medical exam for Continued Proficiency or STCW 95 Certification. Employees must supply the Company with proof of payment to be eligible for reimbursement.

ARTICLE 12 Grievance Procedure

12.01 Definitions

"Company"	means "Amix Marine Services Ltd."
"Guild"	means "The Canadian Merchant Service Guild"
"Party"	means "the Guild or the Company"
"Employee"	means "a Member of the Guild"

12.02 Grievance

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

1. A regular Employee shall not be disciplined or discharged without just cause.
2. Should an Employee be required to meet with the Company regarding a disciplinary action, he shall be entitled to have a Guild Representative in attendance.
3. Letters of discipline to an Employee covered by this Agreement shall be copied to the Guild. Letters to remain on file for 5 Years.

Initiation of Grievance By the Guild

12.03 Any grievance lodged by an Employee or the Guild shall be presented to a person designated for that purpose by the Company.

12.04 The maximum time for instituting a grievance concerning demotion, suspension, dismissal and all other disciplinary matters shall be thirty (30) days from the date of demotion, suspension, dismissal or disciplinary matter. The maximum time for instituting a grievance concerning issues other than the above shall be ninety (90) days.

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

STEP 1:

The Employee or Employees involved shall first present the matter to the designated Company official.

STEP 2:

If the matter is not satisfactorily resolved at Step 1 within forty-eight (48) hours of the date the grievance is presented, the Employee shall within thirty (30) days of that date refer the matter to the appropriate Guild Representative who shall then, within seven (7) days, submit the grievance, in writing, to the Company.

STEP 3:

If a satisfactory settlement is not reached within forty-eight (48) hours of the date the grievance is submitted to the Company, the grievance may, within thirty (30) days of that date, be referred to the Arbitrator in the manner provided in Clause 12.09.

By the Company

- 12.06 Any grievance lodged by the Company shall be presented in writing to a person designated for that purpose by the Guild. If a satisfactory settlement is not reached within seven (7) days of the date the grievance is presented in writing, the grievance may, within thirty (30) days of that date, be referred to the Arbitrator in the manner provided in Clause 12.09.

Time Limits

- 12.07 1. The time limits set out in the foregoing may be extended by mutual agreement of the Parties.
2. Failing mutual agreement to extend time limits under Clause 12.07, 1., a grievance which has not been processed within the time limits shall be deemed to be abandoned and all rights of recourse to the Grievance Procedure under this agreement in respect of this grievance shall be at an end.

- 12.08 Any grievance may be advanced directly to arbitration by mutual agreement of the Parties.

12.09 Arbitration

In the case of a dispute arising under this Agreement which cannot be settled in the manner provided for in Clause 12.05 or 12.07, the matter shall be determined by arbitration in the following manner:

12.10 Arbitrator

The Parties, by mutual agreement, appoint a Single Named Industry Arbitrator and an Alternate.

12.11 Cost Apportionment

The Parties shall bear in equal proportions the fees and expenses of the Arbitrator or the Alternate Arbitrator, including the rental of any premises used for the hearing. This shall apply in all cases except where, as provided in Clause 12.17, the Arbitrator is called upon to reconsider his Decision. In such latter instances, the fees and expenses connected with his reconsideration of the Decision, including the rental of any premises used, shall be borne in full by the Party which requested such reconsideration.

12.12 Powers

The Arbitrator shall have no authority to alter, modify, subtract from or supplement the provisions of this Agreement in any way nor to make a decision inconsistent with the terms of this Agreement.

- 12.13 If the Arbitrator finds that an Employee has been unjustly demoted, suspended or discharged, the Arbitrator shall order the reinstatement of the Employee by the Company 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 Company pursuant to this Clause.

12.14 **Arbitration Procedure**

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

12.15 The Arbitrator shall then invite the Parties to meet and present evidence, and shall render a Decision within fifteen (15) days of concluding his hearing, said Decision to be final and binding upon the Parties to this Agreement, subject to the provisions of Clause 12.17.

12.16 If, upon application by either Party, it appears to the Arbitrator that the circumstances surrounding the grievance are of such urgency or seriousness as to justify disposition in a summary manner, then:

1. The Arbitrator may order that the matter proceed to Arbitration without compliance with the grievance provisions in Clause 12.05 or 12.07.
2. The Arbitrator may proceed to hear the matter in such manner and in such time as he deems advisable.
3. The Arbitrator may issue a summary Decision, direction or order which shall be binding on the Parties.
4. The Arbitrator shall, within seven (7) days of his summary Decision, render his Decision in writing, and at that time he may, on his own initiative, vary the summary decision made by him.

The procedure outlined herein shall be subject to the provision of Clause 12.17.

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

12.18 **Interpretation Ruling**

Either Party may, within fifteen (15) days' notice to the other, request the Arbitrator to make an interpretation ruling on any question involving an interpretation of any terms of this Collective Agreement. It is agreed that such an interpretation ruling will only be initiated as a result of one (1) of the Parties disagreeing with the actions or stated intended actions of the other Party. In such instances, the Arbitrator shall invite the Parties to make submissions in support of their respective interpretations at a hearing to be held for the purpose, and shall render a ruling within thirty (30) days of the conclusion of the hearing. Such a ruling shall be final and binding upon the Parties, and shall not be subject to reconsideration.

ARTICLE 13 Seniority

13.01 For the purpose of this Article, there shall be two (2) kinds of seniority:

1. **Service Seniority**

Being length of service with the Company as an Employee.

2. **Category Seniority**

Being length of service with the Company in a specified category of Employee, i.e.: Master, Mate, Chief Engineer, Second Engineer and Cook/Deckhand. Any documented time served as an Officer will be recognized and credited to the Officer upon permanent promotion. Such time credited must be at least thirty (30) days or more in a calendar year.

13.02 An Employee shall acquire seniority as of his date of employment with the Company, provided he has completed six (6) months continuous employment within a one (1) year period.

13.03 The Company will provide the Guild with separate lists setting out both kinds of seniority. These lists shall include length of service in the above named categories and total service as an Employee. A seniority list to be posted on tugs in the last week of March to be effective by March 31st of each year. A new seniority list shall be final if not disputed within sixty (60) days' of it being posted.

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

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

- 13.04 1. In cases of layoff or recall, service seniority shall be the determining factor providing that an Employee's qualifications, experience and ability are sufficient to do the job. Layday positions will not affect the layoff sequence.
2. Re-alignment of positions due to layoff or vessels permanently taken out of service shall be in accordance with the sequence set out below, provided that an Employee's qualifications, experience and ability are sufficient to do the job.
3. Where an Employee who has positive laydays is subject to layoff pursuant to Clause 13.04, 1. above, he shall be entitled at his election to continue on the Company's payroll as follows:
- a) His leave will be run out.
 - b) He shall have the option of banking his annual vacation or cashing it out.
 - c) Overtime converted leave to be banked or cashed out at the Employee's discretion.
 - d) Any statutory holiday that falls in the Employee's run out time will not be paid.
- Recall to work shall be in accordance with the Collective Agreement.

**Realignment Sequence
Deck**

13.05 Number of Masters retained in accordance with masters category seniority.

13.06 Displaced Masters transferred to Mate category and any realignment of positions to be based on service seniority.

Engineering

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

13.08 Promotions

1. In general, Employees move up from one category to the next in a progressive fashion consistent with chain of command and with the provisions of this Article.
2. Promotions shall be based on ability, qualifications and seniority; ability and qualifications being sufficient, seniority shall prevail. The Company shall be the judge of these criteria.
3. Where Employees considered or applying for promotion are from the same category, their seniority will only be considered in respect of their length of service in that category.
4. An Employee who refuses to accept promotion in order of seniority shall be considered as having less seniority than the man promoted over him for all purposes under this Agreement.
5. Non-certified Employees shall only acquire seniority for purposes of appointment to other non-certified positions except as otherwise provided in this Agreement.
6. Seniority shall be recognized as fully as possible respecting promotions within the ranks of Master and Chief Engineers and promotions to these ranks, but the Company reserves the privilege to waive seniority in the case of such promotion if it considers it to be in its interest to do so.
7. Should any Employee of the Company feel that he was not promoted in his turn, he shall, upon written request, be furnished with reasons thereof in writing and the Employee may subsequently launch appeal through the Grievance Procedure.
8. When a regular job vacancy occurs, it will be posted within fifteen (15) days and eligible Employees will be given forty-five (45) days in which to apply, provided that in the event a Company makes arrangements to directly notify all eligible Employees, those who wish to apply shall be given fourteen (14) which to do so. Without restricting the foregoing, the Company may temporarily promote an Employee to fill a vacancy. Final selection shall be made on the basis set out in Clause (1) within sixty (60) days of the job vacancy posting. The name(s) of successful applicant(s) shall be posted on bulletin boards accessible to all applicants for a period of not less than ninety (90) days.
9. An Employee who has failed to apply for a particular job vacancy within the time limit specified shall not be entitled to apply for the position in question until such time as it again becomes vacant.
10. To maintain an Employee's seniority he must be a Member in good standing with the Guild.

13.09 An Employee who has been laid-off will retain his seniority and the right to be recalled for a period up to twelve (12) months from date of layoff, provided he reports to the Company when recalled, and further provided, that should payment of severance pay under Clause 32.01 or the Canada Labour Code be made after the expiration of the twelfth (12) month of layoff, all rights including seniority and recall shall be at end.

It is understood that an Officer is not entitled to any severance pay until twelve (12) months of layoff has occurred. An Officer who is given reasonable notice and fails to report for work upon recall is subject to discharge from service. Reasonable notice shall not be less than twenty-one (21) days by Double Registered Mail.

Should a Guild Member be demoted to a position of Deckhand or Cook/Deckhand because of layoffs, the Company shall promote him back to Officer status before hiring new personnel.

An Employee on layoff who has been employed for less than three (3) months in a period of a year (12 months) shall have the option of collecting severance pay.

- 13.10 When an Employee on leave takes employment with another Company where his certificate of competency is required, he shall be deemed to have terminated employment with the Company.

The Company recognizes the need to be flexible in allowing the Employee use of his/her ticket to attain employment on an interim basis during a period of layoff. Based on this premise, the Company agrees to accommodate a delay of up to two (2) weeks for the return of an Employee from a layoff in order to allow the Employee to provide a notice period to his interim Employer. Should the Employee communicate his desire not to return or not respect the two (2) week extended period, their employment will be terminated.

- 13.11 Article deleted due to Canadian Human Rights Tribunal ruling (age discrimination).

- 13.12 Where a merger or a purchase occurs between Companies and the purchase or merger agreement involves the transferring of Employees from one Company to another, the resulting Company agrees to meet and consult with the Guild on matters of seniority. The meeting shall take place within sixty (60) days following the date of the event or later if mutually agreed. The Company, after consulting with the Guild, shall effect a revised seniority list.

The Guild shall have the right to dispute the revised seniority list under Section 45 of the Canada Labour Code provided it does so within sixty (60) days of receiving the list.

- 13.13 An Employee having fifteen (15) years of service and upon reaching his fifty-eighth (58th) birthday and at any time thereafter, may request to work half (½) time subject to the approval of the Company. The minimum period shall be one (1) year. The work/leave of absence arrangement shall be as mutually agreed between the Employee and the Company. It is understood that an Employee may have to relinquish his posting and take another position in order to facilitate this Clause. The intent of this Clause is for retirement phase in, not alternate employment.

Such Employee shall only accrue further seniority for actual days worked and corresponding leave. The Company shall maintain Pension and Health & Welfare Benefits contributions on a pro rata basis only for the time worked including leave and vacation time entitlements. The Employee shall be required to pay pro rata share of Health Plan Benefit premiums. The Employee will only be entitled to statutory holidays which coincide with his being on the Company's payroll.

ARTICLE 14 Annual Vacations

- 14.01 An Employee shall receive fourteen (14) consecutive days annual vacation upon completion of one (1) year of service with the Company and for each succeeding year. He shall be paid for such vacation on the basis of four per cent (4%) of gross wages earned in each year.
- 14.02 An Employee shall receive twenty-one (21) consecutive days annual vacation upon completion of two (2) years of service with the Company. He shall be paid for such vacation on the basis of six per cent (6%) of gross wages earned during his second (2nd) and succeeding years of service.
- 14.03 An Employee shall receive twenty-eight (28) consecutive days' annual vacation upon completion of seven (7) years of service with the Company. He shall be paid for such vacation on the basis of eight per cent (8%) of gross wages earned during his seventh (7th) and succeeding years of service.
- 14.04 An Employee shall receive thirty-five (35) consecutive days' annual vacation upon completion of fifteen (15) years' service with the Company. He shall be paid for such vacation on the basis of ten per cent (10%) of gross wages earned during his fifteenth (15th) and succeeding years of service.
- 14.05 An Employee shall receive forty-two (42) consecutive days annual vacation upon completion of twenty-two (22) years of service with the Company. He shall be paid for such vacation on the basis of twelve per cent (12%) of gross wages earned during his twenty-second (22nd) and succeeding years of service.
- 14.06 An Employee with thirty (30) years of service with the Company shall receive an additional two per cent (2%) of gross wages earned during his thirtieth (30th) and succeeding years of service.
- 14.07 In all cases under Clauses 14.01, 14.02, 14.03, 14.04, 14.05 and 14.06, above, if the Employee has worked less than a normal year and is not entitled to the full annual vacation days allowed, they shall be prorated in accordance with the vacation pay earned. Excepted from this time is when an Employee is off on WCB benefits for up to one (1) year. In this instance he shall be entitled, at his election, to take the vacation time he would have otherwise earned without pay subject to the fact that any vacation pay entitlement would be that which had been accumulated before the commencement of WCB benefits and subsequent to such benefits coming to an end in the vacation year.
- 14.08 Vacation pay shall be accumulated throughout the year and shall be paid to the Employee on the pay day prior to his vacation. Vacation pay shall not be used to offset red days while an Employee is employed except by mutual agreement with the Employee who shall be obliged to advise the Guild.
- 14.09 The Company shall provide vacation pay information, including amount, income tax deducted, period covered and gross earnings for the period, at the same time an Employee receives his vacation pay.

