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# COLLECTIVE AGREEMENT

1994 - 1997

BETWEEN:

**STANDARD TOWING LTD.,**  
(hereinafter referred to as the "Company")

AND THE:

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

Expiry Date: ~~September 30th, 1997~~

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# INDEX

PREAMBLE: .....	Page 3
1. RECOGNITION .....	Page 5
2. TERMINATION OF EMPLOYMENT .....	Page 6
3. DISCRIMINATION AND INTIMIDATION .....	Page 6
4. LEGAL DEFENCE INSURANCE .....	Page 7
5. PENSION PLAN .....	Page 7
6. BOARDING PASS .....	Page 8
7. WARRANTY OF CONTINUOUS OPERATION .....	Page 8
8. WELFARE PLAN .....	Page 9
9. MARINE DISASTER AND MISHAP .....	Page 11
10. MEDICAL EXAMINATIONS .....	Page 11
11. GRIEVANCE PROCEDURE .....	Page 11
12. SENIORITY .....	Page 14
13. ANNUAL VACATIONS .....	Page 18
14. ANNUAL VACATION PAY ON TERMINATION ...	Page 19
15. STATUTORY HOLIDAYS .....	Page 20
16. LEAVE (LAY DAYS) .....	Page 21
17. LEAVE OF ABSENCE .....	Page 22
18. EDUCATION AND UPGRADING .....	Page 24
19. DUTIES .....	Page 26
20. DUTIES OTHER THAN AS AN OFFICER .....	Page 26
21. VESSELS IN PORT .....	Page 27
22. CLOTHING .....	Page 29
23. TOWBOAT ACCOMMODATION .....	Page 30
24. RATES OF PAY .....	Page 31
25. OVERTIME .....	Page 31
26. MANNING .....	Page 32
27. JOINT SAFETY .....	Page 33
28. LIABILITY INSURANCE .....	Page 33
29. SEVERANCE PAY .....	Page 34
30. HOURS ON DUTY .....	Page 34
31. LEAVE .....	Page 34
32. SUBSISTENCE .....	Page 36
33. TRAVEL AND TRANSFERS .....	Page 37
34. PAYMENT FOR EXCESSIVE HOURS .....	Page 37
35. TERM OF AGREEMENT .....	Page 38
36. RETROACTIVE PAY .....	Page 39
37. UNION DISPATCH FEE .....	Page 39
38. NOISE LEVEL READINGS .....	Page 39
A.1 WAGE RATES .....	Page 41

# AGREEMENT

1994 - 1997

**BETWEEN:**

**STANDARD TOWING LTD.**  
(hereinafter referred to as the "Company")

**AND THE:**

**CANADIAN MERCHANT SERVICE GUILD**  
representing Officers (hereinafter referred to as "The  
Guild")

**PREAMBLE:**

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

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

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

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

## ARTICLE - 1 -

### 1. RECOGNITION

- 1.1 The Company recognizes the Guild as the sole bargaining agent for all Masters, Mates and Engineers employed on vessels owned, operated or directly or indirectly controlled by the Company provided that such vessels are operated within the coastal and inland waters of British Columbia or in waters bordering on the Yukon and North West Territories, or if operated on a national or international basis that the port from which the vessel is dispatched is within those waters of British Columbia, Yukon and the North West Territories.
- 1.2 Where a vessel covered and listed in this Agreement is chartered or leased with crew members the provisions of this Agreement shall apply.
- (a) Should the charterer or lessee fail or neglect to abide by the terms of this Agreement, the Company shall be liable to the Guild members concerned for wages or other monetary benefits which are not paid by the charterer or lessee.
- 1.3 ARTICLE 1.2 (a) - 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 licensed crew members concerned for unpaid wages and other monetary benefits. It is agreed that a six (6) month limitation shall apply to any claims that might arise out of such third party arrangements. In other words, in the event that the Company charts a vessel to a third party who failed to meet these obligations under the terms of the Agreement, a licensed crew member concerned with a valid claim would be obliged to register his claim with the Company not later than six (6) months from the date the claim first arose. It is understood that a claim instituted beyond this point in time will not be recognized.
- 1.4 The Company recognizes the Guild as a source of supply for all Officers covered by this Agreement and may request same from the Office of the Guild as required. The Company will only employ members of the Guild in good standing. All new Officers are required to sign an engagement letter regarding Guild Membership status as set out in Appendix "B" of the Agreement.

- 1.5 Any Apprentice Engineer may join the Guild and pay the applicable dues to obtain status on the Hiring Hall Board.
- 1.6 Effective the last pay period of each month, the Company **shall** deduct monthly from the wages due and payable to each Officer, an amount **equal** to the uniform monthly membership fees. 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.
- 1.7 The Company will deduct initiation fees and remit same to the Guild upon receipt **of** proper authorization from the Officer concerned.
- 1.8 All deductions made pursuant to this Article will be forwarded to the Guild, Western Branch, Vancouver, BC attention **of** the Secretary-Treasurer, within thirty (30) days together with a list showing the names of the Officers to whom deductions are to be credited and the month for which the deductions are made.

## **ARTICLE - 2 -**

### **2. TERMINATION OF EMPLOYMENT**

- 2.1 An Officer **shall** be given forty-eight (48) hours notice of termination **of** employment or lay-off, except where the termination constitutes a discharge for just cause.
- 2.2 An Officer shall give his employer forty-eight (48) hours notice of terminating employment.
- 2.3 **Officer/Employer** to be responsible for payment up to two (2) days wages (not including leave) for failure to give each other forty-eight (48) hours notice of termination.

## **ARTICLE - 3 -**

### **3. DISCRIMINATION AND INTIMIDATION**

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

## ARTICLE - 4 -

### 4. LEGAL DEFENCE INSURANCE

- 4.1 Legal Defence Insurance for Officers covered by this Agreement shall be provided in the following manner: The Guild shall provide Legal Defence Insurance which shall be paid for by the Company at the rate of fifteen Dollars (\$15.00) per month **for** each Officer in its employ.

## ARTICLE - 5 -

### 5. PENSION PLAN

- 5.1 (a) Effective October 1, 1995 the employer will contribute monthly to the Pension Plan a total of eight percent (8%) on **each** employee's monthly basic rate of pay actually paid to the Employee each month. The Plan will be **portable** within **C.M.C.** and Guild membership. Employees for whom the eight percent (8%) contribution **is** made will contribute concurrently by payroll deduction, an equal eight percent (8%) on their own behalf.
- (b) 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.
- 5.2 The eight percent referred to above is exclusive of any contributions required **for** the Canada Pension Plan.
- 5.3 The Company shall not be required to contribute to the Guild Plan on behalf of any employee who is presently a member of an existing Company Plan.
- 5.4 Employees shall have **the** option **of** selecting a Registered Retirement Savings Plan where the contributions shall be in accordance with 5.1 (a).

Employees exercising this option shall not hold the Guild or the Employer in any way responsible for any short comings in the resultant pension.

- 5.5 Where the Company is remiss in forwarding pension contributions it shall be responsible for its contributions for the period involved.
- 5.6 Pension Plan contributions shall be payable as of the first day of employment as an Officer. An Officer who is laid off or terminated will have pension contributions and deductions made on all basic earnings paid which includes regular paid leave. Where such lay-off or termination occurs within the first ninety (90) days of employment the contributions and deductions shall be paid to a R.R.S.P. as directed by the Officer.

## ARTICLE - 6 -

### 6. BOARDING PASS

- 6.1 Guild representatives shall be given access to Company property and aboard Company vessels either by checking with the Company Office or by possession of a Boarding Pass issued by the Company. It is agreed that these visits will not interfere with the sailing or maintenance of the vessel.
- 6.2 At times when the Company Offices are not open, permission shall be obtained from the Master of the vessel. It is agreed that the Company assumes no liability for injury to any Officer Representative while he is on Company property.

## ARTICLE - 7 -

### 7. WARRANTY OF CONTINUOUS OPERATION

- 7.1 The Company, signatory to this Agreement, and the Guild agree that there shall be no strikes or lockouts during the life of this Agreement.
- 7.2 There shall be no slowdown or stoppage of work during the period when a Grievance is being resolved.
- 7.3 Refusal to pass through a picket line which has not been held to

be illegal shall not be construed as a violation of this Article.

- 7.4 The Company will not discipline any member of the Guild for refusal to continue with a tow, if such tow has been brought through a legal picket line.

