

COLLECTIVE AGREEMENT

BETWEEN: CANADIAN MERCHANT SERVICE GUILD
(hereinafter referred to as "The Guild")



AND: ISLAND TUG and BARGE LTD.
(hereinafter referred to as the "Company")



Effective Date
October 1, 2014 – September 30, 2017 13025 (06)

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COLLECTIVE AGREEMENT

BETWEEN: CANADIAN MERCHANT SERVICE GUILD

Representing:

- Masters,
 - Mates,
 - Engineers,
 - and Other Marine Employees
- (hereinafter referred to as "The Guild")*

AND: ISLAND TUG and BARGE LTD.

(hereinafter referred to as the "Company")

PREAMBLE

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

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

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

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

DEFINITIONS

In this Agreement, unless the context requires a different meaning, the words:

- a) **"Company"**
means Island Tug and Barge Ltd. ... company named in Agreement.
- b) **"Guild"**
means the Canadian Merchant Service Guild.
- c) **"Position"**
means sequential positioning on seniority list in relation to other seniority positions.
- d) **"Sequence"**
means sequential positioning on seniority list in relation to other seniority positions.
- e) **"Ranking"**
means sequential positioning on seniority list in relation to other seniority positions.
- f) **"Leave Day"**
means Layday.
- g) **"Sea-Day"**
means twelve (12) hours of work in a calendar day.

- h) **"Accumulated Leave"**
means total balance of laydays available to an Employee.
- i) **"Calendar Day"**
means unit of time measured as twenty-four (24) hours – 00:00 to 23:59.
- j) **"Calendar Day Pay"**
means one/thirty point four two (1/30.42) of a monthly basic wage.
- k) **"Category Seniority"**
see Article 12.01 (2).
- i) **"Continuous Employment"**
means eighty-two (82) days of work in any consecutive six (6) month pay period.
- m) **"Accumulated Leave"**
means total balance of laydays available to an Employee.
- n) **"Fulltime Employee"**
means an Employee who has achieved continuous employment.
- o) **"Home Dock"**
means Berry Point in Burnaby.
- p) **"Layday"**
means a day off work with pay to which an employee becomes entitled by working on board of a vessel.
- q) **"Monthly Basic Wage"**
equals thirty point four two (30.42) calendar days / two point two four (2.24) leave factor x hourly rate of pay.
- r) **"Officer"**
means Master, Mate or Engineer working on Company owned vessel.
- s) **"Scheduled Leave"**
means a leave granted to a seagoing employee for working a number of days on-board a vessel.
- t) **"Service Seniority"**
see article 12.01 (1).

ARTICLE 1 RECOGNITION

- 1.01** The Company recognizes the Guild as the sole bargaining agent for all Masters, Mates, Engineers and Other Marine Employees employed on vessels owned, operated or directly or indirectly controlled by the Company provided that such vessels are operated within the coastal and inland waters of British Columbia or in waters bordering on the Yukon and North West Territories, or if operated on a national or international basis, that the port from which the vessel is dispatched is within those waters of British Columbia, Yukon and the North West Territories.
- The Company agrees that only 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. Should the charterer or lessee fail or neglect to abide by the terms of this Agreement, the Company shall be liable to the Guild Members concerned for wages and other monetary benefits which are not paid by the charterer or lessee.
 2. In applying 1.02 (1), it is agreed that a six (6) month limitation shall apply to any claims that might arise out of such third (3rd) Party arrangements. In other words, in the event that the Company charters a vessel to a third (3rd) Party who failed to meet these obligations under the terms of the Agreement, any crew Member concerned with a valid claim would be obliged to register his claim with the Company not later than six (6) months from the date the claim first arose. It is understood that a claim initiated beyond this point in time will not be recognized.
- 1.03** Where a vessel covered by this Agreement is sold to another Company or to an individual, satisfactory proof of such sale shall be provided to the Guild at time of sale.
- 1.04** For greater clarity, the Parties agree that the vessels described above are as listed in Appendix "A", and the Parties recognize that the list may be altered from time to time, pursuant to Article 1.01. Additions to the Company's fleet of existing vessels shall be covered by the agreement and the Company agrees to notify the Guild as these occur. The Guild will be allowed to display its insignia aboard the vessels and it may be up to twelve inches (12") by nine inches (9") in size.
- 1.05** The Company recognizes the Guild as a source of supply for all Employees covered by this Agreement and may request same from the Office of the Guild. The Company agrees to employ only Members of the Guild in good standing. All new Employees are required to sign an engagement letter regarding Guild Membership status as set out in Appendix "E" of this Agreement. Copy of such engagement letter shall be forwarded to the Guild upon signing.
- 1.06** Effective the last pay period of each month, the Company shall deduct from the wages due and payable each Employee coming within the scope of this Agreement, an amount equal to the uniform monthly Membership fees, pension contributions as required and any assessments of the Guild. The amount so deducted shall only be changed during the term of this Agreement to conform with changes in the amount of the regular fees of the Guild in accordance with its Constitution and By-laws.
- 1.07** The Company will deduct initiation fees and remit same to the Guild upon receipt of proper authorization from the Employee concerned.

1.08 All deductions required under this Article will be forwarded to the Western Branch of the Guild, attention of the Secretary Treasurer, within thirty (30) days together with a list in duplicate showing the names of the Employees to whom said deductions are to be credited and the month for which the deductions are made.

ARTICLE 2 LAYOFF and RESIGNATION from EMPLOYMENT

2.01 Layoff

An Employee shall be given seven (7) calendar days' notice of layoff or displacement from employment, except in cases of discharge for just cause. Failure to give such notice will result in seven (7) days' pay. An Employee, when hired for relief or temporary work which does not exceed six (6) months, shall only be entitled to two (2) days' pay for failure to give such notice.

2.02 Resignation

An Employee shall give the Company seven (7) calendar days' notice of resigning employment. An Employee is to be responsible for payment of up to two (2) days' pay (not including leave) for failure to give seven (7) calendar days' notice of resigning employment.

ARTICLE 3 DISCRIMINATION and INTIMIDATION

3.01 The Company agrees not to discriminate or intimidate any Member of the Guild for his lawful activities on behalf of/for Membership in the Guild.

3.02 Human Rights

Employees will not suffer any harassment nor will they be discriminated against by the Company with respect to terms or conditions of employment on the grounds of sex, age, race, color, nationality, ancestry, place of origin, language ability, family relationship, place of residence, political affiliation, sexual orientation, disability, or other prohibited grounds as stated in the Canadian Human Rights Act.

3.03 Workplace Harassment

The Company and Union are committed to providing a harassment free workplace. Harassment is defined as a course of comment or conduct that is known or ought to reasonably be known to be unwelcome, that denies individual dignity and respect on the basis or grounds such as gender, disability, race, color, sexual orientation or other prohibited grounds as stated in the Canadian Human Rights Act. All Employees are expected to treat others with courtesy and consideration and to discourage vexatious harassment.

If an Employee believes they have been subject to discrimination, intimidation or harassment, they may file a grievance pursuant to Article 11.

ARTICLE 4 LEGAL DEFENCE

4.01 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	thirty-one dollars (\$31.00)
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ARTICLE 5 CANADIAN MERCHANT SERVICE GUILD WESTERN BRANCH PENSION PLAN

- 5.01** 1. The Employer will contribute on a monthly basis to the Pension Plan a total of nine per cent (9%) of each Employee's monthly basic rate of pay actually paid to the Employee each month. The plan will be portable within Guild Membership. The Employer contribution shall be allocated as eight per cent (8%) to the Pension Plan account of the individual Employee and a further contribution of one per cent (1%) to the money purchase provision of the Pension Plan on an unallocated basis. This supplementary account will be used for the sole purpose of providing to the extent of funds available, Employer-Employee Pension Plan contributions of eight per cent (8%) and eight per cent (8%) respectively, for those Employees on Long Term Disability under the Guild Health Benefit Plan or after fifty-two (52) weeks on Work Safe BC Benefits. Employees for whom the eight per cent (8%) contribution is made will contribute concurrently by payroll deduction eight per cent (8%) on their own behalf.
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) Industry and three (3) Guild Trustees.
- 5.02** All contributions referred to under (1) above are exclusive of any contributions required for the Canada Pension Plan.
- 5.03** The Company will forward to the Pension Plan Administrator monthly statements showing all contributions made on behalf of all Employees on payroll that month.
- 5.04** Where a Company is remiss in forwarding pension contributions, it shall be responsible for its contributions and any lost interest for any period beyond thirty (30) days.
- 5.05** Pension Plan contributions shall commence as of the first day of employment as an Employee. An Employee who is laid-off or terminated will have pension contributions and deductions made on all basic earnings paid which includes regular leave paid.
- 5.06** Employees who were participating in the Company Pension Plan prior to December 11, 2002 shall be entitled to maintain those pension arrangements and contributions shall be as allocated as contained in Clause 5.01.1, above. Employees exercising this option shall not hold the Guild or the Company in any way responsible for any short coming in the resultant pension benefits. All Employees hired on or after December 11, 2002 shall be enrolled in the Canadian Merchant Service Guild, Western Branch Pension Plan.

ARTICLE 6 BOARDING PASS

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

ARTICLE 7 WARRANTY of CONTINUOUS OPERATION

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

ARTICLE 8 BENEFIT PLAN

- 8.01** The Company shall pay to the Guild a monthly contribution of nine hundred twenty dollars (\$920.00) or such higher rates as may be in effect 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.
The Company will provide a monthly contribution of one per cent (1%) of each Employee's basic monthly rate of pay to subsidize post-retirement benefits. This benefit will be subject to the Employee holding membership in the Plan for two (2) consecutive year's directly preceding retirement.
- 8.02** The Guild shall provide a Health Benefit Plan for all eligible Employees utilizing all of the contributions received under Article 8.01 above.
- 8.03** An Employee must be actively at work in order to be eligible for contributions to be made on his behalf, except as provided otherwise in this Article.
- 8.04** Contributions will be pro-rated for those Employees who are eligible and who are employed for a part month. Laydays shall be credited as employed days.
- 8.05** All eligible Employees (except those who are part-time) will have contributions made for them on completion of ninety (90) days continuous employment.
- 8.06** Employees absent due to disability, temporary 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.
- 8.07** Contributions will commence immediately for any eligible Employee who returns to active full-time employment with a participating Employer within six (6) months of the date of his leaving employment. If an Employee does not return to active full-time employment within the six (6) month period, he will be considered a new Employee and will be subject to the completion of ninety (90) days continuous employment. Where an Employee retains recall rights under Article 12.08, he shall not be subject to the waiting period on return-to-work.

- 8.08** The Employee's pay shall be maintained during waiting periods for weekly indemnity up to a maximum of fourteen (14) days (including red days) subject to Appendix "L".
- 8.09** 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.
Employees who would otherwise have been laid-off will not be entitled to be supplemented with red days. Where an Employee is not expected to return-to-work (Doctor's advice) before going on LTD, red days will not be available for top-off.
Employees who qualify for and elect red day top-up under this Section 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. Should an Employee not return-to-work for the Company, the Guild will render co-operation toward recovery of the red day top-up amount.
- 8.10** When an Employee is on Weekly Indemnity or WCB benefits for up to fifty-two (52) weeks, the Employer will pay the full contribution under Article 8.01 above, and the BC Medical Plan Premium. An Employee who is put on layoff when on these benefits will continue to have these premiums paid by the Company.
- 8.11** Extended Health Care benefits shall be available for any Employee and his spouse subsequent to retirement after age sixty (60), providing that such an Employee has been in the employ of the Company for at least ten (10) years prior to retirement. Weekly Indemnity, Long Term Disability and dental coverage shall be excluded and Life Insurance coverage shall be reduced to twenty-five thousand dollars (\$25,000.00) for the principal Member and five thousand dollars (\$5,000.00) for his spouse. All other terms and conditions of the Health and Welfare Plan shall remain in force. The entitlement shall expire at age sixty-five (65).
- 8.12** Any rebate of EI Premiums shall continue to be retained by the Employer to offset contributions.
- 8.13** The Employer will continue to pay one hundred per cent (100%) of the premium of the BC Medical Services Plan.

ARTICLE 9 MARINE DISASTER and MISHAP

- 9.01** Any Employee who suffers loss of personal effects, clothing, navigational equipment and tools related to the operation of the vessel through wreck or marine disaster, or while in transit provided or paid for by the Company to or from home dock, shall be compensated by a payment of up to one (1) month's basic pay subject to satisfactory proof of loss and in the event of loss of life this amount to be paid to the beneficiary.

ARTICLE 10 MEDICAL EXAMINATIONS

- 10.01** The Company has the right to have all Employees medically examined for fitness and any Employee found medically unfit for service at sea shall not be employed and 10.02 will apply.
1. The Transport Canada medical examination shall be done by a Transport Canada approved physician and will be at the Company's expense. The Employee shall be compensated with one-half (0.5) calendar day's pay plus parking cost for each such examination except for pre-employment medical.
The Employer shall notify the Employee to schedule the required Transport Canada marine medicals. The employee shall submit a copy of the certificate to the crew scheduler prior to boarding a vessel.
 2. All Employees are to be tested annually for drug and alcohol. Such test is to be scheduled by the Employer. The Employee shall be compensated with a half (½) calendar's pay plus parking cost for each such examination except for a pre-employment medical.
- 10.02** Where the Company refuses to employ an Employee or discharges an Employee for medical reasons, the question of the Employee's fitness for full sea duties in the category in which he is to be employed may be referred to a competent medical authority, acceptable to the Company, the Guild and the Employee concerned for determination acceptable to the Company, the Guild and the Employee concerned.
- 10.03** The Guild and the Company agree that Employee will abide by all the rules and regulations required by law with respect to drug testing.
- 10.04** The Company will pay the full cost of the doctor's charge for a Transport Canada required medical exam for Continued Proficiency or STCW95 Certification.

ARTICLE 11 GRIEVANCE PROCEDURE

- 11.01** **Grievance**
- Any difference concerning the interpretation, application or operation of this Agreement or any alleged violation thereof, including any question as to whether any matter is arbitrable shall be dealt with without stoppage of work in the following manner:
1. A regular Employee shall not be disciplined, discharged or demoted without just cause.
 2. Should an Employee be required to meet with his Employer regarding a disciplinary action, he shall be entitled to have a Guild Representative in attendance.
 3. Letters of discipline to an Employee covered by this Agreement shall be copied to the Guild.
 4. Where the Company enacts discipline upon an Employee, such record of discipline may only be referred to by the Company for a three (3) year period subsequent to the date the discipline is enacted, providing there has not been any further discipline enacted upon the Employee within this three (3) year period.