- 14.10 An Employee shall be entitled to select the periods desirable to him for his vacation periods on the basis of his seniority with the Company, and his vacation periods may, at his discretion, be combined with time off, subject to the Company having the right to approve the over-all vacation schedule. The Employee's request will not be unreasonably denied. The Company will provide the Employee with written confirmation of his vacation request no later than two (2) weeks after the request has been made.
- 14.11 For the purposes of this Article, the term "gross wages" shall include all monies credited including wages, overtime, excessive hours, subsistence allowance, previous vacation pay and engine servicing pay.
- 14.12 An Employee terminating his employment shall be paid all vacation pay due him up to the date of leaving, calculated in accordance with Article 14, Clauses 14.01, 14.02, 14.03, 14.04, 14.05, 14.06 and 14.07.
- 14.13 When a statutory holiday occurs in a vacation period the provisions of Clause 16.02, 2. shall apply.
- 14.14 An Employee who has been laid-off and is re-employed by the same Company within twelve (12) months of the date of layoff shall be granted the same vacation entitlement as he possessed immediately prior to the layoff.
- 14.15 Where an Employee is scheduled or elects to retire within any given year, such Employee shall be entitled to utilize all vacation allowances accrued during the year of retirement including the immediate preceding year should he so choose.

14.16 1. **Time Management Policy - Holiday/Time-Off Procedures**

General Overview

The aim of this Article is to outline the procedures necessary to administer both Vacation and time off processes with a view to ensuring all Employees have an opportunity to take time away from work.

Vacation – General Rules

- a) The vacation period is May 1st to April 30th.
- b) Vacation pay will be accrued and paid as per the Collective Agreement as set forth at Article 14.
- c) Vacations with pay are not cumulative and must be taken during the vacation period. If Employees fail to book vacation, the Company reserves the right to schedule their vacation on their behalf to ensure all vacation time is utilized prior to the end of the vacation period. The Company will provide the Employee two weeks' notice prior to their vacation being scheduled and the Employee shall adhere to this schedule. Vacation not taken prior to the end of each year will be rolled into the Employee's time bank where they will be left ashore as required to bring their bank down as appropriate.

- d) No Employee may continue to work and draw vacation pay in lieu of taking the vacation.
A vacation period starts from the first scheduled day of vacation and ends with the first scheduled work day on his/her return.
Employee vacation will be allocated in seven (7) day blocks to ensure Employees have a chance to have value added time away from work while allowing the replacement crew Member the opportunity to learn and contribute to the team. Vacation time in less than seven (7) day blocks (Sunday to Saturday) will only be considered on an exception basis and fitted around those asking for full blocks regardless of seniority.
No Employee will be permitted to work overtime during his/her vacation period.
- e) The allocation of vacation time is to be decided by the Company.
The booking process for vacation is as follows:
- i) January 1st – March 31st, Employees are to submit their vacation requests to operations. Vacation will be allocated based on seniority during this period with confirmation of the vacation schedule being provided by April 15th.
 - ii) Vacation requests provided after March 31st of each year will be approved based on availability of the time requested on a first come first served basis.
- f) Time lost as the result of layoff shall not be considered as time worked for the purpose of qualifying for vacation.
- g) It is agreed that individual Employees may request transfer from vacation to time bank subject to the following provisions:
- i) Where the Employee has suffered an illness in excess of three (3) months duration which he/she has been unavailable to work.
 - ii) Where the Employee has suffered an injury which has resulted in their being unable to work for a period of time exceeding three (3) months.
 - iii) Employees laid off due to lack of work in accordance with Article 15.01.
 - iv) Approval for transfer from vacation to time bank as per Article 14.08 will be done strictly on a case by case basis requiring approval of the Director of Human Resources for the AMIX Group prior to any payment being made.
Substantiated requests will be dealt with individually. The Company will only grant transfer from vacation to time bank in the above mentioned situations. Receipt of such payment by the Employee shall not constitute termination of employment.
Request for transfer from vacation to time bank must be in writing and signed by the Employee.
- h) All active Employees must provide sixty (60) calendar days' notice of retirement should they wish to utilize their vacation banks prior to retirement. Failure to give notice will result in vacation banks being paid out and retirement commencing after the last day worked. Employees on WCB or STD who are expected to return-to-work and decide to retire must also provide sixty (60) days' notice otherwise their vacation banks will be paid out and their retirement date will be the date they would have been expected back at work.

14.17 **Scheduled Time Off – Without Pay/Schedule Change**

With a view to ensuring a consistent level of the sole authority for time off including schedule changes, shift trades and vacation resides with the Operations Manager at AMIX Marine Services Ltd through the operations department.

All schedule changes and shift changes require written request and approval through operations. Of note this can include text and email approval, however, phone approval will no longer be considered adequate.

Schedule and shift changes where Employees are requesting to exchange shifts must be done, where possible a minimum of one (1) week in advance. If circumstances dictate that this is not possible, less notice will be accepted on a case by case basis but must be followed up with a written request and approval.

Should a request not be made or approval not be attained in writing, the Employee is responsible to ensure they are in place as per the original schedule. In situations where a schedule conflict arises, Employees will be held accountable for the published shift schedule, resulting in a replacements being found, time banks being frozen and replacement Employees getting the benefit of the hours worked.

Of note, it is the responsibility of the Employee to know, understand and follow the schedule provided. In situations where Employees do not understand the schedule, they are required to contact the operations support or the operations team and seek guidance. Employees failing to attend work will be considered to have abandoned their responsibilities as an Employee resulting in disciplinary action up to and including termination for cause.

ARTICLE 15 Annual Vacation Pay on Termination

15.01 An Employee terminated or laid-off for lack of work shall be entitled to request payment of any vacation pay due him at the time of layoff in accordance with Article 14.

ARTICLE 16 Statutory Holidays

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

New Year's Day	BC Family Day	Good Friday
Easter Monday	Victoria Day	Canada Day
BC Day	Labour Day	Thanksgiving Day
Remembrance Day	Christmas Day	Boxing Day

Any statutory holiday proclaimed by either the Federal or BC Provincial Government shall be recognized upon proclamation and included as a paid holiday.

- 16.02
1. The rate of pay for work on a statutory holiday is time and one-half (1 ½) the straight time hourly rate for any portion of the holiday that he/she worked.
 2. When an Employee works on a statutory holiday, he shall be granted an alternate calendar day off.
 3. When a statutory holiday is worked, leave of 1.24 (12 hour) or .493 (8 hour) is credited to the layday account.
 4. For each statutory holiday not worked or for each alternate day off in place of a statutory holiday worked, an Employee shall be granted a calendar day with pay and paid his corresponding leave.

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

1. **Twelve (12) Hour**

EARNINGS		DAY	LEAVE	CASH
Holiday Credit	2.24 days	1		1.24
Time worked Credit	3.36 days	1	1.24	1.12
TOTAL	5.60 days	2	1.24	2.36

2. **Eight (8) Hour**

EARNINGS		DAY	LEAVE	CASH
Holiday Credit	1.493 days	1		.493
Time worked Credit	2.240 days	1	.493	.747
TOTAL	3.733 days	2	.493	1.24

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

16.04 For each statutory holiday or alternate day off in lieu of a statutory holiday, the Employee shall be credited with eight (8) hours work under the Canada Labour Standards Code.

16.05 a) Employees employed on tugs operating in the Home Trade Class 3 and Home Trade Class 4, Minor waters, and including **Haida Gwaii**, 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.

b) When vessels are being operated in the Trailer/Push Barge mode, it is accepted that the crew will be required to work December 24th to complete the trip commencing December 23rd. This will not give rise to any penalties or that crew being granted December 31st, January 1st and 2nd as alternate days off.

In recognition of the Company's requirement to sustain operations during the Christmas period, the following premiums will be paid to the Employees working the period. Any Employee working the following dates will receive:

- i) December 24th into December 25th, the entire shift will be paid at the statutory rate of 5.6 (as per Article 16.03, 1.);
- ii) December 26th into December 27th, the entire shift will be paid at the statutory rate of 5.6 (as per Article 16.03, 1.); and,
- iii) There shall be no sailings commencing on December 25th.

It is understood that the Company will endeavour to have the shifts manned on a voluntary basis within the seniority provisions.

16.06 Employees who do not receive either three (3) day period referred to in Clause 16.05 above shall receive a three (3) consecutive day period of leave immediately on return to home port. All three (3) days in such case will be paid for at the statutory holiday rate.

16.07 Where the Company is unable to obtain the services of its Employees for ship berthing or unberthing and security checks of moored equipment and log booms during the three (3) day period consisting of December 24th, 25th and 26th, management personnel may be used. Employees scheduled to work New Year's need not be requested to work these dates.

ARTICLE 17 Leave (Laydays)

- 17.01 Pay in lieu of leave shall not be tendered or accepted except as mutually agreed between the Guild and the Company. The Company, before paying such leave, shall have a letter of authorization from the Guild.
- 17.02 No Employee shall accumulate more than forty-five (45) days leave without mutual agreement between the Guild and the Company. A list of all accumulated leave shall be forwarded by the Company to the Guild monthly. This list will indicate if the Employee was at sea or on leave at the end of the indicated pay period.
- 17.03 When a vessel is laid up for overhaul, an Employee with any accumulated leave due shall take such leave while his vessel is laid up unless requested by the Company to work by his vessel or to sail on another Company vessel. When requested to work by his vessel, the conditions set out in Article 22 (Employees Working by the Vessel) shall be in effect.
- 17.04 Any Employee away on leave who fails to report for duty at the expiry of his leave, without reasonable excuse, shall be considered to have terminated his employment with the Company.
- 17.05 At the expiration of accumulated time off and, when an Employee is unable to rejoin his vessel, he shall continue to receive his rate of pay until such time as he resumes duty on the vessel from which he took his leave or such other vessel as the Company may assign him, but such time shall be deducted from his next accumulated leave period, provided that an Employee returning from a red day leave may not be arbitrarily assigned to a vessel of a lesser class solely for the purpose of recovering monies. The Company may temporarily assign the Employee to a lesser class of vessel if he is unable to rejoin his vessel or an equivalent vessel for reasons clearly beyond the control of the Company, i.e.:
1. overhaul;
 2. major re-conversion;
 3. major damage or breakdown;
 4. extended voyage (in excess of two [2] weeks).
- The individual shall repay any and all monies advanced under this arrangement.
- 17.06 Where an Employee has been granted leave of twenty-four (24) hours, he shall return to his tug at the end of such time unless previously requested to phone for confirmation of sailing time. The Employee shall not be required to phone more than once in that twenty-four (24) period. If the Employee is not required to sail at the expiration of the above noted twenty-four (24) hour period, the onus shall thereafter be upon the Company to inform the Employee as to sailing time.
- 17.07 When an Employee has been recalled to work, he shall receive a minimum of one (1) day's pay and leave earned for that day before being given leave again. When an Officer has been recalled to work and due to weather or breakdown, the vessel does not sail, he shall be paid one-half (½) day's pay and leave. Excepted from this provision are those Employees covered by Clause 34.01, 7.

- 17.08 The Company shall endeavor to give twenty-four (24) hours' notice (and twelve [12] hours confirmation of same) when leave of more than two (2) days is to be granted, with the intent being to allow sufficient time to properly prepare the vessel for a new oncoming crew.
- 17.09 In all occupational classifications covered by this Agreement, leave with pay shall be granted as set forth in Clause 17.10, exclusive of annual vacation and statutory holidays.
- 17.10 a) The method of calculating leave shall be 1.24 (one point two four) days leave earned for each day worked. Such leave shall be granted in the home port.
b) For those Employees working a thirteen (13) hour shift, the method of calculating leave shall be 1.42 (one point four two) days leave earned for each shift worked. Such leave shall be granted in the home port.
- 17.11 1. An Employee who is on a regular period of leave and who has a positive leave position, shall not be required to return-to-work prior to the expiration of his regular leave period. Should an Employee be required as a replacement, an Employee in the same pay class (taking into regard Seniority – Article 13) shall be offered the position. Where such an Employee is not available, the Company will then seek a replacement from its Employee ranks, in accordance with Seniority – Article 13. Should the Company be unable to acquire suitable help in the foregoing manner, it may acquire a suitable Employee from the Guild on a temporary basis in conformity with Clause 1.05.
2. Employees who are due or are on scheduled leave (laydays), shall be entitled to take additional accumulated leave provided they give the Company seven (7) days' notice (except under extenuating circumstances) prior to commencing the additional leave, and this leave shall not be unreasonably denied. This arrangement shall not give rise to red day payments.
- 17.12 An Employee is required to work thirty point four two (30.42) calendar days or thirteen point five eight (13.58) sea days (twelve [12] hour days) (the "basic monthly time") in exchange for his basic monthly pay. A month shall be defined as the payroll period.
If in a month an Employee works less than his basic monthly time, it will create a negative or "**Red**" layday balance for that month.
If in a month an Employee works more than his basic monthly time, it will create a positive or "**Black**" layday balance for that month.
The rolling balance will be calculated from month to month and will increase or decrease as per the number of days worked.
If at the end of a month, the Employee's layday balance is more than a five (5) "Red" layday balance, they will be required to apply the following to bring it under five (5) days:
i) Previously earned and banked OT;
ii) Banked statutory holiday(s);
iii) Current month OT, DOT and CO pay;
iv) Vacation bank over current year's entitlement.
With a view to a cooperative administrative approach in minimizing the "Red Day" liability, both the Union and the Company agree to work towards ensuring the Company is not left liable for any "Red Day" arrears when an Employee departs. With this in mind the Company and the Union agree that any remaining monies owed to the Employee on departure will be used to pay down the "Red Day" balance.