## ARTICLE - 8 -

### 8. WELFARE PLAN

- 8.1 The Company Plan shall be equal to or better than the C.M.C./GUILD level of benefits or the Company may participate in the C.M.C./GUILD PLAN.
- 8.2 The Employer shall pay to the GUILD'S Plan Administrator a monthly contribution ~~of five hundred and five dollars (\$505.00)~~ effective October 1st, 1995 and five hundred and twenty dollars (\$520.00) effective October 1st, 1996 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, Long Term **Di**asbility, Extended Health Care **and** Dental coverage.
- 8.3 The Guild shall provide a Health Benefit Plan for all eligible **Employee**s utilizing all of ~~the~~ contributions received under (a) above.
- 8.4 An Employee must be actively at work in order to be eligible for contributions to be made on his behalf, except as provided otherwise in this Article.
- 8.5 Contributions **will** be prorated for those Employees who are eligible and **who** are employed for a part month. Lay days shall be credited as employed days.
- 8.6 All eligible Employees (except those who are part-time) will have contributions made for them on **completion** ~~of~~ ninety (90) days continuous employment with any one employer.
- 8.7 Employees absent due to disability, temporary lay-off or leave of absence on the date they would normally become eligible shall be eligible for contributions from their date of return to active full-time employment.



- 8.8 Contributions will commence immediately for any eligible Employee who returns to active full-time employment with a participating employer within six (6) months of the date of ~~his~~ leaving employment. If an Employee does not return to active full-time employment within the six (6) month period, he will be considered a new employee and will be subject to the completion of ninety (90) days continuous employment with any one participating employer.

Where an Officer retains recall rights under Article 12.9 he shall not be subject to the waiting period on return to work.

- 8.9 Employees shall be paid ~~lay-days~~ (including red days) during waiting periods for weekly indemnity payments up to a maximum ~~of~~ seven (7) red days.
- 8.10 An Employee on weekly indemnity shall be entitled to ~~top off~~ his weekly indemnity income up to full basic wages with ~~lay-days~~. Such lay days shall include red days (unearned leave) as follows: Seven days red day credit for each year of service with the Company up to a maximum of forty-five (45) red days, inclusive of any red days the Employee might have had when going off on weekly indemnity.

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

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

- 8.11 When an Employee ~~is~~ on Weekly Indemnity or W.C.B. Benefits for up to ~~fifty-two~~ (52) weeks, the Employer will pay the full contributions under (a) above. An Employee will not be laid off during this period.
- 8.12 Any rebate ~~of~~ U.I.C. Premiums shall continue to be retained by the ~~Employer~~ to offset contributions.
- 8.13 The ~~Employer~~ will continue to pay 100% ~~of~~ the premium of the B.C. Medical Services Plan.

**ARTICLE - 9 -**

**9. MARINE DISASTER AND MISHAP**

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

**ARTICLE - 10 -**

**10. MEDICAL EXAMINATIONS**

- 10.1 It is agreed that the Company has the right to have all Officers medically examined for fitness and any Officer found medically unfit for service at sea shall not be employed, or, if employed, may be dismissed. Medical examination shall be at the Company's expense. The Officer shall be compensated with one half (1/2) of a calendar day's pay for each such examination except for pre-employment medicals.
- 10.2 Where the Company refuses to employ an Officer or discharges an Officer for medical reasons, the question of the Officer's fitness for full **sea** duties in the category in which he is to be employed may be referred to a competent medical authority, acceptable **to the** Company, the Guild and the Officer concerned for determination acceptable to the Company, the Guild and the Officer concerned.

**ARTICLE - 11 -**

**11. GRIEVANCE PROCEDURE**

- 11.1 Any difference concerning the interpretation, application or operation of this Agreement or any alleged violation thereof, including any question **as** to whether any matter is arbitrable shall be dealt with without stoppage of work in the following manner:
- (i) A regular Officer shall not be disciplined or discharged

without just cause.

- (ii) Should an Officer be required to meet with his employer regarding a disciplinary action he shall be entitled to have a Guild representative in attendance.
- (iii) Letters of discipline to an Officer covered by this Agreement shall be copied to the Guild.

## INITIATION OF GRIEVANCE

By the Guild:

- 11.2 Any grievance lodged by an Officer or the Guild shall be presented to the Master or person designated for that purpose by the Company.
- 11.3 The maximum time for instituting a Grievance concerning demotion, suspension or dismissal shall be thirty (30) days from the date of demotion, suspension or dismissal. A letter stating the reasons for the demotion, suspension or dismissal shall be given to the Officer concerned, if he requests it.

The maximum time for instituting a Grievance concerning issues other than those described above shall be sixty (60) days.

- 11.4 Grievances shall be processed in the following manner:

**STEP 1:** The Officer or Officers involved shall first present the matter to the Master or person designated by the Company.

**STEP 2** If the matter is not satisfactorily resolved at Step 1 within ~~seventy-two~~ (72) hours of the date the grievance is presented, the Officer shall within thirty (30) days of that date refer the matter to the appropriate Guild representative, who shall then within seven (7) days submit the grievance, in writing, to the Company.

**STEP 3:** If a satisfactory settlement is not reached within seven days of the date the grievance is submitted to the Company, the grievance may, within thirty (30) days of that date be referred to Arbitration.

BY THE COMPANY:

- 11.5** 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 Arbitration.

**TIME LIMITS**

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

**ARBITRATION**

- 11.7** In the case of a dispute arising from this Agreement which cannot be settled in the manner provided for in the Grievance Procedure the matter shall be determined by arbitration in the following manner:

**ARBITRATION PROCEDURE**

- 11.8** The party advancing the Grievance shall notify the other party in writing of the issue to be arbitrated.

**ARBITRATOR**

- 11.9** The parties shall by mutual agreement select a single Arbitrator. Failing mutual agreement the Minister of Labour will be requested to appoint an Arbitrator.
- 11.10** The Arbitrator shall convene a meeting of the parties to present evidence and shall render a decision within fifteen (15) days of concluding his hearing, said decision to be final and binding upon the parties to this Agreement.

**COST APPORTIONMENT**

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

## **POWERS**

- 11.12** The Arbitrator shall have no authority to alter, modify, subtract from or supplement the provisions of this Agreement in any way.
- 11.13** If the Arbitrator finds that an Officer has been demoted, suspended or discharged without just cause, the Arbitrator shall order the re-instatement of the Officer by the Employer without loss of pay and with all his rights and privileges preserved under the terms of this Agreement. However, if the Officer has been in receipt of wages or related remuneration during the period between suspension or discharge and reinstatement, the amount received shall be deducted from wages payable by the Company.

## **ARTICLE - 12 -**

### **12. SENIORITY**

- 12.1** For the purpose of this Article there shall be two (2) kinds of seniority:
- A. SERVICE SENIORITY** - being length of service with the Company as an Officer;
  - B. CATEGORY SENIORITY** - being length of service with the Company in a specified category of Officer -i.e. Master, Mate, Chief Engineer and Second Engineer.
- 12.2** An Officer shall acquire seniority as of his date of employment with the Company as an Officer provided he has completed a probationary period of six (6) months continuous employment.
- (a) The Company reserves the right to make a decision regarding the retention or transfer of an Officer at any time during the probationary period, but agrees to notify the Guild within fourteen (14) days of the action.
- 12.3** The Company will provide the Guild with separate **lists** setting out both kinds of seniority. These lists shall include length of service in the above named categories and total service as an Officer. A seniority list to be posted on vessels by March 31st of each year. A new seniority list shall be final if not disputed within four (4) months of it being posted.

- 12.4 (a) In cases of layoff or recall, service seniority shall be the determining factor, qualifications, experience and ability being sufficient to **do** the job. Lay day positions will not effect the layoff sequence.
- (b) Re-alignment of positions due to layoffs shall be in accordance with the sequence set out below subject to qualifications, experience and ability to do the job.
- (c) Where an Officer who has positive lay days ~~is~~ subject to layoff pursuant to Article 12.4 (a) above he shall be entitled at his election to continue on the Company's payroll as follows:
- (i) His leave will be run out.
  - (ii) He shall have the option of banking his annual vacation or cashing it out.
  - (iii) Overtime converted leave to be banked or cashed out at the Officers discretion.
  - (iv) Any statutory holiday that falls in the Officer's run-out time will not be paid.

## 12.5 Appointments

- A. Appointments to permanent **job** vacancies shall be made on the following basis and the decision will rest with the Company. However such selections will be made in consultation with the **Guild**.
- (i) If the applicants are from the same category, Category Seniority shall apply, provided qualifications, experience and ability are equal.
  - (ii) If the applicants are from different categories -i.e. Master, Mate, Service Seniority shall apply, provided qualifications, experience and ability are equal.
  - (iii) Officers wishing training for relief positions to gain experience for future appointments are to advise the Company of their interest. When the Company

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

- (iv) Non-certified Officers shall acquire Category Seniority only for the purpose of appointment to other non-certified positions.

