

# COLLECTIVE AGREEMENT

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



RECEIVED  
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**AND:** **DH TIMBER TOWING & SALVAGE LTD.**  
( hereinafter referred to as the "Company" )

Effective Date  
October ■ 2010 – September 30, 2013

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# COLLECTIVE AGREEMENT

**BETWEEN: CANADIAN MERCHANT SERVICE GUILD**

Representing :

- Masters,
- Mates, and
- Engineers

( hereinafter referred to as "The Guild" )

**AND: DH TIMBER TOWING & SALVAGE LTD.**

( hereinafter referred to as the "Company" )

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## PREAMBLE

For the purposes of this Agreement, the "Company" shall mean members of DH Timber as of the date of signing this Agreement as listed in Appendix "A" hereto.

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

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

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

## PART 1 - GENERAL

### 1.01 Recognition

1. The Company recognizes the Guild as the sole bargaining agent for all Masters, Mates and Engineers employed on vessels owned, operated or directly or indirectly controlled by the Company, provided that such vessels are operated within the coastal and inland waters of British Columbia or in waters bordering on the Yukon and Northwest 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 Northwest Territories.

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

2. 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. Should the charterer or lessee fail or neglect to abide by the terms of this Agreement, the Company, or lessor, shall be liable to the Guild members concerned for wages or other monetary benefits which are not paid by the charterer or lessee.
3. 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.
4. For greater clarity, the Parties agree that the vessels described above are as listed in Appendix "B", and the Parties recognize that the list may be altered from time to time, pursuant to Article 1.01.1. 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.
5. The Company recognizes the Guild as a source of supply for all Officers covered by this Agreement and may request same from the Office of the Guild. The Company agrees to employ only members of the Guild in good standing. All new Officers are required to sign an engagement letter regarding Guild membership status as set out in Appendix "E-1" of this Agreement. Copy of such engagement letter shall be forwarded to the Guild upon signing.
6. Effective the last pay period of each month, the Company shall deduct from the wages due and payable each Officer coming within the scope of this Agreement, an amount equal to the uniform monthly membership fees, pension contributions as required, and any assessments of the Guild. The amount so deducted shall only be changed during the term of this Agreement to conform with changes in the amount of the regular fees of the Guild in accordance with its Constitution and Bylaws.
7. The Company will deduct initiation fees and remit same to the Guild upon receipt of proper authorization from the Officer concerned.
8. All deductions required under this Article will be forwarded to the Western Branch of the Guild, attention of the Secretary Treasurer within thirty (30) days, together with a list in duplicate showing the names of the Officers to whom said deductions are to be credited and the month for which the deductions are made.

## 1.02 Termination of Employment

### 1. Termination

An Officer shall be given fourteen (14) days notice of termination of employment except in cases of discharge for just cause. Failure to give such notice will result in fourteen (14) days pay. An Officer, when hired for relief or temporary work which does not exceed three (3) months shall only be entitled to the provisions of 2. below.

### 2. Layoff

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

### 3. An Officer shall give his Employer forty-eight (48) hours notice of termination of employment.

## 1.03 Discrimination and Intimidation

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

## 1.04 Legal Defence Fund

### 1. Legal defence coverage for Officers covered by this Agreement shall be provided in the following manner:

a) The Guild shall provide legal defence coverage which shall be paid for by the Company at the rate of twenty-six dollars (\$26.50) per month effective October 1, 2006 for each Officer in its employ. The legal defence coverage rate is to be increased on October 1 for the duration of the Collective Agreement in the amount of one dollar fifty cents (\$1.50) per month per officer.

October 1, 2006	twenty-six dollars fifty cents (\$26.50)
October 1, 2007	twenty-eight dollars (\$28.00)
October 1, 2008	twenty-nine dollars fifty cents (\$29.50)
October 1, 2009	thirty-one dollars (\$31.00)

### 2. The Company and Officers shall be advised as to the terms, conditions and extent of coverage so placed.

### 3. "Officer" means Officers who are members in good standing of the Guild.

## 1.05 Canadian Merchant Service Guild, Western Branch Pension Plan

1. a) The Employer will contribute monthly, to the Pension Plan, a total of eight and one-half per cent (8½%) of each Officer's monthly basic rate of pay actually paid to the Officer each month. Vacation pay is included when it is part of the monthly basic rate of pay actually paid. The plan will be portable within DH Timber and Guild membership. The Employer contribution shall be allocated as seven and one-half percent (7½%) to the Pension Plan account of the individual Officer 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 seven and one-half per cent (7½%) and seven and one-half per cent (7½%) respectively, for those Officers on Long Term Disability under the Guild Health Benefit Plan, OR after fifty-two (52) weeks when on WCB Benefits.

Officers for whom the seven and one-half per cent (7½%) contribution is made will contribute concurrently by payroll deduction seven and one-half per cent (7½%) on their own behalf.

- b) A Board of Trustees will continue to jointly administer the Pension Plan in accordance with the Trust Agreement. The Trustees shall be six (6) in number, comprised of three (3) Industry and three (3) Guild Trustees.
2. All contributions referred to under 1. above are exclusive of any contributions required for the Canada Pension Plan.
3. A Company shall not be required to contribute to the Guild Plan on behalf of any Officer who is presently a member of an existing Company plan.
4. The Company will forward to the Pension Plan Administrator monthly statements showing all contributions made on behalf of all Officers on payroll that month.
5. 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.
6. Pension Plan contributions shall commence as of the first (1<sup>st</sup>) day of employment as an Officer. An Officer who is laid off or terminated will have pension contributions and deductions made on all basic earnings paid which includes regular leave paid.

#### **1.06 Boarding Pass**

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

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

#### **1.07 Warranty of Continuous Operation**

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

## 1.08 Benefit Plan

1. Company shall pay to the Guild a monthly contribution of eight hundred twenty-six dollars (\$826.00) or such higher rates as may be in effect with DH Timber for each eligible Officer 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.
  - a) As of October 1, 2006, and in each successive year thereafter, premium increases required to maintain the current levels of the benefit plan will be provided by the Employer. Increases will be based on expense experience of providing current levels of benefits and will be calculated by the Administrator of the plan and provided to the Company.

The contribution rates are as follows:

March 1, 2008:	eight hundred eighty-four dollars (\$884.00)
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  - b) The Company will provide a monthly contribution of one (1) per cent of each Officers basic monthly rate of pay effective March 1, 2008 to subsidize post-retirement benefits. This benefit will be subject to the Officer holding membership in the plan for two (2) consecutive years directly preceding his retirement.
2. The Guild shall provide a Health Benefit Plan for all eligible Officers utilizing all of the contributions received under 1. above.
3. An Officer must be actively at work in order to be eligible for contributions to be made on his behalf, except as provided otherwise in this Article.
4. Contributions will be pro rated for those Officers who are eligible and who are employed for a part month. Laydays shall be credited as employed days.
5.
  - a) All eligible Officers will have contributions made for them on completion of forty-five (45) days continuous employment with the Company.
  - b) Where an Employee is promoted from his Employer's unlicensed ranks and he works continuously as an Officer, Health Benefit Plan coverage shall be maintained under the unlicensed plan up to the first (1<sup>st</sup>) day of the fourth (4<sup>th</sup>) month following such a promotion, then entitlement to benefits under the Guild Benefit Plan shall commence. In the event such an Officer is subsequently demoted back to the unlicensed ranks, coverage shall continue under the Guild Plan until he remains in the unlicensed ranks for a full three (3) calendar months, then he shall revert back to coverage under the unlicensed plan first (1<sup>st</sup>) of the month following.
6. Officers 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.

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7. Contributions will commence immediately for any eligible Officer who returns to active full-time employment with a participating Employer within six (6) months of the date of his leaving employment. If an Officer does not return to active full-time employment within the six (6) month period, he will be considered a new Employee and will be subject to the completion of ninety (90) days continuous employment with any one participating Employer. Where an Officer retains recall rights under Article 1.12.6., he shall not be subject to the waiting period on return-to-work with that Employer.
8. The Officer's pay shall be maintained (including red days) during waiting periods for weekly indemnity payments up to a maximum of seven (7) red days.
9. An Officer 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; 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 Officer might have had when going off on weekly indemnity.  
Officers who would otherwise have been laid off will not be entitled to be supplemented with red days. Where an Officer is not expected to return-to-work (Doctor's advice) before going on L.T.D., red days will not be available for top-off.  
Employees who qualify for and elect red day top-up under this clause will be required to sign the debt repayment Letter of Agreement as under Appendix "IC-5" with the Company prior to any red day top-up being paid.
10. When an Officer is on Weekly Indemnity or WCB Benefits for up to fifty-two (52) weeks, the Employer will pay the full contribution under (a) above, and the BC Medical Plan Premium. An Officer who is put on layoff when on these benefits will continue to have these premiums paid by the Company.
11. Any rebate of Employment Insurance (EI) premiums shall continue to be retained by the Employer to offset contributions.
12. The Employer will continue to pay one hundred per cent (100%) of the premium of the BC Medical Services Plan.

### **1.09 Marine Disaster**

Any Officer who suffers loss of personal effects, clothing, navigational equipment and tools related to the operation of the vessel through wreck or marine disaster, or while in transit provided or paid for by the Company to our home port, shall be compensated by a payment of one thousand six hundred dollars (\$1,600.00) for shift vessels, and two thousand dollars (\$2,000.00) when on a continuous operating vessel, subject to satisfactory proof of loss and in the event of loss of life this amount to be paid to the Beneficiary. In addition, an additional two thousand dollars (\$2,000.00) shall be available for loss of supplemental electronic equipment on continuous operating vessels.

## **1.10 Medical Examinations**

1. The Company has the right to have all Officers medically examined for fitness, and any Officer found medically unfit for service will not be employed. Medical examinations will be at the Employer's expense. Where an Officer is required to travel away from home for an examination, the Company will reimburse the Officer for all travel expenses and further compensate the Officer one (1) calendar days pay. In the instance an Officer is removed from his vessel (or not dispatched) to facilitate such an examination, then the Company will reimburse such Officer for any and all loss of earnings and any associated travel costs.
2. Where the Company refuses to employ and/or discharges an Officer for medical reasons arising from 1. above, the Officer will be examined by an independent third Party Doctor acceptable to all Parties for final medical fitness determination to perform his duties.
3. The Company will pay up to one hundred twenty-five dollars (\$125.00) of the Doctor's charge for a Transport Canada required medical exam for Continued Proficiency or STCW'95 Certification. This amount will continue until October 1, 2008 and will then be increased to one hundred fifty dollars (\$150.00) thereafter. Officers must supply the Company with proof of payment to be eligible for reimbursement.

## **1.11 Grievance Procedure**

1. **Definitions**
  - a) "Company" means "Company named in Agreement".
  - b) "Guild" means "Canadian Merchant Service Guild".
  - c) "Party" means "the Guild or Company".
  - d) "Officer" means "a member of the Guild".
  - e) "Employer" means "the Officer's Employer".
2. **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:

  - a) A regular Officer shall not be disciplined or discharged without just cause.
  - b) Should an Officer be required to meet with his Employer regarding a disciplinary action, he shall be entitled to have a Guild Representative in attendance.
  - c) Letter of discipline to an Officer covered by this Agreement shall be copied to the Guild.
  - d) Where the Company enacts discipline upon an Officer, such record of discipline may only be referred to by the Company for a four (4) year period subsequent to the date the discipline is enacted, providing there has not been any further discipline enacted upon the Officer within this four (4) year period. Excepted from this are suspensions.

### 3. **Initiation of Grievance**

#### a) **By the Guild**

- i) Any grievance lodged by an Officer or the Guild shall be presented to a person designated for that purpose by the Employer.
- ii) The maximum time for instituting a grievance concerning demotion, suspension, dismissal and all other disciplinary matters shall be thirty (30) days from the date of demotion, suspension, dismissal or disciplinary matter. A double registered letter shall be sent or delivered by hand to the Officer concerned, if he requests it. The maximum time for instituting a grievance concerning issues other than the above shall be ninety (90) days.
- iii) Grievances arising shall be dealt with and processed to settlement in the following manner:

#### **Step 1:**

The Officer or Officers involved shall first present the matter to the designated Employer official.

#### **Step 2:**

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

#### **Step 3:**

If a satisfactory settlement is not reached within forty-eight (48) hours 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 Section 5.

#### b) **By the Company**

- i) Any grievance lodged by the Employer or the Company shall be presented in writing to a person designated for that purpose by the Guild. If a satisfactory settlement is not reached within seven (7) days of the date the grievance is presented in writing, the grievance may, within thirty (30) days of that date be referred to the Arbitrator in the manner provided in Section 5.