11.02 Initiation of Grievance by the Guild:

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

11.03 The maximum time for instituting a grievance concerning demotion, suspension, dismissal and all other disciplinary matters shall be thirty (30) days from the date of demotion, suspension, dismissal or disciplinary matter. A Double Registered Letter shall be sent or delivered by hand to the Employee concerned, if he requests it.

The maximum time for instituting a grievance concerning issues other than the above shall be thirty (30) days.

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

STEP 1:

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

STEP 2:

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

STEP 3:

If a satisfactory settlement is not reached within seven (7) days of the date the grievance is submitted to the Employer, the grievance may, within thirty (30) days of that date be referred to the Arbitrator in the manner provided in Article 11.08.

11.05 Initiation of Grievance by the Company:

Any grievance lodged by the Employer shall be presented in writing to a person designated for that purpose by the Guild. If a satisfactory settlement is not reached within seven (7) days of the date the grievance is presented in writing, the grievance may, within thirty (30) days of that date, be referred to an Arbitrator in the manner provided in Article 11.08.

11.06 Time Limits

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

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

11.08 Arbitration

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

11.09 Arbitration Procedure

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

11.10 Arbitrator

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

11.11 Cost Apportionment

The Parties shall bear, in equal proportions, the fees and expenses of the Arbitrator including rental of any premises used for the hearing. This shall apply in all cases except where, as provided in Clause 11.17, the Arbitrator is called upon to reconsider his decision. In such latter instances, the fees and expenses connected with his reconsideration of the decision, including the rental of any premises used, shall be borne in full by the Party which requested such reconsideration.

11.12 Powers

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

11.13 If the Arbitrator finds that an Employee has been unjustly demoted, suspended or discharged, the Arbitrator has the power to substitute for the discharge or discipline such other penalty as to the Arbitrator seems just and reasonable in the circumstances.

11.14 Arbitration Procedure

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

11.15 The Arbitrator shall then invite the Parties to meet and present evidence, and shall render a decision within fifteen (15) days of concluding his hearing, said decision to be final and binding upon the Parties to this Agreement, subject to the provisions of Section 11.17.

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

1. The Arbitrator may order that the matter proceed to Arbitration without compliance with the grievance provisions of Article 11.
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 Article.

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

11.18 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 of the Parties disagreeing with the actions or stated intended actions of the other Party. In such instances, the Arbitrator shall invite the Parties to make submissions in support of their respective interpretations at a hearing to be held for the purpose, and shall render a ruling within thirty (30) days of the conclusion of the hearing. Such a ruling shall be final and binding upon the Parties and shall not be subject to reconsideration.

ARTICLE 12 SENIORITY

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

1. Service Seniority: being length of service with the Company as an Employee;
2. Category Seniority: being length of service with the Company in a specified category.

To maintain an Employee's seniority, he must be a Member in good standing with the Guild.

12.02 An Employee shall acquire seniority as of his date of employment with the Company as an Employee, provided he has completed six (6) months continuous employment as an Employee.

12.03 The Company will provide the Guild with separate lists setting out both kinds of seniority. These lists shall include length of service in the above named categories and total service as an Employee. A revised seniority list is to be posted on vessels by March 31st of each year. A new seniority list shall be final if not disputed within four (4) months of it being posted.

All Employees shall, on request, be provided with a letter confirming their posted vessel or class of vessel. Any changes will be in accordance with the provisions of this Article. Where posting is to class, the Employee's customary vessel will be identified. To ensure that seniority acquisition in specific categories is duly recognized and that any and all category seniority acquired, albeit in an infrequent or non-posted fashion will be recognized, the following will prevail. In the instance an Employee relieves as a Master, Mate, or Chief Engineer, and is listed on the Mates, Bargemen's, Cook/Deckhands, or Second Engineer's seniority list, any documented time served in the higher capacity shall be recognized upon permanent promotion to such a higher capacity.

- 12.04**
1. In cases of layoff or recall, service seniority shall be the determining factor, provided that the Employee's qualifications, experience and ability being sufficient to do the job. Layday positions will not affect the layoff sequence.
 2. Realignment of positions due to layoffs shall be in accordance with the sequence set out below provided that an Employee's qualifications, experience and ability being sufficient to do the job.
 3. Where an Employee who has positive laydays is subject to layoff pursuant to Sub-Section 12.04 (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.
 - e) Benefit Plan premiums shall be maintained (Article 8.01).
 - f) Pension Plan contributions shall be maintained (Article 5.01).
 - g) Monthly Employee dues deductions/remittances shall be maintained (Article 1.06).

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

12.05 Realignment Sequence – Deck

1. Realignment of displaced Masters to Mate category shall be in accordance with Master's category seniority, and
2. Realignment of displaced Mates to Cook/Deckhand or Bargemen's category shall be in accordance with Masters and Mates category seniority.

Engineering

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

12.06 Intentionally Blank

- 12.07**
1. All appointments to regular job vacancies shall be made by category seniority subject to qualifications, experience and ability being sufficient to do the job.
 2. Employees wishing training for relief positions to gain experience for future appointments are to advise the Company of their interest. When the Company is planning such training, Employees shall receive consideration on the basis of seniority subject to qualifications and ability sufficient to do the job. Employees successfully completing training would then be given future relief opportunities as they arise.

- 12.08**
1. A vessel crewed by Island Tug and Barge that has consistent and on-going work will be permanently posted.
 2. Where the vessel has adequate work to support additional crew, then additional crew will be posted.

3. Postings shall be determined by category seniority subject to qualifications, experience and ability being sufficient to do the job. Filling of relief positions shall be determined by category seniority subject to qualifications, experience, and ability being sufficient to do the job. In the event that category seniority is equal, then service seniority shall be the determining factor. Final selection shall be made within sixty (60) days of the posting.
4. In the event a vessel is taken out of service, the Employees posted to the vessel shall have first right of refusal to return to their vessel and their postings when the vessel returns to service. While the vessel is out of service, the posted crew shall work relief, subject to qualifications, experience and ability being sufficient to do the job.
5. When a posting vacancy occurs, it will be posted within fifteen (15) days and eligible Employees will be given forty-five (45) days to apply from the date of the posting. The name(s) of successful applicant(s) will be distributed to the vessels.

12.09 An Employee who has failed to apply for a particular job vacancy within the time limit specified shall not be entitled to apply for the position in question until such time as it again becomes vacant.

12.10 An Employee who has been laid-off will retain his seniority and the right to be recalled for a period up to eighteen (18) months from date of layoff, provided he reports to the Company when recalled, and further provided, that should payment of severance pay under Article 29.01 of the Canada Labour Code be made after the expiration of the twelfth (12) month of layoff, all rights including seniority and recall shall be at end. It is understood that an Employee is not entitled to any severance pay until twelve (12) months of layoff has occurred. An Employee who is given reasonable notice and fails to report for work upon recall is subject to discharge from service. Reasonable notice shall not be less than twenty-one (21) days by Double Registered Mail. An Employee on layoff, who has been employed for less than two (2) months in a period of a year (12 months), shall have the option of collecting severance pay.

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

12.12

1. The provisions of this Article shall not in any way interfere with the Company's right to discharge for cause.
2. Employees shall have the first right to work thirteen point five-eight (13.58) days per month, irrespective of their lay day balance, based on category seniority, provided sufficient work is available except where unforeseen circumstances arise which are clearly beyond the company's control. The Company reserves the right to assign work based on operational and customer requirements based on category seniority. The Employee must have the seniority, qualifications, experience and ability sufficient to perform the work. At the end of each month the Company will review lay day balances and will undertake measures to correct any imbalances based on category seniority.

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

The Guild shall have the right to dispute the revised seniority list provided it does so within sixty (60) days of receiving the list. Any disputed issues may be referred to an Arbitrator in accordance with the provisions of Article 11.

12.14 1. An Employee may request to work up to half (1/2) time subject to approval by the Company. Entitlement to this provision shall be dependent on the following age and service formula:

Service	Age
15 years	60
20 years	55
25 years	50

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/her posting and take another position in order to facilitate this Clause. The intent of this Clause is for retirement phase in, not alternate employment.

2. Such Employee shall only accrue further seniority and service for actual days worked and corresponding leave.
3. Pension contributions shall be maintained as per Article 5.01.
4. The Benefit Plan premiums shall be paid by the Company and the Employee on a fifty/fifty (50/50) basis each month and will continue to be paid until this half (1/2) time arrangement is ended.
5. Weekly Indemnity and Long term Disability Benefits will be paid at the rate of fifty per cent (50%) of the benefit entitlement and the other benefits at the full entitlement.
6. Weekly Indemnity top-up with red days as per Article 8.09 shall be pro-rated both in time and money. Top-up will not be available during the leave of absence period.
7. The Employee will only be entitled to statutory holiday compensation which coincides with his/her being on the Company payroll, i.e.: on a sea day, work by or a layday.
8. Annual vacation day's accrual shall be fifty per cent (50%) of the Employee's normal vacation day's entitlement from commencement of this half (1/2) time arrangement.
9. At the time the Employee commences his/her leave of absence period all accrued monies including leave may be paid out, at the Employee's discretion.
10. Article 12.14 may be reviewed and amended by mutual agreement between the Guild and the Company.

ARTICLE 13 ANNUAL VACATIONS

- 13.01** 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.
- 13.02** An Employee shall receive twenty-one (21) consecutive days annual vacation upon completion of two (2) years of service with the Company. He shall be paid for such vacation on the basis of six (6) per cent of gross wages earned during his second (2nd) and succeeding years of service.
- 13.03** An Employee shall receive twenty-eight (28) consecutive day's 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.
- 13.04** An Employee shall receive thirty-five (35) consecutive day's 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.
- 13.05** An Employee shall receive forty-two (42) consecutive days annual vacation upon completion of twenty-two (22) years of service with the Company. He shall be paid for such vacation on the basis of twelve per cent (12%) of gross wages earned during his twenty-second (22nd) and succeeding years of service.
- 13.06** An Employee with thirty (30) years of service with the Company shall receive an additional two per cent (2%) of gross wages earned during his thirtieth (30th) and succeeding years of service.
- 13.07** In all cases under Articles 13.01, 13.02, 13.03, 13.04, 13.05 and 13.06 above, if the Employee has worked less than a normal year and is not entitled to the full annual vacation days allowed, they shall be pro-rated in accordance with the vacation pay earned.
Excepted from this 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 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.
- 13.08** Vacation pay shall be accumulated throughout the year and shall be paid to the Employee on the pay-day prior to his vacation. Vacation pay shall not be used to offset red days while an Employee is employed except by mutual agreement with the Employee who shall be obliged to advise the Guild. An Employee shall be able to request all vacation pay in excess of their annual vacation entitlement be paid out, at his request, in lieu of time off.

- 13.09** The Company shall provide vacation pay information, including amount, income tax deducted, period covered and gross earnings for the period, at the same time an Employee receives his vacation pay.
- 13.10** An Employee shall be entitled to select the periods desirable to him for his vacation periods on the basis of his seniority with the Company, and his vacation periods may, at his discretion, be combined with lay days, subject to the Company having the right to approve the overall vacation schedule. Selection of vacation periods shall be made no later than January 31st of each year. The Employee's request will not be unreasonably denied. Vacation schedules shall be posted no later than March 15th of each year.
- 13.11** For the purposes of this Article, the term "gross wages" shall include all monies credited including wages, overtime, excessive hours, subsistence allowance, previous vacation pay and engine servicing pay.
- 13.12** **Intentionally Blank**
- 13.13** **Intentionally Blank**
- 13.14** An Employee terminating his employment shall be paid all vacation pay due him up to the date of leaving, calculated in accordance with Sections 13.01, 13.02, 13.03, 13.04, 13.05, 13.06 and 13.07.
- 13.15** When a statutory holiday occurs in a vacation period, the provisions of Article 15 shall apply.
- 13.16** An Employee who has been laid-off and is re-employed by the same Employer within eighteen (18) months of the date of layoff shall be granted the same vacation entitlement as he possessed immediately prior to the layoff.
- 13.17** Where an Employee is scheduled or elects to retire within any given year, such an Employee shall be entitled to utilize all vacation allowances accrued during the year of retirement including the immediate preceding year should he so choose.

ARTICLE 14 ANNUAL VACATION PAY on TERMINATION

- 14.01** **Intentionally Blank**
- 14.02** An Employee terminated or laid-off for lack of work shall be entitled to request payment of any vacation pay due him at the time of layoff in accordance with Article 13.

ARTICLE 15 STATUTORY HOLIDAYS

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

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

15.02 Twelve (12) Hour Employees

1. If it is not possible to take a holiday listed above and an Employee is called to work on that day, he shall be granted an alternate day off in lieu thereof. This day off shall be in addition to the pay and leave for the day worked as provided for in (3) below.
2. The rate of pay for work on a statutory holiday shall be time and one-half (1½) the straight time hourly rate. Only the straight time value of the leave portion of earnings shall be credited to the layday account, i.e.: one point two four (1.24) of a normal day's pay.
3. For each statutory holiday not worked or for each alternate day off in place of a statutory holiday worked, an Employee shall be paid his regular pay for a normal day worked, twelve (12) hours, plus the leave he would earn for that day.

4. Proposed Payroll Practice

Entitlement

Only for the purpose of detailing statutory holiday pay.

TABLE A: Statutory Holiday Worked

Earnings for a Statutory Holiday Worked	Calendar Day	Pay for Leave	Leave Paid Out In Excess of Basic Monthly Pay	Totals
Earnings per Day	0.00	0.00	2.24	2.24
Day Worked @ Time and One-Half	0.00	1.24	2.12	3.36
Total Statutory Holiday Earnings Allocation	0.00	1.24	4.36	5.60

TABLE B: Statutory Holiday NOT Worked

Earnings for a Statutory Holiday Not Worked	Calendar Day	Pay for Leave	Leave Paid Out In Excess of Basic Monthly Pay	Totals
Earnings per Day	0.00	0.00	2.24	2.24
Day Worked @ Time and One-Half	0.00	0.00	0.00	0.00
Total Statutory Holiday Earnings Allocation	0.00	0.00	2.24	2.24

Under both practices, Employees have the option of banking Leave Paid Out in Excess of Basic Monthly Pay.