#### Realignment Sequence Deck

- 12.6 Number of masters retained in accordance with Master Category Seniority, and
- 12.7 Displaced Master transferred to Mate category and any realignment of positions to be based on service seniority.

#### Realingment Sequence Engineering

- 12.8 The above sequence shall apply similarly to Engineers with the divisions being First (Chief) Engineer and Second/Third Engineer.
- A. When a permanent job vacancy occurs, it will be posted within fifteen (15) days and eligible Officers will be given forty-five (45) days in which to apply, provided that in the event the Company makes arrangements to directly notify all eligible Officers, those who wish to apply shall be given fourteen (14) days in which to do so. Without restricting the foregoing the Company may temporarily promote an Officer to fill a vacancy. Final selection **shall** be made within sixty (60) days of the job vacancy posting. The name(s) of successful applicants shall be posted on bulletin boards accessible to all applicants for a period of not less than ninety (90) days.
- B. An Officer who has failed to apply for a particular job vacancy within the time limit specified shall not be entitled to apply for the position in question until such time as it

again becomes vacant.

- 12.9 An Officer who has been laid off **will** retain his seniority and the right to be recalled for a period up to eighteen (18) months from date of layoff, provided he reports to the Company when recalled, and further provided, that should payment of severance pay under ARTICLE 29 be made after the expiration of the twelfth (12) month of layoff, all rights including seniority and recall shall be at end.

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

- 12.10 When an Officer on leave takes employment with another Company within the Marine Industry, he shall be deemed to have terminated employment with the Company from which he took leave.
- 12.11 The provisions of this Article shall not in any way interfere with the Company's right to discharge for cause, nor shall they preclude the adoption by the Company of a compulsory retirement age for all Company personnel. Where the Company does not universally apply a mandatory age 65 retirement policy, no employee over the age of 65 who is entitled to take pension benefits shall be allowed to work when other Officer's under the age of 65 are on layoff.
- 12.12 Where a merger or a purchase occurs between companies and the purchase or merger agreement involves the transferring of Officers from one company to another, the resulting Company agrees to meet and consult with the Guild on matters of seniority. The meeting shall take place within thirty (30) days following the date of the event or later if mutually agreed. The Company, after consulting with the Guild, shall effect a revised seniority list. The Guild shall have the right to dispute the revised seniority list under Section 43 of the Canada Labour Code provided it does so within sixty (60) days of receiving the **list**.
- 12.13 An Officer having twenty (20) years of service and upon reaching



his sixtieth (60th) birthday (59th. October 1st. 1995 and 58th October 1st. 1996) and at any time thereafter, may request to work up to half time subject to approval by the Employer. The minimum period shall be one year. The work/leave of absence arrangement shall be as mutually agreed between the Officer and the Company. It is understood that an Officer may have to relinquish his posting and take another position in order to facilitate this clause. The intent of this clause is for retirement phase in, not alternate employment.

Such Officer shall only accrue further seniority and service for actual days worked and corresponding leave. The Company shall maintain Pension and Health and Welfare contributions on a pro rata basis only for the time worked including leave and vacation time. The Officer shall be required to pay his pro rata share of Health Plan Benefit premiums. Top up with red days as under Article 8.10 shall be pro-rated. The Officer will only be entitled to Statutory Holidays which coincide with his being on the Company's payroll.

## ARTICLE - 13 -

### 13. ANNUAL VACATIONS

- 13.1 An Officer 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 (4) percent of gross wages earned in each year.
- 13.2 An Officer shall receive twenty-one (21) consecutive days annual vacation upon completion of two (2) years of service with the Company. He shall be paid for such vacation on the basis of six (6%) percent of gross wages earned during his second (2nd) and succeeding years of service.
- 13.3 An Officer shall receive twenty-eight (28) consecutive days annual vacation upon completion of seven (7) years of service with the Company. He shall be paid for such vacation on the basis of eight (8%) percent of gross wages earned during his seventh (7th) and succeeding years of service.

- 13.4 An Officer shall receive thirty-five (35) consecutive days annual vacation upon completion of fifteen (15) years service with the Company. He shall be **paid** for such vacation on the basis of ten (10%) percent of gross wages earned during his fourteenth (14th) and succeeding years of service.
- 13.5 In all cases under 13.1, 13.2, 13.3 and 13.4 above, if the Officer has worked less than a normal year and he is not entitled to the full annual vacation days allowed, they shall be pro-rated in accordance with vacation pay earned.
- 13.6 An Officer shall be entitled to select the periods desirable to him for his vacation periods on the basis **of** his seniority with the Company, and **his** vacation periods may, at his discretion, be combined with time off, subject to the Company having the right **to** approve the overall vacation schedule. The Officer's request will not be unreasonably denied.
- 13.7 For the purposes of this Article, the term "gross wages" shall include **all** monies credited including wages, overtime, excessive hours, previous vacation pay.
- 13.8 An Officer terminating his employment shall be paid all vacation pay due him **up** to the date of leaving, calculated in accordance with Articles **13.2, 13.3** and **13.4**.
- 13.9 An Officer who has been laid off and is re-employed by the same Company within eighteen (18) months of the date of lay-off shall be granted the same vacation entitlement as he possessed immediately prior to the lay-off.
- 13.10 As a general rule vacation pay is not to be used to offset red days while an Officer is employed except by mutual agreement with the Officer who shall be obliged to advise the Guild.

#### **ARTICLE - 14 -**

#### **14. ANNUAL VACATION PAY ON TERMINATION**

- 14.1 An Officer terminated or laid off for lack of work shall be entitled to request payment of any vacation pay due him at the time **of** lay-off in accordance with ARTICLE 13.

#### **ARTICLE - 15 -**

## 15. STATUTORY HOLIDAYS

15.1 All Officers will be given the following paid statutory holidays:

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

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

15.2 Twelve (12) Hour Officers

- (a) If it is not possible to take a holiday listed above and an Officer is called to work on that day, he shall be granted an alternate day off in lieu thereof. This day off shall be in addition to the pay and leave for the day worked as provided for in (c) below.
- (b) The rate of pay for work on a Statutory Holiday shall be time and one-half (1 1/2) the straight time hourly rate. Only the straight time value of the leave portion of earnings shall be credited to the lay day account - i.e. 1.24 of a normal day's pay.
- (c) For each Statutory Holiday not worked or for each alternate day off in place of a Statutory Holiday worked, an Officer shall be paid his regular pay for a normal day worked (12 hours) plus the leave he would earn for that day.

15.3 Officers will be granted the three (3) day period, consisting of December 24th, 25th and 26th as leave in the home port. Where due to cases of distress, extreme emergency or continuous on station operations, all or any part of this three (3) day period is not granted, then the three (3) day period of December 31st and January 1st and 2nd will be granted.

15.4 Officers who do not receive either three (3) day period referred to in Section (c) above shall receive a three (3) consecutive day

period of leave immediately on return to home port. All three (3) days in such case will be paid for at the Statutory Holiday rate.

- 15.6** Where the Company is unable to obtain the services of its Officers during the three (3) day period consisting of December 24th, 25th and 26th, Management personnel may be used for servicing Chevron Canada.

## **ARTICLE - 16 -**

### **16. LEAVE (LAY DAYS)**

- 16.1** Pay in lieu of leave shall not be tendered or accepted except as mutually agreed between the Guild and the Company.

The Company and the Guild must mutually agree in writing before paying such leave and it **will** not be unreasonably denied.

- 16.2** No Officer shall accumulate more than forty-five (45) days leave without mutual agreement between the Guild and the Company. A list of all accumulated leave shall be forwarded by the Company to the Guild **bi-monthly**. This list will indicate if the Officer was at sea or **on** leave at the end of the indicated pay period.

- 16.3** When a vessel is laid up for overhaul, an Officer with any accumulated leave due shall take such leave while his vessel is laid up unless requested by the Company to work by his vessel or to sail on another Company vessel. When requested to work by his vessel the Officer concerned may also be required to oversee overhauls. Under these circumstances, the conditions set out in Article 21 (VESSELS IN PORT) shall be in effect.

- 16.4** Any Officer away on leave who fails to report for duty at the expire **of** his leave, without reasonable excuse, shall be considered to have terminated his employment with the Company.

- 16.5** At the expiration of accumulated time off and, when an Officer is unable to rejoin his vessel, he shall continue to receive his rate of pay until such time as **he** resumes duty but such time **shall be** deducted from his next accumulated leave period.