ARTICLE 18 Leave of Absence

- 18.01 Any Employee desiring leave of absence for any reason other than those set out in Clauses 18.03, 18.04 and 18.05 of this Article, must obtain authorization in writing from the Company, and the Company and the Guild must mutually agree in writing to the granting of such leave and it will not be unreasonably denied.
- 18.02 Where any Employee is granted leave of absence under this Article for a period of longer than thirty (30) calendar days, the Company agrees to notify the Guild as to the circumstances for granting of such period of leave.
- 18.03
1. 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 Company.
 2. Where an Employee on a Worker's Compensation Board claim is medically determined by the WCB to be unable to return to the employ of the Company and evaluation or re-training for alternate employment under the WCB Vocational Rehabilitation Phase has commenced, the employment relationship between the Employee and the Company is ended. The foregoing shall apply providing the medical determination is not in dispute and/or after fifty-two (52) weeks on claim.
- 18.04
1. The Company will grant leave of absence to Employees who are appointed or elected to a Guild office (or who go ashore to work for the Company) for a period up to and including three (3) years. The Employee shall accumulate seniority for three (3) years and then his seniority shall remain dormant until his return. Further leave of absence will be granted if requested. Any Employee who obtains such leave of absence shall return to the Company within thirty (30) calendar days after completion of his term of employment with the Guild.
 2. In the event an Employee returns to sea and subsequently returns ashore, he shall not be entitled to accumulate seniority for more than the period of his return to sea unless it is for more than one (1) year. Employees going ashore on a temporary basis, less than one (1) year at a time, shall continue to accumulate seniority.
 3. By mutual agreement between the Parties, leave of absence of up to three (3) years may be granted to an Employee who desires to work ashore with a Company engaged in foreign shipping. Such Employee's seniority shall remain dormant from the time leave is granted and until his return-to-work.
- 18.05 The Company will grant leave of absence to Employee who are elected as Representatives to attend Guild meetings, Guild conventions, conventions of labour organizations to which the Guild is affiliated, or any convention to which the Guild nominates the Employee as a delegate on its behalf or act as Members of any Guild Negotiating Committee. The Guild Negotiating Committee Members are to be paid at the calendar day rate of pay by the Company if they are required to miss work to attend negotiations. An Employee shall be allowed to continue to receive his rate of pay from his lay day account including red days up to a maximum of fourteen (14) days, for the purpose of attending such conventions and/or meetings. When an Employee sits on a Guild Negotiating or Trustee Committee dealing with his Company, the above fourteen (14) day limit shall not apply. This Section shall not interfere with the provisions of Article 2.

- 18.06 It is agreed that before the Employee receives the leave of absence as set forth in Clauses 18.04 and 18.05 above, the Company will be given due notice in writing by the Guild in order to replace the Employee during his absence with a competent substitute.
- 18.07 An Employee, when returning from leave of absence, shall be reinstated in no less than the same pay classification the Employee held when granted the leave of absence. If the Company does not have a vessel of his former pay class, then re-alignment will occur in accordance with Article 13.04.
- 18.08 An Employee shall be entitled to compassionate leave of up to three (3) days to attend urgent domestic affairs. Leave of more than three (3) days may be taken, subject to Company approval, if the circumstances warrant.
- 18.09 An Employee who is required to be available for Jury Duty, Coroner's Jury Duty, Coroner's Witness, Crown Witness, or where the Employee represents his Company in a court action, will be paid while on such duty, provided such court action is not occasioned by the Employee's private affairs. The pay will be such as to maintain the Employee's monthly basic rate. Leave banks will be frozen during this time. Such pay shall be offset where an Employee's pay is remunerated by a third party, e.g.: when acting as a witness.
- 18.10 **Bereavement Leave**
1. Employees are entitled to a maximum of four (4) calendar days paid bereavement leave, for those days immediately following the death of an immediate family Member which are defined as:
 - a) the Employees spouse or common-law partner;
 - b) the Employees father and mother, and the spouse or common-law partner of the father or mother;
 - c) the Employees children and the children of the Employees spouse or common-law partner;
 - d) the Employees grandchildren;
 - e) the Employees brothers or sisters;
 - f) the grandfather and grandmother of the Employee;
 - g) the father and mother of the spouse or common-law partner of the Employee and the spouse or common-law partner of the father or mother; and
 - h) any relative of the Employee who resides permanently with the Employee or with whom the Employee permanently resides.
 2. The Employee will advise the Company as soon as possible regarding his request for bereavement leave so arrangements for relief, where required, may be arranged.
 3. In unusual circumstances where the deceased is not a Member of the immediate family, bereavement leave will be at the discretion of the Company.

ARTICLE 19 Education and Upgrading

- 19.01 1. An Education Committee shall be established to foster the education and upgrading of Employees. It shall be comprised of two (2) Guild Representatives and two (2) Company Representatives. Its duties shall include the development and approval of courses which are mutually beneficial to the Company and its Employees. It shall promulgate rules and procedures, establish a body of precedents, adjudicate disputed applications, maintain liaison with appropriate government departments, and otherwise assume responsibilities as directed by the Parties from time to time. The following concepts shall govern the payment of courses:
- a) On Company required education and training programs, the Company will bear all costs of tuition, including wages.
 - b) On voluntary upgrading courses with controlled attendance including marine correspondence upgrading courses, the Company will bear the costs of tuition, books and fees, and the Employee will contribute his time, in accordance with Clause 19.03. An Employee who fails to successfully complete a course shall reimburse the Company for tuition, books and fees.
 - c) On required upgrading arising out of Government regulations, the Company will assist the Employee along the lines outlined in (b) above and the Employee shall be provided a CPE Renewal Expense Allowance of twenty-five dollars (\$25.00) per day up to five (5) days every five (5) years (non-medical).
 - d) The Company will pay to each Employee who attends a required upgrading course necessary for maintaining his Continued Proficiency Certificate and STCW 95 Certificate as follows:
 - i) An expense allowance of one days leave pay for each day in attendance at such course up to a maximum of fifteen (15) days every five (5) years not including medicals.
 - ii) Leave banks may be frozen at the discretion of the individual Employee while attending such upgrading courses.
 - e) The Company shall ensure that there are a minimum two (2) Employees with a marine first aid certificate aboard each vessel. The cost of the training shall be covered under 19.01, 1. (a).
- 19.02 The Company shall have the right to limit the selection and the number of Employees permitted to take an upgrading course at any one time.
- 19.03 1. If an Employee runs out of leave time during attendance at an approved course, the Company shall loan him funds, subject to an agreement with the Employee, to the extent of continuing the Employee's normal take-home pay and shall continue benefits including statutory holidays under this Agreement for the period of the course plus a consecutive period of up to fourteen (14) days for the taking of exams.
2. If Government assistance is available, the Employee shall apply and if granted, the amount advanced by the Company during the course shall be reduced by the sum of such government assistance.

- 19.04 At the completion of the course, an Employee shall return-to-work for the Company until such loan is repaid. If the Employee fails to do so, the Guild will render co-operation toward recovery of the loan.
- 19.05 The Company will provide wage assistance to eligible Employees who take courses leading to certificates for which the Company deems he has use and which are three (3) or more months in length. Wage assistance shall be fifty per cent (50%) of the Employee's basic rate commencing with the sixth (6th) week of the course through its completion including up to an additional two (2) weeks for the taking of exams. To be eligible, an Employee shall have a minimum of three (3) years with the Company.
1. MED A, B, C or D and re-validation are covered by the terms of Clause 19.01, 3.2. Parties agree that a Standing Committee be named pursuant to Article 19.

ARTICLE 20 Duties

- 20.01
1. The Master is in command of the vessel and the duties of all crew Members regardless of position come under his direct control.
 2. The duties of a Deck Officer shall be primarily those of a Navigating Officer and a working supervisor of Unlicensed Crew Members.
 3. A Deck Officer shall not be required to perform the work of an Unlicensed Crew Member except when his assistance is necessary.
- 20.02 Engineering Officers presently employed on vessels on which certificated Engineers are not required by the CSI shall continue to be employed on these vessels (except when such vessels are laid up for lack of work) during the term of this Agreement.
- 20.03 The prime responsibility of an Engineer is the operation and maintenance of the Engine Room equipment and to maintain other engineered systems on the vessel. Engineers shall not perform duties customarily performed by Unlicensed personnel, provided that:
1. On one (1) Engineer vessels with less than two (2) Deckhands or Cook / Deckhands, the Engineer may be required to perform limited duties aboard the vessel other than his customary duties.
 2. On vessels with two (2) Deckhands or two (2) Cook / Deckhands or where an Engineer is required by Law, such Engineer shall not be subjected to limited duties on deck other than his customary duties. Such Officer may be requested by the Master to perform these duties and all hours so worked shall be considered as unrelated duties and compensated for at the applicable premium rate.
 3. In neither case, 1. or 2. above shall an Engineer be requested to perform such duties if they interfere with his necessary engineering duties.
 4. On one (1) Engineer vessels with two (2) Deckhands or two (2) Cook / Deckhands, the Engineer shall normally stand the Master's watch.
- 20.04 The Company will ensure that engine rooms are returned to their normally clean condition after refit, overhauls and major repairs.

ARTICLE 21 Duties other than as an Officer

- 21.01 1. An Officer who performs duties such as handling cargo, gear or boom chains other than for the vessel's own use, shall be paid for each hour so worked on watch a premium of one and one-half (1½) hour's straight time pay and for each hour so worked off watch a premium of two and one-half (2½) times his straight time pay.
2. The minimum payment for the work set out in Clause 21.01, 1., shall be one (1) hour to be computed thereafter in half (½) hour increments. It is understood that ships' crew customarily load ships' stores as part of their normal duties on watch. Such stores should only be for their own vessel and/or one other Company vessel. If Employees are required to load or unload stores off watch, they shall be paid the overtime rate.
3. If the ship's stores are other than those described in Clause 21.01, 2. the loading and unloading of such stores shall be paid for as cargo in accordance with the provisions of Clause 21.01, 1.
4. An Employee not properly trained or certificated to load or discharge oil or chemical barges shall not be required to perform such work.
5. **Log Barging**
The Guild and the Company agree that Employees engaged in Log Barging operations will be paid a flat hourly rate of twenty-five dollars (\$25.00) per hour in addition to their regular wage for the following duties related to log barge loading/unloading operations.
- Sidewinder/Dozer boat operations.
 - Sidewinder/Dozer maintenance/repairs.
 - Crane preventative maintenance including greasing and assisting in repairs when supervised by a qualified operator/mechanic.
- Cook/Deckhands will retain the right of first refusal for Sidewinder/Dozer boat time with the exception of one (1) hour before and one (1) hour after meal times. The rate will not pertain to chaining, unchaining or fueling cranes which is considered part regular boat operations in support of barging.
- 21.02 1. 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 Clause 21.01, 1.
2. 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 Clause 21.01, 1. of this Article.
- 21.03 Engineers shall be paid in accordance with the provisions of Clause 21.01, 1. for the following: cleaning smoke stacks, bilges, oil tanks, oil separating centrifuges, boilers, water tanks, fish oil tanks, oil spills, rose boxes, air boxes, inlet ports, exhaust ports of internal combustion engines, work in confined spaces, sewage systems and on machinery that has not been allowed to cool to a reasonable temperature.
- 21.04 The provisions of this Article shall not apply when safety of life at sea is involved.