### 4. **Time Limits**

- a) The time limits set out in the foregoing may be extended by mutual agreement of the Parties.
- b) Failing mutual agreement to extend time limits under Section 4.(a), a grievance which has not been processed within the time limits shall be deemed to be abandoned, and all rights of recourse to the Grievance Procedure under this Agreement in respect of this grievance shall be at an end.
- c) Any grievance may be advanced directly to arbitration by mutual agreement of the Parties.

## 5. **Arbitration**

In the case of a dispute arising under this Agreement which cannot be settled in the manner provided for in Section 2.-4., the matter shall be determined by arbitration in the following manner:

a) **Arbitrator**

The Parties, by mutual agreement, appoint a single named industry Arbitrator and an alternate.

b) **Cost Apportionment**

The parties shall bear, in equal proportions, the fees and expenses of the Arbitrator or the alternate Arbitrator, including the rental of any premises used for the hearing. This shall apply in all cases except where, as provided in Section 5.(d)(iv), 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.

c) **Powers**

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

ii) If the Arbitrator finds that an Officer has been unjustly demoted, suspended or discharged, the Arbitrator shall order the reinstatement of the Officer by the Employer without loss of pay and with all his rights and privileges preserved under the terms of this Agreement, provided however, that if it is shown to the Arbitrator that the Employee has been in receipt of wages or related remuneration during the period between suspension or discharge and reinstatement, the amount so received shall be deducted from wages payable by the Employer pursuant to this section.

d) **Arbitration Procedure**

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

ii) 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 5.(d)(iv).

iii) 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:

a) The Arbitrator may order that the matter proceed to arbitration without compliance with the grievance provisions of Section 2.4.

b) The Arbitrator may proceed to hear the matter in such manner and in such time as he deems advisable.

- c) The Arbitrator may issue a summary decision, direction or order which shall be binding on the Parties.
- d) 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 Section 5.(d) (iv).

- iv) 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.
- e) **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.
- f) Where the Company enacts discipline upon an Officer, 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 Officer within this three (3) year period. Excepted from this are suspensions.

## 12 Seniority

1. For the purpose of this Article, there shall be two (2) kinds of seniority:
  - a) **Service Seniority**  
Being length of service with the Company as an Officer.
  - b) **Category Seniority**  
Being length of service with the Company in a specified category of Officer, ie: Master, Mate, Chief Engineer and Second (2<sup>nd</sup>) Engineer.
2. An Officer shall acquire seniority as of his date of employment with the Company as an Officer provided he has completed six (6) months continuous employment as an Officer. Any documented time as an Officer will be recognized for the purposes of both service and applicable category seniority and credited to the Officer upon permanent promotion to the job classification of Officer.

3. The Company will provide the Guild with separate lists setting out both kinds of seniority. These lists shall include length of service in the above named categories, (ie: "category seniority") and total service as an Officer (ie: "service seniority"). A revised seniority list to be posted on vessels by March 31<sup>st</sup> of each year. A new seniority list shall be final, if not disputed, within four **(4)** months of it being posted.  
All Officers shall, on request, be provided with a letter confirming their posted vessel or class of vessel. Any changes will be in accordance with the provisions of this Article. Where posting is to class the Officer'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 Officer relieves as a Master or Chief Engineer and is listed on the Mates or Second (2<sup>nd</sup>) Engineer's seniority list, any documented time served in the higher capacity shall be recognized upon permanent promotion to such a higher capacity.
4. Where a senior Officer, in terms of category seniority, is in a red day position and there are Officers junior in category seniority to him working, the senior Officer will have the first right of refusal to the work. The Officer must have the seniority, qualifications, experience, and ability sufficient to perform the work.
5. To maintain an Officer's seniority, he must be a member in good standing with the Guild.
6. When a vessel is temporarily taken out-of-service, the Officer's will have the option to apply their seniority for vessel and work. Officer's will assume their posted positions upon the vessel returning to service. While the vessel is out-of-service, the Officers will remain at their posted rate of pay unless working on a higher class of vessel, whichever is greater.
7. **Realignment Sequence**  
Realignment of position due to layoff, change in home port, change from shift to continuous operating and vice versa, or vessel permanently taken out-of-service will be in accordance with this Article.
  - a) Affected Officer's will be entitled to choose one of the following options and must indicate, upon receiving notification of realignment, which of the following options he wishes to exercise:
    - i) exercise his service seniority and realign to a position within the fleet for which he has the service seniority, qualifications, experience, and ability sufficient to perform the work.
  - b) **Deck**
    - i) number of Masters retained in accordance with Masters category seniority, and
    - ii) Displaced Masters transferred to Mate category and any realignment of position to be based on service seniority.

### **Engineering**

The above sequence shall apply similarly to Engineers with the divisions being First (1<sup>st</sup>) (Chief) Engineer and Second (2<sup>nd</sup>) Third (3<sup>rd</sup>) Engineer.



- c) Displaced Officer's will be transferred to available positions and any resulting realignment will be based on service seniority, qualifications, experience, and ability sufficient to perform the work.
  - d) When a realignment has been affected in accordance with (a) above, and the vessel that was originally taken out-of-service returns to regular service within eighteen (18) months, the Officer who had been realigned will have the first right of refusal to return to that vessel.
  - e) Should the Officer not wish to return to the vessel, the vacancy will be posted in accordance with the posting provisions of this Collective Agreement. Subsequent vacancies arising as a result of the Officer returning to his original vessel will be posted in accordance with the posting provisions of this Collective Agreement.
  - f) When a vessel is deemed to be permanently out-of-service, the Officer affected will maintain his rate of pay until the realignment of positions is completed and takes effect.
  - g) Where an Officer who has positive lay days is subject to layoff pursuant to Subsection 7. above, he shall be entitled, at his election, to continue on the Company's payroll as follows:
    - i) His leave will be run out.
    - ii) He shall have the option of banking his annual vacation or cashing it out.
    - iii) Overtime converted leave to be banked or cashed out at the Officer's discretion.
    - iv) Benefit Plan premiums shall be maintained (Article 1.08.1.).
    - v) Pension Plan contributions shall be maintained (Article 1.05.1.(a)).
    - vi) Monthly employed dues deductions/remittances shall be maintained (Article 1.01.6.).
8. In cases of recall to work, service seniority shall be the determining factor providing that an Officer's qualifications, experience and ability are sufficient to do the job.
9. **Appointments**
- a) Appointment to regular job vacancies shall be made on the following basis:
    - i) Appointments to regular job vacancies, within a category, shall be made by category seniority subject to qualifications, experience and ability sufficient to do the job.
    - ii) Officers wishing training for relief positions to gain experience for future appointments are to advise the Company of their interest. When the Company is planning such training, Officers shall receive consideration on the basis of seniority subject to qualifications and ability sufficient to do the job. Officers successfully completing training would then be given future relief opportunities as they arise.
  - b) Non-certificated Officers shall only acquire seniority for purposes of appointment to other non-certificated positions.

- c) When a regular job vacancy occurs, including when the Company acquires another vessel as a replacement, it will be posted within fifteen (15) days, and eligible Officers will be given forty-five (45) days in which to apply, provided that in the event a Company makes arrangements to directly notify all eligible Officers, those who wish to apply shall be given thirty (30) days in which to do so. Without restricting the foregoing, the Company may temporarily promote an Officer to fill a vacancy. Final selection shall be made on the basis set out in Subsection 9.(a) within sixty (60) days of the job vacancy posting. The name(s) of successful applicant(s) shall be posted on bulletin boards accessible to all applicants for a period of not less than ninety (90) days.
  - d) An Officer who has failed to apply for a particular job vacancy within the time limit specified shall not be entitled to apply for the position in question until such time as it again becomes vacant.
10. An Officer who has been laid off will retain his seniority and the right to be recalled for a period up to eighteen (18) months from date of layoff provided he reports to the Company when recalled, and further provided, that should payment of severance pay under Article 1.30 or the Canada Labour Code be made after the expiration of the twelfth (12) month of layoff, all rights including seniority and recall shall be at end. It is understood that an Officer is not entitled to any severance pay until twelve (12) months of layoff has occurred. An Officer who is given reasonable notice and fails to report for work upon recall is subject to discharge from service. Reasonable notice shall not be less than twenty one (21) days by double registered mail. Should a Guild member be demoted to a position of Seamen or Oiler because of layoffs, the Company shall promote him back to that of an Officer before hiring new personnel. An Officer on layoff who has been employed for less than two (2) months in a period of a year (12 months) shall have the option of collecting severance pay.
11. When an Officer on leave takes employment with another Company within the marine industry, he shall be deemed to have terminated employment with the Company from which he took leave.
12. The provisions of this Article shall not in any way interfere with the Company's right to discharge for cause, nor shall they preclude the adoption by the Company of a compulsory retirement age for all Company personnel.
13. Where a merger or a purchase occurs between Companies and the purchase or merger agreement involves the transferring of Officers from one Company to another, the resulting Company agrees to meet and consult with the Guild on matters of seniority. The meeting shall take place within thirty (30) days following the date of the event or later if mutually agreed. The Company, after consulting with the Guild, shall effect a revised seniority list. The Guild shall have the right to dispute the revised seniority list under Section 45.1. of the Canada Labour Code provided it does so within one hundred and twenty (120) days of receiving the list.

14. a) An Officer may request to work up to half (½) 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 Officer and the Company. The Officer will retain his posting and regular rotation. The intent of this clause is for retirement phase in, not alternate employment.

- b) Such Officer shall only accrue further seniority and service for actual days worked and corresponding leave.
- c) Pension contributions shall be maintained as per Article 1.05.
- d) The Benefit Plan premiums shall be paid by the Company and the Officer on a fifty-fifty (50-50) basis each month and will continue to be paid until this half (½) time arrangement is ended.
- e) 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.
- f) Weekly Indemnity top up with red days as under Article 1.08.9. shall be pro rated both in time and money. Top-up will not be available during the leave of absence period.
- g) The Officer will only be entitled to Statutory Holiday compensation which coincides with his being on the Company payroll, ie: on a sea day, work by or a layday.
- h) Annual vacation days accrual shall be fifty per cent (50%) of the Officer(s) normal vacation days entitlement from commencement of this half (½) time arrangement.
- i) At the time the Employee commences his leave of absence period, all accrued monies including leave may be paid out at the Officer's discretion.
- j) This Subsection 14. may be reviewed and amended by mutual agreement between the Guild and the Council.

### 1.13 Annual Vacations

1. An Officer shall receive fourteen (14) consecutive days annual vacation upon completion of one (1) year of service with the Company and for each succeeding year. He shall be paid for such vacation on the basis of four per cent (4%) of gross wages earned in each year.
2. An Officer shall receive twenty one (21) consecutive days annual vacation upon completion of two (2) years of service with the Company. He shall be paid for such vacation on the basis of six per cent (6%) of gross wages earned during his Second (2<sup>nd</sup>) and succeeding years of service.

3. An Officer shall receive twenty eight (28) consecutive days annual vacation upon completion of seven (7) years of service with the Company. He shall be paid for such vacation on the basis of eight per cent (8%) of gross wages earned during his seventh (7<sup>th</sup>) and succeeding years of service.
4. An Officer shall receive thirty five (35) consecutive days annual vacation upon completion of fifteen (15) years service with the Company. He shall be paid for such vacation on the basis of ten per cent (10%) of gross wages earned during his fifteenth (15<sup>th</sup>) and succeeding years of service.
5. An Officer shall receive forty two (42) consecutive days annual vacation upon completion of twenty two (22) years of service with the Company. He shall be paid for such vacation on the basis of twelve per cent (12%) of gross wages earned during his twenty-second (22<sup>nd</sup>) and succeeding years of service.
6. An Officer with thirty (30) years of service with the Company shall receive an additional two per cent (2%) of gross wages earned during his thirtieth (30<sup>th</sup>) and succeeding years of service.
7. In all cases under 1., 2., 3., 4., 5., and 6. above, if the Officer has worked less than a normal year and is not entitled to the full annual vacation days allowed, they shall be pro rated in accordance with the vacation pay earned. Excepted from this is when an Officer is off on WCB benefits for up to one (1) year. In this instance he shall be entitled, at his election, to take the vacation time he would have otherwise earned without pay subject to the fact that any vacation pay entitlement would be that which had been accumulated before the commencement of WCB benefits and subsequent to such benefits coming to an end in the vacation year.
8. Vacation pay shall be accumulated throughout the year and shall be paid to the Officer on the pay day prior to his vacation. Vacation pay shall not be used to offset red days while an Officer is employed except by mutual agreement with the Officer who shall be obliged to advise the Guild.
9. The Company shall provide vacation pay information, including amount, income tax deducted, period covered and gross earnings for the period, at the same time an Officer receives his vacation pay.
10. An Officer shall be entitled to select the periods desirable to him for his vacation periods on the basis of his seniority with the Company, and his vacation periods may, at his discretion, be combined with time off, subject to the Company having the right to approve the overall vacation schedule. The Officer's request will not be unreasonably denied. The Company will provide the Officer with written confirmation of his vacation request no later than two (2) weeks after the request has been made.
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.
12. An Officer terminating his employment shall be paid all vacation pay due him up to the date of leaving, calculated in accordance with Sections 1., 2., 3., 4., 5., 6., and 7.
13. When a statutory holiday occurs in a vacation period, the provisions of Article 1.15.2.(d) shall apply.