- 16.6** Where an Officer has been granted leave of twenty- four (24)

hours he shall return to his vessel at the end of such time unless previously requested to phone for confirmation of sailing time. The Officer shall not be required to phone more than once in that twenty-four (24) hour period.

If the Officer is not required to sail at the expiration of the above noted twenty-four (24) hour period, the onus shall thereafter be upon the Company to inform the Officer as to sailing time.

- 16.7** When an Officer has been recalled to work he shall receive a minimum of one (1) day's pay and leave earned for that day before being given leave again.
- 16.8** The Company shall give twenty-four (24) hours notice when leave of more than two (2) days duration is to be granted and will provide at least twelve (12) hours confirmation.
- 16.9** In all occupational classifications covered by this Agreement, leave with pay shall be granted as set forth in Section **16.10**, exclusive of annual vacation and statutory holidays.
- 16.10** The method of calculating leave shall be 1.24 days leave earned for each day worked. Such leave shall be granted in the home port.
- 16.11** An Officer who is on a regular period of leave and who has a positive leave position, shall not be required to return to work prior to the expiration of his regular leave period. Should an Officer be required as a replacement an Officer in the same pay class (taking into regard SENIORITY - ARTICLE 12) shall be offered the position. Where such an Officer is not available the Company will then seek a replacement from its Officer ranks, in accordance with SENIORITY -ARTICLE 12.

## ARTICLE - 17 -

### 17. LEAVE OF ABSENCE

- 17.1** Where any Officer is granted leave of absence under this Article for a period of longer than thirty (30) calendar days, the Company agrees to notify the Guild as to the circumstances for granting of such period of leave.
- 17.2** The Company will grant leave of absence to Officers suffering

injury or illness, subject to a medical certificate if required by the Company.

- 17.3** The Company will grant leave of absence to Officers who are appointed or elected to a Guild office (or who go ashore to work for the Company) for a period up to and including three (3) years and his seniority shall remain dormant until his return. Further leave of absence will be granted if requested. Any Officer who obtains such leave of absence shall return to the Company within thirty (30) calendar days after completion of his term of employment with the Guild.

Officers going ashore on a temporary basis, less than one (1) year at a time, shall continue to accumulate seniority.

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

- 17.4** The Company will grant leave of absence to Officers who are elected as representatives to attend Guild meetings, Guild Conventions, Conventions of Labour Organizations to which the Guild is affiliated or any Convention to which the Guild nominates the Officer as a delegate on its behalf or act as members of any Guild Negotiating Committee.

An Officer shall be allowed to continue to receive his rate of pay from his lay day account and vacation earned but not taken for the purpose of attending such Conventions and/or Meetings.

- 17.5** It is agreed that before the Officer receives the leave of absence as set forth in Sections 17.3 and 17.4 above, the Company will be given due notice in writing by the Guild in order to replace the Officer during his absence with a competent substitute.
- 17.6** An Officer when returning from a leave of absence shall be reinstated in no less than the same pay classification the Officer held when granted leave of absence.
- 17.7** Should the Company not have a vessel of his former pay class

he shall receive the rate of pay of the next lower vessel group in which the Company operates a vessel.

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

#### Definition

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

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

- 17.9** Any Officer who is required to be available for Jury Duty, Coroner's Jury Duty, Coroner's Witness, Crown Witness, or where the Officer represents his Company in a Court Action, will be paid while on such duty, provided such Court Action **is not** occasioned by the Officer's private affairs. The pay will **be** such so as to maintain the Officer's monthly basic rate. Leave banks will be frozen during this time.

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

### **ARTICLE - 18 -**

#### **18. EDUCATION AND UPGRADING**

- 18.1** The parties agree that the initial Marine Emergency Duty (M.E.D.) Courses, **I,II, III** are covered by the provisions of this clause.
- 18.2** 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) Subject to prior approval and upon successful completion of a voluntary upgrading course, including marine correspondence courses, the Company will reimburse the Officer for tuition **books** and fees.
- (c) On required upgrading arising out of government regulations, the Company will assist the Officer along the lines outlined in (b) above.

18.3 The Company shall have the right to limit the election and the number of Officers permitted to take an upgrading course at any one time.

18.4 (a) **If** an Officer runs out of leave time during attendance at a course required by the Company, the Company shall loan him funds to the extent **of** continuing the Officer's normal take-home pay and shall continue benefits including Statutory Holidays under this Agreement for the period of the course **plus** a consecutive period of up to fourteen (14) days for the taking of exams.

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

18.5 At the completion of the course, an Officer shall return to work for the company until **such** loan is repaid. **If** the Officer fails to do so, the Guild **will** render cooperation toward recovery of the loan.

18.6 The Company will provide wage assistance to eligible Officers 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 percent (50%) of the employee's basic rate commencing with the sixth (6th) week of the course through its completion including up to an additional two (2) weeks for the taking of exams. To be eligible an Officer **shall** have a **minimum of** three (3) years with the Company.



**ARTICLE - 19 -**

**19. DUTIES**

- 19.1 (a) The Master is in command of the vessel and the duties of all crew members regardless of position come under his direct control.
- (b) The duties of a Deck Officer shall be primarily those of a Navigating Officer and a working Supervisor of Unlicensed Crew members.
- (c) A Deck Officer shall not be required to perform the work of an Unlicensed Crew member except when his assistance is necessary.
- 19.2 The prime responsibility of an Engineer is to operate and maintain the engine room equipment and to maintain other mechanical equipment on the vessel. Engineers shall not perform duties customarily performed by Unlicensed personnel, provided that on one (1) Engineer vessels with less than two Deckhands, the Engineer may be required to perform limited duties aboard the vessel other than his customary duties however, he shall not be requested to perform such duties if they interfere with his necessary engineering duties.

**ARTICLE - 20 -**

**20. DUTIES OTHER THAN AS AN OFFICER**

- 20.1 (a) An Officer who performs duties such as handling cargo, gear or boomchains other than for the vessel's own use, shall be paid for each hour so worked on watch a premium of one and half (1 1/2) hour's straight time pay and for each hour so worked off watch a premium of two and one half (2 1/2) times his straight time pay;
- (b) The minimum payment for work set out in 20.1 (a) shall be

one (1) hour to be computed thereafter in half hour increments. It is understood that ships' crew customarily load ships' stores as part of their normal duties on watch. Such stores should only be for their own vessel and/or one other company vessel. If Officers are required to load or unload stores off watch they shall be paid the overtime rate.

- (c) If the ship's stores are other than those described in 20.1 (b), the loading and unloading of such stores shall be paid for as cargo in accordance with the provisions of 20.1 (a).
- (d) An Officer not properly trained or certificated to load or discharge oil or chemical barges shall not be required to perform such work.

20.2 In addition, Engineers and Deck Officers 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 ARTICLE 20.1 (a).

20.3 Engineers shall be paid in accordance with the provisions of ARTICLE 20.1 (a) for the following: - Cleaning smoke stacks, boilers, bilges, fish oil tanks, oil spills (unless caused by themselves) and sewage systems. Engineers shall be paid in accordance with the provisions of ARTICLE 20.1 (a) for the following unless the vessel is in port and they are working by on a voluntary basis: - (cleaning) bilges, oil tanks, water tanks, air boxes, inlet and exhaust ports of internal combustion engines. Cleaning of oil separating centrifuges will be paid a flat rate of \$14.00 per working day to the engineers who have routinely been doing it.

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

## ARTICLE - 21 -

### 21. VESSELS IN PORT

21.1 When a vessel is tied up for repairs, overhauls, alterations, assembling and dismantling, carried out by the Company, watches and shifts may be broken provided reasonable notice is

given. Officers may be assigned to day work. Three (3) shifts shall be permitted of eight (8) hours length, inclusive of a one-half (1/2) hour meal break. Eight (8) hours pay shall be paid for seven and one-half (7 1/2) hours work. For work on the afternoon or graveyard shifts a seven percent (7%) differential shall be paid over and above the basic rate of wages. Where possible the employer will endeavour to provide forty-eight (48) hours of notice of putting the vessel into annual overhaul. When an Officer, who lives out of town, works by during an overhaul or extensive repairs in excess of (1) day, he shall be provided with accommodation and if meals are not provided a subsistence of twelve (\$12.00) per day will be paid.