ARTICLE 22 Employees Working by the Vessel

- 22.01 When a vessel is tied up in the home port for repairs or overhaul, Employees may be requested to work by on the basis of seven and one-half (7½) 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 (7½) hours per day shall be compensated for at the applicable overtime rate. Wherever possible, repair work or overhauls will not be carried out on a Saturday, Sunday or statutory holidays. Where this work is performed on such days, compensation shall be made at the applicable overtime rate for every hour worked. Three (3) shifts shall be permitted and shall be compensated for in the following manner: eight (8) hours pay for seven and one-half (7½) hours work and each such eight (8) hour shift shall be credited with a leave factor of 0.493. A seven per cent (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 Company will endeavor to provide forty-eight (48) hours of notice of putting the vessel into annual overhaul.
- 22.02 When an Employee who lives out-of-town, works by on overhaul or repairs, he shall be provided with accommodation and meals. When meals are not provided, a subsistence rate of forty-three dollars (\$43.00) per day shall be paid on the basis of twelve dollars fifty cents (\$12.50) for breakfast, twelve dollars fifty cents (\$12.50) for lunch, and eighteen dollars (\$18.00) for dinner.
- 22.03 1. Where an Employee works by, and the time between sailing is less than twenty-four (24) hours, he shall remain on sea days' pay.
2. Where an Employee's vessel is tied up for forty-eight (48) hours, under Clause 22.01, and he works by during both twenty four (24) hour periods, and the vessel sails before forty-eight (48) hours, he shall be paid sea days for both periods.
- 22.04 When an Employee works under Article 22 and under the sea-day provisions in the same calendar day, his total time worked for the Company shall be taken into account when calculating overtime. All hours worked over eight (8) hours shall be paid at the overtime rate. In the event an Employee earns a minimum of twelve (12) hours pay in the same day, he shall be credited with one sea-day and applicable leave factor. Any excess hours shall be paid out at overtime rates.
- 22.05 The rate of pay for an Employee required for overhaul work, repairs and/or overseeing overhauls shall not be less than his hourly rate.
- 22.06 Chief Engineers desirous of participating in refits shall so indicate by registering their names with the Company. The Company shall ensure that a Chief Engineer will work by the first main engine refit of a vessel subsequent to his posting to that Vessel. The requirement may be waived where the Chief Engineer has been previously employed on a Vessel with a similar engine/s or where the Company has an alternative training program available for Engineers to upgrade their skills in overhaul procedure of propulsion or auxiliary machinery. When an Engineer assigned to a Vessel does not work by during repairs or overhauls he shall be supplied prior to sailing with a list of repairs made. The Company shall ensure that a competent person who is familiar with the work done shall confer with said Engineer prior to sailing.

22.07 One (1) Master and one (1) Chief Engineer who normally work on the vessel shall be in attendance during Steamship Inspection of life saving and firefighting equipment.

ARTICLE 23 Clothing

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

23.02 The Company will provide quality ear protectors without cost to Employees. The Employee may elect either headsets or earplugs provided the appliance chosen afford the necessary protection against noise levels to which the Employee expects to be exposed. Employees working in operating engine rooms shall wear hearing protectors. Temporary or relief Employees will be provided headsets in the event they do not have their own.

23.03 Any Employee who suffers clothing damage as a result of handling dangerous cargo, e.g.: battery acid, shall be reimbursed for reasonable cost incurred in replacing the damaged clothing.

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

1. Proper work gloves, free of charge, suitable to the work to be performed.
2. Rain jackets and pants – Companies cost, to be recovered from the Employee.
3. Two (2) pairs of good quality coveralls, free of charge, as may be required for the protection of the Employees while performing their duties.
4. The Company shall provide each Employee either a safety shoe and/or caulk boot and/or rain jacket and pants allowance of one hundred fifty dollars (\$150.00) against proof of purchase. The allowance for boots and or caulk boots and/or rain jacket and pants will increase by five dollars (\$5.00) per year during the life of the contract. Eligibility to the allowance shall be renewed every twelve (12) months after it was last paid. Where the Officer leaves the employ of the Company before acquiring six (6) months service, the allowance will be deducted from final pay. Employees shall have the option of combining two (2) years of entitlement in the second (2nd) year.
5. Strap-on caulks shall be supplied on vessels where necessary. One (1) pair of rubber caulk boots will be supplied once a year to Employees on shift vessels yarding and towing. Where the Employee leaves the employ of the Company before acquiring six (6) months service, the cost of the caulk boots will be deducted from his final pay.
6. The Company shall provide each Employee on request a high visibility D.O.T. approved floater coat. The Company shall issue the coats and will replace them when necessary. An Employee who requests in lieu anti-exposure coveralls, shall have the first one hundred thirty five dollars (\$135.00) paid by the Company and shall reimburse the Company the difference. Where the Employee leaves the employ of the Company before acquiring six (6) months service, the cost of the floater coat or the monies advanced will be deducted from his final pay. New Employees are not covered on their first (1st) tour of duty.
7. One (1) air breathing apparatus to be supplied aboard each continuously operating vessel. The apparatus shall be a Scott Air Pack or equivalent.

23.05 The Company will reimburse each Engineer for the purchase price of one set of personally fitted ear plugs.

ARTICLE 24 Towboat Accommodation Standards

24.01 A. General

A Committee will be established to be known as the Towboat Accommodation Standards Committee. It shall be made up of equal representation from the Company and the Unions concerned. Its' functions shall be as follows:

1. To receive and study plans and layouts of vessels modifications and new vessel construction prior to such modification or construction.
2. To improve or advise on that portion of the plans which fall within the jurisdiction of this Article.
3. To act in matters concerning government regulations which have a direct effect on safety, efficiency and comfort in the West Coast towing industry, using outside assistance as may be required, e.g.: Naval Architect, Minister of Transport.
4. For the purpose of this Article, the application of the term "wherever practicable" shall be determined by the Committee. Consideration shall be given to the size of the vessel and type of operation.
5. In instances where this committee is unable to reach a solution, within its terms of reference, the issue shall be put to arbitration in accordance with the provisions of Clause 12.11.
6. The Committee shall act only on written request in dealing with problems on specific vessels. Such a request may be made by any one (1) of the Parties.

B. Definitions

1. New Tug Means

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

2. Existing Tug Means

- a) A tug other than a new tug.

3. Continuous Operating Tug Means

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

4. Shift Tug Means

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

C. New Tugs other than Shift Tugs

1. Design Standards for Sleeping Rooms

a) Vessels up to Fifty Feet (50') in Length between Perpendiculars

- i) All accommodation space to be situated above the deepest water line.
- ii) Officers shall be accommodated in single berth rooms.
- iii) Maximum number of persons in one sleeping room shall be two (2).

b) Vessels over Fifty Feet (50') and up to Ninety Feet (90') in Length between Perpendiculars

- i) All accommodation space to be above the deepest waterline.
- ii) All sleeping rooms to be on or above the main deck.
- iii) Officers shall be accommodated in single berth rooms.
- iv) Maximum number of persons in one sleeping room shall be two (2).
- v) All sleeping rooms to be single berth rooms where practicable.

c) Vessels over Ninety Feet (90') in Length between Perpendiculars

- i) All sleeping rooms to be situated on or above the main deck.
- ii) All sleeping rooms to be single berth rooms.
- iii) All accommodation space to be situated on or above the main deck, where practicable.
- iv) The sleeping room for the Chief Engineer shall include one (1) extra locker.
- v) The Chief Engineer's sleeping room on vessels over one hundred twenty feet (120') in length between perpendiculars shall in addition to the above provisions include one (1) twenty-four inch (24") x fifty-four inch (54") desk, one (1), two (2) drawer filing cabinet and one (1) standing book case.

d) Square Foot Area of Sleeping Rooms

- i) All single berth sleeping rooms shall have a minimum total floor area of fifty (50) square feet.
- ii) All two (2) berth sleeping rooms shall have a minimum total floor area of fifty-five (55) square feet. Where practicable, and space is available, priority shall be given to increasing the total floor area in two (2) berth cabins.
- iii) Any accommodation space that is inadequate by reasonable standards shall not be included in the calculation of floor area.
- iv) Every sleeping room shall be constructed to provide clear head room of six foot, six inches (6'6") at every point in the room which is available for free movement.
- v) Where practicable, every sleeping room shall have at least one (1) window or side light with a clear opening of not less than eighteen inches (18").
- vi) Every bed shall be fitted with a spring filled mattress.
- vii) Every bed shall be large enough to accommodate a mattress of six foot, six inches (6'6") in length and two feet, 3 inches (2'3") in width. Where practicable, mattress width will be increased to two (2) feet, 6 inches (2'6").

- viii) Every sleeping room shall be fitted with a drawer of at least four (4) cubic feet capacity.
- e) i) Every tug shall have a washing machine and proper facilities for drying clothes.
- ii) Every tug, of Group IV and over, shall have a washing machine and proper facilities for drying clothes.

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

2. **Washrooms and WC's**

- a) i) Every vessel shall have a properly installed and functioning WC and be provided with mechanical ventilation.
- ii) For a crew complement of seven (7) to thirteen (13), there shall be at least two (2) WC's. For each six (6) additional crew Members there shall be an additional WC.
- b) i) Every vessel shall have a properly installed and functioning shower supplied with hot and cold fresh water through taps.
- ii) For a crew complement up to and including seven (7) men, there shall be one shower.
- iii) For a crew complement of eight (8) to fifteen (15) men, there shall be two (2) showers. For each seven (7) additional men, there shall be an additional shower.
- c) i) On new vessels, each Officer's room will be provided with a properly functioning wash basin.

3. **Dining Areas**

- a) i) A dining area shall be provided with sufficient seating area to accommodate all of the crew at one (1) time.
- ii) Wherever practicable, the dining area shall be separated from the galley area.
- iii) Wherever practicable, a portion of the dining area shall be set aside as a recreation area in a manner that will not interfere with setting up for meals.
- iv) Galleys, dining areas, heads, showers, sleeping rooms and recreation spaces shall be separated from the wheelhouse and steering area by a permanent bulkhead.

4. **Insulation**

a) **Noise**

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

b) **Heat and Cold**

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

D. New Shift Tugs

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

E. Existing Shift Tugs

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

F. Existing Vessels other than Shift Tugs

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

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

Classification Factors

1. Sleeping accommodation for an Employee shall be above deck.
2.
 - a) Every Employee shall be provided with a properly built bed that is not less seventy-eight inches (78") in length and twenty-seven inches (27") in width, inside measurements.
 - b) The bed shall be fitted with a spring-filled mattress.
3.
 - a) A dining area shall be provided with sufficient dimensions to accommodate all of the crew at one (1) time.
 - b) No dining area shall be combined with a sleeping room.
 - c) Every dining area shall be furnished with sufficient tables and chairs to allow all of the crew to be seated at one time, and to allow a space of at least twenty-seven inches (27"), measured along the edge of the table, for each person.
 - d) Every table shall be at least:
 - i) twenty-seven inches (27") wide if seats are provided on both sides of the table, or
 - ii) twenty inches (20") wide if seats are provided on only one side of the table.
4. Every tug shall have a properly functioning shower and a wash basin that is separate from the galley sink.
5. Every tug shall have a properly installed and properly functioning head with mechanical ventilation where practical.
6.
 - a) Every tug shall be provided with a galley situated next to the dining area.
 - b) Every galley shall be provided with exhaust fans and hoods which will draw off fumes from the galley ranges and discharge the fumes into the open air.
7. Every tug shall be provided with piped potable water which is provided in the crew accommodation from tanks of adequate capacity for the purpose.
8. In every tug, piped fresh hot and cold water shall be available for wash basins, baths and showers.
9. All accommodation shall be properly and adequately insulated against heat and cold and have provisions for heating when weather conditions require it.
10. All accommodation shall be properly and adequately insulated against engine noise and other noise.
11. All accommodations shall be properly and adequately ventilated.
12. On any tug that the crew works longer than seven (7) days at one (1) time, a washing machine and proper facilities for drying clothes shall be provided.

Vessel Groups

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

Group I: Vessels that completely comply with the terms of this Section.

Group II: Vessels whose existing accommodation is only slightly inferior to the terms of this Section and the committee agrees that minor changes shall be made, where practicable.

Group III: Vessels whose existing accommodation is inferior to the terms of this Section, and in the opinion of the committee can be upgraded sufficiently to continue to operate as a continuous operating vessel for a period of one (1) year from the date of signing this Agreement. In instances where it is evident to the committee that the upgrading of such a vessel to Group II can, and will be undertaken, or where definite plans to replace such a vessel are evident, extension of the operating period beyond one (1) year will be allowed.

Group IV: A vessel whose existing accommodation is so inferior to the terms of this Section that it cannot be upgraded to Group III shall not be employed as a continuous operating vessel.

G. Dozer Boats

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

H. General Provisions

1. Aerial Jacks (radio) shall be installed in Employee's quarters of new vessels and in existing vessels which undergo refit.
2. All towboats shall be furnished with all equipment necessary for storing, preparing, cooking and serving food.

I. Bunks allocated to crew Members shall only be used by crew Members.

ARTICLE 25 Rates of Pay

25.01 1. The duration of the contract will be for five (5) years from October 1, 2014 to September 30, 2019.

2. Increase of pay as follows:

One thousand dollars (\$1,000.00) signing bonus payable to those Employees who were actively employed by AMIX Marine Services upon ratification of the agreement. Employees on LTD will be paid upon return to active employment.

October 1, 2014 - September 30, 2015	zero per cent (0%)
October 1, 2015 - May 31, 2016	zero per cent (0%)
June 1, 2016 - September 30, 2016	two per cent (2%)
October 1, 2016 - September 30, 2017	two per cent (2%)
October 1, 2017 - September 30, 2018	two per cent (2%)
October 1, 2018 - September 30, 2019	two per cent (2%)

25.02 When Second Mates and Third Engineers are carried on a vessel, they shall receive rates of pay which are fifty dollars (\$50.00) per month below the rates for First Mate or Second Engineer. Those Officers currently working in these classifications will continue to receive a rate of pay eleven dollars (\$11.00) per month below the rates for First Mate and Second Engineer.

25.03 1. **Pay**

The Company will continue to pay its' Employees in the current manner, for the duration of the agreement.

2. **Layday Positions**

When wage increments, provided for in the wage schedule are effected, the Employee's layday position will be determined by the amount of dollars (plus or minus) in his layday account divided by his new daily pay rate.

3. **Pay Statements**

All Employees shall be supplied with a payroll statement at the end of each pay period. Such pay statement shall clearly indicate:

- a) Day's 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 Tug" Article,
- i) Overtime,
- j) Subsistence, engine servicing
- k) Other,
- l) Gross earnings,
- m) Deductions, and
- 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.