14. An Officer 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.
15. Where an Officer is scheduled or elects to retire within any given year, such an Officer shall be entitled to utilize all vacation allowances accrued during the year of retirement including the immediate preceding year, should he so choose.

#### 1.14 Annual Vacation Pay on Termination

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

#### 1.15 Statutory Holidays

1. All Officers will be given the following paid statutory holidays:

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

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

2.
  - a) The rate of pay for work on a statutory holiday is time and one-half ( $\frac{1}{2}$ ) the straight time hourly rate.
  - b) When an Officer works on a statutory holiday, he shall be granted an alternate calendar day off.
  - c) When a statutory holiday is worked, leave of 1.24 (12 hours) or .493 (8 hours) is credited to the layday account.
  - d) For each statutory holiday not worked, or for each alternate day off in place of a statutory holiday worked, an Employee shall be granted a calendar day with pay and paid his corresponding leave.
3. Examples of earnings and credits for a full shift are as follows:

##### a) Twelve Hour

Earnings		Day	Leave	Cash
Holiday Credit	2.24 days	1		1.24
Time Worked Credit	3.36 days	1	1.24	1.12
<b>TOTAL</b>	<b>5.60 days</b>	<b>2</b>	<b>1.24</b>	<b>2.36</b>

##### b) Eight Hour

Earnings		Day	Leave	Cash
Holiday Credit	1.493 days	1		.493
Time Worked Credit	2.24 days	1	.493	.747
<b>TOTAL</b>	<b>3.733 days</b>	<b>2</b>	<b>.493</b>	<b>1.24</b>

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

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

5. Officers employed on vessels operating in the Home Trade Class 3 and Home Trade Class 4, Minor waters, and including the Queen Charlotte Islands, will be granted the three (3) day period, consisting of December 24<sup>th</sup>, 25<sup>th</sup> and 26<sup>th</sup>, as leave in the home port. Where due to cases of distress, extreme emergency or continuous on-station operations, all or any part of this three (3) day period is not granted, then the three (3) day period of December 31<sup>st</sup> and January 1<sup>st</sup> and 2<sup>nd</sup> will be granted.
6. Officers 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 port. All three (3) days in such case will be paid for at the statutory holiday rate.
7. Where the Company is unable to obtain the services of its Officers for ship berthing or unberthing, and security checks of moored equipment and log booms during the three (3) day period consisting of December 24<sup>th</sup>, 25<sup>th</sup> and 26<sup>th</sup>, management personnel may be used. Officers scheduled to work New Year's need not be requested to work these dates.

#### **1.16 Leave (Laydays)**

1. 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.
2. No Officer shall accumulate more than forty-five (45) days leave without mutual agreement between the Guild and the Company. A list of all accumulated leave shall be forwarded by the Company to the Guild monthly. This list will indicate if the Officer was at sea or on leave at the end of the indicated pay period.
3. When a vessel is laid up for overhaul, an Officer with any accumulated leave due shall take such leave while his vessel is laid up unless requested by the Company to work by his vessel or to sail on another Company vessel. When requested to work by his vessel, the conditions set out in Article 1.21 – Officers Working by the Vessel, shall be in effect.
4. Any Officer away on leave who fails to report for duty at the expiry of his leave without reasonable excuse shall be considered to have terminated his employment with the Company.
5. At the expiration of accumulated time off, and when an Officer is unable to rejoin his vessel, he shall continue to receive his rate of pay until such time as he resumes duty on the vessel from which he took his leave or such other vessel as the Company may assign him, but such time shall be deducted from his next accumulated leave period, provided that an Officer returning from a red day leave may not be arbitrarily assigned to a vessel of a lesser class solely for the purpose of recovering monies. The Company may temporarily assign the Officer to a lesser class of vessel if he is unable to rejoin his vessel or an equivalent vessel for reasons clearly beyond the control of the Company, ie:

- a) overhaul
- b) major re conversion
- c) major damage or breakdown
- d) extended voyage (in excess of two [2] weeks)

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

6. Where an Officer has been granted leave of twenty four (24) hours, he shall return to his vessel at the end of such time unless previously requested to phone for confirmation of sailing time. The Officer shall not be required to phone more than once in that twenty four (24) hour period.  
If the Officer is not required to sail at the expiration of the above noted twenty four (24) hour period, the onus shall thereafter be upon the Company to inform the Officer as to sailing time.
7. When an Officer has been recalled to work, he shall receive a minimum of one (1) day's pay and leave earned for that day before being given leave again. When an Officer has been recalled to work and due to weather or breakdown the vessel does not sail, he shall be paid one-half (½) day's pay and leave. Excepted from this provision are those Officers covered by Article 3.01.7.
  - a. The Company shall endeavour to give twenty four (24) hours notice (and twelve [12] hours confirmation of same) when leave of more than two (2) days is to be granted with the intent being to allow sufficient time to properly prepare the vessel for a new oncoming crew.
9. In all occupational classifications covered by this Agreement, leave with pay shall be granted as set forth in Section 10, exclusive of annual vacation and statutory holidays.
10. The method of calculating leave shall be 1.24 days leave earned for each day worked. Such leave shall be granted in the home port.
11.
  - a) An Officer who is on a regular period of leave and who has a positive leave position, shall not be required to return-to-work prior to the expiration of his regular leave period. Should an Officer be required as a replacement, an Officer in the same pay class (taking into regard Seniority – Article 1.12) shall be offered the position. Where such an Officer is not available, the Company will then seek a replacement from its Officer ranks in accordance with Seniority – Article 1.12. Should the Company be unable to acquire suitable help in the foregoing manner, it may acquire a suitable Officer from the Guild on a temporary basis in conformity with Article 1.01.
  - b) Officers who are due or are on scheduled leave (laydays) shall be entitled to take additional accumulated leave provided they give the Company seven (7) days notice (except under extenuating circumstances) prior to commencing the additional leave, and this leave shall not be unreasonably denied. This arrangement shall not give rise to red day payments.

### **1.17 Leave of Absence**

1. Any Officer desiring leave of absence for any reason other than those set out in Sections 3., 4., and 5. 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.
2. Where any Officer is granted leave of absence under this Article for a period of longer than thirty (30) calendar days, the Company agrees to notify the Guild as to the circumstances for granting of such period of leave.
3.
  - a) The Company will grant leave of absence to Officers suffering injury or illness when on Weekly Indemnity, LTD or WCB, subject to a medical certificate if required by the Employer.
  - b) Where an Officer on a Worker's Compensation Board claim is medically determined by the WCB to be unable to return to the employ of the Company, and re-training for alternate employment under the WCB Vocational Rehabilitation Phase has commenced, the employment relationship between the Officer and the Company is ended. The foregoing shall apply providing the medical determination is not in dispute or where in dispute until settled.
4.
  - a) The Company will grant leave of absence to Officers who are appointed or elected to a Guild office (or who go ashore to work for the Company) for a period up to and including three (3) years. The Officer shall accumulate seniority for three (3) years and then his seniority shall remain dormant until his return. Further leave of absence will be granted if requested. Any Officer who obtains such leave of absence shall return to the Company within thirty (30) calendar days after completion of his term of employment with the Guild.
  - b) In the event an Officer returns to sea and subsequently returns ashore, he shall not be entitled to accumulate seniority for more than the period of his return to sea unless it is for more than one (1) year. Officers going ashore on a temporary basis, less than one (1) year at a time, shall continue to accumulate seniority.
  - c) By mutual agreement between the Parties, leave of absence of up to three (3) years may be granted to an Officer who desires to work offshore with an Employer engaged in foreign-going shipping. Such an Officer's seniority shall remain dormant from the time leave is granted and until his return to the employ of the Company from which leave was taken. Under this arrangement, leave of less than six (6) months will not be granted.
5. The Company will grant leave of absence to Officers who are elected as Representatives to attend Guild meetings, Guild conventions, conventions of labour organizations to which the Guild is affiliated or any convention to which the Guild nominates the Officer as a delegate on its behalf or acts as members of any Guild Negotiating Committee.



An Officer shall be allowed to continue to receive his rate of pay from his 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 Officer sits on a Guild Negotiating or Trustee Committee dealing with his Employer, the above fourteen (14) day limit shall not apply. This section shall not interfere with the provisions of Article 1.02.

6. It is agreed that before the Officer receives the leave of absence as set forth in Sections 4. and 5. above, the Company will be given due notice, in writing, by the Guild in order to replace the Officer during his absence with a competent substitute.
7. An Officer, when returning from leave of absence, shall be reinstated in no less than the same pay classification the Officer held when granted the leave of absence.  
Should the Company not have a vessel of his former pay class he shall receive the rate of pay of the next lower vessel group in which the Company operates a vessel.
8. An Officer shall be entitled to compassionate leave of up to three (3) days to attend urgent domestic affairs. Leave of more than three (3) days may be taken subject to Company approval, if the circumstances warrant.
9. An Officer who is required to be available for Jury Duty, Coroner's Jury Duty, Coroner's Witness, Crown Witness, or where the Officer represents his Employer in a court action, will be paid while on such duty, provided such court action is not occasioned by the Officer's private affairs. Such pay shall be offset where an Officer's pay is remunerated by a third Party, eg: when acting as a witness. The pay will be such as to maintain the Officer's monthly basic rate. Leave banks will be frozen during this time.
10. Bereavement leave is provided in accordance with the provisions of the Canada Labour Code excepting the entitlement shall be four (4) calendar days pay, including any layday accumulation for those days immediately following the death of an immediate family member which means, in respect of any Officer:
  - a) the Officers spouse or common-law partner;
  - b) the Officers father and mother, and the spouse or common-law partner of the father or mother;
  - c) the Officers children and the children of the Officers spouse or common-law partner;
  - d) the Officers grandchildren;
  - e) the Officers brothers and sisters;
  - f) the grandmother and grandfather of the Officer;
  - g) the father and mother of the spouse or common-law partner of the Officer and the spouse
  - h) or common-law partner of the father or mother; and
  - i) any relative of the Officer who resides permanently with the Officer or with whom the Officer permanently resides.

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## 1.18 Education and Upgrading

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

The following concepts shall govern the payment of courses:

- a) On Company required education and training programs, the Employer will bear all costs of tuition, including wages.
- b) On voluntary upgrading courses with controlled attendance, including marine correspondence upgrading courses, the Employer will bear the costs of tuition, books and fees, and the Officer will contribute his time, in accordance with Section 3. An Officer who fails to successfully complete a course shall reimburse the Company for tuition, books and fees.
- c) On required upgrading arising out of Government Regulations, the Employer will assist the Officer along the lines outlined in (b) above.
- d) The Company will pay to each Officer who successfully completes a required Proficiency Certificate and STCW '95 Certificate as follows:
  - i) An expense allowance of one hundred fifteen dollars (\$115.00) per day in attendance in a course. The allowance will be increased by five per cent (5%) on each anniversary date of this Collective Agreement. This allowance will be paid to a maximum of fifteen (15) calendar days every five (5) years not including medicals.

Oct 1, 2026	one hundred twenty dollars seventy-five cents (\$120.75)
Oct 1, 2007	one hundred twenty-six dollars seventy-nine cents (\$126.79)
Oct 1, 2008	one hundred thirty-three dollars thirteen cents (\$133.13)
Oct 1, 2009	One hundred thirty-nine dollars seventy-nine cents (\$139.79)

- ii) Leave banks may be frozen at the discretion of the individual Officer while attending such up-grading courses.
2. The Company shall have the right to limit the selection and the number of Officers permitted to take an upgrading course at any one time.
3.
  - a) If an Officer runs out of leave time during attendance at an approved course, the Company shall loan him funds to the extent of continuing the Officer's normal take home pay and shall continue benefits including statutory holidays under this Agreement for the period of the course plus a consecutive period of up to fourteen (14) days for the taking of exams.