- 21.2 As a general rule repair work or overhaul will not be carried out on Saturday or Sunday or Statutory Holidays or afternoon or graveyard shift.
- 21.3 For the purpose of this Article, the regular hours of work for a vessel in port will be thirty-seven and one-half (37 1/2) hours per week. Any time worked in excess of (37 1/2) hours per week, or on a Statutory Holiday shall be paid at the overtime rate in accordance with Article 25.1.
- 21.4 (a) Officers working under this Article 21 shall be known as Non-Live Aboards.
- (b) The rate of pay for an Officer required for overhaul work shall not be less than his hourly rate.
- 21.5 When a vessel is away from the home port, watches shall not be broken and the conditions in Sections 21.1, 21.2, 21.3 and 21.4 shall not apply.

However, notwithstanding the above, watches may be broken at the discretion of the Masters on Foreign Going and Home Trade Class I and II voyages in accordance with the foregoing. In the above instances Section 21.1, 21.2, 21.3, and 21.4 shall not apply.

- 21.6 Chief Engineers desirous of participating in refits shall so indicate by registering their names with their employers. The Company shall ensure that a Chief Engineer will work by the first main engine **refit** of a vessel **subsequent** to his regular posting to that Vessel. This requirement may be waived where the Chief

Engineer has been previously employed on a Vessel with a similar engine or where the Company has an alternative training program available for Engineers to upgrade their skills in overhaul procedure of propulsion or auxiliary machinery.

When an Engineer assigned to a Vessel does not work by during repairs or overhauls he shall be supplied prior to sailing with a list of repairs made. The Company shall ensure that a competent person who is familiar with the work done, shall confer with said Engineer prior to sailing.

- 21.7 Where an engineer works by, and the time between sailings is less than twenty-four (24) hours, he shall remain on ships pay.
- 21.8 One Master normally assigned to the vessel shall be in attendance during steamship inspection of life saving and fire fighting equipment.

## **ARTICLE - 22 -**

### **22. CLOTHING**

- 22.1 If an Officer is required to wear a uniform the Company will supply, maintain and clean such uniform.
- 22.2 The Company will provide any protective clothing or equipment required and approved by Workers' Compensation Regulations for the handling of specific cargo requiring same.

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

- 22.3 Any Officer who suffers clothing damage as a result of handling dangerous cargo, i.e. battery acid, shall be reimbursed for reasonable cost incurred in replacing the damaged clothing.
- 22.4 Upon request by Officers, the Company shall supply the following:

- (a) Proper work gloves, free of charge, suitable to the work to be performed.
- (b) Rain jackets and pants - at employer's cost, to be recovered from the Officer.
- (c) One pair of good quality coveralls, two (2) pairs for engineers, free of charge, as may be required for the protection of the Officers while performing their duties.
- (d) The Employer shall provide each Officer either a safety shoe or caulk boot or rain jacket and pants allowance of eighty dollars (\$80.00) against proof of purchase. Eligibility to the allowance shall be renewed every twelve (12) months after it was last paid. Where the Officer leaves the employ of the Company before acquiring six (6) months service the allowance will be deducted from final pay.
- (e) An Officer shall be entitled free of charge to either a standard floater coat or U-Vic Jacket. The Company shall issue the coats and will re-issue as required by condition. Officers leaving the Company within one (1) year of receiving their coat will repay the cost to the Company.

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

## ARTICLE - 23 -

### 23. TOWBOAT ACCOMMODATION

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

23.2 In addition the Company agrees to furnish the following:

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

## ARTICLE - 24 -

**24. RATES OF PAY**

- 24.1 Effective October 1st, 1994 pay rates to be as contained in "Appendix A".

**ARTICLE - 25 -**

**25. OVERTIME**

- 25.1 Time worked in excess of regular hours to be paid at the rate of double the straight time hourly rate.
- 25.2 Overtime shall be calculated at a minimum of one (1) hour and in one half (1/2) hour increments thereafter.

When Officers off duty are called for overtime work, they shall be allowed twenty (20) minutes call-out and such call-out shall be considered as time worked. In the event a man is called more than once during an off-watch period and there is less than one and one half (1 1/2) hours between the time of the second call and the time of completing the first call, his overtime shall be deemed to be continuous from the time of the first call. The minimum payment for a call-out under this section shall be three (3) hours at the straight time rate.

- 25.3 Any officer covered by this Agreement shall have the option of converting overtime (excessive hours including off watch premium pay) into time off in lieu, subject to:
- (a) Officers making an election any month to convert all or any part of said overtime, and
  - (b) Officers who are due or are on scheduled leave (lay days), shall be entitled to take such converted leave provided they give the Company seven (7) days notice (except under extenuating circumstances) prior to commencing the additional leave, and this leave shall not be unreasonably denied. This arrangement shall not give rise to red day payments.
  - (c) On written request from an Officer his converted leave or part thereof in dollar value will be paid out on any of the following dates: March 1st, June 1st, September 1st and December 1st.

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

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

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

25.5 (a) The overtime shall be prepared in duplicate by the Officer and presented to the Master within forty-eight (48) hours for signature indicating both receipt of the claim and information that the work was ordered and performed. The duplicate copy of the claim shall be given to the Officer for the record. The Master shall turn in the overtime claim with the Ship's Log at first return to home port (or by mail at least monthly).

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

- (c) The Company shall establish specific cut-off date(s) for the purposes of paying overtime and shall process and pay overtime in the pay period immediately following the date so specified.

## ARTICLE - 26 -

### 26. MANNING

26.1 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.

- 26.2** The crew of a commercially operated tug shall be a minimum **of** two (2) men.
- 26.3** The manning **of** a tug shall allow for two (2) men being available to the wheelhouse at all times the vessel is underway; this means one Deck Officer in charge and one other person who shall be under the direct control of and readily available to assist the Officer in charge. However, the duties of **all crew** members regardless of position shall come under the direct control of the Master.
- 26.4** 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.
- 26.5** Due to sea-going conditions and the exigencies of the service, overtime work is necessary from time to time. Such overtime will be kept to a minimum and in no case barring emergencies will an Officer work **more** than sixteen (16) hours overtime in any consecutive seven (7) day period.
- 26.6** **The** Guild and the Company subscribe to the provisions **of** the Hours **of** Rest as contained in C.S.I. Regulations.
- 26.7** Each crew member must take the hours **of** rest to which he is entitled under this Article.

## **ARTICLE - 27 -**

### **27. JOINT SAFETY**

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

## **ARTICLE - 28 -**

### **28. LIABILITY INSURANCE**

- 28.1** Companies **will** undertake to actively pursue the inclusion of Officers **under** their liability insurance. The intention is to prevent separate actions against Officers by allowing the policy



to represent a single and unified defense against Third Party claims.

## ARTICLE - 29 -

### 29. SEVERANCE PAY

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

The calculation of one (1) week's pay is monthly basic ~~x 7/30~~.42.

## ARTICLE - 30 -

### 30. HOURS ON DUTY

- 30.1 The hours of work for Officer personnel **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.
- 30.2 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.

## ARTICLE - 31 -

### 31. LEAVE

- 31.1 ARTICLE 16.2 shall not apply when a vessel does not enter a Canadian port within thirty (30) days of commencing a voyage. **In** such instances the Company will grant leave to the crew at the vessel's home port at the first opportunity.
- 31.2 An Officer returning from leave of more than two (2) days duration shall contact the Company by telephone forty eight (48)

hours prior to expiry of his scheduled leave or as otherwise directed by the Company for confirmation of sailing time. Thereafter, the onus shall be on the Company to contact the Officer and it shall endeavour to give the Officer a minimum of twenty four (24) hours notice of sailing. In the event less than twenty four (24) hours notice is given for a scheduled crew change an Officer shall have the right to refuse to join the vessel or, if he joins, shall receive a penalty payment of two (2) hours straight time pay, except where unforeseen circumstances arise which are clearly beyond the Company's control.

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

31.4 One-half (1/2) day's pay and leave earned shall be paid to any Officer leaving a vessel prior to 12:00 noon, the Officer relieving prior to 12:00 noon shall receive one (1) day's pay and leave earned shall be paid any Officer leaving his vessel after 12:00 noon. The Officer relieving shall be paid one-half (1/2) day's pay and leave earned.

(a) Notwithstanding the aforementioned when a regular crew change occurs one (1) hour or less after noon or midnight, Officers shall only be entitled to overtime payments in accordance with Article 1.25(b).

(b) Notwithstanding the aforementioned an Officer shall receive a payment of one half (1/2) days pay for an air crew change within two (2) hours either side of Noon provided the Officer has departed or returned to his homeport within this period. Officers who have not departed or returned to their home port within this period shall be entitled to a full days pay and leave earned.