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

15.04 Employees who do not receive either three (3) day period referred to in Section (3) above shall receive a three (3) consecutive day period of leave immediately on return to home dock. An Employee may forgo the immediate leave and elect to combine this three (3) day period with his next scheduled time off. All three (3) days in such case will be paid for at the statutory holiday rate.

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

15.06 Christmas Coverage

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

1. Any Employee working the following dates will receive the following Christmas premiums.

Proposed Practice

Entitlement

Only for the purpose of detailing Christmas holiday pay.

TABLE A: Christmas Holiday Pay

Earnings for a Statutory Holiday Worked	Calendar Day	Pay for Leave	Leave Paid Out In Excess of Basic Monthly Pay	Totals
December 24 th Half Day Entitlement	0.50	0.62	1.12	2.24
December 24 th Full Day Entitlement	1.00	1.24	2.24	4.48
December 25 th Entitlement	0.00	1.24	5.48	6.72
December 26 th - Entitlement	0.00	1.24	5.48	6.72

2. Work will be offered as per Appendix "L" for this Christmas period.
3. Employees that volunteer to work December 24, 25 and/or 26 and coincidentally works the period of December 31, January 1 and 2, would not be entitled to the premiums in Section 15.04.

ARTICLE 16 LEAVE (Laydays)

16.01 Pay in lieu of leave shall not be tendered or accepted except as mutually agreed between the Guild and the Company. The Company, before paying such leave, shall have a letter of authorization from the Guild.

- 16.02** No Employee shall accumulate more than forty-five (45) days leave without mutual agreement between the Employee, 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.
If, at the end of the month, an Employee has a positive (black) lay day balance of forty-five (45) calendar days, the Employer may elect not to offer further work until such time as the Employee's positive (black) lay day balance has been reduced to one (1) basic monthly pay.
Employees planning to attend school for qualification upgrading and who have notified the Employer on their intent to exceed the forty-five (45) lay day limit will not have this Clause apply.
- 16.03** When a vessel is laid up for overhaul, an Employee with any accumulated leave due shall take such leave while his vessel is laid up unless requested by the Company to work by his vessel or to sail on another Company vessel. When requested to work by his vessel, the conditions set out in Article 21 (Vessels in Port) shall be in effect.
- 16.04** Any Employee away on leave who fails to report for duty at the expiry of his leave, without reasonable excuse, shall be considered to have terminated his employment with the Company.
- 16.05** At the expiration of accumulated time off and when an Employee is unable to re-join his vessel, he shall continue to receive his rate of pay until such time as he resumes duty but such time shall be deducted from his next accumulated leave period.
- 16.06** Where an Employee has been granted leave of twenty-four (24) hours, he shall return to his vessel at the end of such time unless previously requested to phone for confirmation of sailing time. The Employee shall not be required to phone more than once in that twenty-four (24) period.
If the Employee is not required to sail at the expiration of the above noted twenty-four (24) hour period, the onus shall thereafter be upon the Company to inform the Employee as to sailing time.
- 16.07** When an Employee has been recalled to work, he shall receive a minimum of one (1) day's pay and leave earned for that day before being given leave again.
- 16.08** The Company shall give twenty-four (24) hours' notice when leave of more than two (2) days is to be granted and provide at least twelve (12) hours confirmation.
- 16.09** In all occupational classifications covered by this Agreement, leave with pay shall be granted as set forth in Article 16.10, exclusive of annual vacation and statutory holidays.
- 16.10** The method of calculating leave shall be one point two four (1.24) days leave earned for each day worked. Such leave shall be granted in the home dock.

- 16.11**
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 12) shall be offered the position. Where such an Employee is not available, the Company will then seek a replacement from its Employee ranks in accordance with Seniority – Article 12.
 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.

ARTICLE 17 LEAVE of ABSENCE

- 17.01** Any Employee desiring leave of absence for any reason other than those set out in Sections 17.03, 17.04 and 17.05 of this Article must obtain authorization in writing from the Company and the Company and the Guild must mutually agree in writing to the granting of such leave and it will not be unreasonably denied.
- 17.02** Where any Employee is granted leave of absence under this Article for a period of longer than thirty (30) calendar days, the Company agrees to notify the Guild as to the circumstances for granting of such period of leave.
- 17.03**
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 Employer.
 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 re-training for alternate employment under the WCB Vocational Rehabilitation phase has commenced, the employment relationship between the Employee and the Company is ended. The foregoing shall apply providing the medical determination is not in dispute and/or only after fifty-two (52) weeks on claim.
- 17.04**
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 offshore with an Employer engaged in foreign going shipping. Such an Employee's seniority shall remain dormant from the time leave is granted and until his return to the employ of the Company from which leave was taken.

- 17.05** The Company will grant leave of absence to Employees who are elected as Representatives to attend Guild meetings, Guild conventions, conventions of labour organizations to which the Guild is affiliated or any convention to which the Guild nominates the Employee as a delegate on its behalf or acts as Members of any Guild Negotiating Committee.
An Employee shall be allowed to continue to receive his rate of pay from his layday account including red days up to a maximum of fourteen (14) days, for the purpose of attending such conventions and/or meetings. When an Employee sits on a Guild Negotiating or Trustee Committee dealing with his Employer, the above fourteen (14) day limit shall not apply. This Section shall not interfere with the provisions of Article 1.02.
- 17.06** It is agreed that before the Employee receives the leave of absence as set forth in Sections 17.04 and 17.05 above, the Company will be given due notice in writing by the Guild in order to replace the Employee during his absence with a competent substitute.
- 17.07** An Employee, when returning from leave of absence, shall be reinstated in no less than the same pay classification the Employee held when granted the leave of absence.
Should the Company not have a vessel of his former pay class, he shall receive the rate of pay of the next lower vessel group in which the Company operates a vessel.
- 17.08** An Employee shall be entitled to compassionate leave of up to seven (7) days to attend urgent domestic affairs. Leave of more than seven (7) days may be taken, subject to Company approval, if the circumstances warrant.
- 17.09** An Employee who is required to be available for Jury Duty, Coroner's Jury Duty, Coroner's Witness, Crown Witness, or where the Employee represents his Employer in a court action, will be paid while on such duty, provided such court action is not occasioned by the Employee's private affairs. The pay will be such as to maintain the Employee's monthly basic rate. Leave banks will be frozen during this time. Such pay shall be offset where an Employee's pay is remunerated by a third Party, e.g.: when acting as a witness. An Employee in receipt of his regular earnings while giving service at court shall remit to the Company all monies paid to him by the Court except travelling and meal allowance.
- 17.10**
1. Employees are entitled to a maximum of four (4) days paid bereavement leave, including any layday accumulation, for those days immediately following the death of an immediate family Member which are defined as:
 - a) The Employee's spouse or common-law partner;

- b) The Employee's father and mother and the spouse or common-law partner of the father or mother;
 - c) The Employee's children and the children of the Employee's spouse or common-law partner;
 - d) The Employee's grandchildren;
 - e) The Employee's brothers and 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. Bereavement leave will only apply to qualifying days as per the provision of which occur during the Employee's regular tour of duty or scheduled time to be at work.
 3. 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.
 4. In unusual circumstances, where the deceased is not a Member of the immediate family, bereavement leave will be at the discretion of the Company.

17.11

In order to provide care or support to a family Member of the Employee who has serious medical condition with a significant risk of death, any Employee shall be granted a leave of absence to a maximum of eight (8) weeks, in accordance with the following provisions:

1. The leave will be without pay (except for laydays).
2. The Company will continue contributions for all benefits.
3. Seniority will continue to accumulate.
4. Medical proof must be provided to the Company.
5. Family Member is defined as:
 - a) A spouse or common-law partner of the Employee;
 - b) A child of the Employee or a child of the Employee's spouse or common-law partner;
 - c) A parent of the Employee or a spouse or common-law partner of the parent; and
 - d) Any other person who is a Member of a class of persons prescribed for the purposes of this definition or the definition "family member" in Sub-Section 23.1 (1) of the Employment Insurance Act.

17.12

Upon the birth of a child, Employees shall be granted a maternity leave of absence to a maximum of fifty-two (52) weeks in accordance with the following provisions:

1. The leave will be without pay (except for positive laydays).
2. The Company will continue contributions for all benefits.
3. Seniority will continue to accumulate.

- 17.13** Due to the adoption of a child, Employees shall be granted a leave of absence to a maximum of thirty-seven (37) weeks in accordance with the following provisions:
1. The leave will be without pay (except for positive laydays).
 2. The Company will continue contributions for all benefits.
 3. Seniority will continue to accumulate.

- 17.14** Parental leave may be granted to Employees to a maximum of thirty-seven (37) weeks in accordance with the following provisions:
1. The leave will be without pay (except for positive laydays).
 2. The Company will continue contributions for all benefits.
 3. Seniority will continue to accumulate.

ARTICLE 18 EDUCATION and UPGRADING

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

The following concepts shall govern the payment of courses:

1. On Company required education and training programs, the Employer will bear all costs of tuition, and including wages, paid out at full sea day rate, two point two four (2.24) at the hourly rate for all hours spent on training (minimum four [4] hours).
2. On voluntary upgrading courses with controlled attendance including marine correspondence upgrading courses, the Employer will bear the costs of tuition, books and fees, and the Employee will contribute his time in accordance with Article 18.03 below. An Employee who fails to successfully complete a course shall reimburse the Company for tuition, books and fees. Any additional costs that arise during the course will be submitted for reimbursement upon successful completion.
3. On required upgrading arising out of Government regulations, the Employer will assist the Employee along the lines outlined in (2) above.
4. The Company will pay to each Employee who attends a required upgrading course necessary for maintaining his Continued Proficiency Certificate and STCW'95 Certificate as follows:
An expense allowance of one (1) day's leave pay will be paid to a maximum of thirty (30) days every five (5) years. Leave banks may be frozen at the discretion of the individual Employee while attending such upgrading courses.

- 18.02** The Company shall have the right to limit the selection and the number of Employees permitted to take an upgrading course at any one time.

- 18.03**
1. If an Employee 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 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.

- 18.04** At the completion of the course, an Employee shall return-to-work for the Company until such loan is re-paid. If the Employee fails to do so, the Guild will render cooperation toward recovery of the loan.
- 18.05** The Employer will provide wage assistance to eligible Employees who take courses leading to certificates for which the Employer deems he has use and which are three (3) or more months in length. Wage assistance shall be fifty 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 Employer.
- 18.06** An Employee will be paid one (1) hour's pay in addition to his regular pay for any shift he is assigned by the Company to train another Employee.
- 18.07** **Passports**
The Company shall reimburse the Employee for the actual cost of a new passport or any passport renewal upon production of a receipt.

ARTICLE 19 DUTIES

- 19.01** **Deck Officers**
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.
- 19.02** **Engineers**
- The prime responsibility of an Engineer is to operate and maintain the engine room equipment and to maintain other mechanical equipment on the vessel. Engineers shall not perform duties customarily performed by Unlicensed personnel, provided that on one (1) Engineer vessels with two (2) or less Deckhands, the Engineer may be required to perform limited duties aboard the vessel other than his customary duties however, he shall not be requested to perform such duties if they interfere with his necessary engineering duties.
- 19.03** Every continuous operating tug that carries a non watchkeeping Engineer shall see the Engineer paid one (1) hour straight time per full day worked, in addition to his basic salary, for working a limited amount of incidental overtime while his vessel is at sea.
- 19.04** **Cook / Deckhand**
- The customary duties of the Cook/Deckhand shall be those duties which have traditionally been done by a Cook/Deckhand as assigned by the Master and include ordering and menu planning to ensure balanced meals and will be arranged so that:
1. Meals are served within the time limits set out in Article 32.03.

2. Sufficient time is allowed for food preparation prior to meal hours, and for clean-up. During the period of food preparation and serving, the Cook/Deckhand's prime function is in the galley. During these periods, it is recognized, that in order to meet regulatory requirements and operational needs, the Cook/Deckhand may be required to work outside the galley for short periods which will not adversely affect the preparation of meals.
3. Cook/Deckhands will not be required to chip and paint on the exterior of the vessel or in the engine room.
4. All Cook/Deckhands will be compensated in addition to basic monthly pay for sougeeing the vessel as follows:
 1. Fifteen dollars and twenty-three cents (\$15.23) per day worked on Island Tugger, Island Monarch and any similar sized vessel.
 2. Eight dollars and seventy cents (\$8.70) per day worked on all other smaller vessels.
 3. This allowance will be amended in accordance with the percentage values of wage increases, commencing in the second year of this Collective Agreement.

VESSELS	Oct 1/14 Sep 30/15 (1.5% or COLA)*	Oct 1/15 Sep 30/16 (2% or COLA)**	Oct 1/16 Sep 30/17 (2% or COLA)**
Island Monarch	\$15.23	\$15.53	\$15.84
Island Tugger	\$8.70	\$8.87	\$9.05
Smaller Vessels	\$8.70	\$8.87	\$9.05

* This amount reflects 1.5% increase.

** 2015 and 2016 reflects 2% increase. Amounts are subject to change if Vancouver CPI is higher.

COLA (Cost of Living Adjustment) will be based on annual Vancouver CPI (Consumer Price Index) for the month of March as published in April preceding the October 1 increase.

ARTICLE 20 DUTIES OTHER THAN as an OFFICER

20.01

1. An Employee who performs duties such as handling cargo, fuel hoses, gear or boomchains other than for the vessel's own use, shall be paid for each hour so worked on watch a premium of one and 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 work set out in Section 20.01 (1) shall be one (1) hour to be computed thereafter in half hour increments. It is understood that ships' crew customarily load ships' stores as part of their normal duties on watch. Such stores should only be for their own vessel and/or one other Company vessel. If Employees are required to load or unload stores off watch they shall be paid the overtime rate.
3. If the ship's stores are other than those described in Section 20.01 (1), the loading and unloading of such stores shall be paid for as cargo in accordance with the provisions of Section 20.01 (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.

20.02 In addition, Employees called to work off the vessel, whether on watch or off watch, repairing or maintaining other than the vessel's mechanical equipment, shall be considered to be working at non-ship duties and shall be paid in accordance with the provisions of Section 20.01 (1).