- b) If Government assistance is available, the Officer shall apply, and if granted, the amount advanced by the Company during the course shall be reduced by the sum of such government assistance.
- 4. At the completion of the course, an Officer shall return-to-work for the Company until such loan is repaid. If the Officer fails to do so, the Guild will render cooperation toward recovery of the loan.
- 5. The Employer will provide wage assistance to eligible Officers who take courses leading to certificates for which the Employer deems he has use, and which are three (3) or more months in length. Wage assistance shall be fifty per cent (50%) of the Officer's basic rate commencing with the sixth (6<sup>th</sup>) week of the course through its completion including up to an additional two (2) weeks for the taking of exams. To be eligible, an Officer shall have a minimum of three (3) years with the Employer.
  - a) M.E.D. ■■and re-validation are covered by the terms of Article 1.18.1.(c).
  - b) Parties agree that a Standing Committee be named pursuant to Article 1.18.

### **1.19 Duties**

- 1.
  - a) The Master is in command of the vessel and the duties of all crew members, regardless of position, come under his direct control.
  - b) The duties of a Deck Officer shall be primarily those of a Navigating Officer and a working supervisor of unlicensed crew members.
  - c) A Deck Officer shall not be required to perform the work of an unlicensed crew member except when his assistance is necessary.
- 2. Engineering Officers presently employed on vessels on which certificated Engineers are not required by the CSI shall continue to be employed on these vessels (except when such vessels are laid up for lack of work) during the term of this Agreement.
- 3. The prime responsibility of an Engineer is the operation and maintenance of the engine room equipment and to maintain other engineered systems on the vessel. Engineers shall not perform duties customarily performed by unlicensed personnel, provided that:
  - a) On one (1) Engineer vessels with less than two (2) Deckhands or Cook/Deckhands, the Engineer may be required to perform limited duties aboard the vessel other than his customary duties.
  - b) On vessels with two (2) Deckhands or two (2) Cook/Deckhands or where an Engineer is required by Law, such Officer shall not be subjected to limited duties on deck other than his customary duties. Such Officer may be requested to perform these limited duties, and all hours so worked shall be considered as unrelated duties and compensated for at the applicable premium rate.
  - c) In neither case, 3.(a) and (b) above, shall an Engineer be requested to perform such limited duties if they interfere with his necessary engineering duties.

- d) On one (1) Engineer vessels with two (2) Deckhands or two (2) Cook/Deckhands, the Engineer shall normally stand the Master's watch.
- 4. The Company will ensure that engine rooms are returned to their normally clean condition after refit, overhauls and major repairs.

**1.20 Duties Other than as an Officer**

- 1. a) An Officer who performs duties such as handling cargo, gear or boomchains other than for the vessel's own use, shall be paid for each hour so worked on watch, a premium of one and half (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; for example, a Class V Mate would receive for such work in accordance with rates as set out in Pay Schedule "C-1", the following rates as of October 1, 2003:
  - i) On Watch: forty-five dollars ninety cents (\$45.90)
  - ii) Off Watch: seventy-six dollars fifty cents (\$76.50)
 Notwithstanding the on-watch premium described above, the rate of pay for Officers operating dozer boats shall be a premium of straight time pay plus seven and one-half per cent (7½%) of the premium.
- b) The minimum payment for the work set out in 1.(a) shall be one (1) hour, to be computed thereafter in half (½) hour increments. It is understood that ships' crew customarily load ships' stores as part of their normal duties on watch. Such stores should only be for their own vessel and/or one (1) other Company vessel. If Officers are required to load or unload stores off-watch, they shall be paid the overtime rate.
- c) If the ship's stores are other than those described in 1.(b), the loading and unloading of such stores shall be paid for as cargo in accordance with the provisions of 1.(a).
- d) An Officer not properly trained or certificated to load or discharge oil or chemical barges shall not be required to perform such work.
- 2. a) In addition, Engineers called to work off the vessel, whether on-watch or off-watch, repairing or maintaining other than the vessel's mechanical equipment, shall be considered to be working at non-Officer duties and shall be paid in accordance with the provisions of Section 1.(a).
- b) Where Deck Officers are required to perform maintenance or repair of barge equipment on or off-watch, they shall be considered to be working at non-Officer duties and shall be paid in accordance with the provisions of Section 1.(a) of this Article.
- 3. Engineers shall be paid in accordance with the provisions of Section 1.(a) for the following: cleaning smoke stacks, bilges, oil tanks, oil separating centrifuges, boilers, water tanks, fish oil tanks, oil spills, rose boxes, air boxes, inlet ports, exhaust ports of internal combustion engines, work in confined spaces, sewage systems, and on machinery that has not been allowed to cool to a reasonable temperature.
- 4. The provisions of this Article shall not apply when safety of life at sea is involved.

## **1.21 Officers Working by the Vessel**

1. When a vessel is tied up in the home port for repairs or overhaul, Officers may be requested to work by on the basis of seven and one-half (7½) hours per day on a five (5) day week, Monday to Friday inclusive. For all such hours worked, compensation shall be made at the applicable straight time rate. All work performed in excess of seven and one-half (7½) hours per day shall be compensated for at the applicable overtime rates.  
Wherever possible, repair work or overhauls will not be carried out on a Saturday, Sunday or statutory holidays. Where this work is performed on such days, compensation shall be made at the applicable overtime rate for every hour worked.  
Three (3) shifts shall be permitted and shall be compensated for in the following manner: eight (8) hours pay for seven and one-half (7½) hours worked. Each such eight (8) hour shift shall be credited with a leave factor of 0.493. A seven per cent (7%) differential shall be paid over and above the basic rate of pay for all work performed on the afternoon and graveyard shifts.  
Where possible, the Employer will endeavour to provide forty-eight (48) hours of notice of putting the vessel into annual overhaul.  
When an Officer who lives out of town, works by during an overhaul or repairs, he shall be provided with accommodation and meals. If the vessel is a cold vessel, then he shall be afforded accommodation in a hotel or motel.
2. When meals are not provided, a subsistence rate of forty-three dollars (\$43.00) per day shall be paid on the basis of twelve dollars fifty cents (\$12.50) for breakfast, twelve dollars fifty cents (\$12.50) for lunch, and eighteen dollars (\$18.00) for dinner.
  - a) Where an Officer works by, and the time between sailing is less than twenty-four (24) hours, he shall remain on sea days pay.
  - b) Where an Officer's vessel is tied up for forty-eight (48) hours under Article 2.02.5., and he works by during both twenty-four (24) hour periods and the vessel sails before forty-eight (48) hours, he shall be paid sea days for both periods.
3. When an Officer works under this Article 1.21., and under the sea-day provisions in the same calendar day, his total time worked for the Company in any calendar day shall be taken into account when calculating overtime. All hours worked over eight (8) hours shall be paid at the overtime rate. In the event an Officer earns a minimum of twelve (12) hours pay in the same day, he shall be credited with one (1) sea-day and applicable leave factor. Any excess hours shall be paid out at overtime rates.
4. The rate of pay for an Officer employed on overhaul work, repairs and/or overseeing overhauls, shall not be less than his hourly rate.

5. Chief Engineers desirous of participating in refits shall so indicate by registering their names with their Employers. The Company shall ensure that a Chief Engineer will work by the first main engine refit of a vessel subsequent to his posting to that vessel. The requirement may be waived where the Chief Engineer has been previously employed on a vessel with a similar engine(s) or where the Company has an alternative training program available for Engineers to upgrade their skills in overhaul procedure of propulsion or auxiliary machinery. When an Engineer assigned to a vessel does not work by during repairs or overhauls he shall be supplied prior to sailing with a list of repairs made. The Company shall ensure that a competent person who is familiar with the work done shall confer with said Engineer prior to sailing.
6. One (1) Master and one (1) Chief Engineer who normally work on the vessel shall be in attendance during steamship inspection of life saving and fire fighting equipment.

#### **1.22 Clothing**

1. The Company will provide any protective clothing or equipment required and approved by the Applicable Federal or Provincial Regulatory Requirements for the handling of specific cargo requiring same.
2. The Company will provide quality ear protectors without cost to Officers. The Officer may elect either headsets or earplugs provided the appliance chosen afford the necessary protection against noise levels to which the Officer expects to be exposed. Officers working in operating engine rooms shall wear hearing protectors. Temporary or relief Officers will be provided headsets in the event they do not have their own.
3. Any Officer who suffers clothing damage as a result of handling dangerous cargo, eg: battery acid, shall be reimbursed for reasonable cost incurred in replacing the damaged clothing.
4. Upon request by Officers, the Company shall supply the following:
  - a) Proper work gloves, free of charge, suitable to the work to be performed.
  - b) Rain jackets and pants at Employer's cost to be recovered from the Officer.
  - c) Two pairs of good quality coveralls, free of charge, as may be required for the protection of the Officers while performing their duties.
  - d) The Employer shall provide each Officer either a safety shoe and/or caulk boot and/or rain jacket and pants allowance of one hundred fifty dollars (\$150.00) against proof of purchase. Eligibility to the allowance shall be renewed every twelve (12) months after it was last paid. Where the Officer leaves the employ of the Company before acquiring six (6) months service, the allowance will be deducted from final pay. An Officer may elect to carry over the full allowance noted above for two (2) consecutive years. In the second (2<sup>nd</sup>) year, the Company will grant the Officer an allowance equal to two (2) times the annual allowance.

- e) Strap on caulks shall be supplied on vessels where necessary. One (1) pair of rubber caulk boots will be supplied once a year to Officers on shift vessels yarding and towing. Where the Officer leaves the employ of the Company before acquiring six (6) months service, the cost of the caulk boots will be deducted from his final pay.
  - f) The Company shall provide each Officer, on request, a DOT approved or U-VIC style floater coat. The Company shall issue the coats and will replace them when necessary. An Officer who requests, in lieu, anti-exposure coveralls, shall have the first one hundred twenty-five dollars (\$125.00) paid by the Company and shall reimburse the Company the difference. Where the Officer leaves the employ of the Company before acquiring six (6) months service, the cost of the floater coat or the monies advanced will be deducted from his final pay. New Officers are not covered on their first tour of duty.
  - g) One (1) air breathing apparatus to be supplied aboard each continuously operating vessel. The apparatus shall be equivalent to the "Robert Shaw Five Minute Device".
5. The Employer will reimburse each Officer 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.

**1.23 Rates of Pay**

1. Increase rates as follows:

October 1, 2010	zero per cent (0%) across the board increase or COLA, whichever is greater
October 1, 2011	two per cent (2%) across the board increase or COLA, whichever is greater
October 1, 2012	two percent (2%) across the board increase or COLA, whichever is greater

COLA is to be based on annual **B.C.** CPI as published in the month of April preceding the October 1, increase.

**NOTE:** The "rates" to be changed to reflect the above increases are set out in Appendix "C-1" of the Collective Agreement.

**NOTE:** It is noted and agreed that the annual March, 2011 B.C. CPI is three point one percent (3.1%).

When Second (2<sup>nd</sup>) Mates and Third (3<sup>rd</sup>) Engineers are carried on a vessel, they shall receive rates of pay which are fifty dollars (\$50.00) per month below the rates for First (1<sup>st</sup>) Mate or Second (2<sup>nd</sup>) Engineer. Those Officers working in these classifications in November 1987 will continue to receive a rate of pay eleven dollars (\$11.00) per month below the rates for First (1<sup>st</sup>) Mates and Second (2<sup>nd</sup>) Engineers.

**1.24 Overtime**

- 1. Time worked in excess of regular hours to be paid at the rate of double the straight time hourly rate.
- 2. Overtime shall be calculated at a minimum of one (1) hour and in one-half (½) hour increments thereafter.

3. When Officers off duty are called for overtime work, they shall be allowed twenty (20) minutes call-out (30 minutes during the period October 1–March 31) and such call-out shall be considered as time worked. In the event a man is called more than once during an off- watch period, and there is less than one and one-half (1½) hours between the time of the second (2<sup>nd</sup>) call and the time of completing the first (1<sup>st</sup>) call, his overtime shall be deemed to be continuous from the time of the first (1<sup>st</sup>) call. The minimum payment for a call-out under this section shall be three (3) hours at the straight time rate.
4. Any Officer covered by this Agreement shall have the option of converting all overtime premium rates and statutory holiday pay into time off in lieu subject to:
  - a) Officers making an election any month to convert all or any part of said overtime, and
  - b) Officers who are due or are on scheduled leave (laydays), shall be entitled to take such converted leave provided they give the Company fourteen (14) days notice (except under extenuating circumstances) prior to commencing the additional leave, and this leave shall not be unreasonably denied. This arrangement shall not give rise to red day payments.
  - c) An Officer shall be entitled to be paid out his converted leave or part thereof subject to a two (2) week advance written request.
  - d) During periods of recession and high unemployment, and where it is identified that employment preservation at times of layoff can be achieved via overtime/premium conversion to leave the Guild and the Company by mutual agreement shall be empowered to enact mandatory overtime/premium conversion to leave, providing that:
    - i) The application is universal for all Officers.
    - ii) The application does not exceed six (6) months.
    - iii) The application is reviewed on a monthly basis.
    - iv) The application of this clause shall apply to all Officers covered by this Agreement.
    - v) Any Officer may elect, in writing, to retain his converted overtime leave and be paid into the red, as provided elsewhere under this Agreement, provided that such converted leave will be used before red-days for make-up to full pay when he is on medical leave and educational leave.
5. The payment of overtime will not apply under the following exceptions:
  - a) In the event of an emergency at sea involving the safety of the vessel and crew.
  - b) When Masters are working hours which are covered by the flat rate payment for excessive hours set out in Article 2.05.