31.5 In the event that a vessel is to be tied up at its home port for a period of from twenty-four (24) to forty-eight (48) hours, the Officers may be granted a leave of twenty-four (24) hours, or forty-eight (48) hours as the case may be, provided that the leave shall not commence between the hours of midnight and 0600 hours. This provision shall only apply when the Officers return to the vessel from which they took their leave. Section 31.4 of this Article is not applicable when this Section is invoked within the above time limits.

- 31.6 When an Officer **is** relieved from his vessel between the hours of 00:00 midnight, and 0600 hours and **is** not permitted to remain aboard, the Company will either provide transportation from the point where he disembarked to his **home or will** provide reasonable accommodation in a hotel.

## ARTICLE - 32 -

### 32. SUSTENANCE

- 32.1 Subsistence of top grade and quality shall be supplied on all vessels.

- 32.2 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.

- 32.3 Meal hours for Officers Covered by this Agreement shall **be** as follows:

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

These hours may be varied provided such variation shall not exceed one half (1/2) hour either way and also provided that one (1) unbroken hour shall **be** allowed at all times for lunch and dinner when the vessel **is** in port. There shall not be more than six (6) hours between the end of one (1) meal period and the start of the next meal period.

### 32.4 Penalty Meal Hours

- (a) Where **an** Officer works from an off watch period into an on watch period he shall be given one half (1/2) hour in which **to** eat immediately following completion of the work. Where an Officer **does** not receive one-half (1/2) hour in which to eat, he shall be credited with an

additional one half (1/2) hour at the overtime rate as a penalty thereof.

- (b) Where an Officer works from an on watch period into an off watch period, he shall be given one-half (1/2) hour in which to eat immediately following the on watch period. Where an Officer does not receive one-half (1/2) hour in which to eat, he shall be credited with an additional one-half (1/2) hour at the overtime rate as a penalty thereof and his time shall be continuous.

32.5 Ingredients for night lunches **shall** be provided.

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

## ARTICLE - 33 -

### 33. TRAVEL AND TRANSFERS

33.1 For the purposes of this Article, the home port of an Officer and the home port of the vessel aboard employed shall be one and **the same**.

33.2 When an Officer is dispatched to or discharged from a vessel away from his home port the Company will provide travel insurance of \$200,000.00 for each Officer and will be responsible for his transportation, wages and board and lodging costs until such time as he is returned to his home port.

## ARTICLE - 34 -

### 34. PAYMENT FOR EXCESSIVE HOURS

34.1 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 \$250.00 (effective October 1st, 1996 \$300.00) in recognition of actual hours worked. This payment will constitute remuneration for the number of hours determined by the following formula:

$$\frac{\text{_____} \$250.00 \text{_____}}{\text{overtime rate for the Master concerned}} = \text{hours rounded to the whole number}$$

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

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

$$\text{Monthly Rate} \times 12 \text{ (months)} = \text{Rate per calendar day } 365 \text{ for } 365 \text{ each day in the employ of the company excepting when in receipt of Workers' Compensation, welfare payments, while on vacation or while on "leave of absence".}$$

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

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

**ARTICLE - 35 -**

**35. TERM OF AGREEMENT**

**35.1** This Agreement shall be effective from <sup>\*</sup>October 1st, 1994 and shall remain in effect until September 30th, 1997 and thereafter from year to year subject to four (4) month's Notice in writing of desire to revise, amend or terminate same. Such Notice may be given anytime after June 30th 1997. After such Notice has been given, specific proposals (if any) must then be submitted and negotiations commenced within ten (10) days of the date of

notice.

**ARTICLE - 36 -**

**36. RETROACTIVE PAY**

- 36.1** The Company shall pay full retroactive wages, overtime and holiday pay from October 1st, 1995 to the date of signing to all Officers. A portion of the total retroactive pay will be deducted and forwarded to the Guild to pay for red days incurred by members of the Guild Negotiating Committee in carrying out their role. The amount deducted shall be the same for all Officers employed during the retroactivity period.

**ARTICLE - 37 -**

**37. UNION DISPATCH FEE**

- 37.1** The Company agrees to pay to the Guild monthly the agreed Hiring Hall Fee effective October 1st, 1995 of eighty cents (\$0.80) and effective October 1st, 1996 of eighty-five cents (\$0.85) for each payroll day for each employee covered by this Collective Agreement.

**ARTICLE - 38 -**

**38. NOISE LEVEL READINGS**

- 38.1** The Company agrees that it shall have Noise Level Readings taken on all of their vessels.
- 38.2** The Noise Level readings shall be taken in accommodation areas, specifically sleeping cabins, galleys, messrooms, wheelhouses and recreation rooms. Such readings shall be taken when the vessel is either under static (pushing or pulling) conditions, or under tow at full engine load and with all essential auxiliary and ancillary machinery operating.
- 38.3** All Noise Level Readings are to be made available to the Guild for inspection upon request. Any subsequent Noise Level readings the Guild will be supplied with copies of findings.
- 38.4** Noise level readings shall be taken as follows:

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

**38.5 Audiometric Testing**

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

**38.6 Hearing Protection**

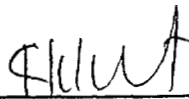
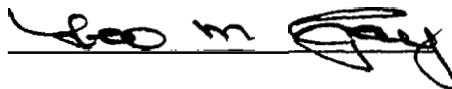
On vessels where there exists steady state and impact noise considered excessive, Officers shall be provided with adequate hearing protective devices. The noise exposure levels and standards of protective equipment shall be as provided for in the W.C.B. Industrial Health and Safety Regulations of B.C.

SIGNED ON BEHALF OF  
STANDARD TOWING LTD.



\_\_\_\_\_

SIGNED ON BEHALF OF  
CANADIAN MERCHANT SERVICE GUILD



\_\_\_\_\_

DATED AT VANCOUVER, BC THIS 28<sup>th</sup> DAY OF DECEMBER 1995.

A.1

WAGE RATES

APPENDIX "A.1"

WAGE RATES EFFECTIVE OCTOBER 1, 1995

	OCT.1/93 MONTHLY BASIC	..... MONTHLY BASIC	..... CALENDAR DAY	..... PAY FOR LEAVE	..... EARN.PER DAY WORKED	..... RATE PER HOUR	..... TIME AND ONE HALF	..... DOUBLE TIME
<b>MASTERS:</b>								
Group 2	4238.41	4496.53	147.81	183.28	331.09	27.59	41.39	55.18
3	4373.98	4640.36	152.54	189.15	341.69	28.47	42.71	56.94
4	4521.71	4797.08	157.69	195.54	353.23	29.44	44.16	58.88
5	4674.68	4959.37	163.03	202.16	365.19	30.43	45.65	60.86
6	4827.71	5121.72	168.37	208.78	377.15	31.43	47.15	62.86
	5135.88	5448.66	179.11	222.10	401.21	33.43	50.15	66.86
7	4980.72	5284.05	173.70	215.39	389.09	32.42	48.63	64.84
	5288.87	5610.96	184.45	228.72	413.17	34.43	51.65	68.86
8	5137.85	5450.75	179.18	222.19	401.36	33.45	50.18	66.90
	5446.00	5777.66	189.93	235.51	425.44	35.45	53.18	70.90
9	5290.87	5613.08	184.52	228.80	413.32	34.44	51.66	68.88
	5599.04	5940.02	195.27	242.13	437.40	36.45	54.68	72.90
Commodore/Regent	5443.89	5775.42	189.86	235.43	425.29	35.44	53.16	70.88
	5752.06	6102.36	200.60	248.74	449.34	37.45	56.18	74.90
Monarch/Brave	5741.82	6091.50	200.25	248.31	448.56	37.38	56.07	74.76
	6049.96	6418.40	210.99	261.63	472.62	39.39	59.09	78.78

NOTE: 2nd Rates are for Non-Watchkeepers



	OCT.1/93.....	MONTHLY BASIC	MONTHLY BASIC	CALENDAR DAY	PAY FOR LEAVE	EARN-PER DAY WORKED	RATE PER HOUR	TIME AND ONE HALF	DOUBLE TIME
	.....								
<i>Chief Engineers:</i>									
<i>Groups</i>	2	4095.03	4344.42	142.81	177.08	319.89	26.66	39.99	53.32
	3	4230.14	4487.76	147.53	182.94	330.47	27.54	41.31	55.08
	4	4373.98	4640.36	152.54	189.15	341.69	28.47	42.71	56.94
	5	4521.71	4797.08	157.69	195.54	353.23	29.44	44.16	58.88
	6	4674.68	4959.37	163.03	202.16	365.19	30.43	45.65	60.86
	7	4827.71	5121.72	168.37	208.78	377.15	31.43	47.15	62.86
	8	4980.72	5284.05	173.70	215.39	389.09	32.42	48.63	64.84
	9	5137.85	5450.75	179.18	222.18	401.36	33.45	50.18	66.90
<i>Commodore/Regent</i>		5294.96	5617.42	184.66	228.98	413.64	34.47	51.71	68.94
		5603.14	5944.37	195.41	242.31	437.72	36.48	54.72	72.96
<i>Monarch/Brave</i>		5593.99	5934.66	195.09	241.91	437.00	36.42	54.63	72.84
		5902.18	6261.62	205.84	255.24	461.08	38.42	57.63	76.84