20.03 Engineers shall be paid in accordance with the provisions of Section 20.01 for the following:

1. Cleaning smoke stacks, boilers, bilges, rose boxes, oil spills (unless caused by themselves) and sewage systems.
2. Engineers shall be paid in accordance with Section 21.01 (1) for the following unless the vessel is in port and they are working by on a voluntary basis.
3. Cleaning bilges oil separating centrifuges, oil tanks, air boxes, inlet ports, exhaust ports of internal combustion engines, cleaning grease from Intercon pin boxes and changing of grease barrels which are currently on the Island Monarch.

20.04 Cook/Deckhands shall be paid in accordance with the provisions of Section 20.01 for the following:

1. Working in confined spaces;
2. Cleaning under winches.

In addition, Cook/Deckhands shall receive five dollars twenty-two cents (\$5.22) for each guest meal served. A guest is anyone not comprising the crew. Management staff on official Company business shall not be considered guests.

The allowance shall be amended in accordance with the percentage values of wage increase as per table below:

PAY	Oct 1/14 Sep 30/15 (1.5% or COLA)*	Oct 1/15 Sep 30/16 (2% or COLA)**	Oct 1/16 Sep 30/17 (2% or COLA)**
Guest Meals	\$5.22	\$5.32	\$5.43

* This amount reflects 1.5% increase.

** 2015 and 2016 reflects 2% increase. Amounts are subject to change if Vancouver CPI is higher.

COLA (Cost of Living Adjustment) will be based on annual Vancouver CPI (Consumer Price Index) for the month of March as published in April preceding the October 1 increase.

20.05 Fuel

Fuel for the vessel's own use shall not be considered as cargo so long as it is loaded from the tow or from an oil dock or barge which is alongside the vessel. In conditions other than this when crew Members are required to go off the vessel, dock or barge to load fuel, it shall be paid for in accordance with Article 20.01.

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

ARTICLE 21 VESSELS in PORT

- 21.01**
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. Employees may be assigned to day work. Three (3) shifts shall be permitted of eight (8) hours length, inclusive of a one-half (½) hour meal break. Eight (8) hours pay shall be paid for seven and one-half (7½) hours work. For work on the afternoon or graveyard shifts, a seven per cent (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.
 2. When an Employee works by during an overhaul or repairs, he shall be provided with accommodation and meals. When meals are not provided, a subsistence rate of fifty-one dollars fourteen cents (\$51.14) per day will be paid on the basis of fourteen dollars eighty-six cents (\$14.86) for breakfast, fourteen dollars eighty-six cents (\$14.86) for lunch(s), and twenty-one dollars forty-two cents (\$21.42) for dinner. This allowance will be amended in accordance with percentage values of wage increases as per the table below:

	Oct 1/14 Sep 30/15 (1.5% or COLA)*	Oct 1/15 Sep 30/16 (2% or COLA)**	Oct 1/16 Sep 30/17 (2% or COLA)**
MEALS			
Breakfast	\$14.86	\$15.16	\$15.46
Lunch	\$14.86	\$15.16	\$15.46
Dinner	\$21.42	\$21.84	\$22.28
TOTAL PER DAY	\$51.14	\$52.16	\$53.20

* This amount reflects 1.5%.

** 2015 and 2016 reflects 2% increase. Amounts are subject to change if Vancouver CPI is higher.

COLA (Cost of Living Adjustment) will be based on annual Vancouver CPI (Consumer Price Index) for the month of March as published in April preceding the October 1 increase.

If the Employee opts out of taking accommodation and commutes, the Employee will be paid for each kilometer driven as prescribed by the Canada Revenue Agency guidelines from the home dock of the Company to and from the location of work.

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

21.03 For the purpose of this Article, the regular hours of work for a vessel in port will be thirty-seven and one-half (37½) hours per week. Any time worked in excess of (37 ½) hours per week, or on a statutory holiday, shall be paid at the overtime rate in accordance with Article 25.01.

- 21.04**
1. Employees working under this Article 21 shall be known as Non-Live Aboard's.
 2. The rate of pay for an Employee required for overhaul work shall not be less than his hourly rate.

- 21.05** When a vessel is away from the home dock, watches shall not be broken and the conditions in Sections 21.01, 21.02, 21.03, and 21.04 shall not apply. However, notwithstanding the above, watches may be broken at the discretion of the Masters on Foreign Going and Home Trade Class I and II voyages in accordance with the foregoing. In the above instances, Sections 21.01, 21.02, 21.03, and 21.04 shall not apply.
- 21.06** Chief Engineers desirous of participating in refits shall so indicate by registering their names with their Employers. The Company shall ensure that a Chief Engineer will work by the first main engine refit of a vessel subsequent to his regular posting to that Vessel. This requirement may be waived where the Chief Engineer has been previously employed on a vessel with a similar engine or where the Company has an alternative training program available for Engineers to upgrade their skills in overhaul procedure of propulsion or auxiliary machinery. When an Engineer assigned to a vessel does not work by during repairs or overhauls, he shall be supplied prior to sailing, with a list of repairs made. The Company shall ensure that a competent person who is familiar with the work done shall confer with said Engineer prior to sailing.
- 21.07** Where an Engineer works by, and the time between sailing is less than twenty-four (24) hours, he shall remain on ships pay.
- 21.08** One Master normally assigned to the vessel shall be in attendance during steamship inspection of life saving and firefighting equipment.

ARTICLE 22 CLOTHING

- 22.01** If an Employee is required to wear a uniform, the Company will supply, maintain and clean such uniform.
- 22.02** The Company will provide any protective clothing or equipment required and approved by applicable Federal or Provincial Regulatory requirements for the handling of specific cargo requiring same. The Company will provide quality ear protectors without cost to Employees. The Employee may elect either headsets or earplugs provided the appliance chosen affords the necessary protection against noise levels to which the Employee expects to be exposed. Employees working in operating engine rooms shall wear hearing protectors. Temporary or relief Employees will be provided headsets in the event they do not have their own.
- 22.03** Any Employee who suffers clothing damage as a result of handling dangerous cargo, e.g.: battery acid shall be reimbursed for reasonable cost incurred in replacing the damaged clothing.
- 22.04** Upon request by full time Employees, the Company shall purchase, replace or reimburse required Personal Protection Equipment.

1. In case an Employee purchases their own equipment, the maximum value of reimbursement will apply to the following personal protective equipment:
 - Safety Boots \$250.00
 - Floater Coat \$300.00
 - Rain Gear \$150.00
 - Prescription Safety Glasses \$250.00
 - Hearing Protection \$125.00
2. Where the Employee leaves the employment of the Company before becoming full time Employee, the cost of the items under (1) will be deducted from his final pay.
If an Employee needs unique or specific safety equipment pertinent to their job duties, the Employee will discuss this with the Employer before purchase, and such requests shall not be unreasonably denied.

22.05 The Employer will reimburse each Employee for the purchase price of one (1) set of personally fitted (filtered or unfiltered) ear plugs. Entitlement to replacement earplugs will be once every four (4) years.

ARTICLE 23 TOWBOAT ACCOMMODATION

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

In addition, the Company agrees to furnish the following:

1. A washing machine and proper facilities for drying clothes.
2. A TV to be supplied to the vessel for the use of the crew.
3. The TV to be supplied will be able to show digital signal both in Canada and the United States.

ARTICLE 24 RATES of PAY

24.01 Wage increases to be as follows:

Year	Commencing	Wage Increase
Year 1	Oct 1, 2014	1.5% or COLA*
Year 2	Oct 1, 2015	2% or COLA**
Year 3	Oct 1, 2016	2% or COLA**
Expiry	September 30, 2017	

* Actual increase 1.5%.

** 2015 and 2016 tables subject to change if Vancouver CPI is higher.

COLA (Cost of Living Adjustment) will be based on annual Vancouver CPI (Consumer Price Index) for the month of March as published in April preceding the October 1 increase.

Retroactive pay for year one (1) will be paid out as ITB payroll department processes payments.

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

ARTICLE 25 OVERTIME

- 25.01** Time worked in excess of regular hours to be paid at the rate of double the straight time hourly rate.
- 25.02**
1. Overtime shall be calculated at a minimum of one (1) hour and in one-half (½) hour increments thereafter.
When Employees off duty are called for overtime work, they shall be allowed twenty (20) minutes call-out and such call-out shall be considered as time worked. In the event a man is called more than once during an off-watch period and there is less than one and one-half (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.
 2. A call-out is defined when an Employee off duty is called for overtime work.
 3. When an Employee off duty is called for overtime work within the first hour following the completion of their watch, a call-out will not apply and overtime will be calculated from the completion of their watch.
 4. When an Employee off duty is called for overtime work after one (1) hour past the completion of their watch, the first hour will be paid at the call-out rate which is three (3) hours at the straight time rate, and additional work will be paid at the overtime rate in one-half (½) hour increments.
- 25.03** Any Employee covered by this Agreement shall have the option of converting overtime, premium rates and statutory holiday pay into time off in lieu subject to:
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 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.
 3. On written request from an Employee his converted leave or part thereof in dollar value will be paid out up to six (6) times per year in conjunction with regular payroll cheques which fall on or approximate and of the following dates.
 - a) January 1st, March 1st, May 1st, July 1st, September 1st, and November 1st, subject to a two (2) week advance written request.
 4. Any Employee may elect in writing to retain his converted overtime leave and be paid into the red, as provided elsewhere under this Agreement, provided that such converted leave will be used before red days for make up to full pay when he is on medical leave and educational leave."
- 25.04** The payment of overtime will not apply under the following exceptions:
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 Article 34.

- 25.05**
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 dock (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. The Company shall establish specific cut-off date(s) for the purposes of paying overtime and shall process and pay overtime in the pay period immediately following the date so specified. The cut-off date not to exceed ten (10) calendar days prior to the payroll cut-off date.

25.06 All claims for overtime are subject to the terms laid out in Appendix "L".

ARTICLE 26 MANNING

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

1. The crew of a commercially operated tug shall be a minimum of two (2) men.
2. 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.
3. 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.
4. 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.
5. The Guild and the Company subscribe to the provisions of the "Hours of Rest" as contained in the Canada Shipping Act Regulations.
6. Each crew Member must take the hours of rest to which he is entitled under this Article.

26.02 Every continuous operating tug shall carry at least one (1) person who has sufficient knowledge of the engine and mechanical equipment to satisfy the Ministry of Transport requirements. When the Master or Mate is the person referred to in this Section, he shall be paid one (1) hour of Duties Other Than per full day worked in addition to his basic salary for performing such engine servicing duties as follows:

Operational Checks

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

Servicing of Main and Auxiliary Engines

Master, Mate, Cook/Deckhand or Bargeman shall not be required to:

1. Change lube oil or lube oil filters.
2. Change fuel filters.
3. Change oil and filters in reduction gear. Provided that if under unusual circumstances, including isolation from servicing facilities, it becomes necessary for a crew Member to perform this work, he shall be paid his regular overtime rate for each hour so worked in addition to his basic rate of wages.
4. Greasing of machinery and repairs including winches and steering.

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

26.04 Manning Disputes

If a dispute should arise between the Parties on the manning of a vessel, the matter may be referred by either Party to the Arbitrator in accordance with the terms of the Arbitration Procedure set out in Article 11.08.

ARTICLE 27 JOINT SAFETY COMMITTEE

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

ARTICLE 28 LIABILITY INSURANCE

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

ARTICLE 29 SEVERANCE PAY

29.01 Employees with more than one (1) 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):

1. One (1) week's pay for each year of service (to last day worked) with the Company as an Employee.

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

ARTICLE 30 HOURS on DUTY

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

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

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

30.02 An Employee returning from leave of more than two (2) days duration shall contact the Company by telephone forty-eight (48) hours prior to expiry of his scheduled leave or as otherwise directed by the Company for confirmation of sailing time. Thereafter, the onus shall be on the Company to contact the Employee and it shall give the Officer a minimum of twenty four (24) hours' notice of sailing. In the event less than twenty four (24) hours' notice is given for a scheduled crew change, an Employee shall have the right to refuse to join the vessel or, if he joins, shall receive a penalty payment of two (2) hours straight time pay, except where unforeseen circumstances arise which are clearly beyond the Company's control (illness or injury).

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

30.04 Crew changes may be established on the hour, at any time between 08:00 hours and 24:00 hours on any calendar day. An accommodation to 09:00 hours will be made for those Employees who reside on Vancouver Island. Given the afore-noted, a voyage shall be deemed to have commenced at the time the crew reports for duty. The end of each twenty-four (24) hour period thereafter shall be referred to as the Start Time. This twenty-four (24) hour period will be known as the work day for purposes of this Article.

30.05 One-half (½) day's pay and leave earned shall be paid to any Employee leaving a vessel prior to mid work day (the twelfth hour), an Employee joining prior to mid work day shall receive one (1) day's pay and leave earned. One (1) day's pay and leave earned shall be paid any Employee leaving his vessel after mid work day. An Employee joining after mid work day shall be paid one-half (½) day's pay and leave earned. Excepted from this provision are those Employees on anniversary hour leave of Sections 30.08 and 30.09.

- 30.06** When a regular crew change occurs two (2) hours or less after the start time, an Employee shall only be entitled to overtime payments in accordance with Article 25. Section 30.10 below will continue where applicable. 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 the start time or mid work day provided the Employee has departed or returned to his home dock within this period. Employees who depart or return prior to or after this two (2) hour period shall be entitled to a full day's pay and leave earned. This paragraph is not applicable prior to 10:00 hours.
- 30.07** In the event a statutory holiday falls within any portion of a day to which some of the Employees are entitled to statutory holiday pay, then all Employee's employed on-board that vessel shall be entitled to such statutory holiday pay pro rata.
- 30.08** Where a vessel is to be tied up in its home dock and an Employee is put on leave of twenty-four (24) or forty-eight (48) hours, each twenty-four (24) hour period free of the ship shall constitute a day off.
- 30.09** The time at which the Employee is granted this leave is the anniversary hour. This leave shall not commence between the hours of midnight and 08:00 hours.
- 30.10** When an Employee is relieved from his vessel between the hours of 12:00 midnight, and 07:00 hours and is not permitted to remain aboard, the Company will either provide transportation from the point where he disembarked to his home or will provide reasonable accommodation in a hotel.
- 30.11** Employees shall be scheduled so they have a minimum of ten (10) consecutive calendar days off in each calendar month.