6. a) The overtime shall be prepared in duplicate by the Officer and presented to the Master within forty-eight (48) hours for signature indicating both receipt of the claim and information that the work was ordered and performed. The duplicate copy of the claim shall be given to the Officer for the record. The Master shall turn in the overtime claim with the Ship's Log at first (1<sup>st</sup>) return to home port (or by mail at least twice monthly).
- b) If the overtime claim is disputed, a copy of the claim is to be returned by the Company to the Officer concerned within fourteen (14) days, together with reasons for rejecting the claim.
- c) Individual Companies shall establish specific cut-off date(s) for the purposes of paying overtime and shall process and pay overtime in the pay period immediately following the date so specified. The cut-off date not to exceed ten (10) calendar days prior to the payroll cut-off date.

### **1.25 Manning**

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

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. 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 at the straight time rate per full day worked in addition to his basic salary for performing such engine servicing as outlined in Article 3.01.11. and 12.
5. Due to sea-going conditions and the exigencies of the service, overtime work is necessary from time to time. Such overtime will be kept to a minimum and in no case, barring emergencies, will an Officer work more than sixteen (16) hours overtime in any consecutive seven (7) day period.
6. In every calendar day each crew member of a tug shall get at least eight (8) hours of rest, six (6) of which must be consecutive and unbroken. Not more than eighteen (18) hours nor less than six (6) shall elapse between such six (6) hour rest periods.

7. The hours of rest specified in Section 6 shall be maintained with respect to each crew member who:
  - a) Transfers from one tug to another.
  - b) Changes from one watch to another.
  - c) Changes from day work to watchkeeping duties.
  - d) Changes from employment ashore to watchkeeping duties aboard a tug.
8. Each crew member must take the hours of rest to which he is entitled under this Article.
9. **Hours of Rest During On-Watch Period**  
 An Officer may be instructed to take hours of rest during the period of his watch, at the Master's discretion, given the following conditions:
  - a) the vessel must be safely secured for a minimum of six (6) consecutive hours, and
  - b) a minimum of eight (8) hours rest per calendar day (six [6] consecutive) shall be maintained, and
  - c) the watch system, (6 to 12 or 12 to 6) shall be maintained, and
  - d) not less than six (6) nor more than eighteen (18) hours shall elapse between rest periods, and
  - e) he shall not work two (2) off-watch periods in a row, except immediately following an on-watch rest period, and
  - f) he shall not rest two (2) watch periods in a row, and
  - g) the rest period must be uninterrupted, and
  - h) whenever possible, he shall receive six (6) hours notice of taking an on-watch rest, and
  - i) he must be given a full meal at the end of the rest period (if missed).
 The foregoing shall apply only to continuous operating vessels with a crew of four (4) or more.
10. 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.
11. **Manning Disputes**  
 If a dispute should arise between the Parties on the manning of a vessel, the matter may be referred by either Party to the arbitrator in accordance with the terms of the arbitration procedure set out in Article 1.11.5.(d)(ii).

## 1.26 Joint Safety Committee

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

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

**1.27 liability Insurance**

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

**1.28 Tour of Duty**

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

**1.29 Other Marine Employment**

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

**1.30 Severance Pay**

Officers with more than one (1) year's service who are displaced and for whom no job is available due to automation, mechanization or permanent reduction in the number of vessels or number of Officers, will be entitled to severance pay.

Severance pay will be paid in the following manner (under the Canada Labour Code or this Article, whichever is the greater):

1. One (1) week's pay for each year of service (to last day worked) with the Company as an Employee.
2. The calculation of one (1) week's pay is the monthly basic x 7/30.42.

## PART III – SHIFT TUGS

### 3.01 Shift Vessels

1. The term "shift vessels" shall mean vessels where Officers work on daily shifts of eight (8) consecutive hours, or twelve (12) consecutive hours, provided that an Officer shall be free of the vessel during off-shift hours.  
Officers to be given equal opportunity to work day, afternoon and night shifts.
2. An Officer, when employed on a shift vessel, shall report to a designated place known as the home dock at shift starting time. If the Officer does not return to the home dock at the end of his shift, the Company will provide him with transportation back to the home dock. Company to provide travel insurance as under Article 2.04.2. for each Officer when traveling on Company business. The overtime rate shall be paid for all travel time which occurs after the time the Officer's shift would normally have ended. Any change in the home dock location shall require seven (7) days notice except for bridge damage and where structural damage to the dock prevents its safe use. In the latter case the closest possible dock to the home dock shall be utilized.
3. The shift starting times shall be constant on all vessels, and any change in shift starting times shall require seven (7) calendar days notice provided that where tidal problems are experienced in a river operation, shift starting times may be altered by agreement between the Parties in accord with the Memorandum of Understanding. Officers working in accordance with the progressive tide work day concept shall receive an additional one (1) hour's straight time pay for each shift so worked.
4. There shall be seven (7) calendar days notice of intent to change from an eight (8) hour shift to a twelve (12) hours shift, or vice versa.
5. There shall be no crew change between 24:00 hours and 06:00 hours except for emergencies such as injuries or illness. Notwithstanding the above, the Guild and the Company may mutually agree to a variance of up to one (1) hour before 06:00 hours.
6.
  - a) In the event that it is necessary to cancel a regular shift, at least eight (8) hours notice of cancellation shall be given for the day shift and six (6) hours notice for the afternoon and night shifts unless unforeseen circumstances clearly beyond the control of the Company prevent such notice. If notice is not given, the Officers involved shall receive four (4) hours pay at straight time.
  - b) An Officer whose shift is cancelled has the right to decline a call-out under 7. of this Article during the period of his cancelled shift.
7. An Officer who is called back to work after completing his shift and leaving the vessel, or who is called out on his regular days off, or when he would not normally expect to work, shall receive a minimum of four (4) hours pay at the regular overtime rate. However, if the call-out is within two (2) hours of his regular shift starting time and he continues working into his regular shift, his pay for the call-out shall be two (2) hours at the regular overtime rate. For call-outs, Officers will be informed of the specific job(s) to be performed when called by the Company.

Where an Officer is available of his own accord, at the dock, and agrees to relieve the on-shift Officer when he would otherwise work overtime, then the relieving Officer shall be paid in increments of one-half (½) hour with a one (1) hour minimum for the overtime worked. The Officer on-shift may, at his election, perform such overtime work and decline being relieved.

8. An Officer required to work two (2) hours or more beyond his regular shift shall be paid a meal allowance of twelve dollars fifty cents (\$12.50). Where an Officer is required to commence his shift two(2) or more hours before his regular starting time, he shall receive the meal allowance. Further, where an Officer works ten (10) hours or more on an eight (8) hour shift, or fourteen (14) hours or more on a twelve (12) hour shift, he shall receive the meal allowance.
9. When an Officer on a shift tug is required to work from a regular shift into overtime, a minimum rest period of not less than nine (9) consecutive hours free of the vessel shall be allowed before he returns to work. If by taking a rest period he commences work later than the normal starting time of the shift following, he shall receive a normal day's pay for that shift.
10.
  - a) An Officer shall be paid a subsistence allowance for each day he works or per shift where it crosses midnight, in the amount of twenty dollars twenty-four cents (\$20.24) per twelve (12) hour day and thirteen dollars forty-nine cents (\$13.49) per eight (8) hour day. In addition, tea, coffee, sugar, canned milk, hot chocolate and coffee Mate shall be supplied by the Company.
  - b) Where an Officer works mainly call-outs, he shall be paid a monthly flat rate subsistence allowance of two hundred seventy-four dollars eighty-seven cents (\$274.87) based on a calendar day rate, namely:
 
$$\frac{\text{Dollars} \times 12 \text{ (months)}}{365} = \text{rate per calendar day for each day in the employ of the Company excepting when in receipt of Workers' Compensation benefit payments while on vacation or while on "leave of absence"}$$
  - c) Flat rate payments shall be made once each month whether an Officer is working or taking leave. The payment shall be pro rated for an Officer who is not engaged in this capacity for the full month. The monthly rate is determined as follows:
 
$$\frac{20.24 \times 30.42}{2.24}$$

**NOTE:** Above rates to be increased as follows:

Per Day Worked	Oct 1/06	Oct 1/07	Oct 1/08	Oct 1/09
12 Hours	\$20.24	\$20.85	\$21.48	\$22.12
8 Hours	\$13.49	\$13.89	\$14.31	\$14.74
Monthly Flat Rate	\$274.87	\$283.15	\$291.71	\$300.40

11. If no Engineer is carried and the Master or other Officer services the engines, he shall be paid one-half (½) hour at his straight time hourly rate per shift worked over and above the rates of salaries and wages contained in this Agreement. The Master must be satisfied that the person designated to service the engines is competent to perform the duties.

Servicing of engines shall be carried out at regular intervals subject, however, to the discretion of the Master and operational considerations.

### **Servicing Duties**

#### **Operational Checks**

- a) Drain water from fuel system and change fuel filters if needed.
- b) Check batteries, hydrometer reading and add water
- c) Check and maintain oil level in base of main engine, auxiliary engine, reduction gear and air compressors.
- d) Check and maintain cooling water level in main engines and auxiliary engines.
- e) Check stuffing boxes and report.
- f) Check alarm system.
- g) Record and report repairs.
- h) Check and pump bilges.
- i) Check steering hydraulic hoses and rams for leaks.
- j) Check and maintain fuel levels.
- k) Check and maintain all grease points on winch, steering, reduction gear and stuffing boxes.

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

A Master or Mate shall not be required to:

- a) Change lube oil or lube oil filters.
- b) Change fuel filters.
- c) Change oil and filters in reduction gear.

Provided that, if under unusual circumstances, including isolation from servicing facilities, it becomes necessary for a Master or Mate to perform this work, he shall be paid his regular overtime rate for each hour so worked in addition to his basic rate of wages.

13. If an Officer is required to be available for a call to work on his regular day off, he shall be paid four (4) hours at time and one-half (1½) for each regular shift he is on standby duty and does not work.
14. The Company will post Officer work forecasts at least every ninety (90) days.
15. Except under extenuating circumstances, an Officer shall be given seven (7) days notice when requesting additional leave (provided the Officer has accumulated leave) and such leave shall not be unreasonably denied provided the overall efficiency of the operation is not affected.  
**NOTE:** The notice requirements referred to in this Article may be met either by verbal or written communication to the Officer concerned.
16. Officers shall be allowed a lunch break of thirty (30) minutes within one-half (½) hour either way of the middle of the shift, and such break can be taken while the vessel is underway. When the Company compensates the unlicensed crew member for a missed meal break, then the Company shall the Officer one-half (½) hour at his double time rates.

### **3.02 Eight Hour Shift**

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

### **3.03 Twelve Hour Shift Vessels**

1. On twelve (12) hour shift tugs, Officers shall be employed on a monthly pay and leave basis.
2. No twelve (12) hour shift tugs shall be dispatched to work in excess of twelve (12) hours. Should adverse conditions arise shortly before the end of a shift which necessitate working longer than twelve (12) hours, overtime shall be paid for according to the provisions of Article 1.24.

### **3.04 Leave**

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

### **3.05 Travel and Transfers**

1. For the purposes of this Article, the home port of an Officer and the home port of the vessel aboard which he is regularly employed shall be one and the same, provided that at the date of entering this Agreement, his home port shall be the port which has normally been regarded as the home port of the Officer.
2. When an Officer is dispatched to or discharged from a vessel away from his home port, the Company will provide travel insurance of two hundred thousand dollars (\$200,000.00) for each Officer and will be responsible for his transportation, wages, and board and lodging costs until such time as he is returned to his home port.

3. In the event that it becomes necessary to change the home port of a vessel on a permanent basis (eg: Victoria/Vancouver transfer), an Officer who has been regularly employed on the vessel may be requested to transfer to the new home port, in which case the Company shall be responsible for all reasonable costs incurred in moving and relocating his family and belongings. In the event that the Officer chooses not to move he shall have the option of:
  - a) Remaining with the vessel and bearing his own transportation, travel, board and lodging costs (if any), or
  - b) Exercising his rights of seniority under Article 1.12.4.

### **3.06 Radar Equipment**

Every vessel must be equipped with one or more radar in full compliance with Transport Canada requirements (as amended from time to time).