ARTICLE 26 Overtime

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

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

When Employees off duty are called for overtime work, they shall be allowed twenty (20) minutes call-out (30) minutes during the period October 1 – March 31, and such call-out shall be considered as time worked. In the event a man is called more than once during an off-watch period and there is less than one and one-half (1½) hours between the time of the second call and the time of completing the first call, his overtime shall be deemed to be continuous from the time of the first call. The minimum payment for a call-out under this Section shall be three (3) hours at the straight time rate.

26.03 Any Employee covered by this Agreement shall have the option of converting overtime (excessive hours including off watch premium pay and payments under Clause 34.01 (d) into time off in lieu, subject to:

1. Employees making an election any month to convert all or any part of said overtime, and

2. Employees who are due or are on scheduled leave (laydays), shall be entitled to take such converted leave provided they give the Company fourteen (14) 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.
3. An Employee shall be entitled to be paid out his converted leave or part thereof subject to a two (2) week advance written notice.
4. During periods of recession and high unemployment and where it is identified that employment preservation at times of layoff can be achieved via overtime/premium conversion to leave the Guild, and individual Companies by mutual agreement shall be empowered to enact mandatory overtime/premium conversion to leave, providing that:
 - a) The application is universal for all Employees,
 - b) The application does not exceed six (6) months,
 - c) The application is reviewed on a monthly basis,
 - d) The application of this Clause shall apply to all Employees covered by this Agreement,
 - e) An Employee may elect, in writing, to retain his converted overtime leave and be paid into the red, as provided elsewhere under this Agreement, provided that such converted leave will be used before red days for make up to full pay when he is on medical leave and educational leave.

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

1. In the event of an emergency at sea involving the safety of the vessel and crew.
2. When Masters are working hours which are covered by the flat rate payment for excessive hours set out in Clause 33.05.

- 26.05
1. The overtime shall be prepared in duplicate by the Employee and presented to the Master within forty-eight (48) hours for signature indicating both receipt of the claim and information that the work was ordered and performed. The duplicate copy of the claim shall be given to the Employee for the record. The Master shall turn in the overtime claim with the Ship's Log at first return to home port (or by mail at least twice monthly).
 2. If the overtime claim is disputed, a copy of the claim is to be returned by the Company to the Employee concerned before the next pay period together with reasons for rejecting the claim.
 3. 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 cut-off date not to exceed ten (10) calendar days prior to the payroll cut-off date.

ARTICLE 27 Manning

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

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

- 27.03 The manning of a tug shall allow for two (2) men being available to the wheelhouse at all times the vessel is underway; this means one (1) Deck Officer in charge and one (1) other person who shall be under the direct control of and readily available to assist the Officer in charge. However, the duties of all crew Members regardless of position shall come under the direct control of the Master.
- 27.04 Whenever a crew Member is required to work aboard a tow out of sight from the tug control station, he shall be supplied with a suitable communication device which will allow for immediate communication at all times and will not restrict his movements.
- 27.05 Every continuous operating tug shall carry at least one (1) person who has sufficient knowledge of the engine and mechanical equipment to satisfy the Ministry of Transport requirements. For clarity, at the Employer's discretion this may be a Master, Mate or Small Vessel Machinery Operator ("SVMO") depending on the circumstances and requirements. For the purposes of this Article, the Member with an SVMO qualification will be considered as an "Officer" under the Guild.
- 27.06 Due to sea-going conditions and the exigencies of the service, overtime work is necessary from time to time. Such overtime will be kept to a minimum and in no case barring emergencies will an Employee work more than sixteen (16) hours overtime in any consecutive seven (7) day period.
- 27.07 In every calendar day, each crew Member of a tug shall get at least eight (8) hours of rest, six (6) of which must be consecutive and unbroken. Not more than eighteen (18) hours nor less than six (6) shall elapse between such six (6) hour rest periods.
- 27.08 The hours of rest specified in Clause 27.07 shall be maintained with respect to each crew Member who:
1. Transfers from one tug to another;
 2. Changes from one watch to another;
 3. Changes from day work to watchkeeping duties;
 4. Changes from employment ashore to watchkeeping duties aboard a tug.
- 27.09 Each crew Member must take the hours of rest to which he is entitled under this Article.
- 27.10 **Hours of Rest during On Watch Period**
An Employee may be instructed to take hours of rest during the period of his watch, at the Master's discretion, given the following conditions:
1. The vessel must be safely secured for a minimum of six (6) consecutive hours, and
 2. A minimum of eight (8) hours rest per calendar day (six [6] consecutive) shall be maintained, and
 3. The watch system, (six [6] to twelve [12] or twelve [12] to six [6]) shall be maintained, and
 4. Not less than six (6) nor more than eighteen (18) hours shall elapse between rest periods, and
 5. He shall not work two (2) off watch periods in a row, except immediately following an on watch rest period, and
 6. He shall not rest two (2) watch periods in a row, and

7. The rest period must be uninterrupted, and
 8. Whenever possible, he shall receive six (6) hours' notice of taking an on watch rest, and
 9. He must be given a full meal at the end of the rest period (if missed).
- The foregoing shall apply only to continuous operating vessels with a crew of four (4) or more.

27.11 Every tug shall have sufficient crew aboard so that life-saving and fire extinguishing equipment may be used simultaneously in the event of fire aboard.

27.12 **Manning Disputes**

If a dispute should arise between the Parties on the manning of a vessel, the matter may be referred by either party to the arbitrator in accordance with the terms of the Arbitration Procedure set out in Clause 12.15.

ARTICLE 28 Joint Safety Committee

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

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

ARTICLE 29 Liability Insurance

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

ARTICLE 30 Tour of Duty

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

ARTICLE 31 Other Marine Employment

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

ARTICLE 32 Severance Pay

32.01 Employees with more than one (1) years' service who are displaced and for whom no job is available due to automation, mechanization or permanent reduction in the number of vessels or number of Employees will be entitled to severance pay. Severance pay will be paid in the following manner: (under the Canada Labour Code or this Article, whichever is the greater). One (1) week's pay for each year of service (to last day worked) with the Company as an Employee.
The calculation of one (1) week's pay is the monthly basic x 7/30.42.

PART II

ARTICLE 33 CONTINUOUS OPERATING VESSELS

33.01 Hours on Duty

1. The hours of work for Employees on continuous operating vessels shall be the two (2) watch system of six (6) hours on and six (6) hours off commencing at the beginning of the calendar day.
2. 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.
3. 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.
4. Where a continuously operated vessel is moved to a shift vessel operation, the relevant provisions of Clause 34.01, 34.02 and 34.03 shall apply.
5. In the event an Employee is called to work and it is necessary to cancel the shift or the start time for the shift is revised more than one hour from the specific sailing time, unless unforeseen circumstances clearly beyond the control of the Company have caused the cancellation or revision of the start time, then the Employee will receive four (4) hours pay at the straight time rate for each occurrence per twenty four (24) hour period after the initial call.

33.02 Leave

Section (b) of Clause 17.02 shall not apply when a tug 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 tug's home port at the first opportunity.

An Employee returning from leave of more than two (2) days duration shall contact the Company by telephone forty-eight (48) hours prior to expiry of his scheduled leave or as otherwise directed by the Company for confirmation of sailing time. Thereafter, the onus shall be on the Company to contact the Employee and it shall give the Employee a minimum of twenty-four (24) hours' notice of sailing. In the event less than twenty-four (24) notice is given for a sailing, an Employee shall have the right to refuse to join the tug except for extenuating circumstances.

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

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 aforementioned, 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 Employee leaving a tug prior to 12:00 hours; an Officer joining prior to 12:00 hours shall receive one (1) day's pay and leave earned. One (1) day's pay and leave earned shall be paid any Employee leaving his tug after 12:00 hours. An Employee joining after 12:00 hours shall be paid one-half ($\frac{1}{2}$) days' pay and leave earned.

Excepted from this provision are those Employees on Anniversary Hour leave. When a regular crew change occurs two (2) hours or less after noon or midnight, Employees shall only be entitled to overtime payments in accordance with Clause Notwithstanding the aforementioned, an Employee shall receive a payment of one-half (½) day's pay for an air crew change within two (2) hours either side of 12:00 hours provided the Employee has departed or returned to his home port within this period. Employees who depart prior to 10:00 hours or return after 14:00 hours to their home port shall be entitled to a full day's pay and leave earned.

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

The time at which the Employee is granted this leave is the anniversary hour. This leave shall not commence between the hours of midnight and 0600 hours. This provision shall only apply when the Employee returns to the tug from which he took his leave.

33.03 Subsistence

1. Subsistence of top grade and quality and in sufficient quantities shall be supplied on all vessels. Bottled water shall be supplied by the Company, large dispenser's model is acceptable.
2. 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.
3. Meal hours for Employees covered by this Agreement shall be as follows (except provided in Clause 27.10):

Breakfast	From 05:30 hours – 06:30 hours
Lunch	From 11:30 hours – 12:30 hours
Dinner	From 17:30 hours – 18:30 hours

These hours may be varied provided such variation shall not exceed one-half (½) hour either way and also provided that one (1) unbroken hour shall be allowed for meals at all times when the vessel is in port. There shall not be more than six (6) hours between the end of one (1) meal period and the start of the next meal period.

4. **Penalty Meal Hours**
 - a) Where an Employee works from an off watch period into an on watch period, he shall be given one-half (½) hour in which to eat immediately following completion of the work. Where an Employee does not receive one-half (½) hour in which to eat, he shall be credited with an additional one-half (½) hour at the overtime rate as a penalty thereof.
 - b) Where an Employee works from an on watch period into an off watch period, he shall be given one-half (½) hour in which to eat immediately following the on watch period. Where an Employee does not receive one-half (½) hour in which to eat, he shall be credited with an additional one-half (½) hour at the overtime rate as a penalty thereof and his time shall be continuous.

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

33.04 Travel and Transfers

1. For the purposes of this Article, the home port of an Employee and the home port of the vessel aboard which he is regularly employed shall be one and the same, provided that at the date of entering this Agreement, his home port shall be the port which has normally been regarded as the home port of the Employee.
2. When an Employee is dispatched to or discharged from a vessel away from his home port, the Company will provide travel insurance of two hundred thousand dollars (\$200,000.00) for each Employee and will be responsible for his transportation, wages and board and lodging costs until such time as he is returned to his home port.
3. In the event that it becomes necessary to change the home port of a vessel on a permanent basis (e.g.: Victoria Vancouver transfer), an Employee who has been regularly employed on the vessel may be requested to transfer to the new home port, in which case the Company shall be responsible for all reasonable costs incurred in moving and relocating his family and belongings. In the event that the Employee chooses not to move, he shall have the option of:
 - a) remaining with the vessel and bearing his own transportation, travel, board and lodging costs (if any), or
 - b) exercising his rights of seniority under Clause 13.04.

33.05 Payment for Excessive Hours

1. A Master of a continuous operating vessel normally works limited amount of incidental overtime while his vessel is at sea, related to traffic conditions, weather hazards, or the navigation of difficult tidal conditions, for which he shall be compensated by a monthly payment of three hundred ninety three dollars sixty one cents (\$393.61) in recognition of actual hours worked.
This rate shall be tied to wage increases as listed below.
This payment will constitute remuneration for the number of hours determined by the following formula:

$$\frac{\$393.61}{\text{overtime rate for the Master concerned}} = \text{hours rounded to the whole number}$$

October 1, 2014 to May 31, 2016	three hundred ninety-three dollars sixty-one cents (\$393.61)
June 1, 2016 to September 30, 2016	four hundred one dollars forty eight cents (\$401.48)
October 1, 2016 to September 30, 2017	four hundred nine dollars fifty one cents (\$409.51)
October 1, 2017 to September 30, 2018	four hundred seventeen dollars seventy cents (\$417.70)
October 1, 2018 to September 30, 2019	four hundred twenty six dollars five cents (\$426.05)

Time worked, pursuant to this Article, in excess of the hours determined by the above formula shall be paid for at the overtime rate for time actually worked. All time worked under this Article shall be calculated in minimum increments of one-half (½) hour.

2. **Flat Rate Calculation**

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

$$\frac{\text{Monthly Rate} \times 12 \text{ (months)}}{365} = \text{rate per calendar day for each day in the employ of the Company expecting when in receipt of Worker's Compensation, welfare payments, while on vacation or while on "leave of absence"}$$

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

33.06 Security Watches

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

33.07 Radar Equipment

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

PART III

ARTICLE 34 SHIFT TUGS

34.01 Shift Tugs

1. The term "shift tugs" shall mean tugs where Employees work on daily shifts of eight (8) consecutive hours, or twelve (12) consecutive hours, or thirteen (13) consecutive hours, provided that an Employee shall be free of the tug during off shift hours.
2. An Employee, when employed on a shift tug, shall report to a designated place known as the "home dock" at shift starting time. If the Employee does not return to the "home dock" at the end of his shift, the Company will provide him with transportation back to the "home dock". Company to provide travel insurance as under Clause 33.04.2. for each Employee when traveling on Company business. The overtime rate shall be paid for all travel time which occurs after the time the Employee's shift would normally have ended. Any change in the "home dock" location shall require seven (7) days' notice except for bridge damage and where structural damage to the dock prevents its safe use. In the latter case, the closest possible dock to the home dock shall be utilized.
3. The shift starting times shall be constant on all tugs and any change in shift starting times shall require seven (7) calendar days' notice provided that where tidal problems are experienced in a river operation shift, starting times may be altered by agreement between the Parties in accord with the Memorandum of Understanding. Employees working in accordance with the progressive tide work day concept shall receive an additional one (1) hour's straight time pay for each shift so worked.
4. There shall be seven (7) calendar days' notice of intent to change from an eight (8) hour shift to a twelve (12) hours shift, or vice versa.
5. There shall be no crew change between 24:00 hours and 06:00 hours except for emergencies such as injuries or illness.
6.
 - a) In the event that it is necessary to cancel a regular shift, at least eight (8) hours' notice of cancellation shall be given for the day shift and six (6) hours' notice for the afternoon and night shifts unless unforeseen circumstances clearly beyond the control of the Company prevent such notice. If notice is not given, the Employees involved shall receive four (4) hours pay at straight time.
 - b) An Employee whose shift is cancelled has the right to decline a call-out under 7 of this Article during the period of his cancelled shift.
7. An Employee who is called back to work after completing his shift and leaving the vessel, or who is called out on his regular days off, or when he would not normally expect to work shall receive a minimum of four (4) hours pay at the regular overtime rate. However, if the call-out is within two (2) hours of his regular shift starting time and he continues working into his regular shift, his pay for the call-out shall be two (2) hours at the regular overtime rate. For call-outs, Employees will be informed of the specific job(s) to be performed when called by the Company.