ARTICLE 31 HARBOUR OPERATIONS

- 31.01** An Employee, when employed on non-continuous operating vessels, shall report to a designated place known as the "home dock" at the shift starting time. If the Employee does not return to the "home dock" at the end of his shift, the Company will provide him transportation back to the "home dock". The Company is to provide travel insurance as under Article 33 for each Employee when travelling on Company business. The overtime rate shall be paid for all travel time which occurs after the time the Employee's shift would normally have ended.
- 31.02** There shall be no crew change between 24:00 hours and 06:00 hours except for emergencies such as injuries and illness. Notwithstanding the above, the Guild and the Company may mutually agree to a variance of up to one (1) hour before 06:00 hours.

ARTICLE 32 SUBSISTENCE

- 32.01** Subsistence of top grade, quality and in sufficient quantities shall be supplied on all vessels.

32.02 On vessels where subsistence is customarily supplied and where, for any reason other than overhaul, subsistence is not supplied, alternate accommodations and meals shall be provided. When a vessel undergoes overhaul or is otherwise laid up while away from the home dock and customary standards of accommodation and/or meals cannot be maintained, suitable accommodation and/or meals shall be provided ashore.

32.03 Meal hours for Employees covered by this Agreement shall be as follows:

Breakfast: from 05:00 – 06:30 hours

Lunch: from 11:00 – 12:30 hours

Dinner: from 17:00 – 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.

32.04 Penalty Meal Hours

1. 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.
2. 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.

32.05 Ingredients for night lunches shall be provided.

32.06 An appropriate emergency inventory will be available at the home dock, and a related system to track usage will be established. Sufficient clean bedding, linen and towels shall be supplied to all Employees and kept clean. Linen and towel supply shall allow for a change at least every seven (7) days. In the event of such bedding, linen or towels being lost or destroyed, the Party responsible shall replace same or have the equivalent value deducted from his pay. All bedding, linen and towels will be of a quality standard.

32.07 Where subsistence is not available (shift tug operation) an allowance shall be paid to the concerned Employee at the rate of twenty-seven dollars twenty cents (\$27.20) for each day that he works. The allowance shall be amended in accordance with percentage values of wage increases. In addition, tea, coffee, sugar, canned milk, hot chocolate, coffee mate, and bottled water shall be supplied by the Company.

PAY	Oct 1/14 Sep 30/15 (1.5% or COLA)*	Oct 1/15 Sep 30/16 (2% or COLA)**	Oct 1/16 Sep 30/17 (2% or COLA)**
Allowance	\$27.20	\$27.75	\$28.30

* This amount reflects 1.5% increase.

** 2015 and 2016 reflects 2% increase. Tables are subject to change if Vancouver CPI is higher.

COLA (Cost of Living Adjustment) will be based on annual Vancouver CPI (Consumer Price Index) for the month of March as published in April preceding the October 1 increase.

ARTICLE 33 TRAVEL and TRANSFERS

33.01 For the purposes of this Article, the home dock of an Employee and the home dock 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 dock shall be the port which has normally been regarded as the home dock of the Employee.

33.02 When an Employee is dispatched to or discharged from a vessel away from his home dock, 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 dock.

33.03 In the event that it becomes necessary to change the home dock 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 dock, 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:

1. Remaining with the vessel and bearing his own transportation, travel, board and lodging costs (if any), or
2. Exercising his rights of seniority under Article 12.

33.04 Employees will be paid an allowance of fifty-five cents (\$0.55) per kilometer for use of their personal vehicle to move from one location to another. A standard chart will be developed by mutual agreement between the Company and the Guild. The Company and the Guild agree that this allowance will be reviewed annually and increased if necessary. The Canada Revenue Agency published maximum allowance will be used as a guideline.

ARTICLE 34 PAYMENT for EXCESSIVE HOURS

34.01 A Master of a continuous operating vessel normally works a limited amount of incidental overtime while his vessel is at sea, related to traffic conditions, weather hazards, or the navigation of difficult tidal conditions, for which he shall be compensated by a monthly payment of four hundred sixty-seven dollars seventy-one cents (\$467.71) in recognition of actual hours worked. This payment will constitute remuneration for the number of hours determined by the following formula:

$$\frac{\$467.71}{\text{overtime rate for the Master concerned}} = \text{hours rounded to the nearest whole number}$$

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

This payment will be amended in accordance with the percentage values of wage increases commencing in the second (2nd) year of this agreement as per the table below:

Date	Wage Increase	Monthly Payment
October 1, 2014	1.5% or COLA*	\$467.71
October 1, 2015	2% or COLA**	\$477.07
October 1, 2016	2% or COLA**	\$486.61

* Actual amount reflects 1.5% increase.

** 2015 and 2016 reflects 2% increase. Amounts are subject to change if Vancouver CPI is higher.

COLA (Cost of Living Adjustment) will be based on annual Vancouver CPI (Consumer Price Index) for the month of March as published in April preceding the October 1 increase.

34.02 Flat Rate Calculations

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

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

34.03 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 Employee who is not engaged in this capacity for the full month.

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

ARTICLE 35 RETROACTIVE PAY

35.01 The Company shall pay full retroactive wages, overtime and holiday pay from the date of expiry of the previous Collective Agreement until the date of signing of the new one to all Employees.

ARTICLE 36 UNION DISPATCH FEE

36.01 The Company agrees to pay to the Guild, monthly, the agreed Hiring Hall Fee of:

October 1, 2014	One dollar forty-two cents (\$1.42)
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for each day the Employee is in the employ of the Company.

Calculation example:

\$1.42 (per day) x 30.42 (average month) = forty-three dollars twenty cents
(\$43.20) times the number of Employees = monthly contribution.

ARTICLE 37 NOISE LEVEL READINGS

37.01 The Company agrees that it shall have noise level readings taken on all of their vessels.

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

37.03 All noise level readings are to be made available to the Guild for inspection upon request. Any subsequent noise level readings the Guild will be supplied with copies of findings.

37.04 Noise level readings shall be taken as follows:

1. 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
2. Should the Guild dispute any noise level readings tendered, the Guild may then require further noise level readings with a Guild Representative in attendance.

37.05 Audiometric Testing

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

37.06 Hearing Protection

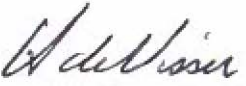
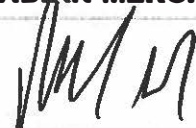




On vessels where there exists steady state and impact noise considered excessive, Employees shall be provided with adequate hearing protective devices. The noise exposure levels and standards of protective equipment shall be as provided for in the WCB Industrial Health and Safety Regulations of BC.

ARTICLE 38 CONTINUOUSLY CREWED HARBOUR VESSELS

- 38.01** Continuously crewed harbour vessels will operate on a twelve (12) hour shift basis.
- 38.02** Each shift will be crewed with a Master and a Deckhand.
- 38.03** Crew rotation schedule will be one week on followed by one week off "week about" rotation:
 - a) One week days
 - b) One week off
 - c) One week nights
 - d) One week off
- 38.04** Crews may be cancelled provided twelve (12) hours' notice is given
- 38.05** Failure to provide twelve (12) hours' notice will result in the crew sailing.
- 38.06** Crews working "Continuously Crewed Harbour Vessels" will waive their ten (10) days off.

ARTICLE 39 TERM of AGREEMENT

39.01 This Agreement shall be effective from **October 1, 2014** and continue in force until **September 30, 2017** and from year to year thereafter 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 31, 2017**. 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 unless the Parties mutually agree to commence collective bargaining within a different time parameter.

EXECUTED ON BEHALF OF ISLAND TUG AND BARGE LTD.	EXECUTED ON BEHALF OF THE CANADIAN MERCHANT SERVICE GUILD
	
<i>Hans de Visser - President</i>	<i>Capt. Roland Gerak - President</i>
	
<i>Jim Lochhead - VP Finance</i>	<i>Zulema Sanabria - Secretary Treasurer</i>
	
<i>Ferdi van de Kuljlen - Manager Operations</i>	<i>Robert Samson - Business Agent</i>

Dated at Vancouver, BC	this 5th day of	May, 2015
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APPENDIX "A"

List of Vessels

GROUP II (0 - 550 BHP)

Georgia Transporter

GROUP IV (901 - 1300 BHP)

Island Crown

Island Defender

Island Scout

GROUP V (1301 - 1800 BHP)

Cindy Mozel

Island Crown

Island Scout

GROUP VII (2401 - 3100 BHP)

Island Monarch

Island Tugger

APPENDIX "B"
CMSG Wage Rates

October 1, 2014: One and half per cent (1.5%)*
*Actual increase is 1.5%

October 1, 2015: Two per cent (2%) across the board increase
or COLA, whichever is greater**

October 1, 2016: Two per cent (2%) across the board increase
or COLA, whichever is greater**

** 2015 and 2016 tables are subject to change if Vancouver CPI is higher.

COLA (Cost of Living Adjustment) will be based on annual Vancouver CPI (Consumer Price Index) for the month of March as published in April preceding the October 1 increase.

APPENDIX "B"

Wage Rates

CMSG and Island Tug and Barge Ltd.

Effective - October 1, 2014 – 1.5% Increase or COLA, whichever is greater

MASTERS

Group	Monthly Basic	Calendar Day	Pay for Leave	Earnings Per Day Worked	Rate per Hour	Time and One-Half	Double Time
2	6,978.39	229.40	284.46	513.86	42.82	64.23	85.64
3	7,201.56	236.74	293.56	530.30	44.19	66.29	88.38
4	7,444.84	244.74	303.48	548.22	45.69	68.54	91.38
5	7,696.69	253.01	313.73	566.74	47.23	70.85	94.46
6	7,948.61	261.30	324.01	585.31	48.78	73.17	97.56
	8,456.04	277.98	344.70	622.68	51.89	77.84	103.78
7	8,200.54	269.58	334.28	603.86	50.32	75.48	100.64
	8,707.92	286.26	354.96	641.22	53.44	80.16	106.88
8	8,459.27	278.08	344.82	622.90	51.91	77.87	103.82
	8,966.27	294.75	365.49	660.24	55.02	82.53	110.04
9	8,711.21	286.36	355.09	641.45	53.45	80.18	106.90
	9,218.60	303.04	375.77	678.81	56.57	84.86	113.14

**Note: Second Rates are for Non-Watchkeepers.
This table reflects 1.5% increase.**

APPENDIX "B"**Wage Rates****CMSG and Island Tug and Barge Ltd.****Effective - October 1, 2014 - 1.5% Increase or COLA, whichever is greater****CHIEF ENGINEERS**

Group	Monthly Basic	Calendar Day	Pay for Leave	Earnings Per Day Worked	Rate per Hour	Time and One-Half	Double Time
2	6,742.29	221.64	274.83	496.47	41.37	62.06	82.74
3	6,964.77	228.95	283.90	512.85	42.74	64.11	85.48
4	7,201.56	236.74	293.56	530.30	44.19	66.29	88.38
5	7,444.84	244.74	303.48	548.22	45.69	68.54	91.38
6	7,696.69	253.01	313.73	566.74	47.23	70.85	94.46
7	7,948.61	261.30	324.01	585.31	48.78	73.17	97.56
8	8,200.54	269.58	334.28	603.86	50.32	75.48	100.64
9	8,459.27	278.08	344.82	622.90	51.91	77.87	103.82

Note: This table reflects 1.5% increase.

APPENDIX "B"

Wage Rates

CMSG and Island Tug and Barge Ltd.

Effective - October 1, 2014 – 1.5% Increase or COLA, whichever is greater

MATES and SECOND ENGINEERS							
Group	Monthly Basic	Calendar Day	Pay for Leave	Earnings Per Day Worked	Rate per Hour	Time and One-Half	Double Time
2	6,239.81	205.12	254.35	459.47	38.29	57.44	76.58
3	6,342.89	208.51	258.55	467.06	38.92	58.38	77.84
4	6,450.39	212.04	262.93	474.97	39.58	59.37	79.16
5	6,572.73	216.07	267.93	484.00	40.33	60.50	80.66
6	6,714.78	220.74	273.72	494.46	41.21	61.82	82.42
7	6,873.41	225.95	280.18	506.13	42.18	63.27	84.36
8	7,032.09	231.17	286.65	517.82	43.15	64.73	86.30
9	7,186.80	236.25	292.95	529.20	44.10	66.15	88.20

Note: This table reflects 1.5% increase.

APPENDIX "B"

Wage Rates

CMSG and Island Tug and Barge Ltd.

Effective - October 1, 2014 - 1.5% Increase or COLA, whichever is greater

SECOND MATES and THIRD ENGINEERS

Group	Monthly Basic	Calendar Day	Pay for Leave	Earnings Per Day Worked	Rate per Hour	Time and One-Half	Double Time
2	6,224.94	204.63	253.74	458.37	38.20	57.30	76.40
3	6,328.02	208.02	257.94	465.96	38.83	58.25	77.66
4	6,435.53	211.56	262.33	473.89	39.49	59.24	78.98
5	6,557.86	215.58	267.32	482.90	40.24	60.36	80.48
6	6,699.93	220.25	273.11	493.36	41.11	61.67	82.22
7	6,858.53	225.46	279.57	505.03	42.09	63.14	84.18
8	7,017.24	230.68	286.04	516.72	43.06	64.59	86.12
9	7,171.92	235.76	292.34	528.10	44.01	66.02	88.02

Note: This table reflects 1.5% Increase.

APPENDIX "B"

Wage Rates

CMSG and Island Tug and Barge Ltd.

Effective - October 1, 2014 – 1.5% Increase or COLA, whichever is greater

NEW HIRES in POSITION of SECOND MATE, THIRD ENGINEER

Group	Monthly Basic	Calendar Day	Pay for Leave	Earnings Per Day Worked	Rate per Hour	Time and One-Half	Double Time
2	6,172.24	202.90	251.60	454.50	37.88	56.82	75.76
3	6,275.31	206.29	255.80	462.09	38.51	57.77	77.02
4	6,382.83	209.82	260.18	470.00	39.17	58.76	78.34
5	6,505.18	213.85	265.17	479.02	39.92	59.88	79.84
6	6,647.21	218.51	270.95	489.46	40.79	61.19	81.58
7	6,805.85	223.73	277.43	501.16	41.76	62.64	83.52
8	6,964.51	228.95	283.90	512.85	42.74	64.11	85.48
9	7,119.25	234.03	290.20	524.23	43.69	65.54	87.38

Note: This table reflects 1.5% increase.