## PART IV

### 4.01 Fastwater Vessels

1. Fastwater vessels shall mean those operating in the following areas:
  - a) The Fraser River including all navigable waters connected therewith above Mission Bridge.
  - b) The Nass River and waters connected therewith from and above Echo Harbour and/or Double Island.
  - c) The Skeena River and waters connected therewith from and above the Scotia River.
  - d) Any other areas where the Guild and Company agree that this Article will apply.
2. The purpose of defining the areas is to restrict the exclusions contained within any Article of this part to Officers working on vessels operating within areas defined in (a) above.
3. Section 2. of Article 1.16 of this Agreement shall not apply to Officers employed on Fastwater Vessels.
4. Section 5. and 6. of Article 1.01 shall not apply to Officers employed on Fastwater Vessels.
5. For each day an Officer is requested to standby for a call to work, he shall be paid for standby duty in accordance with Article 13.
6. Article 3.03 of this Agreement shall apply to Fastwater Vessels.
7. Officers shall receive two (2) consecutive days off every second (2<sup>nd</sup>) week.
8. Due to the special nature of the Fastwater operation, an Officer may agree to remain on the Company's payroll or he may agree to "pay off" as of December 31<sup>st</sup> of each year by which time he shall inform the Guild and the Company by letter.
9. **Officers Remaining**

When an Officer remains on the payroll during the seasonal slowdown, the Company will continue his wages and benefits as per Article 1.16.5. The Company further agrees that such Officers shall be given all intermittent work, and upon re-opening of the season shall be given the first opportunity to resume work.
10. **Officers Paying Off**

If an Officer agrees to pay off as of December 31<sup>st</sup> of each year, he shall receive from the Company all monies due him less his share of normal payroll deductions to cover the period for which he has been paid, and shall be given his Employment Insurance (EI) Record. The Officers' seniority shall remain dormant during said pay off period and until returning to the same Employer or terminating his employment.
11. Under no circumstances shall an Officer who has agreed to "pay-off" under this Article be permitted to work in the marine industry until expiration of all his leave time, except where no Fast Water Personnel are available for the operations of Fastwater Vessels.

#### **4.02 Water Taxis and Cruise Vessels**

1. Officers employed on water taxis and cruise vessels shall be employed on an eight (8) hour work day basis. Overtime shall be paid for work in excess of eight (8) hours and for work performed when called out after 18:00 hours, or prior to 06:00 hours, except for scheduled crew trips to camps.
2. The Company will Endeavour to minimize or avoid dispatching service boats with passengers during the hours of darkness. The speed of the vessel during hours of darkness shall be at the sole discretion of the Master.
3. Officers shall report for work one-half (½) hour before scheduled sailing time and their pay shall start at the time of reporting.
4. The base rate of pay for Masters under this Article shall be twenty-eight dollars fifty-nine cents (\$28.59) – October 1, 2003, twenty-nine dollars seventy three cents (\$28.73) – June 9, 2004, twenty-nine dollars fifty-nine cents (\$29.59) – October 2004 and thirty dollars forty-eight cents (\$30.48) – October 1, 2005 per hour.
5. The Company agrees to pay each Master an allowance per day worked in lieu of subsistence under Article 3.01, 10 of eleven dollars eleven cents (\$11.11) – October 1, 2003, eleven dollars seventeen cents (\$11.17) – June 9, 2004, eleven dollars fifty-one cents (\$11.51) – October 1, 2004 and eleven dollars eighty-six cents (\$11.86) – October 1, 2005.

## PART V

### 5.01 Ships Other Than Tugs

The terms and conditions set out in this Collective Agreement shall apply as appropriate to the vessels named herein. Additional conditions are set out in Appendix 'IC-2' hereto.

- e **Haida Monarch**
- **Haida Brave**
- e **Seaspan Challenger**
- **Seaspan Doris**
- e **Seaspan Greg**
- **Coastal Express**

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

### 5.02 Union Dispatch Hall Fee

The Company agrees to pay to the Guild the agreed Hiring Hall Fee for each day for each Officer in its employ as follows:

October 1, 2006	one dollar thirty cents (\$1.30)
October 1, 2007	one dollar thirty-four cents (\$1.34)
October 1, 2008	One dollar thirty-eight cents (\$1.38)
October 1, 2009	One dollar forty-two cents (\$1.42)

#### Calculation Example:

One dollar thirty cents (\$1.30) (per day) x 30.42 (average month) =  
thirty-nine dollars fifty-five cents (\$39.55) times the number of Officers =  
monthly contribution.

### 5.03 Old Agreement



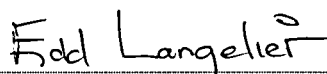
This Agreement nullifies any Addenda or Letter of Intent which existed between the Company and the Guild prior to January 25, 1973.

### 5.04 Effective Dates

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

### 5.05 Term of Agreement

This Agreement shall be effective from **October 1, 2010** and shall remain in effect until **September 30, 2013** and thereafter from year to year subject to four (4) month's notice in writing of desire to revise, amend or terminate same. Such notice may be given any time after May 31, 2013. 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.

 <b>Lionel Hole - General Manager</b>	 <b>Captain Neil MacDougall - Secretary Treasurer</b>
	 <b>Edd Langelier - Business Agent</b>

Dated at Vancouver, BC

This 16<sup>th</sup> day of

August, 2011

## APPENDIX " A

### List of Companies

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**DH Timber Towing & Salvage Ltd.**

## **APPENDIX "B"**

### **List of Vessels**

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**Koskimo Bay**

**Grant Bay**

## APPENDIX "F - 4"

### CMSG Wage Rates

Effective October 1, 2010 - 0% Increase

#### Masters

GROUP	MONTHLY BASIC	CALENDAR DAY	PAY FOR LEAVE	EARNINGS PER DAY WORKED	RATE PER HOUR	TIME & ONE-HALF	DOUBLE TIME
2	6,352.29	208.82	258.94	467.76	38.98	58.47	77.96
3	6,555.44	215.50	267.22	482.72	40.23	60.35	80.46
4	6,776.89	222.78	276.25	499.03	41.59	62.39	83.18
5	7,006.14	230.31	285.58	515.89	42.99	64.49	85.98
6	7,235.47	237.85	294.93	532.78	44.40	66.60	88.80
	7,697.37	253.04	313.77	566.81	47.23	70.85	94.46
7	7,464.79	245.39	304.28	549.67	45.81	68.72	91.62
	7,926.65	260.57	323.11	583.68	48.64	72.96	97.28
8	7,700.31	253.13	313.88	567.01	47.25	70.88	94.50
	8,162.13	268.31	332.70	601.01	50.08	75.12	100.16
9	7,929.64	260.67	323.23	583.90	48.66	72.99	97.32
	8,391.50	275.85	342.05	617.90	51.49	77.24	102.98
10	8,158.99	268.21	332.58	600.79	50.07	75.11	100.14
	8,620.84	283.39	351.40	634.79	52.90	79.35	105.80
11	8,605.52	282.89	350.78	633.67	52.81	79.22	105.62
	9,067.32	298.07	369.61	667.68	55.64	83.46	111.28

#### Eight Hour Masters

GROUP	MONTHLY BASIC	RATE PER HOUR	EARNINGS PER DAY WORKED	CALENDAR DAY	PAY FOR LEAVE	TIME & ONE-HALF	DOUBLE TIME
2	6,352.29	38.98	311.84	208.87	102.97	58.47	77.96
3	6,555.44	40.23	321.84	215.57	106.27	60.35	80.46
4	6,776.89	41.59	332.72	222.85	109.87	62.39	83.18
5	7,006.14	42.99	343.92	230.35	113.57	64.49	85.98

NOTE:

Calendar Day Rate

= rate per hour x 8 / 1.493

Pay for Leave

= earned per day worked - calendar day

**APPENDIX "F - 4"**

**CMSG Wage Rates**

**Effective October 1, 2011 - 3.1% Increase**

**Masters**

<b>GROUP</b>	<b>MONTHLY BASIC</b>	<b>CALENDAR DAY</b>	<b>PAY FOR LEAVE</b>	<b>EARNINGS PER DAY WORKED</b>	<b>RATE PER HOUR</b>	<b>TIME &amp; ONE-HALF</b>	<b>DOUBLE TIME</b>
<b>2</b>	6,549.21	215.29	266.96	482.25	40.19	60.29	80.38
<b>3</b>	6,758.66	222.18	275.50	497.68	41.47	62.21	82.94
<b>4</b>	6,986.97	229.68	284.80	514.48	42.87	64.31	85.74
<b>5</b>	7,223.33	237.45	294.44	531.89	44.32	66.48	88.64
<b>6</b>	7,459.77	245.23	304.09	549.32	45.78	68.67	91.56
	7,935.99	260.88	323.49	584.37	48.70	73.05	97.40
<b>7</b>	7,696.20	253.00	313.72	566.72	47.23	70.85	94.46
	8,172.38	268.65	333.13	601.78	50.15	75.23	100.30
<b>8</b>	7,939.02	260.98	323.62	584.60	48.72	73.08	97.44
	8,415.16	276.63	343.02	619.65	51.64	77.46	103.28
<b>9</b>	8,175.46	268.75	333.25	602.00	50.17	75.26	100.34
	8,651.64	284.41	352.67	637.08	53.09	79.64	106.18
<b>10</b>	8,411.92	276.53	342.90	619.43	51.62	77.43	103.24
	8,888.09	292.18	362.30	654.48	54.54	81.81	109.08
<b>11</b>	8,872.29	291.66	361.66	653.32	54.44	81.66	108.88
	9,348.41	307.31	381.06	688.37	57.36	86.04	114.72

**Eight Hours Masters**

<b>GROUP</b>	<b>MONTHLY BASIC</b>	<b>RATE PER HOUR</b>	<b>EARNINGS PER DAY WORKED</b>	<b>CALENDAR DAY</b>	<b>PAY FOR LEAVE</b>	<b>TIME &amp; ONE-HALF</b>	<b>DOUBLE TIME</b>
<b>2</b>	6,549.21	40.19	321.52	215.35	106.17	60.29	80.38
<b>3</b>	6,758.66	41.47	331.76	222.21	109.55	62.21	82.94
<b>4</b>	6,986.97	42.87	342.96	229.71	113.25	64.31	85.74
<b>5</b>	7,223.33	44.32	354.56	237.48	117.08	66.48	88.64

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

**APPENDIX "F - 4"**

**CMSG Wage Rates**

**Effective October 1, 2012 - 2% Increase or CPI**

**Masters**

<b>GROUP</b>	<b>MONTHLY BASIC</b>	<b>CALENDAR DAY</b>	<b>PAY FOR LEAVE</b>	<b>EARNINGS PER DAY WORKED</b>	<b>RATE PER HOUR</b>	<b>TIME &amp; ONE-HALF</b>	<b>DOUBLE TIME</b>
<b>2</b>	6,680.19	219.60	272.30	491.90	40.99	61.49	81.98
<b>3</b>	6,893.83	226.62	281.01	507.63	42.30	63.45	84.60
<b>4</b>	7,126.71	234.28	290.51	524.79	43.73	65.60	87.46
<b>5</b>	7,367.80	242.20	300.33	542.53	45.21	67.82	90.42
<b>6</b>	7,608.97	250.13	310.16	560.29	46.69	70.04	93.38
	8,094.71	266.10	329.96	596.06	49.67	74.51	99.34
<b>7</b>	7,850.12	258.06	319.99	578.05	48.17	72.26	96.34
	8,335.83	274.02	339.78	613.80	51.15	76.73	102.30
<b>8</b>	8,097.80	266.20	330.09	596.29	49.69	74.54	99.38
	8,583.46	282.17	349.89	632.06	52.67	79.01	105.34
<b>9</b>	8,338.97	274.13	339.92	614.05	51.17	76.76	102.34
	8,824.67	290.09	359.71	649.80	54.15	81.23	108.30
<b>10</b>	8,580.16	282.06	349.75	631.81	52.65	78.98	105.30
	9,065.85	298.02	369.54	667.56	55.63	83.45	111.26
<b>11</b>	9,049.74	297.49	368.89	666.38	55.53	83.30	111.06
	9,535.38	313.46	388.69	702.15	58.51	87.77	117.02

**Eight Hours Masters**

<b>3</b>							84.60
<b>4</b>	7,126.71	43.73	349.84	234.32	115.52	65.60	87.46
<b>5</b>	7,367.80	45.21	361.68	242.25	119.43	67.82	90.42



**APPENDIX "C – 4"**  
**Letter of Understanding**

**RE: Subsistence Allowance Rates**

---

Canadian Merchant Service Guild  
230 West Broadway  
Vancouver, BC

ATTENTION:                      Captain A.W. Davis

Dear Sir:

This will confirm the agreement between the Parties that future increases in the subsistence allowance will be tied to the wage increases.