	OCT.1/93.....	MONTHLY BASIC	MONTHLY BASIC	CALENDAR DAY	PAY FOR LEAVE	EARN-PER DAY WORKED	RATE PER HOUR	TIME AND ONE HALF	DOUBLE TIME
	.....								
<i>Mates &amp; 2nd Engineer</i>									
<i>Group</i>	2	3789.82	4020.62	132.17	163.89	296.06	24.67	37.01	49.34
	3	3852.43	4087.04	134.35	166.59	300.94	25.08	37.62	50.16
	4	3917.72	4156.31	136.63	169.42	306.05	25.50	38.25	51.00
	5	3992.05	4235.17	139.22	172.63	311.85	25.99	38.99	51.98
	6	4078.31	4326.68	142.23	176.37	318.60	26.55	39.83	53.10
	7	4174.64	4428.88	145.59	180.53	326.12	27.18	40.77	54.36
	8	4271.04	4531.15	148.95	184.70	333.65	27.80	41.70	55.60
	9	4365.00	4630.83	152.23	188.77	341.00	28.42	42.63	56.84
<i>Commodore/Regent</i>		4464.20	4736.07	155.69	193.06	348.75	29.06	43.59	58.12
<i>Monarch/Brave</i>		4575.68	4854.34	159.58	197.88	357.46	29.79	44.69	59.58

	OCT.1/93	.....	OCTOBER 1, 1995	.....				
	MONTHLY	MONTHLY	CALENDAR	PAY FOR	EARN.PER	RATE PER	TIME: AND	DOUBLE
	BASIC	BASIC	DAY	LEAVE	DAY WORKED	HOURLY	ONE HALF	TIME
<i>2nd Mates &amp; 3rd Engineers:</i>								
Group 2	3778.82	4008.95	131.79	163.42	295.21	24.60	36.90	49.20
3	3841.43	4075.37	133.97	166.12	300.09	25.01	37.52	50.02
4	3906.72	4144.64	136.25	168.95	305.20	25.43	38.15	50.86
5	3981.05	4223.50	138.84	172.16	311.00	25.92	38.88	51.84
6	4067.31	4315.01	141.85	175.89	317.74	26.48	39.72	52.96
7	4163.64	4417.21	145.21	180.06	325.27	27.11	40.67	54.22
8	4260.04	4519.48	148.57	184.23	332.80	27.73	41.60	55.46
9	4354.00	4619.16	151.85	188.29	340.14	28.35	42.53	56.70
Commodore/Regent	4453.20	4724.40	155.31	192.58	347.89	28.99	43.49	57.98
Monarch/Brave	4564.68	4842.67	159.19	197.40	356.59	29.72	44.58	59.44

NOTE: Red Circled Rates (Monthly Basic \$11.00 less than MATES Rate)

	OCT.1/93	.....	OCTOBER 1, 1995	.....				
	MONTHLY	MONTHLY	CALENDAR	PAY FOR	EARN.PER	RATE PER	TIME AND	DOUBLE
	BASIC	BASIC	DAY	LEAVE	DAY WORKED	HOURLY	ONE HALF	TIME
<i>NON-CERTIFICATED MATES</i>								
<i>&amp; 2ND ENGINEERS</i>								
Group 2	3686.89	3911.42	128.58	159.44	288.02	24.00	36.00	48.00
3	3749.48	3977.82	130.76	162.14	292.90	24.41	36.62	48.82
4	3814.78	4074.10	133.93	166.07	300.00	25.00	37.50	50.00
5	3889.09	4125.94	135.63	168.18	303.81	25.32	37.98	50.64
6	4006.26	4250.24	139.72	173.25	312.97	26.08	39.12	52.16
7	4071.70	4319.67	142.00	176.08	318.08	26.51	39.77	53.02
8	4168.10	4421.94	145.36	180.25	325.61	27.13	40.70	54.26
9	4262.04	4521.60	148.64	184.31	332.95	27.75	41.63	55.50

	OCT.1/93	.....OCTOBER 1, 1995.....						
	MONTHLY BASIC	MONTHLY BASIC	CALENDAR DAY	PAY FOR LEAVE	EARN.PER DAY WORKED	RATE PER HOUR	TIME AND ONE HALF	DOUBLE TIME
<b>NEW HIRES IN POSITION OF</b>								
<b><u>2ND MATE. 3RD ENGINEER:</u></b>								
Group 2	3739.82	3967.58	130.43	161.73	292.16	24.35	36.53	48.70
3	3802.43	4034.00	132.61	164.44	297.05	24.75	37.13	49.50
4	3867.72	4103.26	134.89	167.26	302.15	25.18	37.77	50.36
5	3942.05	4182.12	137.48	170.48	307.96	25.66	38.49	51.32
6	4028.31	4273.63	140.49	174.21	314.70	26.23	39.36	52.46
7	4124.64	4375.83	143.85	178.37	322.22	26.85	40.28	53.70
8	4221.04	4478.10	147.21	182.54	329.75	27.48	41.22	54.96
9	4315.00	4577.78	150.49	186.61	337.10	28.09	42.14	56.18
Commodore/Regent	4414.20	4683.02	153.95	190.90	344.85	28.74	43.11	57.48
Monarch/Brave	4525.68	4801.29	157.83	195.71	353.54	29.46	44.19	58.92

NOTE: *Mates rate less \$50.00 (Monthly)*

**8 HOUR PERSONNEL MASTER**

Group 2	4238.41	4496.53			220.72	27.59	41.39	55.18
3	4373.98	4640.36			227.76	28.47	42.71	56.94
4	4521.70	4797.08			235.52	29.44	44.16	58.88
5	4674.68	4959.37			243.44	30.43	45.65	60.86
<b><u>MATE =</u></b>								
Group 2	3789.82	4020.62			197.63	24.67	37.01	49.34
3	3852.43	4087.04			200.64	25.08	37.62	50.16
4	3917.72	4156.31			204.00	25.50	38.25	51.00
5	3992.05	4235.17			207.92	25.99	38.99	51.98

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

A.2

**WAGE RATES**

APPENDIX "A.2"

**WAGE RATES EFFECTIVE OCTOBER 1, 1996**

	OCT.1/95	.....OCTOBER 1, 1996.....						
	MONTHLY	MONTHLY	CALENDAR	PAY FOR	EARN-PER	RATE PER	TIME AND	DOUBLE
	BASIC	BASIC	DAY	LEAVE	DAY WORKED	HOURLY	ONE HALF	TIME
<i>MASTERS:</i>								
<i>Group 2</i>	4496.53	4608.94	151.51	187.87	339.38	28.28	42.42	56.56
3	4640.36	4756.37	156.36	193.89	350.25	29.19	<b>43.79</b>	58.38
4	4797.08	4917.01	<b>161.64</b>	200.43	362.07	30.17	45.26	60.34
5	4959.37	5083.35	167.11	207.22	374.33	31.19	46.79	62.38
6	5121.72	5249.76	172.58	214.00	386.58	32.22	48.33	64.44
	5448.66	5584.88	183.59	227.65	411.24	34.27	<b>51.41</b>	68.54
7	5284.05	5416.15	178.05	220.78	398.83	33.24	<b>49.86</b>	66.48
	5610.96	5751.23	189.06	234.43	423.49	35.29	52.94	70.58
8	5450.75	5587.02	183.66	227.74	411.40	34.28	51.42	68.56
	5777.66	5922.10	194.68	241.40	436.08	36.34	54.51	72.68
9	5613.08	5753.41	189.13	234.52	423.65	35.30	52.95	70.60
	5940.02	6088.52	200.15	248.19	448.34	37.36	56.04	74.72
<i>Commodore/Regent</i>	5775.42	5919.81	194.60	241.30	435.90	36.33	54.50	72.66
	6102.36	6254.92	205.62	254.97	460.59	38.38	57.57	76.76
<i>Monarch/Brave</i>	6091.50	6234.79	205.25	254.51	459.76	38.31	57.47	76.62
	6418.40	6578.86	216.27	268.17	484.44	40.37	60.55	80.74