APPENDIX "B"**Wage Rates****CMSG and Island Tug and Barge Ltd.****Effective - October 1, 2014 - 1.5% Increase or COLA, whichever is greater****NON-CERTIFICATED MATES and SECOND ENGINEERS**

Group	Monthly Basic	Calendar Day	Pay for Leave	Earnings Per Day Worked	Rate per Hour	Time and One-Half	Double Time
2	6,070.35	199.55	247.44	446.99	37.25	55.88	74.50
3	6,173.38	202.94	251.65	454.59	37.88	56.82	75.76
4	6,280.91	206.47	256.02	462.49	38.54	57.81	77.08
5	6,403.22	210.49	261.01	471.50	39.29	58.94	78.58
6	6,596.14	216.84	268.88	485.72	40.48	60.72	80.96
7	6,703.90	220.38	273.27	493.65	41.14	61.71	82.28
8	6,862.60	225.60	279.74	505.34	42.11	63.17	84.22
9	7,017.28	230.68	286.04	516.72	43.06	64.59	86.12

Note: This table reflects 1.5% increase.

APPENDIX "B"

Wage Rates

CMSG and Island Tug and Barge Ltd.

Effective - October 1, 2014 - 1.5% Increase or COLA, whichever is greater

TWELVE HOUR VESSELS / TWELVE HOUR PERSONNEL

Group	Monthly Basic	Calendar Day	Pay for Leave	Earnings Per Day Worked	Rate per Hour	Time and One-Half	Double Time
Deck Hand	5,368.76	176.49	218.85	395.34	32.95	49.43	65.90
D/H Shift Tug	5,454.67	179.31	222.34	401.65	33.47	50.21	66.94
Cook	5,496.20	180.68	224.04	404.72	33.73	50.60	67.46
D/H - Cook	5,524.95	181.62	225.21	406.83	33.90	50.85	67.80

Note: This table reflects 1.5% increase.

APPENDIX "B"**Wage Rates****CMMSG and Island Tug and Barge Ltd.****Effective - October 1, 2015 - 2% Increase or COLA, whichever is greater**

MASTERS							
Group	Monthly Basic	Calendar Day	Pay for Leave	Earnings Per Day Worked	Rate per Hour	Time and One-Half	Double Time
2	7,117.96	233.99	290.15	524.14	43.68	65.52	87.36
3	7,345.59	241.47	299.42	540.89	45.07	67.61	90.14
4	7,593.74	249.63	309.54	559.17	46.60	69.90	93.20
5	7,850.62	258.07	320.01	578.08	48.17	72.26	96.34
6	8,107.58	266.52	330.48	597.00	49.75	74.63	99.50
	8,625.16	283.54	351.59	635.13	52.93	79.40	105.86
7	8,364.55	274.97	340.96	615.93	51.33	77.00	102.66
	8,882.08	291.98	362.06	654.04	54.50	81.75	109.00
8	8,628.46	283.64	351.71	635.35	52.95	79.43	105.90
	9,145.60	300.64	372.79	673.43	56.12	84.18	112.24
9	8,885.43	292.09	362.19	654.28	54.52	81.78	109.04
	9,402.97	309.10	383.28	692.38	57.70	86.55	115.40

Note:**Second Rates are for Non-Watchkeepers.****This table reflects 2% increase. Amounts are subject to change if April 2015 Vancouver CPI is higher.**

APPENDIX "B"

Wage Rates

CMSG and Island Tug and Barge Ltd.

Effective - October 1, 2015 - 2% Increase or COLA, whichever is greater

CHIEF ENGINEERS

Group	Monthly Basic	Calendar Day	Pay for Leave	Earnings Per Day Worked	Rate per Hour	Time and One-Half	Double Time
2	6,877.14	226.07	280.33	506.40	42.20	63.30	84.40
3	7,104.07	233.53	289.58	523.11	43.59	65.39	87.18
4	7,345.59	241.47	299.42	540.89	45.07	67.61	90.14
5	7,593.74	249.63	309.54	559.17	46.60	69.90	93.20
6	7,850.62	258.07	320.01	578.08	48.17	72.26	96.34
7	8,107.58	266.52	330.48	597.00	49.75	74.63	99.50
8	8,364.55	274.97	340.96	615.93	51.33	77.00	102.66
9	8,628.46	283.64	351.71	635.35	52.95	79.43	105.90

Note: This table reflects 2% Increase. Amounts are subject to change if April 2015 Vancouver CPI is higher.

APPENDIX "B"

Wage Rates

CMSG and Island Tug and Barge Ltd.

Effective - October 1, 2015 - 2% Increase or COLA, whichever is greater

MATES and SECOND ENGINEERS

Group	Monthly Basic	Calendar Day	Pay For Leave	Earnings Per Day Worked	Rate Per Hour	Time and One-Half	Double Time
2	6,364.61	209.22	259.43	468.65	39.05	58.58	78.10
3	6,469.75	212.68	263.72	476.40	39.70	59.55	79.40
4	6,579.40	216.29	268.20	484.49	40.37	60.56	80.74
5	6,704.18	220.39	273.28	493.67	41.14	61.71	82.28
6	6,849.08	225.15	279.19	504.34	42.03	63.05	84.06
7	7,010.88	230.47	285.78	516.25	43.02	64.53	86.04
8	7,172.73	235.79	292.38	528.17	44.01	66.02	88.02
9	7,330.54	240.98	298.82	539.80	44.98	67.47	89.96

Note: This table reflects 2% increase. Amounts are subject to change if April 2015 Vancouver CPI is higher.

APPENDIX "B"

Wage Rates

CMSG and Island Tug and Barge Ltd.

Effective - October 1, 2015 - 2% Increase or COLA, whichever is greater

SECOND MATES and THIRD ENGINEERS

Group	Monthly Basic	Calendar Day	Pay for Leave	Earnings Per Day Worked	Rate per Hour	Time and One-Half	Double Time
2	6,349.44	208.73	258.83	467.56	38.96	58.44	77.92
3	6,454.58	212.18	263.10	475.28	39.61	59.42	79.22
4	6,564.24	215.79	267.58	483.37	40.28	60.42	80.56
5	6,689.02	219.89	272.66	492.55	41.05	61.58	82.10
6	6,833.93	224.65	278.57	503.22	41.94	62.91	83.88
7	6,995.70	229.97	285.16	515.13	42.93	64.40	85.86
8	7,157.58	235.29	291.76	527.05	43.92	65.88	87.84
9	7,315.36	240.48	298.20	538.68	44.89	67.34	89.78

Note: This table reflects 2% increase. Amounts are subject to change if April 2015 Vancouver CPI is higher.

APPENDIX "B"

Wage Rates

CMSG and Island Tug and Barge Ltd.

Effective - October 1, 2015 - 2% increase or COLA, whichever is greater

NEW HIRES in POSITION of SECOND MATE, THIRD ENGINEER

Group	Monthly Basic	Calendar Day	Pay for Leave	Earnings Per Day Worked	Rate per Hour	Time and One-Half	Double Time
2	6,295.68	206.96	256.63	463.59	38.63	57.95	77.26
3	6,400.82	210.41	260.91	471.32	39.28	58.92	78.56
4	6,510.49	214.02	265.38	479.40	39.95	59.93	79.90
5	6,635.28	218.12	270.47	488.59	40.72	61.08	81.44
6	6,780.15	222.88	276.37	499.25	41.60	62.40	83.20
7	6,941.97	228.20	282.97	511.17	42.60	63.90	85.20
8	7,103.80	233.52	289.56	523.08	43.59	65.39	87.18
9	7,261.64	238.71	296.00	534.71	44.56	66.84	89.12

Note: This table reflects 2% increase. Amounts are subject to change if April 2015 Vancouver CPI is higher.

APPENDIX "B"

Wage Rates

CMSG and Island Tug and Barge Ltd.

Effective - October 1, 2015 - 2% Increase or COLA, whichever is greater

NON-CERTIFICATED MATES and SECOND ENGINEERS

Group	Monthly Basic	Calendar Day	Pay for Leave	Earnings Per Day Worked	Rate per Hour	Time and One-Half	Double Time
2	6,191.76	203.54	252.39	455.93	37.99	56.99	75.98
3	6,296.85	207.00	256.68	463.68	38.64	57.96	77.28
4	6,406.53	210.60	261.14	471.74	39.31	58.97	78.62
5	6,531.28	214.70	266.23	480.93	40.08	60.12	80.16
6	6,728.06	221.17	274.25	495.42	41.29	61.94	82.58
7	6,837.98	224.79	278.74	503.53	41.96	62.94	83.92
8	6,999.85	230.11	285.34	515.45	42.95	64.43	85.90
9	7,157.63	235.29	291.76	527.05	43.92	65.88	87.84

Note: This table reflects 2% increase. Amounts are subject to change if April 2015 Vancouver CPI is higher.

APPENDIX "B"

Wage Rates

CMSG and Island Tug and Barge Ltd.

Effective - October 1, 2015 - 2% Increase or COLA, whichever is greater

TWELVE HOUR VESSELS / TWELVE HOUR PERSONNEL

Group	Monthly Basic	Calendar Day	Pay for Leave	Earnings Per Day Worked	Rate per Hour	Time and One-Half	Double Time
Deck Hand	5,476.14	180.02	223.22	403.24	33.60	50.40	67.20
D/H Shift Tug	5,563.76	182.90	226.80	409.70	34.14	51.21	68.28
Cook	5,606.12	184.29	228.52	412.81	34.40	51.60	68.80
D/H - Cook	5,635.45	185.25	229.71	414.96	34.58	51.87	69.16

Note: This table reflects 2% increase. Amounts are subject to change if April 2015 Vancouver CPI is higher.

APPENDIX "B"

Wage Rates

CMSG and Island Tug and Barge Ltd.

Effective - October 1, 2016 - 2% Increase or COLA, whichever is greater

MASTERS

Group	Monthly Basic	Calendar Day	Pay for Leave	Earnings Per Day Worked	Rate per Hour	Time and One-Half	Double Time
2	7,260.32	238.67	295.95	534.62	44.55	66.83	89.10
3	7,492.50	246.30	305.41	551.71	45.98	68.97	91.96
4	7,745.61	254.62	315.73	570.35	47.53	71.30	95.06
5	8,007.63	263.24	326.42	589.66	49.14	73.71	98.28
6	8,269.73	271.85	337.09	608.94	50.75	76.13	101.50
	8,797.66	289.21	358.62	647.83	53.99	80.99	107.98
7	8,531.84	280.47	347.78	628.25	52.35	78.53	104.70
	9,059.72	297.82	369.30	667.12	55.59	83.39	111.18
8	8,801.03	289.32	358.76	648.08	54.01	81.02	108.02
	9,328.51	306.66	380.26	686.92	57.24	85.86	114.48
9	9,063.14	297.93	369.43	667.36	55.61	83.42	111.22
	9,591.03	315.29	390.96	706.25	58.85	88.28	117.70

Note:

Second Rates are for Non-Watchkeepers.

This table reflects 2% increase. Amounts are subject to change if April 2016 Vancouver CPI is higher.

APPENDIX "B"**Wage Rates****CMSG and Island Tug and Barge Ltd.****Effective - October 1, 2016 - 2% Increase or COLA, whichever is greater****CHIEF ENGINEERS**

Group	Monthly Basic	Calendar Day	Pay for Leave	Earnings Per Day Worked	Rate per Hour	Time and One-Half	Double Time
2	7,014.68	230.59	285.93	516.52	43.04	64.56	86.08
3	7,246.15	238.20	295.37	533.57	44.46	66.69	88.92
4	7,492.50	246.30	305.41	551.71	45.98	68.97	91.96
5	7,745.61	254.62	315.73	570.35	47.53	71.30	95.06
6	8,007.63	263.24	326.42	589.66	49.14	73.71	98.28
7	8,269.73	271.85	337.09	608.94	50.75	76.13	101.50
8	8,531.84	280.47	347.78	628.25	52.35	78.53	104.70
9	8,801.03	289.32	358.76	648.08	54.01	81.02	108.02

Note: This table reflects 2% increase. Amounts are subject to change if April 2016 Vancouver CPI is higher.

APPENDIX "B"

Wage Rates

CMSG and Island Tug and Barge Ltd.

Effective - October 1, 2016 - 2% Increase or COLA, whichever is greater

MATES and SECOND ENGINEERS

Group	Monthly Basic	Calendar Day	Pay for Leave	Earnings Per Day Worked	Rate per Hour	Time and One-Half	Double Time
2	6,491.90	213.41	264.63	478.04	39.84	59.76	79.68
3	6,599.15	216.93	268.99	485.92	40.49	60.74	80.98
4	6,710.99	220.61	273.56	494.17	41.18	61.77	82.36
5	6,838.26	224.79	278.74	503.53	41.96	62.94	83.92
6	6,986.06	229.65	284.77	514.42	42.87	64.31	85.74
7	7,151.10	235.08	291.50	526.58	43.88	65.82	87.76
8	7,316.18	240.51	298.23	538.74	44.90	67.35	89.80
9	7,477.15	245.80	304.79	550.59	45.88	68.82	91.76

Note: This table reflects 2% increase. Amounts are subject to change if April 2016 Vancouver CPI is higher.

APPENDIX "B"**Wage Rates****CMSG and Island Tug and Barge Ltd.****Effective - October 1, 2016 - 2% Increase or COLA, whichever is greater****SECOND MATES and THIRD ENGINEERS**

Group	Monthly Basic	Calendar Day	Pay for Leave	Earnings Per Day Worked	Rate per Hour	Time and One-Half	Double Time
2	6,476.43	212.90	264.00	476.90	39.74	59.61	79.48
3	6,583.67	216.43	268.37	484.80	40.40	60.60	80.80
4	6,695.52	220.10	272.92	493.02	41.09	61.64	82.18
5	6,822.80	224.29	278.12	502.41	41.87	62.81	83.74
6	6,970.61	229.15	284.15	513.30	42.78	64.17	85.56
7	7,135.61	234.57	290.87	525.44	43.79	65.69	87.58
8	7,300.73	240.00	297.60	537.60	44.80	67.20	89.60
9	7,461.67	245.29	304.16	549.45	45.79	68.69	91.58

Note: This table reflects 2% increase. Amounts are subject to change if April 2016 Vancouver CPI is higher.

APPENDIX "B"

Wage Rates

CMSG and Island Tug and Barge Ltd.