Yours truly,

J.A. POLLOCK  
President  
DH Timber

## APPENDIX "C – 5"

**RE: Credit Agreement to Repay Wage Advances**

---

(Name of Company)

Dear Sir:

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

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

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

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

Yours truly,

(Employee)  
(Signature)  
(Name)  
(Address)  
(Occupation)

50

**APPENDIX "C – 6"**  
**Letter of Understanding**

**RE: Payroll Procedures**

---

Canadian Merchant Service Guild  
230 West Broadway  
Vancouver, BC

**ATTENTION:** Leo M. Gray

Dear Sir:

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 layday position will be determined by the amount of dollars (plus or minus) in his layday account divided by his new daily pay rate.

**3. Transfers – Eight (8) Hour / Twelve (12) Hour**

Where a transfer occurs between eight (8) hour and twelve (12) hour tugs, pay shall be pro rated on the basis of days actually worked on each, allowance being made for leave time earned:

Twelve (12) hour tugs – 1.17.10. and rates per calendar day must be referred to.

Eight (8) hour tugs – 3.02.1. and 2. and rates per calendar day must be referred to.

**4. Pay Statements**

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

- a) Days worked and rate paid.
- b) The number of leave days earned during the period.
- c) The number of days carried over from the previous period.
- d) The balance of days at the end of the pay period.
- e) The amount of annual holiday credits earned during the period and the total accrual to date.
- f) Statutory holiday pay.
- g) Earnings pertaining to "Duties Other Than as an Officer".
- h) Earnings pertaining to "Officers Working by the Vessel" Article.
- i) Overtime.
- j) Subsistence, engine servicing.
- k) Other.
- l) Gross Earnings.
- m) Deductions.
- n) Net earnings.

5. Upon request by an Employee, his 'converted overtime to leave' will be shown on his pay statement.
6. Any proposed change in payroll procedures will be by mutual agreement between the Parties.

An Officer may convert to leave his Master's excessive hours payments where a Company's payroll system can accommodate.

**APPENDIX "E – 1"**  
**Letter of Understanding**

**RE: New Hire Officer Declaration of Guild Membership Status**

---

December 1, 1995

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

ATTENTION: Leo Gray  
Secretary-Treasurer

Dear Sir:

**RE: New Hire Officer Declaration of Guild Membership Status**

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

Yours truly,

Brian E. Sims  
Labour Relations Coordinator

SUGGESTED LETTER FORMAT:

TO: (Company Name)

FROM: (New Officer)

Dear Sirs:

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

Yours truly,  
(signature)

**APPENDIX "E – 2"**  
**Letter of Understanding**

**RE: BareBoat Charters**

---

Canadian Merchant Service Guild  
230 West Broadway  
Vancouver, BC

ATTENTION: Leo M. Gray

Dear Sir:

**RE: Bareboat Charters Claims Involving Third Parties**

Section 2. of Article 1.01 (Recognition) provides in part that should a charterer fail or neglect to abide by the terms of our Collective Agreement, the Company will be liable to the Guild members concerned for unpaid wages and other monetary benefits.

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

**APPENDIX "E – 4"**  
**Letter of Understanding**

**RE: Crew Complement**

---

The DH Timber will discuss any proposed crew complement changes with the Guild with respect to re-powered and existing vessels with the intent to reach mutual agreement.

The terms of reference for proposed crew complement changes shall be:

1. Geographical limits of operations.
2. Types of tow and restrictions.
3. Tours of duty.
4. Canadian Coast Guard regulations pertaining to safety of crew and vessel.

Where the Parties fail to reach mutual agreement, the issue in dispute arising from any crew complement change shall be referred to the Industry Arbitrator for expedited arbitration under Article 1.11.5.(d)(iii) and (iv) of the Collective Agreement and the status quo will apply until a summary decision is issued.

SIGNED ON BEHALF DH TIMBER

J.A. POLLOCK

SIGNED ON BEHALF OF THE CANADIAN MERCHANT SERVICE GUILD

A.W. DAVIS

DATED AT VANCOUVER, BC THIS 20TH DAY OF JUNE 1984.

**APPENDIX "E – 5"**  
**Letter of Clarification**

**RE: Letter of Clarification – Crew Complement**

---

The expedited arbitration procedure outlined in the Letter of Understanding – Crew Complement, dated June 20, 1984 is clarified as follows:

- i) Upon such a dispute arising and the Arbitrator being so notified by one of the Parties, he will be bound to hear the matter forthwith and issue a summary decision, direction or order, which will be binding upon the Parties. Thereafter, Article 1.11, Subsections 1.11.5.(d) (iii) and (iv) of the Collective Agreement shall apply.

SIGNED ON BEHALF OF  
DH TIMBER TOWING & SALVAGE LTD.

SIGNED ON BEHALF OF  
CANADIAN MERCHANT SERVICE GUILD

J.A POLLOCK

A.W. DAVIS

Dated at Vancouver BC this     day of August, 1984.



## APPENDIX "E – 6"

### RE: Job Redundancy Clause

---

#### 1. Employment Security

Regular full-time Officers who have seniority with their current Employer will have employment security.

- a) An Officer who has employment security will not be subjected to layoff as a result of the elimination of an Officers position as identified in the Redundant Job Schedule.
- b) An Officer who is affected by a change in the manning of a vessel shall accept one (1) of the following options, the particular option will be at his discretion alone:
  - i) May exercise his seniority rights within the fleet.
  - ii) May accept a related shore side position offered by the Company, in which case his employment security will continue.
  - iii) May accept training for another position within the Company.
  - iv) May sever his employment with the Company by accepting the monetary consideration.
- c) Where an Officer is realigned to another position of a lesser pay classification, either by exercising his seniority under (b)(i) or being transferred under (b)(ii), he shall be paid no less than the pay class he formerly worked in.
- d) Where an Officer is employed on a floating basis, his "former rate" shall be established by averaging his actual rates over the previous twelve (12) months of employment.

#### 2. Separation Provision

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

#### 3. Separation Allowance

The separation allowance shall consist of three (3) weeks of basic pay (twenty-one [21] days at the calendar rate) for each year of cumulative compensated service\* to a maximum of seventy-five per cent (75%) the Officer could earn at this basic rate prior to age sixty-five (65). A pro rated payment will be made for a part year. This enhanced allowance for separation due to redundant jobs replaces the severance provisions of Article 1.30 in the current Collective Agreement.

\*Cumulative Compensated Service shall be defined as:

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

4. **Review Committee**

A Committee of six (6) members, three (3) each from the Guild and DH Timber shall be named. Any disputes arising under this Agreement shall be put before this Committee for resolution. When the Committee is unable to resolve an issue, it is agreed that a third Party will be named by mutual agreement of the Parties to provide Mediation-Arbitration for binding resolution. Failing such an appointment by the Committee either Party may refer it to arbitration under Article 1.11. 5. of the Collective Agreement.

5. **Redundant Job Schedule for Vessels**

- a) To be determined by joint DH Timber – CMSG Manning Committee.
- b) Every position that becomes redundant will be considered to have had two (2) individuals employed within that position.
- c) This Agreement becomes effective upon date of signing.
- d) Vessels which have been laid up or out of service for more than twelve (12) months shall be crewed in accordance with the recommendations of the Manning Committee, and this Job Redundancy Agreement shall not apply.

6. The Parties agree that should it be necessary at some future date to increase manning to cover the duties of those Officers made redundant under this Agreement, the positions will be filled by CMSG members.

DATED AT VANCOUVER, BC THIS 27<sup>th</sup> DAY OF AUGUST, 1991.

**APPENDIX "E – 7"**  
**Job Redundancy Schedule**  
**Agreement Number 1**

**BETWEEN:           DH Timber Towing & Salvage Ltd.**  
**AND:                 Canadian Merchant Service Guild**

---

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

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

DATED AT VANCOUVER, BC THIS 30<sup>th</sup> DAY OF SEPTEMBER, 1992.

**APPENDIX "E – 8"**  
**Job Redundancy Schedule**  
**Agreement Number 2**

**BETWEEN:**            **DH Timber Towing & Salvage Ltd.**  
**AND:**                 **Canadian Merchant Service Guild**

---

This Agreement shall replace any and all prior agreement to carry Second (2<sup>nd</sup>) Mates.

1. Companies shall not be required to carry Second (2<sup>nd</sup>) Mates on those tugs which are not required by regulation to have Second (2<sup>nd</sup>) Mates (ie: under 400 Registered Tons).
2. The removal of Second (2<sup>nd</sup>) Mates from the redundant positions will be initiated at a time designated by the individual Companies.

DATED AT VANCOUVER, BC THIS 30<sup>th</sup> DAY OF SEPTEMBER, 1992.

**APPENDIX "E – 9"**  
**Letter of Understanding**

**RE: Employee Family Assistance Program (EFAP)**

---

Every Employer represented by the DH Timber Towing & Salvage Ltd. and listed within this Agreement as a member Employer shall have in place an EFAP or in the alternative join the Industry Plan.

## APPENDIX "F – 1"

### RE: Towboat Accommodation Standards

---

#### A. General

1. A Committee will be established to be known as the Towboat Accommodation Standards Committee. It shall be made up of equal representation from the Company and the Unions concerned. Its functions shall be as follows:
  - a) To receive and study plans and layouts of vessels modifications and new vessel construction prior to such modification or construction.
  - b) To improve or advise on that portion of the plans which fall within the jurisdiction of this Article.
  - c) To act in matters concerning government regulations which have a direct effect on safety, efficiency and comfort in the West Coast towing industry, using outside assistance as may be required, eg: Naval Architect, Minister of Transport.
2. For the purpose of this Article, the application of the term "wherever practicable" shall be determined by the Committee. Consideration shall be given to the size of the vessel and type of operation.
3. In instances where this committee is unable to reach a solution within its terms of reference, the issue shall be put to arbitration in accordance with the provisions of Article 1.11.5.
4. The Committee shall act only on written request in dealing with problems on specific vessels. Such a request may be made by any one of the Parties.

#### B. Definitions

1. New tug means:
  - a) a tug the keel of which is laid on/or after the effective date of this Agreement.
  - b) a tug purchased outside of the jurisdiction of the Western Branch Guild.
  - c) a tug on which major modifications are commenced on/or after the date of signing the Agreement.
  - d) any alterations made to vessel that has previously been classified as a new vessel must continue to comply with the terms of the new tug standards which existed at the time the vessel was classified except where mutually agreed.
2. Existing tug means:
  - a) a tug other than a new tug.
3. Continuous operating tug means:
  - a) a tug on which the crew sleeps and eats on board and where meals are prepared on board.
4. Shift tug means:
  - a) a tug operating in a restricted area where the crew does not sleep aboard.

## C. New Tugs Other Than Shift Tugs

### 1. Design Standards for Sleeping Rooms

- a) Vessels up to fifty feet (50') in length between perpendiculars:  
All accommodation space to be situated above the deepest water line.
  - i) Officers shall be accommodated in single berth rooms.
  - ii) Maximum number of persons in one (1) sleeping room shall be two (2).
- b) Vessels over fifty feet (50') and up to ninety feet (90') in length between perpendiculars:
  - i) All accommodation space to be above the deepest waterline.
  - ii) All sleeping rooms to be on/or above the main deck.
  - iii) Officers shall be accommodated in single berth rooms.
  - iv) Maximum number of persons in one sleeping room shall be two (2).
  - v) All sleeping rooms to be single berth rooms where practicable.
- c) Vessels over ninety feet (90') in length between perpendiculars:
  - i) All sleeping rooms to be situated on or above the main deck.
  - ii) All sleeping rooms to be single berth rooms.
  - iii) All accommodation space to be situated on/or above the main deck, where practicable.
  - iv) The sleeping room for the Chief Engineer shall include one extra locker.
  - v) The Chief Engineer's sleeping room on vessels over one hundred twenty feet (120') in length between perpendiculars shall, in addition to the above provisions, include one (1) 24" x 54" desk, one (1) two (2) drawer filing cabinet and one (1) standing book case.
- d) Square foot area of sleeping rooms:
  - i) All single berth sleeping rooms shall have a minimum total floor area of fifty (50) square feet.
  - ii) All two (2) berth sleeping rooms shall have a minimum total floor area of fifty-five (55) square feet.  
Where practicable and space is available, priority shall be given to increasing the total floor area in two (2) berth cabins.
  - iii) Any accommodation space that is inadequate by reasonable standards shall not be included in the calculation of floor area.
  - iv) Every sleeping room shall be constructed to provide clear head room of six feet (6') six inches (6") at every point in the room which is available for free movement.
  - v) Where practicable, every sleeping room shall have at least one (1) window or side light with a clear opening of not less than eighteen inches (18").
  - vi) Every bed shall be fitted with a spring filled mattress.
  - vii) Every bed shall be large enough to accommodate a mattress of six feet (6') six inches (6") in length and two feet (2') three inches (3") in width. Where practicable, mattress width will be increased to two feet (2') six inches (6").