8. An Employee required to work two (2) hours or more beyond his regular shift shall be paid a meal allowance of fifteen dollars twenty-one cents (\$15.21). Where an Officer is required to commence his shift two (2) or more hours before his regular starting time, he shall receive the meal allowance. Further, where an Employee works ten (10) hours or more on an eight (8) hour shift or fourteen (14) hours or more on a twelve (12) hour shift, he shall receive the meal allowance. This rate is attached to wage increases as per Appendix "I":

October 1, 2013 to May 31, 2016	fifteen dollars twenty-one cents (\$15.21)
June 1, 2016 to September 30, 2016	fifteen dollars fifty-one cents (\$15.51)
October 1, 2016 to September 30, 2017	fifteen dollars eighty-two cents (\$15.82)
October 1, 2017 to September 30, 2018	sixteen dollars fourteen cents (\$16.14)
October 1, 2018 to September 30, 2019	sixteen dollars forty-six cents (\$16.46)

9. When an Employee on a shift tug is required to work from a regular shift into overtime, a minimum rest period of not less than nine (9) consecutive hours free of the vessel shall be allowed before he returns to work. If by taking a rest period he commences work later than the normal starting time of the shift following, he shall receive a normal day's pay for that shift.

10. a) A subsistence allowance shall be paid to Employees for each day worked in their regular shift:
 For an eight (8) hour day, the amount shall be fifteen dollars ninety-four cents (\$15.94).
 For a twelve (12) hour day, the amount shall be twenty-three dollars ninety-four cents (\$23.94).
 For a thirteen (13) hour day, the amount shall be twenty-three dollars ninety-four cents (\$23.94).
 In addition, tea, coffee, sugar, canned milk, hot chocolate and coffee mate shall be supplied by the Company.
- b) Where an Employee works mainly call-outs, he shall be paid a monthly flat rate subsistence allowance of three hundred twenty-five dollars seventeen cents (\$325.17) based on a calendar day rate, namely:

$$\frac{\text{dollars} \times 12 \text{ (months)}}{365} = \text{rate per calendar day for each day in the employ of the Company except when in receipt of Worker's Compensation, welfare payments, while on vacation or while on "leave of absence"}$$

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

The monthly rate is determined as follows:

$$\frac{\$23.94 \times 30.42}{2.24} = \$325.17$$

NOTE: As per Appendix "I" the above rates to be increased as follows:

Per Day Worked	Oct 1/14 - May 31/16	Jun 1/16 - Sep 30/16	Oct 1/16	Oct 1/17	Oct 1/18
13 Hour	\$23.47	\$23.94	\$24.42	\$24.91	\$25.41
12 Hour	\$23.47	\$23.94	\$24.42	\$24.91	\$25.41
8 Hour	\$15.63	\$15.94	\$16.26	\$16.59	\$16.92
Monthly Flat Rate	\$318.79	\$325.17	\$331.67	\$338.30	\$345.07

Employees shall be allowed a lunch break of thirty (30) minutes within one-half (½) hour either way of the middle of the shift and such break can be taken while the vessel is underway.

11. If no Engineer is carried and the Master or other Employee is required to service the engine, he shall be paid one-half (½) hour at his straight time hourly rate per shift worked over and above the rates of salaries and wages contained in this Agreement. The Master must be satisfied that the person designated to service the engines is competent to perform the duties. Servicing of engines shall be carried out at regular intervals subject, however, to the discretion of the Master and operational considerations.

Servicing Duties

Operational Checks

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

12. **Servicing of Main and Auxiliary Engines**

A Master or non-engineering Employee shall not be required to:

- a) Change lube oil or lube oil filters;
- b) Change fuel filters;
- c) Change oil and filters in reduction gear;
- d) provided that if under unusual circumstances, including isolation from servicing facilities, it becomes necessary for a Master or non-engineering Employee to perform this work, he shall be paid his regular overtime rate for each hour so worked in addition to his basic rate of wages.

13. If an Employee is required to be available for a call to work on his regular day off, he shall be paid four (4) hours at time and one-half (1½) for each regular shift he is on standby duty and does not work.

14. The Company will post Employee work forecasts at least every ninety (90) days.
15. Except under extenuating circumstances, an Employee shall be given seven (7) days' notice when requesting additional leave (provided the Employee has accumulated leave) and such leave shall not be unreasonably denied provided the overall efficiency of the operation is not affected.

NOTE: The notice requirements referred to in this Article may be met either by verbal or written communication to the Employee concerned.

34.02 Eight (8) Hour Shift

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

34.03 Twelve (12) Hour Shift Tugs

1. On twelve (12) hour shift tugs, Employees shall be employed on a monthly pay and leave basis.
2. No twelve (12) hour shift tugs shall be dispatched to work in excess of twelve (12) hours. Should adverse conditions arise shortly before the end of a shift which necessitate working longer than twelve (12) hours, overtime shall be paid for according to the provisions of Article 26.

34.04 Thirteen (13) Hour Shift Tugs

On a thirteen (13) hour shift tugs, Employees shall be employed on a monthly pay and leave basis except when a shortage of work necessitates a layoff.

PART IV
ARTICLE 35

35.01 Ships other than Tugs

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

35.02 Term of Agreement

This Agreement shall be effective from October 1, 2014 and shall remain in effect until September 30, 2019 and thereafter from year to year subject to four (4) months' notice in writing of desire to revise, amend or terminate same. Such notice may be given any time after May 31st, 2019. After such notice has been given, specific proposals (if any) must be submitted and negotiations commenced within ten (10) days of the date of notice.

35.03 Effective Dates

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

35.04 Union Dispatch Hall Fee

The Company agrees to pay to the Guild the agreed Hiring Hall Fee of one dollar fifty-one cents (\$1.51) each day for each Employee.

Calculation Example:


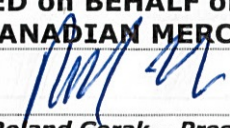
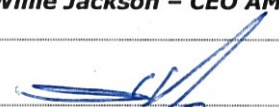
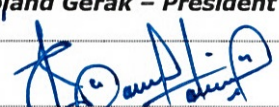

One dollar fifty-one cents (\$1.51) per day x 30.42 = thirty-nine dollars fifty-five cents (\$45.93) times the number of Employees = monthly contribution.

This increase shall be tied to wage percentage increase annually.

October 1, 2014	one dollar fifty-one cents (\$1.51)
October 1, 2015	one dollar fifty-one cents (\$1.51)
October 1, 2016	one dollar fifty-four cents (\$1.54)
October 1, 2017	one dollar fifty-seven cents (\$1.57)
October 1, 2018	one dollar sixty cents (\$1.60)

35.05 Passports

The Company will pay the full cost for an Employee to obtain or renew his passport should the Company deem this to be a requirement at the job.

SIGNED on BEHALF of AMIX MARINE SERVICES LTD.	SIGNED on BEHALF of THE CANADIAN MERCHANT SERVICE GUILD
	
Willie Jackson – CEO AMIX Group	Capt. Rojand Gerak – President
	
Daniel Kuhn – HR Director AMIX Group	Zulema Sanabria – Secretary Treasurer
	
	Robert Samson – Business Agent
Dated at New Westminster, BC	this 27th day of July, 2017

APPENDIX "A"
Noise Abatement Program

The Company and the Guild agree 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.

1. **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:

- a) 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
- b) Should the Guild dispute any noise level readings tendered, the Guild may then require further noise level readings with a Guild Representative in attendance.

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

3. **Progress Reports**

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

4. **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 WCB and the Officer tested to be given his results, where available.

5. **Hearing Protection**

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

6. **Meetings**

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

7. **Committee**

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

APPENDIX "B"
LETTER of UNDERSTANDING
Payroll Procedures

This Letter of Understanding has been incorporated into Article 25.03.

APPENDIX "C"
LETTER of UNDERSTANDING
Bareboat Charters

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

Attention: Secretary-Treasurer

Dear Sir:

BAREBOAT CHARTERS - CLAIMS INVOLVING THIRD PARTIES

Article 1.01 – Recognition - provides, in part, that should a charterer fail or neglect to abide by the terms of our Collective Agreement the Company will be liable to the Guild Members concerned for unpaid wages and other monetary benefits.

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

APPENDIX "D"
LETTER of UNDERSTANDING
Reasonable Costs

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

Attention: Secretary-Treasurer

Dear Sir:

RE: 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 (2) moving firms and submit them to his Company. Other things being equal, the lowest of the two bids would establish the cost to be incurred, it being understood that the Company reserves the right to make arrangements to

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

APPENDIX "E"
LETTER of UNDERSTANDING
Vessels in the Trailer / Push Barge Mode

BETWEEN: AMIX Marine Services Ltd.
AND: Canadian Merchant Service Guild

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

Article 16.05

When vessels are being operated in the Trailer/Push Barge mode, it is accepted that the crew will be required to work December 24th to complete the trip commencing December 23rd. This will not give rise to any penalties and that crew being granted December 31st, January 1st, and 2nd as alternate days off.

In recognition of the Company's requirement to sustain operations during the Christmas period, the following premiums will be paid to the Employees working the period. Any Employee working the following dates will receive:

- i) December 24th into December 25th, the entire shift will be paid at the statutory rate of 5.6 (as per Article 16.03.1.),
- ii) December 26th into December 27th, the entire shift will be paid at the statutory rate of 5.6 (as per Article 16.03.1.), and
- iii) There shall be no sailings commencing on December 25th.

It is understood that the Company will endeavor to have these shifts manned on a voluntary basis within the seniority provisions.

Article 16.06

Due to the modification to Article 16.05, this Clause will not be in effect for Trailer/Push Barge trips.

Article 17.10

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

Article 21

All provisions of this Article are suspended while vessels are being operated in the Trailer/Push Barge mode and the higher rates of pay are in effect under Article 25 as contained below.

Article 22.06 and 22.07

These Clauses are suspended as the available maintenance time is only on weekends and holidays because of the Trailer/Push Barge Operation schedule.

Article 25

It is hereby agreed as follows:

1. When vessels are being operated in the Trailer/Push Barge mode, the wage rates for the licensed personnel shall be the Class 9 wage rates as contained in Appendix "F-1" of this Agreement and the non-certified rates shall be adjusted upwards by eight percent (8%).
2. When vessels are not operating in the Trailer/Push Barge Mode, standard Class 6 wage rates and the regular non-certified rates shall prevail and all other provisions of this Agreement excluded under this LETTER OF UNDERSTANDING shall be in effect.

Article 26.02

Due to the nature of the Trailer/Push Barge Operations schedule requirements, overtime shall be calculated at a minimum of one-half (½) hour and in one-half (½) hour increments thereafter.

Article 26.04. (ii)

All provisions of this Article are suspended when vessels are being operated in the Trailer/Push Barge Mode and the higher rates of pay are in effect under Article 25 above.

Article 27.05

All provisions of this Article are suspended when vessels are being operated in the Trailer/Push Barge Mode and the higher rates of pay are in effect under Article 25 above.

Article 33.05.1. and 2.

All provisions of this Article are suspended when vessels are being operated in the Trailer/Push Barge Mode and the higher rates of pay are in effect under Article 25 above.

Article 34.01.8.

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

Article 34.01.11.

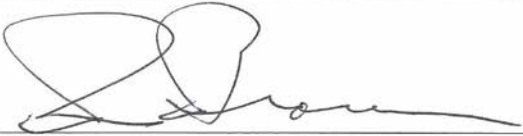
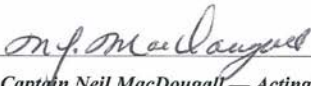
All provisions of this Article are suspended when vessels are being operated in the Trailer/Push Barge Mode and the higher rates of pay are in effect under Article 25 as noted above.

Article 34.04

On a thirteen (13) hour shift vessel, Employees shall be employed on a monthly pay and leave basis.