Effective - October 1, 2016 - 2% Increase or COLA, whichever is greater

NEW HIRES in POSITION of SECOND MATE, THIRD ENGINEER

Group	Monthly Basic	Calendar Day	Pay for Leave	Earnings Per Day Worked	Rate per Hour	Time and One-Half	Double Time
2	6,421.59	211.10	261.76	472.86	39.41	59.12	78.82
3	6,528.84	214.62	266.13	480.75	40.06	60.09	80.12
4	6,640.70	218.30	270.69	488.99	40.75	61.13	81.50
5	6,767.99	222.48	275.88	498.36	41.53	62.30	83.06
6	6,915.75	227.34	281.90	509.24	42.44	63.66	84.88
7	7,080.81	232.77	288.63	521.40	43.45	65.18	86.90
8	7,245.88	238.19	295.36	533.55	44.46	66.69	88.92
9	7,406.87	243.49	301.93	545.42	45.45	68.18	90.90

Note: This table reflects 2% increase. Amounts are subject to change if April 2016 Vancouver CPI is higher.

APPENDIX "B"**Wage Rates****CMSSG and Island Tug and Barge Ltd.****Effective - October 1, 2016 - 2% Increase or COLA, whichever is greater****NON-CERTIFICATED MATES and SECOND ENGINEERS**

Group	Monthly Basic	Calendar Day	Pay for Leave	Earnings Per Day Worked	Rate per Hour	Time and One-Half	Double Time
2	6,315.60	207.61	257.44	465.05	38.75	58.13	77.50
3	6,422.79	211.14	261.81	472.95	39.41	59.12	78.82
4	6,534.66	214.81	266.36	481.17	40.10	60.15	80.20
5	6,661.91	219.00	271.56	490.56	40.88	61.32	81.76
6	6,862.62	225.60	279.74	505.34	42.11	63.17	84.22
7	6,974.74	229.28	284.31	513.59	42.80	64.20	85.60
8	7,139.85	234.71	291.04	525.75	43.81	65.72	87.62
9	7,300.78	240.00	297.60	537.60	44.80	67.20	89.60

Note: This table reflects 2% increase. Amounts are subject to change if April 2016 Vancouver CPI is higher.

APPENDIX "B"

Wage Rates

CMSG and Island Tug and Barge Ltd.

Effective - October 1, 2016 - 2% Increase or COLA, whichever is greater

TWELVE HOUR VESSELS / TWELVE HOUR PERSONNEL

Group	Monthly Basic	Calendar Day	Pay for Leave	Earnings Per Day Worked	Rate per Hour	Time and One-Half	Double Time
Deck Hand	5,585.66	183.62	227.69	411.31	34.28	51.42	68.56
D/H Shift Tug	5,675.04	186.56	231.33	417.89	34.82	52.23	69.64
Cook	5,718.24	187.98	233.10	421.08	35.09	52.64	70.18
D/H - Cook	5,748.16	188.96	234.31	423.27	35.27	52.91	70.54

Note: This table reflects 2% increase. Amounts are subject to change if April 2016 Vancouver CPI is higher.

APPENDIX "C"

Credit Agreement to Repay Wage Advances

Island Tug and Barge Ltd.

Date

Dear Sir/Madam:

The purpose of this letter is to set out the credit arrangement between us with respect to all monies advanced to me by your firm. I hereby acknowledge these monies as my debt to you which I shall repay at first opportunity from future earnings from your firm.

Should I not return-to-work within twelve (12) months of my initial absence or find employment elsewhere, 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 earlier of the first (1st) day of each month commencing the first (1st) day of the fourteenth (14th) month of my initial absence from your employ or the second (2nd) month of employment elsewhere.

In the event of my death, the full amount shall be immediately due and owing from any life insurance proceeds or secondly, from my estate. In the event of any default by me under this letter agreement, including failure to make a payment as agreed, the full amount shall also be immediately due and owing. I hereby assign to your firm and authorize you to deduct all amounts owing to me at any time for vacation pay or any other payment and shall apply such amounts against the debt.

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

- a) Any Long-Term Disability Plan;
- b) Guild Pension Plan or any other pension plan without limitation;
- c) Amounts payable to me by any other Employer;
- d) Proceeds of any Life Insurance policy;
- e) Amounts payable to me by you, including without limitation vacation pay.

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

I agree that this Letter of Agreement shall serve as an irrevocable direction to the Parties making the payments referred to under (a) to (d) above to directly pay to you the stipulated monthly amount or, on demand, death or default, the full outstanding amount, until the debt is re-paid in full.

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

Yours truly,

APPENDIX "D"
Letter of Understanding

RE: Payroll Procedures

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

Dear Sir:

Payroll Procedures

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

1. **Pay**
The Company will continue to pay its' officers in the current manner for the duration of the Agreement.
2. **Layday Positions**
When wage increments, provided for in the wage schedule are effected, the Employee's lay day position will be determined by the amount of dollars (plus or minus) in his lay day account divided by his new dally pay rate.
3. **Pay Statements**
All Officers shall be supplied with a payroll statement at the end of each pay period. Such pay statement shall clearly indicate:
 - a) Days worked and rate paid.
 - b) The number of laydays earned during the period.
 - c) The number of days carried over from the previous period.
 - d) The balance of days at the end of the pay period.
 - e) The amount of annual holiday credits earned during the period and the total accrual to date.
 - f) Statutory holiday pay.
 - g) Earnings pertaining to "Duties Other Than as an Officer".
 - h) Earnings pertaining to "Officers Working by the Vessel" Article.
 - i) Overtime.
 - j) Subsistence, engine servicing.
 - k) Other.
 - l) Gross Earnings.
 - m) Deductions.
 - n) Net earnings.
4. Upon request by an Employee his "converted overtime to leave" will be shown on his pay statement.
5. Any proposed change in payroll procedures will be by mutual agreement between the Parties.
6. Any Company adjustments/alterations to a payroll submission/claim will be "noted" on the payroll statement.
7. Errors on the payroll due to interpretation of the Collective Agreement will be corrected for the extent of the error.
8. Employees with individual payroll errors can dispute a payroll statement up to twelve (12) months from the issue date.

APPENDIX "E"
Letter of Understanding

RE: New Hire Officer Declaration of Guild Membership Status

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

Attention: Secretary-Treasurer

Dear Sir:

New Hire Officer Declaration of Guild Membership Status

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

Yours truly

SUGGESTED LETTER FORMAT

TO: Island Tug and Barge Ltd.

FROM: (New Officer)

Dear Sirs,

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

Yours truly,

(signature)

APPENDIX "G"
Letter of Understanding

RE: Reasonable Costs

Canadian Merchant Service Guild
230 West Broadway
Vancouver, BC

Attention: Secretary-Treasurer

Dear Sir:

ARTICLE 33.03 – "Reasonable Costs"

Some question has arisen as to the meaning of the term "reasonable costs" as it appears in ARTICLE 33.03 of the Agreement. I explained during negotiations that "reasonable costs incurred in moving and relocating family and belongings" would vary according to the circumstances.

It is our expectation that in the event an Officer is requested to transfer, he would secure quotations from at least two (2) moving firms and submit them to his Company. Other things being equal, the lowest of the two (2) 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 "H"
Employee Apprenticeship Program

1. The apprentice Master candidates shall engage in several weeks of training of a supernumerary basis. The training program will be individually tailored to address the specific requirements of each trainee based on pre-training assessments. Notwithstanding the acknowledgement that individuals require different levels and lengths of training, the Parties agree, upon request, a progress report will be issued to determine the progress of the trainee in comparison to the pre-training assessment goals.
2. Upon satisfactory completion of the Apprentice program, the candidate will be eligible for the next permanent Master position or for relief opportunities.
3. In the case of a permanent Master position coming available, the position will be posted for competition. If an Apprentice candidate is successful in the competition and awarded the position, he/she shall then accrue all seniority and wage rates as a Master and relinquish his/her previous lesser posting entitlement.
4. In the case of a candidate, once successfully completing the Apprentice training, and is assigned relief opportunities, he/she will retain all seniority rights; including accrual of seniority, of his/her posted position. The candidate, when performing relief Master duties, will be paid at the Master rate and accrue seniority as a Master and have all rights as a Master contained in the Collective Agreement.
5. Recognizing the Employer has a long standing practice of accident investigation, the Parties agree to be guided by practice in the event an accident occurs while the vessel is under the control of the trainee. Any discipline arising from the accident will be open to the regular grievance procedure pursuant to the Collective Agreement.
6. The Parties agree this undertaking is jointly taken in good faith and may be cancelled at any time during the life of this agreement with thirty (30) days written notice by either Party.
7. The Company shall endeavor to have Apprentice Masters available for relief positions that may become available at all times.
8. The company shall endeavor to have Deckhands ready to sail in the capacity of Mate, at all times, to facilitate Apprentice Master's ability to train in the Master's Apprentice program.

APPENDIX "I"

Bargemen

ARTICLE "I - 1" - PURPOSE

- "I" - 1.1** The following sets out in more detail, and is intended to supplement the terms and conditions as set out within the Collective Agreement as they pertain specifically to Bargemen.

ARTICLE "I - 2" - DUTIES

- "I" - 2.1** Bargemen work shall be defined as all duties related to the loading or discharging of barges.
- "I" - 2.2** In cases of oil barges only, Bargemen shall be employed to perform loading or discharge functions. Employees sailing in other categories covered by this Collective Agreement may be used in place of Bargemen where none are available.
- "I" - 2.3** Bargemen shall not be required to gauge customer's tanks unless accompanied by a customer's Representative or a crew Member.
- "I" - 2.4** Bargemen will not be expected to perform duties that they have not been trained for.

ARTICLE "I - 3" - PAY RATE

- "I" - 3.1** It is agreed that all Bargemen will be compensated at the pay rate as follows: Qualified means qualifications, experience and ability sufficient to do the job on each individual barge.
- "I" - 3.2** Bargemen shall be paid in accordance with the provisions of Section 20.01 for the following:
- 3.2.1 Cleaning bilges in tunnels and pump-rooms.
 - 3.2.2 Oil spills (unless caused by themselves).
 - 3.2.3 Oil changes.
- "I" - 3.3** In the case where loading or unloading takes more than twelve (12) hours, the relief Bargemen shall be paid one (1) hour straight time pay for handover in addition to hours worked. It is understood that this is a premium only and does not count towards work hours in Article 4. The handover premium will not be paid if the total time including handover hour at work place is six (6) hours or less.
- "I" - 3.4** Each Bargeman will be paid a premium of one (1) hour straight time per day worked or one-half (½) hour per one-half (½) day worked in addition to his basic salary for:
- a) Completing transfer operations and sailing in the same day.
 - b) Washing down the barge as needed.
 - c) All Bargemen activities performed off the job site (phone calls, load planning, etc.).

APPENDIX "I"
Wage Rates
CMSG and Island Tug and Barge Ltd.
BARGEMEN

Effective - October 1, 2014 - 1.5% Increase or COLA, whichever is greater

No. of Barges Qualified	Monthly Basic	Calendar Day	Pay for Leave	Earnings Per Day Worked	Rate per Hour	Time and One-Half	Double Time
1 Barge	6,572.73	216.07	267.93	484.00	40.33	60.50	80.66
2 Barges	6,714.78	220.74	273.72	494.46	41.21	61.82	82.42
3 Barges	6,873.41	225.95	280.18	506.13	42.18	63.27	84.36
4 Barges	7,032.09	231.17	286.65	517.82	43.15	64.73	86.30
5 + Barges	7,186.80	236.25	292.95	529.20	44.10	66.15	88.20

NOTE: This table reflects 1.5% increase.

Effective - October 1, 2015 - 2% Increase or COLA, whichever is greater

No. of Barges Qualified	Monthly Basic	Calendar Day	Pay for Leave	Earnings Per Day Worked	Rate per Hour	Time and One-Half	Double Time
1 Barge	6,704.18	220.39	273.28	493.67	41.14	61.71	82.28
2 Barges	6,849.08	225.15	279.19	504.34	42.03	63.05	84.06
3 Barges	7,010.88	230.47	285.78	516.25	43.02	64.53	86.04
4 Barges	7,172.73	235.79	292.38	528.17	44.01	66.02	88.02
5 + Barges	7,330.54	240.98	298.82	539.80	44.98	67.47	89.96

NOTE: This table reflects 2% increase. Amounts are subject to change if April 2015 Vancouver CPI is higher

Effective - October 1, 2016 - 2% Increase or COLA, whichever is greater

No. of Barges Qualified	Monthly Basic	Calendar Day	Pay for Leave	Earnings Per Day Worked	Rate per Hour	Time and One-Half	Double Time
1 Barge	6,838.26	224.79	278.74	503.53	41.96	62.94	83.92
2 Barges	6,986.06	229.65	284.77	514.42	42.87	64.31	85.74
3 Barges	7,151.10	235.08	291.50	526.58	43.88	65.82	87.76
4 Barges	7,316.18	240.51	298.23	538.74	44.90	67.35	89.80
5 + Barges	7,477.15	245.80	304.79	550.59	45.88	68.82	91.76

NOTE: This table reflects 2% increase. Amounts are subject to change if April 2016 Vancouver CPI is higher

ARTICLE "I" - 4" - WORK HOURS

- "I" - 4.1** All time worked shall be calculated on a daily basis (00:01-24:00) and twelve (12) hours shall constitute one (1) days' pay. Bargemen shall be paid a minimum of six (6) hours pay for any time worked in a day. Any time worked in excess of six (6) hours in a day shall be paid as follows:
- Six (6) to twelve (12) hours: twelve (12) hours pay
 - Twelve (12) to fifteen (15) hours: twelve (12) hours pay plus excess hours
 - Excess hours are equal to three (3) hours of overtime which are subject to Appendix "L".
- "I" - 4.2** Bargemen shall not work more than fifteen (15) consecutive hours. If work is to be longer than fifteen (15) hours, relief will be provided or the operation will be suspended for eight (8) hours to provide rest for the Bargeman.
- "I" - 4.3** Bargemen shall not be required to work on their scheduled ten (10) days off. If Bargemen are called to work on their ten (10) days off, they will be paid at overtime rate for those days worked.
- "I" - 4.4** In Vancouver Harbor when work is to exceed twelve (12) hours, sufficient Bargemen shall be employed so that the total time worked by one (1) man shall not exceed twelve (12) hours. This shall be known as the two man rule. If for reasons beyond the control of the Company, the two (2) man rule cannot be followed, and then Bargemen on completing twelve (12) hours of work shall be entitled to an eight (8) hour rest period before returning to work. Where barges load or discharge at more than one (1) location, Bargemen shall be paid as if the operation was continuous from the commencement of loading or discharging at the first location to completion of the discharge or loading at the other location(s).
In home dock, when work is to exceed twelve (12) hours and the Bargeman is required to return for relief after completing twelve (12) hours or for another job on a different barge, he shall be entitled to eleven (11) hours rest period before returning to work in home dock.
- "I" - 4.5** Bargemen shall be considered as having commenced work upon arrival at the Company's home dock facilities.
- "I" - 4.6** Bargemen called to work at 24:00 hours will be provided with relief at 06:00 hours if the job is expected to last eight (8) hours or longer.
- "I" - 4.7** See Appendix "L", 3.
- "I" - 4.8**
- a. Where barges load or discharge at more than one terminal, time worked shall be deemed to be continuous.
 - b. Where the Bargeman is not permitted to rest aboard an attending or available tug for a minimum of eight (8) hours or is not permitted eight (8) consecutive hours free and clear of duty, his time will be considered continuous.