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

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

## 2. **Washrooms and WC's**

- a) i) Every vessel shall have a properly installed and functioning WC and be provided with mechanical ventilation.
- ii) For a crew complement of seven (7) to thirteen (13) there shall be at least two (2) WC's. For each six (6) additional crew members there shall be an additional WC.
- b) i) Every vessel shall have a properly installed and functioning shower supplied with hot and cold fresh water through taps.
- ii) For a crew complement up to and including seven (7) men, there shall be one **(1)** shower.
- iii) For a crew complement of eight (8) to fifteen (15) men there shall be two (2) showers. For each seven (7) additional men there shall be an additional shower.
- c) i) On new vessels, each Officer's room will be provided with a properly functioning wash basin.

## 3. **Dining Areas**

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

## 4. **Insulation**

- a) **Noise**
  - i) All accommodation space shall be insulated against engine and other noise based on the result of the "Noise Reduction Program" set out in Appendix "F-2" to this Agreement.
- b) **Heat and Cold**
  - i) All accommodation shall be properly and adequately insulated against heat and cold, and have provision for heating when weather conditions require it, and be provided with mechanical ventilation.



- ii) Sound reduced booth on vessels over one hundred twenty feet (120') in length, and communication booths on vessel ninety (90') to one hundred twenty feet (120') in length. Issue referred to Health and Safety Committee.

#### **D. New Shift Tugs**

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

#### **E. Existing Shift Tugs**

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

## **F. Existing Vessels Other Than Shift Tugs**

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

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

### **Classification Factors**

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

- c) All accommodations shall be properly and adequately ventilated.
- d) On any tug that the crew works longer than seven (7) days at one (1) time, a washing machine and proper facilities for drying clothes shall be provided.

### **Vessel Groups**

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

#### **Group I**

Vessels that completely comply with the terms of this Section.

#### **Group II**

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

#### **Group III**

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

#### **Group IV**

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

### **G. Dozer Boats**

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

### **H. General Provisions**

1. Aerial jacks (radio) shall be installed in Officers quarters of new vessels and in existing vessels which undergo refit.
2. All towboats shall be furnished with all equipment necessary for storing, preparing, cooking and serving food.
3. Bunks allocated to crew members shall only be used by crew members.

## APPENDIX "F – 2"

### RE: **Noise Abatement Program**

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

#### 1. **Noise Level Readings**

The Company agrees that it's member Companies shall, if they have not yet done so, have noise level readings taken on all of their vessels.

The noise level readings shall be taken in accommodation areas, specifically sleeping cabins, galleys, mess rooms, wheelhouses, and recreation rooms. Such readings shall be taken in accordance with the Standards Respecting Noise Control and Hearing Protection in Canadian Towboats over fifteen (15) Tons, Gross Tonnage. All noise level readings are to be made available to the Guild for inspection upon request. Should the Company take subsequent noise level readings, the Guild will be supplied with copies of findings. Should a Company fail to comply, the Guild may require that the vessel(s) in question be tied up until such time as the readings are taken and shown to the Guild.

Noise level readings shall be taken as follows:

- a) The Company may take its own level readings and in this event the Guild may have a Guild official in attendance while the vessel(s) are being tested, or
- b) should the Guild dispute any noise level readings tendered, the Guild may then require further noise level readings with a Guild Representative in attendance.
- c) The Committee shall have the authority to examine any vessel in respect of which a noise problem is presented to the Committee.

#### 2. **Progress Reports**

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

#### 3. **Audiometric Testing**

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

#### 4. **Hearing Protection**

On vessels where there exists steady state and impact noise considered excessive, Officers shall be provided with adequate hearing protective devices. The noise exposure levels and standards of protective equipment shall be as provided for in the Transport Canada Coast Guard Standards Respecting Noise Control and Hearing Protection in Canadian Towboats over fifteen (15) Tons, Gross Tonnage, subject to the Marine Occupational Safety and Health Regulations.

5. **Meetings**

The Committee will meet at the call of either the Company or one (1) of the participating Unions to discuss progress and new developments.

6. **Committee**

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

## APPENDIX "F – 3"

**RE: Sound Booths in Vessels over 2000 KW**

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Capt. A.W. Davis  
Secretary Treasurer  
Canadian Merchant Service Guild  
230 West Broadway  
Vancouver, BC  
V5Y 1P7

Dear Capt. Davis:

It is agreed that the Guild should name to DH Timber Towing & Salvage Ltd. the vessels with main engines over 2000KW where sound booths in the engine rooms could assist in communication with the bridge. DH Timber Towing & Salvage Ltd. will notify the Company concerned and assist in a thorough examination of the matter.

Yours truly,

J.A. POLLOCK  
President  
DH Timber Towing & Salvage Ltd.

**APPENDIX "F – 4"**  
**Letter of Understanding**

**RE: Asbestos Control Program**

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

**APPENDIX "G – I"**  
**Letter of Understanding**

**RE: Reasonable Costs**

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Canadian Merchant Service Guild  
230 West Broadway  
Vancouver, BC

**ATTENTION:** Leo M. Gray

Dear Sir:

**RE: Article 2.04 – "Reasonable Costs"**

Some question has arisen as to the meaning of the term "reasonable costs" as it appears in Article 2.04 of the Agreement. I explained during negotiations that "reasonable costs incurred in moving and re-locating 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, eg: grand piano, livestock, etc.



**APPENDIX "G – 2"**  
**Letter of Understanding**

**RE: Continued Proficiency Endorsement (CPE)**

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July 17, 1989

The Council and the CMSG agree to refer to the Education Committee as provided for in Article 1.18.1. of the Collective Agreement, the matter of the Federal Governments' proposed re-validation (CPE) for existing certificates. The focus will be on the needs and concerns of West Coast Officers and Employers. The Committee shall consider all relevant material and make such recommendations as deemed appropriate to the Council and the Guild for their approval and implementation.

The terms of reference of the Committee shall be as follows:

1. To consider and make recommendations on:
  - a) Number of Officers to be affected.
  - b) Need for exemptions.
  - c) Funding of necessary training including books, courses, living allowances and wages.
  - d) Review merits of SEN ■,II with respect to contents and length of these courses as applicable to the West Coast Towboat Industry.
  - e) Review merits of requirements for MED (81)& (82) for CPE.
  - f) Implementation dates for the proposed Continued Proficiency Endorsement.
  - g) Related matters.

CANADIAN MERCHANT SERVICE GUILD

DH TIMBER TOWING & SALVAGE LTD.

L.M. GRAY

B.E. SIMS

**APPENDIX "J"**  
**Letter of Understanding**

**RE: Return-To-Work Program**

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Should DH Timber implement a Modified Return-to-Work Program (MTRW) for Officer(s) returning from a WCB claim shall inform the Guild of the particulars of the program. The Officers attending Physician(s) must approve the MRTW before an Officer commences his program.

**APPENDIX "K"**  
**Letter of Understanding**

**RE: Article 1.08 – Benefit Plan**

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Pursuant to the provisions of Clause 1.08 of the Collective Agreement, the Company provides a monthly financial contribution to maintain the Benefit Plan held by the Guild and, accordingly, is desirous of reviewing the status of the Plan relative to benefit entitlements, costs, and claims experience from time to time. As such, Company Representatives may meet with the Benefit Plan Trustees and the Administrator Representative by providing notice to the Western Branch Secretary of their desire to meet. Such meetings will take place during the time period the Trustees are meeting, the intent being not to incur additional costs to the Plan for facilitating such meetings. It is understood that such Trustee meetings are not rigidly set, however, on such historical basis, three (3) to four (4) Trustee meetings are held each calendar year. The Guild will provide a minimum of thirty (30) days notice to the Company of each Trustee meeting.

Any advise or recommendation offered by the Company Representative(s) at such meetings will be duly considered and the status of same will be responded to by the Trustees through the Administrator of the Plan. For clarity, the purpose of the meeting is to review the state of the Benefit Plan, provide constructive advice to the Trustees, and not to reduce benefits.

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**LETTER of UNDERSTANDING**  
**Eight Hour Shifts**

**BETWEEN:**            **DH Timber Towing & Salvage Ltd.**  
                              *( hereinafter called the "Company" )*

**AND:**                 **Canadian Merchant Service Guild (Western Branch)**  
                              *( hereinafter called the "Guild" )*

**SUBJECT:**            **Eight (8) Hour Shifts**

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Notwithstanding the provisions of Article 3.01 and 3.03 of the Collective Agreement, the company may institute eight (**8**) hour shift operations upon twelve (12) hours notice in accordance with Article 3.02 under the following conditions:

1. This provision to be used for short notice situations only.
2. The regular start times will be maintained wherever possible.
3. The option to accept or decline the shift rests absolutely with the Employee.
4. Examples of eight (**8**) hour shift usage are:
  - a) Fish farm movement.
  - b) Preparation for the log barge arrival.
  - c) Ship berthing during weekday dayshift hours.
  - d) Ship berthing on week-ends or after weekday hours.
  - e) Limited boom movements/extra towing that is unexpected or unanticipated by either party.

It is agreed that the company will maintain it's normal twelve (12) hour operation on an ongoing basis and that this letter will only be invoked to augment the Companies normal daily operations.

Either party may cancel this Letter of Understanding in the event of abuse by the other party. Any issue of alleged abuse will be processed as a matter for Interpretation Ruling pursuant to Grievance Procedure Article 1.11(5)(e).

**LETTER of UNDERSTANDING**  
**Assists Through Quatsino Narrows**

Between:

D.H. Timber Towing & Salvage Ltd.  
(hereinafter called the "Company")

And

Canadian Merchant Service Guild (Western Branch)  
(hereinafter called the "Guild")

Subject: Assists Through Quatsino Narrows

Notwithstanding the provisions of Article 3.01 (g) of the Collective Agreement concerning four (4) hour callouts, the following will prevail where a second tug is required to assist through Quatsino Narrows:

The four (4) hours pay at the regular overtime rate will be replaced with three (3) hours pay at the regular overtime rate of pay when the work is completed within a three (3) hour time frame. Should the work go beyond three (3) hours then the full provisions of Article 3.01 will apply.

Either party may, at its discretion, cancel this letter of understanding upon providing the other party with ninety (90) days written notice.

Signed this 26<sup>th</sup> day of August, 2004

  
Lionel D. Hole  
D.H. Timber Towing & Salvage Ltd.

  
Sharla Pelosse

  
Arnold Vingstnes  
Canadian Merchant Service Guild (Western Branch)

  
Edd Langelier

  
Bob Holloway

**LETTER of UNDERSTANDING**  
**Quatsino Narrows and Tending Log Barges**

**BETWEEN:**            **DH Timber Towing & Salvage Ltd.**  
                              *( hereinafter called the "Company" )*

**AND:**                 **Canadian Merchant Service Guild (Western Branch)**  
                              *( hereinafter called the "Guild" )*

**SUBJECT:**            **Quatsino Narrows and Tending Log Barges**

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- When Officers work on log towing through Quatsino Narrows or log barge tending, they shall be subject to the terms of this Letter as noted below. All remaining terms of the Collective Agreement will apply with full force and effect.
- **Overtime Increments**  
Overtime shall be calculated in minimums of one-half (1/2) hour increments and shall be paid on the basis of each completed one-half hour or part thereof.
- **Travel Time Pay**  
When an Officer travels from his home dock to the vessel or vice versa, he shall be paid for such travel time at his straight time rate in increments of one-half hour (1/2). There shall be no pyramiding with any required over-time payment.
- **Notice Requirements**  
An Officer shall be given a minimum of twelve (12) hours notice of any change to shift starting time or for change under Article 3.01.4. Adequate and safe parking of vehicles as presently provided. At the completion of a shift, it shall be the Company's responsibility to provide transportation back to originating home dock.
- No shift change or start under this Letter between 00:00 – 06:00.
- The company can use this Letter for a maximum of two (2) log barges per month.
- Either party may cancel this Letter of Understanding in the event of abuse by the other party. Any issue of alleged abuse will be processed as a matter for Interpretation Ruling pursuant to Grievance Procedure Article 1.11(5)(e).

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# COLLECTIVE AGREEMENT

**DH TIMBER TOWING and SALVAGE LTD.**

## **Canadian Merchant Service Guild**

Western Branch  
#310 – 218 Blue Mountain Street  
Coquitlam, BC  
V3K 4H2

Tel: 604 . 939 . 8990

Email: [cmsgwb@cmsg.org](mailto:cmsgwb@cmsg.org)  
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