**EXECUTED on BEHALF of
SEA-LINK MARINE SERVICES LTD.**

**EXECUTED on BEHALF of the
CANADIAN MERCHANT SERVICE GUILD**

	
<i>Peter M. Brown — President</i>	<i>Captain Neil MacDougall — Acting Secretary Treasurer</i>

Dated at New Westminster, BC	this 25th day of	November, 2008
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APPENDIX "F - 4"

CMSG WAGE RATES

Effective October 1, 2014 to May 31, 2016 - 0% Increase

MASTERS

GROUP	MONTHLY BASIC	CALENDAR DAY	PAY FOR LEAVE	EARNINGS PER DAY WORKED	RATE PER HOUR	TIME & ONE-HALF	DOUBLE TIME
5	7,434.97	244.41	303.07	547.48	45.62	68.43	91.24
6	7,678.34	252.41	312.99	565.40	47.12	70.68	94.24
9	8,415.00	276.63	392.81	669.44	51.50	77.25	103.00

*

CHIEF ENGINEERS

GROUP	MONTHLY BASIC	CALENDAR DAY	PAY FOR LEAVE	EARNINGS PER DAY WORKED	RATE PER HOUR	TIME & ONE-HALF	DOUBLE TIME
5	7,191.69	236.41	293.15	529.56	44.13	66.20	88.26
6	7,434.97	244.41	303.07	547.48	45.62	68.43	91.24
9	8,171.64	268.63	381.45	650.08	50.01	75.02	100.02

*

MATES and SECOND ENGINEERS

GROUP	MONTHLY BASIC	CALENDAR DAY	PAY FOR LEAVE	EARNINGS PER DAY WORKED	RATE PER HOUR	TIME & ONE-HALF	DOUBLE TIME
5	6,349.23	208.72	258.81	467.53	38.96	58.44	77.92
6	6,486.47	213.23	264.41	477.64	39.80	59.70	79.60
9	6,942.43	228.22	324.07	552.29	42.48	63.72	84.96

*

NOTE: *Class 9 rates are based on 13 Hrs. shift.

In the interest of clarity/ brevity and reflecting that AMIX Marine do not sail any non-watch keeping positions; or any vessels outside of Class 5, 6 and 9 the wage tables have been modified to reflect this situation.

If non-watch keeping positions or any vessels outside of Class 5, 6 and 9 are again deployed, wages and conditions associated with them will be immediately implemented based upon (extrapolated from 2014) the last collective agreement where referenced.

APPENDIX "F - 4"

CMSG WAGE RATES

Effective October 1, 2014 to May 31, 2016 - 0% Increase

SECOND MATES							
GROUP	MONTHLY BASIC	CALENDAR DAY	PAY FOR LEAVE	EARNINGS PER DAY WORKED	RATE PER HOUR	TIME & ONE-HALF	DOUBLE TIME
5	6,338.23	208.36	258.37	466.73	38.89	58.34	77.78
6	6,475.47	212.87	263.96	476.83	39.74	59.61	79.48
9	6,931.43	227.86	323.56	510.41	42.53	63.80	85.06

NOTE: Second Mates' rate = Mate's Monthly Basic rate less \$11.00

NEW HIRES in POSITION of SECOND MATE							
GROUP	MONTHLY BASIC	CALENDAR DAY	PAY FOR LEAVE	EARNINGS PER DAY WORKED	RATE PER HOUR	TIME & ONE-HALF	DOUBLE TIME
5	6,299.23	207.08	256.78	463.86	38.66	57.99	77.32
6	6,436.47	211.59	262.37	473.96	39.50	59.25	79.00
9	6,892.43	226.58	321.74	507.54	42.30	63.45	84.60

NOTE: New Hired Second Mates' rate = Mates' Monthly Basic rate less \$50.00

NON-CERTIFICATED MATES							
GROUP	MONTHLY BASIC	CALENDAR DAY	PAY FOR LEAVE	EARNINGS PER DAY WORKED	RATE PER HOUR	TIME & ONE-HALF	DOUBLE TIME
5	6,185.48	203.34	252.14	455.48	37.96	56.94	75.92
6	6,371.86	209.46	259.73	469.19	39.10	58.65	78.20
9	6,778.67	222.84	316.43	499.16	41.60	62.40	83.20

NOTE: *Class 9 rates are based on 13 Hrs. shift.

APPENDIX "F - 4"

CMSG WAGE RATES

Effective October 1, 2014 to May 31, 2016 - 0% Increase

NON-CERTIFIED RATES

GROUP	MONTHLY BASIC	CALENDAR DAY	PAY FOR LEAVE	EARNINGS PER DAY WORKED	RATE PER HOUR	TIME & ONE-HALF	DOUBLE TIME
Deck Hand	5,197.98	170.87	211.88	382.75	31.90	47.85	63.80
Deck Hand Shift Tug	5,272.00	173.31	214.90	388.21	32.35	48.53	64.70
Cook	5,312.89	174.65	216.57	391.22	32.60	48.90	65.20
Cook - Deck Hand	5,340.16	175.55	217.68	393.23	32.77	49.16	65.54

EIGHT HOUR - PERSONNEL

MASTERS

GROUP	MONTHLY BASIC	CALENDAR DAY	PAY FOR LEAVE	EARNINGS PER DAY WORKED	RATE PER HOUR	TIME & ONE-HALF	DOUBLE TIME
5	7,434.97	244.45	120.51	364.96	45.62	68.43	91.24

MATES

GROUP	MONTHLY BASIC	CALENDAR DAY	PAY FOR LEAVE	EARNINGS PER DAY WORKED	RATE PER HOUR	TIME & ONE-HALF	DOUBLE TIME
5	6,349.23	208.76	102.92	311.68	38.96	58.44	77.92

NOTE: Calendar Day Rate = rate per hour x 8 / 1.493
 Pay for Leave = earned per day worked - calendar day

APPENDIX "F - 4"

CMSG WAGE RATES

Effective June 1, 2016 to September 30, 2016 – 2% Increase

MASTERS							
GROUP	MONTHLY BASIC	CALENDAR DAY	PAY FOR LEAVE	EARNINGS PER DAY WORKED	RATE PER HOUR	TIME & ONE-HALF	DOUBLE TIME
5	7,583.67	249.30	309.13	558.43	46.54	69.81	93.08
6	7,831.91	257.46	319.25	576.71	48.06	72.09	96.12
9	8,583.30	282.16	400.67	682.83	52.53	78.80	105.06

*

CHIEF ENGINEERS							
GROUP	MONTHLY BASIC	CALENDAR DAY	PAY FOR LEAVE	EARNINGS PER DAY WORKED	RATE PER HOUR	TIME & ONE-HALF	DOUBLE TIME
5	7,335.52	241.14	299.01	540.15	45.01	67.52	90.02
6	7,583.67	249.30	309.13	558.43	46.54	69.81	93.08
9	8,335.07	274.00	389.08	663.08	51.01	76.52	102.02

*

MATES and SECOND ENGINEERS							
GROUP	MONTHLY BASIC	CALENDAR DAY	PAY FOR LEAVE	EARNINGS PER DAY WORKED	RATE PER HOUR	TIME & ONE-HALF	DOUBLE TIME
5	6,476.21	212.89	263.98	476.87	39.74	59.61	79.48
6	6,616.20	217.50	269.70	487.20	40.60	60.90	81.20
9	7,081.28	232.78	330.55	563.34	43.33	65.00	86.66

*

NOTE: *Class 9 rates are based on 13 Hrs. shift.

APPENDIX "F - 4"

CMSG WAGE RATES

Effective June 1, 2016 to September 30, 2016 – 2% Increase

SECOND MATES							
GROUP	MONTHLY BASIC	CALENDAR DAY	PAY FOR LEAVE	EARNINGS PER DAY WORKED	RATE PER HOUR	TIME & ONE-HALF	DOUBLE TIME
5	6,465.21	212.53	263.54	476.07	39.67	59.51	79.34
6	6,605.20	217.13	269.24	486.37	40.53	60.80	81.06
9	7,070.28	232.42	330.04	520.62	43.39	65.09	86.78

NOTE: Second Mates' rate = Mate's Monthly Basic rate less \$11.00

NEW HIRES in POSITION of SECOND MATE							
GROUP	MONTHLY BASIC	CALENDAR DAY	PAY FOR LEAVE	EARNINGS PER DAY WORKED	RATE PER HOUR	TIME & ONE-HALF	DOUBLE TIME
5	6,426.21	211.25	261.95	473.20	39.43	59.15	78.86
6	6,566.20	215.85	267.65	483.50	40.29	60.44	80.58
9	7,031.28	231.14	328.22	517.75	43.15	64.73	86.30

NOTE: New Hired Second Mates' rate = Mates' Monthly Basic rate less \$50.00

NON-CERTIFICATED MATES							
GROUP	MONTHLY BASIC	CALENDAR DAY	PAY FOR LEAVE	EARNINGS PER DAY WORKED	RATE PER HOUR	TIME & ONE-HALF	DOUBLE TIME
5	6,309.19	207.40	257.18	464.58	38.72	58.08	77.44
6	6,499.30	213.65	264.93	478.58	39.88	59.82	79.76
9	6,914.24	227.29	322.75	509.13	42.43	63.65	84.86

NOTE: *Class 9 rates are based on 13 Hrs. shift.

APPENDIX "F - 4"

CMSG WAGE RATES

Effective June 1, 2016 to September 30, 2016 - 2% Increase

NON-CERTIFIED RATES							
GROUP	MONTHLY BASIC	CALENDAR DAY	PAY FOR LEAVE	EARNINGS PER DAY WORKED	RATE PER HOUR	TIME & ONE-HALF	DOUBLE TIME
Deck Hand	5,301.94	174.29	216.12	390.41	32.53	48.80	65.06
Deck Hand Shift Tug	5,377.44	176.77	219.19	395.96	33.00	49.50	66.00
Cook	5,419.15	178.14	220.89	399.03	33.25	49.88	66.50
Cook - Deck Hand	5,446.96	179.06	222.03	401.09	33.42	50.13	66.84

EIGHT HOUR - PERSONNEL MASTERS							
GROUP	MONTHLY BASIC	CALENDAR DAY	PAY FOR LEAVE	EARNINGS PER DAY WORKED	RATE PER HOUR	TIME & ONE-HALF	DOUBLE TIME
5	7,583.67	249.38	122.94	372.32	46.54	69.81	93.08

MATES							
GROUP	MONTHLY BASIC	CALENDAR DAY	PAY FOR LEAVE	EARNINGS PER DAY WORKED	RATE PER HOUR	TIME & ONE-HALF	DOUBLE TIME
5	6,476.21	212.94	104.98	317.92	39.74	59.61	79.48

NOTE: Calendar Day Rate = rate per hour x 8 / 1.493
 Pay for Leave = earned per day worked - calendar day

APPENDIX "F - 4"
 CMSG WAGE RATES
 Effective October 1, 2016 - 2% Increase

MASTERS

GROUP	MONTHLY BASIC	CALENDAR DAY	PAY FOR LEAVE	EARNINGS PER DAY WORKED	RATE PER HOUR	TIME & ONE-HALF	DOUBLE TIME
5	7,735.34	254.28	315.31	569.59	47.47	71.21	94.94
6	7,988.55	262.61	325.64	588.25	49.02	73.53	98.04
9	8,754.97	287.80	408.68	696.48	53.58	80.37	107.16

*

CHIEF ENGINEERS

GROUP	MONTHLY BASIC	CALENDAR DAY	PAY FOR LEAVE	EARNINGS PER DAY WORKED	RATE PER HOUR	TIME & ONE-HALF	DOUBLE TIME
5	7,482.23	245.96	304.99	550.95	45.91	68.87	91.82
6	7,735.34	254.28	315.31	569.59	47.47	71.21	94.94
9	8,501.77	279.48	396.86	676.34	52.03	78.05	104.06

*

MATES and SECOND ENGINEERS

GROUP	MONTHLY BASIC	CALENDAR DAY	PAY FOR LEAVE	EARNINGS PER DAY WORKED	RATE PER HOUR	TIME & ONE-HALF	DOUBLE TIME
5	6,605.73	217.15	269.27	486.42	40.54	60.81	81.08
6	6,748.52	221.84	275.08	496.92	41.41	62.12	82.82
9	7,222.91	237.44	337.16	574.60	44.20	66.30	88.40

*

NOTE: *Class 9 rates are based on 13 Hrs. shift.

APPENDIX "F - 4"
 CMSG WAGE RATES
 Effective October 1, 2016 - 2% Increase

SECOND MATES

GROUP	MONTHLY BASIC	CALENDAR DAY	PAY FOR LEAVE	EARNINGS PER DAY WORKED	RATE PER HOUR	TIME & ONE-HALF	DOUBLE TIME
5	6,594.73	216.79	268.82	485.61	40.47	60.71	80.94
6	6,737.52	221.48	274.64	496.12	41.34	62.01	82.68
9	7,211.91	237.08	336.65	531.06	44.26	66.39	88.52

NOTE: Second Mates' rate = Mate's Monthly Basic rate less \$11.00

NEW HIRES in POSITION of SECOND MATE

GROUP	MONTHLY BASIC	CALENDAR DAY	PAY FOR LEAVE	EARNINGS PER DAY WORKED	RATE PER HOUR	TIME & ONE-HALF	DOUBLE TIME
5	6,555.73	215.51	267.23	482.74	40.23	60.35	80.46
6	6,698.52	220.20	273.05	493.25	41.10	61.65	82.20
9	7,172.91	235.80	334.84	528.19	44.02	66.03	88.04

NOTE: New Hired Second Mates' rate = Mates' Monthly Basic rate less \$50.00

NON-CERTIFICATED MATES

GROUP	MONTHLY BASIC	CALENDAR DAY	PAY FOR LEAVE	EARNINGS PER DAY WORKED	RATE PER HOUR	TIME & ONE-HALF	DOUBLE TIME
5	6,435.37	211.55	262.32	473.87	39.49	59.24	78.98
6	6,629.29	217.93	270.23	488.16	40.68	61.02	81.36
9	7,052.52	231.84	329.21	519.32	43.28	64.92	86.56

NOTE: *Class 9 rates are based on 13 Hrs. shift.