- c. Bargeman shall have the right to refuse work the following day if less than eight (8) hours of rest is provided, regardless of their red day balance. The Bargemen must give the Office 24 hour notice of refusal.

"I" – 4.9 Bargemen shall work on a calendar day system and starting time may vary during the calendar day, however, they shall be exempt from the provisions of Articles 16.07 and 30.04 of the Collective Agreement.

"I" – 4.10 If a Bargeman works more than fourteen (14) consecutive days of transfer operations, he may request leave and a minimum of twenty-four (24) hours of leave will not be unreasonably denied.

For voyages of greater than fourteen (14) days in length, this Clause will not apply.
For this Clause, Article 12.12 (2) will not apply.

"I" – 4.11 When Bargemen complete their full twelve (12) hour shift in the home dock and have to wait for a vessel to sail with and/or for rest, waiting time of three (3) hours or less shall be considered as continuous and be paid as excess hours. During this waiting time, a Bargeman is expected to undertake barge maintenance and/or other related duties as assigned. During this waiting time, a Bargeman may elect not to undertake barge maintenance and/or other duties as assigned, and forego payment of excess hours in this Clause.

ARTICLE "I – 5" – MEALS

"I" – 5.1 Given the nature of the work it is recognized that Bargemen may be required to perform their duties at varying hours of the day he shall receive the subsistence allowance based on the following:

- Six (6) hours or less shift: fourteen dollars eighty-six cents (\$14.86)
- Six (6) to nine (9) hour shift: twenty-nine dollars seventy-one cents (\$29.71)
- Nine (9) to twelve (12) hour shift: fifty-one dollars twelve cents (\$51.12)

SHIFT	Oct 1/14 Sep 30/15 (1.5% or COLA)*	Oct 1/15 Sep 30/16 (2% or COLA)**	Oct 1/16 Sep 30/17 (2% or COLA)**
Less than 6 Hrs.	\$14.86	\$15.16	\$15.46
6 to 9 Hrs.	\$29.71	\$30.30	\$30.91
9 to 12 Hrs.	\$51.12	\$52.14	\$53.18

* This amount reflects 1.5% increase.

** 2015 and 2016 reflects 2% increase. Tables are subject to change if Vancouver CPI is higher.

COLA (Cost of Living Adjustment) will be based on annual Vancouver CPI (Consumer Price Index) for the month of March as published in April preceding the October 1 increase.

"I" – 5.2 Where the cost of the meal exceeds this amount, then he shall be reimbursed for reasonable meal costs by providing the Company a receipt. Where Bargemen are sailing with the vessel, then accommodations and messing shall be provided by the Company and no dally allowance will be applicable.

ARTICLE "I – 6" – TRANSPORTATION

"I" – 6.1 The rate prescribed by the Canada Revenue Agency for kilometer reimbursement shall be paid for each kilometer driven by Bargemen in their own vehicle on Company business. Such mileage (see attached travel distances chart) shall be measured between the assigned home dock of the Company and location of work. The Company will reimburse Bargemen for the difference in cost in upgrading standard ICBC automobile insurance from the to-and-from work category to the "business category" upon production of the receipt.

The Company and the Guild agree that this allowance will be reviewed pursuant to Article 33.04 of the Collective Agreement.

ARTICLE "I – 7" – TRAINING and EQUIPMENT

"I" – 7.1 When a new Bargemen is hired, basic training should be provided on a barge that is not in service.

"I" – 7.2 An Employee will be paid one (1) hours pay in addition to his regular pay for any shift he is assigned by the Company to train another Employee pursuant to Article 18.06 of the Collective Agreement.

"I" – 7.3 The Company will supply annually, before February 1st, two (2) pair (one blue and one tan) of good quality coveralls (Nomex or equivalent fire resistant).

ARTICLE "I – 8" – SAFETY

"I" – 8.1 A stand-by man shall be provided from the plant or tug when Bargemen are unable to oversee the off-loading operation.

"I" – 8.2 Bargemen are to exercise discretion as need be for safety re: flow rate or when loading multi product barges. These shall be no discrimination or discipline to Bargemen exercising said discretion.

TRAVEL CHART

START	STOP	KM	START	STOP	KM
GROUP 1 BERRY POINT SOUTH ROUTE			GROUP 1 IOCO SOUTH ROUTE		
BERRY POINT	IOCO	18.60	IOCO	IOCO	0.00
BERRY POINT	PETROCANADA	11.00	IOCO	PETROCANADA	13.30
BERRY POINT	SHELLBURN	7.00	IOCO	SHELLBURN	18.00
BERRY POINT	STANOVAN	2.00	IOCO	STANOVAN	20.60
BERRY POINT	CASCADIA	7.60	IOCO	CASCADIA	25.00
BERRY POINT	VANTERM	11.60	IOCO	VANTERM	29.00
BERRY POINT	UGG	8.60	IOCO	UGG	26.00
BERRY POINT	ROGERS ST.	9.60	IOCO	ROGERS ST.	27.00
BERRY POINT	BALLANTYNE	12.60	IOCO	BALLANTYNE	30.00
BERRY POINT	CENTERM	14.00	IOCO	CENTERM	31.00
BERRY POINT	CANADA PLACE	16.00	IOCO	CANADA PLACE	33.00
BERRY POINT	COAL HARBOR	18.00	IOCO	COAL HARBOR	35.00
GROUP 2 BERRY POINT NORTH ROUTE			GROUP 2 IOCO NORTH ROUTE		
BERRY POINT	LYNNTERM	10.00	IOCO	LYNNTERM	27.00
BERRY POINT	NEPTUNE	11.00	IOCO	NEPTUNE	28.00
BERRY POINT	SASKATCHEWAN	11.00	IOCO	SASKATCHEWAN	28.00
BERRY POINT	JR	12.50	IOCO	JR	29.50
BERRY POINT	CATES	13.10	IOCO	CATES	30.10
BERRY POINT	FIBERCO	16.00	IOCO	FIBERCO	33.00
BERRY POINT	VANWHARF	17.60	IOCO	VANWHARF	34.60
BERRY POINT	FRASERWHARF	30.00	IOCO	FRASERWHARF	46.60
IF TRAVEL BETWEEN SOUTH AND NORTH ROUTES JUST ADD DISTANCES FROM TERMINALS					
SPLIT POINT	IOCO	22.00	SPLIT POINT	LYNNTERM	5.00
SPLIT POINT	PETROCANADA	16.00	SPLIT POINT	NEPTUNE	6.00
SPLIT POINT	SHELLBURN	12.00	SPLIT POINT	SASKATCHEWAN	6.00
SPLIT POINT	STANOVAN	7.00	SPLIT POINT	JR	7.50
SPLIT POINT	CASCADIA	2.00	SPLIT POINT	CATES	8.10
SPLIT POINT	VANTERM	6.00	SPLIT POINT	FIBERCO	11.00
SPLIT POINT	UGG	4.00	SPLIT POINT	VANWHARF	12.60
SPLIT POINT	ROGERS ST.	5.00	SPLIT POINT	FRASERWHARF	24.60
SPLIT POINT	BALLANTYNE	7.00	NOTE: WHEN TRAVEL IN SAME GROUP 1 OR 2 JUST USE DIFFERENCE BETWEEN KM SPLIT POINT IS INTERSECTION HASTINGS at HIGHWAY 1		
SPLIT POINT	CENTERM	9.00			
SPLIT POINT	CANADA PLACE	11.00			
SPLIT POINT	COAL HARBOR	13.00			

APPENDIX "J"

Labour — Management Committee

The Company and the Guild agree to form a joint Labour-Management Committee which will consist of Guild Members, a Guild Representative and Management of the Company. The Federal Mediation and Conciliation Service may be requested by either Party to assist the Parties as required. The Parties will reach agreement on terms of reference which shall include scheduling.

<excerpt from>

Canada Shipping Act

Crewing Regulations

Division 2

Hours of Rest

Application

12. This Division does not apply in respect of
- (a) pleasure craft; or
 - (b) fishing vessels of less than 100 tons.
- SOR/2002-151, s. 25.

General

13. (1) The master of a ship or, in the case of a MODU to which Division 6 applies, the offshore installation manager shall ensure that the complement on board is sufficient in number and organized efficiently in a watchkeeping system and work system that meet the requirements of these Regulations.
- (2) The master of a ship or, in the case of a MODU to which Division 6 applies, the offshore installation manager shall ensure that the master or offshore installation manager and each member of the complement have
- (a) a period of rest of not less than six consecutive hours in every 24-hour period; and
 - (b) at least 16 hours of rest in every 48-hour period.
- (3) Not more than 18 hours and not less than six hours shall elapse between the end of a period of rest and the beginning of the next period of rest.

Prior Employment

14. Where a person employed on a ship was, immediately prior to that employment, employed by the same employer in any capacity on a ship or on shore, the last day of the prior employment shall be counted as employment on the ship for the purposes of section 13.

Emergency Duty

15. Where a member of the complement is, during the member's period of rest, required to attend to an emergency or participate in an emergency drill, the time so spent shall be counted as part of the period of rest for the purposes of section 13.

APPENDIX "L"

Lay Days

1. Lay Days

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) in exchange for his basic monthly pay.

This is the basic monthly time. 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**" lay day balance for that month.

If in a month an Employee works more than his basic monthly time, it will create a positive or "**Black**" lay day 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 lay day balance is:

- a) Less than one (1) basic monthly pay to the negative, the Employee will not be required to apply any overtime (OT) pay or premium payments listed in this Appendix to reduce the negative balance.
- b) Overtime (OT) earned on the ten (10) days off will first be applied to any negative lay day balance.
- c) Greater than one (1) basic monthly pay to the negative, the Employee will be required to apply overtime (OT) pay, Duties other Than (DoT) pay, and Call-Out (CO) pay in the current month to reduce the negative balance.
Previously banked overtime (OT) and banked statutory holidays will be excluded.
Payments per Articles 26.02, Article 34 and Engineer's Daily Pay (Article TBA) will be excluded.
- d) More than two (2) times his basic monthly pay to the negative, the Employee will be required to apply the following to reduce the negative balance:
 - 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;
 - v) Payments per Articles 26.02, Article 34, Engineer's Daily Pay (Article TBA), Bargeman's Handover and Daily Premium (Appendix I – Article 3.4) Sougee Pay (Article 19.04 (4)), Extra Meals Allowance (Article 20.04 (2)) and Short Notice Pay (Article 30.02) will be included only with the agreement of the Employer.

2. Ten (10) Days Off

Employees shall not be required to work on their scheduled ten (10) consecutive days off in each month.

It is understood that an Employees scheduled ten (10) consecutive days off may bridge two (2) months.

If Employees are required to work on their scheduled ten (10) consecutive days off, they will be paid at the overtime rate for those days worked. This overtime will be applied according to Appendix "L".

An Employee who has not acquired seniority in Article 12.02 has no right to ten (10) consecutive days off until he has acquired seniority.

If an Employee requests a voyage on his scheduled ten (10) consecutive days off, the Employee shall forego any claim for overtime payments in this Appendix.

The way work will be offered to Employees related to the Ten Days Off is as follows, sequentially:

- a) Work is offered to Employees by category seniority that are not on their scheduled ten (10) consecutive days off or have waived any part or all of their scheduled ten (10) consecutive days off, then;
- b) Work is offered to relief Employees by category seniority that are not on their scheduled ten (10) consecutive days off, then;
- c) Work is offered to relief Employees by category seniority that are on their scheduled ten (10) consecutive days off and are in a negative lay day balance at the straight time rate, then;
- d) Work is offered to Employees by category seniority that are on their scheduled ten (10) consecutive days off and are in a negative lay day balance, then;
- e) Work is offered to Employees by category seniority that are on their scheduled ten (10) consecutive days off and are in a positive lay day balance, then;
- f) Work is offered to relief Employees by category seniority that are on their scheduled ten (10) consecutive days off and are in a positive lay day balance at the straight time rate.

3. Forty-Five (45) Days Worked

Any days worked by an Employee in excess of forty-five (45) days in a quarter will be paid at the overtime (OT) rate and will be banked or paid out at the Employees request subject to this Appendix. The quarters are defined as follows for the payroll periods of:

- a) January – March
- b) April – June
- c) July – September
- d) October – December

Any time worked on an Employees scheduled ten (10) consecutive days off that was paid at the overtime rate will not count towards the calculation of the forty-five (45) days per quarter.

Any time worked on an Employees scheduled ten (10) consecutive days off that was paid at the straight time rate will count towards the calculation of the forty-five (45) days per quarter.

Employees planning to attend school for qualifications upgrading, and who have notified the Employer of their intent to exceed the forty-five (45) lay day limit will not have this Clause apply.

APPENDIX "N"

Fitness

To support and facilitate improved Employee health and fitness, the Employer will provide an allowance of fifty per cent (50%) to a maximum of twenty dollars (\$20.00) per month of a basic fitness membership. The allowance reimbursement will be based on proof of active utilization of the fitness membership. The Company reserves the right to provide a group membership at a fitness club. In the event that the Company provides an Employee fitness facility at Berry Point, this Clause will not apply.

APPENDIX "O"
Safety Defibrillator

For safety purposes, as Employees are trained, the company will put one working defibrillator aboard each vessel.

COLLECTIVE AGREEMENT

ISLAND TUG and BARGE LTD.



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