**NOTE: 2nd Rates are for Non-Watchkeepers**

	OCT.1/95.....			OCTOBER 1, 1996.....				
	MONTHLY	MONTHLY	CALENDAR	PAY FOR	EARN.PER	RATE PER	TIME AND	DOUBLE
	BASIC	BASIC	DAY	LEAVE	DAY WORKED	HOURLY	ONE HALF	TIME
<i>Chief Engineers -</i>								
<i>Groups 2</i>	4344.42	4453.03	146.38	181.51	327.89	27.32	40.98	54.64
3	4487.76	4599.95	151.21	187.50	338.71	28.23	42.35	56.46
4	4640.36	4756.37	156.36	193.89	350.25	29.19	43.79	58.38
5	4797.08	4917.01	161.64	200.43	362.07	30.17	45.26	60.34
6	4959.37	5083.35	167.11	207.22	374.33	31.19	46.79	62.38
7	5121.72	5249.76	172.58	214.00	386.58	32.22	48.33	64.44
8	5284.05	5416.15	178.05	220.78	398.83	33.24	49.86	66.48
9	5450.75	5587.02	183.66	227.74	411.40	34.28	51.42	68.56
<i>Commodore/Regent</i>	5617.42	5757.86	189.28	234.71	423.99	35.33	53.00	70.66
	5944.37	6092.98	200.30	248.37	448.67	37.39	56.09	74.78
<i>Monarch/Brave</i>	5934.66	6083.03	199.97	247.96	447.93	37.33	56.00	74.66
	6261.62	6418.16	210.98	261.62	472.60	39.38	59.07	78.76

	OCT.1/95.....			OCTOBER 1, 1996.....				
	MONTHLY	MONTHLY	CALENDAR	PAY FOR	EARN.PER	RATE PER	TIME AND	DOUBLE
	BASIC	BASIC	DAY	LEAVE	DAY WORKED	HOURLY	ONE HALF	TIME
<i>Mates &amp; 2nd Engineer</i>								
<i>Group 2</i>	4020.62	4121.14	135.47	167.98	303.45	25.29	37.93	50.58
3	4087.04	4189.22	137.71	170.76	308.47	25.71	38.57	51.42
4	4156.31	4260.22	140.05	173.66	313.71	26.14	39.21	52.28
5	4235.17	4341.05	142.70	176.95	319.65	26.64	39.96	53.28
6	4326.68	4434.85	145.79	180.78	326.57	27.21	40.82	54.42
7	4428.88	4539.60	149.23	185.05	334.28	27.86	41.79	55.72
8	4531.15	4644.43	152.68	189.32	342.00	28.50	42.75	57.00
9	4630.83	4746.60	156.04	193.49	349.53	29.13	43.70	58.26
<i>Commodore/Regent</i>	4736.07	4854.47	159.58	197.88	357.46	29.79	44.69	59.58
<i>Monarch/Brave</i>	4854.34	4975.70	163.57	202.83	366.40	30.53	45.80	61.06

	OCT.1/95	.....	OCTOBER 1, 1996	.....					
	MONTHLY	MONTHLY	CALENDAR	PAY FOR	EARN.PER	RATE PER	TIME AND	DOUBLE	
	BASIC	BASIC	DAY	LEAVE	DAY WORKED	HOURLY	ONE HALF	TIME	
<i>2nd Mates &amp; 3rd Engineers:</i>									
<b>Group 2</b>	4008.95	4109.17	135.08	167.50	302.58	25.22	37.83	50.44	
3	4075.37	4177.25	137.32	170.28	307.60	25.63	38.45	51.26	
4	4144.64	4248.26	139.65	173.17	312.82	26.07	39.11	52.14	
5	4223.50	4329.09	142.31	176.47	318.78	26.57	39.86	53.14	
6	4315.01	4422.89	145.39	180.28	325.67	27.14	40.71	54.28	
7	4417.21	4527.64	148.84	184.56	333.40	27.78	41.67	55.56	
8	4519.48	4632.47	152.28	188.83	341.11	28.43	42.65	56.86	
9	4619.16	4734.64	155.64	192.99	348.63	29.05	43.58	58.10	
<b>Commodore/Regent</b>	4724.40	4842.51	159.19	197.40	356.59	29.72	44.58	59.44	
<b>Monarch/Brave</b>	4842.67	4963.74	163.17	202.33	365.55	30.46	45.69	60.92	

**NOTE:** Red Circled Rates (Monthly Basic \$11.00 less than MATES Rate)

	OCT.1/95	.....	OCTOBER 1, 1996	.....					
	MONTHLY	MONTHLY	CALENDAR	PAY FOR	EARN.PER	RATE PER	TIME AND	DOUBLE	
	BASIC	BASIC	DAY	LEAVE	DAY WORKED	HOURLY	ONE HALF	TIME	
<b>NON-CERTIFICATED MATES</b>									
<b>&amp; 2ND ENGINEERS</b>									
<b>Group 2</b>	3911.42	4009.22	131.80	163.43	295.23	24.60	36.90	49.20	
3	3977.82	4077.27	134.03	166.20	300.23	25.02	37.53	50.04	
4	4047.10	4148.28	136.37	169.10	305.47	25.46	38.19	50.92	
5	4125.94	4229.09	139.02	172.38	311.40	25.95	38.93	51.90	
6	4250.24	4356.50	143.21	177.58	320.79	26.73	40.10	53.46	
7	4319.67	4427.66	145.55	180.48	326.03	27.17	40.76	54.34	
8	4421.94	4532.49	149.00	184.76	333.76	27.81	41.72	55.62	
9	4521.60	4634.64	152.36	188.93	341.29	28.44	42.66	56.88	

OCT.1/95 .....OCTOBER 1, 1996.....

	MONTHLY BASIC	MONTHLY BASIC	CALENDAR DAY	FAY FOR LEAVE	EARN.PER DAY WORKED	RATE PER HOUR	TIME AND ONE HALF	DOUBLE TIME
--	------------------	------------------	-----------------	------------------	------------------------	------------------	----------------------	----------------

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

Group 2	3967.58	4066.77	133.69	165.77	299.46	24.96	37.44	49.92
3	4034.00	4134.85	135.93	168.55	304.48	25.37	38.06	50.74
4	4103.26	4205.84	138.26	171.44	309.70	25.81	38.72	51.62
5	4182.12	4286.67	140.92	174.74	315.66	26.31	39.47	52.62
6	4273.63	4380.47	144.00	178.56	322.56	26.88	40.32	53.76
7	4375.83	4485.23	147.44	182.83	330.27	27.52	41.28	55.04
8	4478.10	4590.05	150.89	187.10	337.99	28.17	42.26	56.34
9	4577.78	4692.22	154.25	191.27	345.52	28.79	43.19	57.58
Commodore/Regent	4683.02	4800.10	157.79	195.65	353.45	29.45	44.18	58.90
Monarch/Brave	4801.29	4921.32	161.78	200.61	362.39	30.20	45.30	60.40

**NOTE:** *Mates rate less \$50.00 (Monthly)*





*LETTER OF UNDERSTANDING*

*It is agreed between the Parties that all tools required for the maintenance and repair of the vessel(s) will be supplied by the Company.*

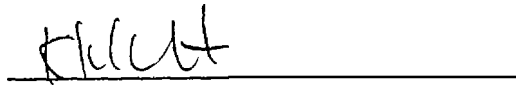
*SIGNED ON BEHALF OF:*

*STANDARD TOWING LTD.  
GUILD*



*SIGNED ON BEHALF OF:*

*CANADIAN MERCHANT SERVICE*



*DATED AT VANCOUVER, BC THIS 20<sup>th</sup> OF December, 1995.*

**WELFARE PLAN LETTER OF UNDERSTANDING**

*Standard Towing Ltd. and the Canadian Merchant Service Guild agree to meet in July of 1996 to review the Welfare Plan with a view of matching or exceeding the benefits contained in the new Guild Welfare Plan. Should Standard Towing be unable to match or exceed the range of benefits then the new Guild Welfare Plan shall be implemented for all Officers covered by the Guild collective agreement.*

**SIGNED ON BEHALF OF:**

**STANDARD TOWING LTD.  
GUILD**



**SIGNED ON BEHALF OF:**

**CANADIAN MERCHANT SERVICE**



**SIGNED AT VANCOUVER, BC 28 DAY OF DECEMBER 1995.**