APPENDIX "F - 4"

CMSG WAGE RATES

Effective October 1, 2016 - 2% Increase

NON-CERTIFIED RATES							
GROUP	MONTHLY BASIC	CALENDAR DAY	PAY FOR LEAVE	EARNINGS PER DAY WORKED	RATE PER HOUR	TIME & ONE-HALF	DOUBLE TIME
Deck Hand	5,407.98	177.78	220.45	398.23	33.19	49.79	66.38
Deck Hand Shift Tug	5,484.99	180.31	223.58	403.89	33.66	50.49	67.32
Cook	5,527.53	181.71	225.32	407.03	33.92	50.88	67.84
Cook - Deck Hand	5,555.90	182.64	226.47	409.11	34.09	51.14	68.18

EIGHT HOUR - PERSONNEL
MASTERS

GROUP	MONTHLY BASIC	CALENDAR DAY	PAY FOR LEAVE	EARNINGS PER DAY WORKED	RATE PER HOUR	TIME & ONE-HALF	DOUBLE TIME
5	7,735.34	254.36	125.40	379.76	47.47	71.21	94.94

MATES

GROUP	MONTHLY BASIC	CALENDAR DAY	PAY FOR LEAVE	EARNINGS PER DAY WORKED	RATE PER HOUR	TIME & ONE-HALF	DOUBLE TIME
5	6,605.73	217.23	107.09	324.32	40.54	60.81	81.08

NOTE: Calendar Day Rate = rate per hour x 8 / 1.493
 Pay for Leave = earned per day worked - calendar day

APPENDIX "F - 4"
 CMSG WAGE RATES
 Effective October 1, 2017 - 2% Increase

MASTERS							
GROUP	MONTHLY BASIC	CALENDAR DAY	PAY FOR LEAVE	EARNINGS PER DAY WORKED	RATE PER HOUR	TIME & ONE-HALF	DOUBLE TIME
5	7,890.05	259.37	321.62	580.99	48.42	72.63	96.84
6	8,148.32	267.86	332.15	600.01	50.00	75.00	100.00
9	8,930.07	293.56	416.85	710.41	54.65	81.98	109.30

*

CHIEF ENGINEERS							
GROUP	MONTHLY BASIC	CALENDAR DAY	PAY FOR LEAVE	EARNINGS PER DAY WORKED	RATE PER HOUR	TIME & ONE-HALF	DOUBLE TIME
5	7,631.87	250.88	311.09	561.97	46.83	70.25	93.66
6	7,890.05	259.37	321.62	580.99	48.42	72.63	96.84
9	8,671.81	285.07	404.80	689.87	53.07	79.61	106.14

*

MATES and SECOND ENGINEERS							
GROUP	MONTHLY BASIC	CALENDAR DAY	PAY FOR LEAVE	EARNINGS PER DAY WORKED	RATE PER HOUR	TIME & ONE-HALF	DOUBLE TIME
5	6,737.84	221.49	274.65	496.14	41.35	62.03	82.70
6	6,883.49	226.28	280.59	506.87	42.24	63.36	84.48
9	7,367.37	242.19	343.91	586.10	45.08	67.62	90.16

*

NOTE: *Class 9 rates are based on 13 Hrs. shift.

APPENDIX "F - 4"
 CMSG WAGE RATES
 Effective October 1, 2017 - 2% Increase

SECOND MATES							
GROUP	MONTHLY BASIC	CALENDAR DAY	PAY FOR LEAVE	EARNINGS PER DAY WORKED	RATE PER HOUR	TIME & ONE-HALF	DOUBLE TIME
5	6,726.84	221.13	274.20	495.33	41.28	61.92	82.56
6	6,872.49	225.92	280.14	506.06	42.17	63.26	84.34
9	7,356.37	241.83	343.40	541.70	45.14	67.71	90.28

NOTE: Second Mates' rate = Mate's Monthly Basic rate less \$11.00

NEW HIRES in POSITION of SECOND MATE							
GROUP	MONTHLY BASIC	CALENDAR DAY	PAY FOR LEAVE	EARNINGS PER DAY WORKED	RATE PER HOUR	TIME & ONE-HALF	DOUBLE TIME
5	6,687.84	219.85	272.61	492.46	41.04	61.56	82.08
6	6,833.49	224.64	278.55	503.19	41.93	62.90	83.86
9	7,317.37	240.54	341.57	538.81	44.90	67.35	89.80

NOTE: New Hired Second Mates' rate = Mates' Monthly Basic rate less \$50.00

NON-CERTIFICATED MATES							
GROUP	MONTHLY BASIC	CALENDAR DAY	PAY FOR LEAVE	EARNINGS PER DAY WORKED	RATE PER HOUR	TIME & ONE-HALF	DOUBLE TIME
5	6,564.08	215.78	267.57	483.35	40.28	60.42	80.56
6	6,761.88	222.28	275.63	497.91	41.49	62.24	82.98
9	7,193.57	236.48	335.80	529.72	44.14	66.21	88.28

NOTE: *Class 9 rates are based on 13 Hrs. shift.

APPENDIX "F - 4"

CMSG WAGE RATES

Effective October 1, 2017 - 2% Increase

NON-CERTIFIED RATES

GROUP	MONTHLY BASIC	CALENDAR DAY	PAY FOR LEAVE	EARNINGS PER DAY WORKED	RATE PER HOUR	TIME & ONE-HALF	DOUBLE TIME
Deck Hand	5,516.14	181.33	224.85	406.18	33.85	50.78	67.70
Deck Hand Shift Tug	5,594.69	183.91	228.05	411.96	34.33	51.50	68.66
Cook	5,638.08	185.34	229.82	415.16	34.60	51.90	69.20
Cook - Deck Hand	5,667.02	186.29	231.00	417.29	34.77	52.16	69.54

EIGHT HOUR - PERSONNEL

MASTERS

GROUP	MONTHLY BASIC	CALENDAR DAY	PAY FOR LEAVE	EARNINGS PER DAY WORKED	RATE PER HOUR	TIME & ONE-HALF	DOUBLE TIME
5	7,890.05	259.45	127.91	387.36	48.42	72.63	96.84

MATES

GROUP	MONTHLY BASIC	CALENDAR DAY	PAY FOR LEAVE	EARNINGS PER DAY WORKED	RATE PER HOUR	TIME & ONE-HALF	DOUBLE TIME
5	6,737.84	221.57	109.23	330.80	41.35	62.03	82.70

NOTE: Calendar Day Rate = rate per hour x 8 / 1.493
 Pay for Leave = earned per day worked - calendar day

APPENDIX "F - 4"
 CMSG WAGE RATES
 Effective October 1, 2018 - 2% Increase

MASTERS							
GROUP	MONTHLY BASIC	CALENDAR DAY	PAY FOR LEAVE	EARNINGS PER DAY WORKED	RATE PER HOUR	TIME & ONE-HALF	DOUBLE TIME
5	8,047.85	264.56	328.05	592.61	49.38	74.07	98.76
6	8,311.29	273.22	338.79	612.01	51.00	76.50	102.00
9	9,108.67	299.43	425.19	724.62	55.74	83.61	111.48

*

CHIEF ENGINEERS							
GROUP	MONTHLY BASIC	CALENDAR DAY	PAY FOR LEAVE	EARNINGS PER DAY WORKED	RATE PER HOUR	TIME & ONE-HALF	DOUBLE TIME
5	7,784.51	255.90	317.32	573.22	47.77	71.66	95.54
6	8,047.85	264.56	328.05	592.61	49.38	74.07	98.76
9	8,845.25	290.77	412.89	703.67	54.13	81.20	108.26

*

MATES and SECOND ENGINEERS							
GROUP	MONTHLY BASIC	CALENDAR DAY	PAY FOR LEAVE	EARNINGS PER DAY WORKED	RATE PER HOUR	TIME & ONE-HALF	DOUBLE TIME
5	6,872.60	225.92	280.14	506.06	42.17	63.26	84.34
6	7,021.16	230.81	286.20	517.01	43.08	64.62	86.16
9	7,514.72	247.03	350.79	597.82	45.99	68.99	91.98

*

NOTE: *Class 9 rates are based on 13 Hrs. shift.

APPENDIX "F - 4"
 CMSG WAGE RATES
 Effective October 1, 2018 - 2% Increase

SECOND MATES							
GROUP	MONTHLY BASIC	CALENDAR DAY	PAY FOR LEAVE	EARNINGS PER DAY WORKED	RATE PER HOUR	TIME & ONE-HALF	DOUBLE TIME
5	6,861.60	225.56	279.69	505.25	42.10	63.15	84.20
6	7,010.16	230.45	285.76	516.21	43.02	64.53	86.04
9	7,503.72	246.67	350.27	552.54	46.05	69.08	92.10

NOTE: Second Mates' rate = Mate's Monthly Basic rate less \$11.00

NEW HIRES in POSITION of SECOND MATE							
GROUP	MONTHLY BASIC	CALENDAR DAY	PAY FOR LEAVE	EARNINGS PER DAY WORKED	RATE PER HOUR	TIME & ONE-HALF	DOUBLE TIME
5	6,822.60	224.28	278.11	502.39	41.87	62.81	83.74
6	6,971.16	229.16	284.16	513.32	42.78	64.17	85.56
9	7,464.72	245.39	348.45	549.67	45.81	68.72	91.62

NOTE: New Hired Second Mates' rate = Mates' Monthly Basic rate less \$50.00

NON-CERTIFICATED MATES							
GROUP	MONTHLY BASIC	CALENDAR DAY	PAY FOR LEAVE	EARNINGS PER DAY WORKED	RATE PER HOUR	TIME & ONE-HALF	DOUBLE TIME
5	6,695.36	220.10	272.92	493.02	41.09	61.64	82.18
6	6,897.12	226.73	281.15	507.88	42.32	63.48	84.64
9	7,337.44	241.20	342.50	540.29	45.02	67.53	90.04

NOTE: *Class 9 rates are based on 13 Hrs. shift.

APPENDIX "F - 4"

CMSG WAGE RATES

Effective October 1, 2018 - 2% Increase

NON-CERTIFIED RATES

GROUP	MONTHLY BASIC	CALENDAR DAY	PAY FOR LEAVE	EARNINGS PER DAY WORKED	RATE PER HOUR	TIME & ONE-HALF	DOUBLE TIME
Deck Hand	5,626.46	184.96	229.35	414.31	34.53	51.80	69.06
Deck Hand Shift Tug	5,706.58	187.59	232.61	420.20	35.02	52.53	70.04
Cook	5,750.84	189.05	234.42	423.47	35.29	52.94	70.58
Cook - Deck Hand	5,780.36	190.02	235.62	425.64	35.47	53.21	70.94

EIGHT HOUR - PERSONNEL

MASTERS

GROUP	MONTHLY BASIC	CALENDAR DAY	PAY FOR LEAVE	EARNINGS PER DAY WORKED	RATE PER HOUR	TIME & ONE-HALF	DOUBLE TIME
5	8,047.85	264.59	130.45	395.04	49.38	74.07	98.76

MATES

GROUP	MONTHLY BASIC	CALENDAR DAY	PAY FOR LEAVE	EARNINGS PER DAY WORKED	RATE PER HOUR	TIME & ONE-HALF	DOUBLE TIME
5	6,872.60	225.96	111.40	337.36	42.17	63.26	84.34

NOTE: Calendar Day Rate = rate per hour x 8 / 1.493
 Pay for Leave = earned per day worked - calendar day

APPENDIX "G"
Guild Membership

In accordance with the provisions on Article 1.05 the following letter shall be signed by all new Employees.

TO: AMIX Marine Services Ltd.

From: _____

Dear Sir:

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

Yours truly,

This _____ of _____, 2016____

cc: Canadian Merchant Service Guild

APPENDIX "H"
Credit Agreement to Re-Pay Wage Advance

AMIX Marine Services Ltd.

Dear Sir:

The purpose of this letter is to set out the credit arrangement between us with respect to all monies advanced to me by the Company. I hereby acknowledge these monies as my debt to you which I shall repay at the first opportunity from future earnings from your firm. Should I not return-to-work within twelve (12) months of my initial absence, I agree to repay the outstanding debt on demand and until demand, at the rate of three hundred fifty dollars (\$350.00) per month payable on the first (1st) day of each month commencing the fourteenth (14th) month of my initial absence from your employ. All amounts owing to me from your firm at any time shall be applied against the debt.

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

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

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

Yours truly,

Signature

Address

Occupation

APPENDIX "I"
Subsistence Rates

All subsistence rates and meal allowances will be tied to wage increases.

APPENDIX "J"
List of Vessels

Arctic Hooper

Arctic Taglu

General Jackson

Sea Warrior

Skenna

APPENDIX "K"
List of Companies

AMIX Marine Services Ltd.

COLLECTIVE AGREEMENT

AMIX MARINE SERVICES LTD.

The Canadian Merchant Service Guild

Western Branch
#130 – 815 First Street
New Westminster, BC
V3L 2H7

Tel: 604 . 939 . 8990

Email: cmsgwb@cmsg.org
Website: www.cmsg-gmmc.ca

Fax: 604 . 939 . 8950