

# COLLECTIVE AGREEMENT

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



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



Effective Date **13948(04)**  
October 1, 2017- September 30, 2027

# TABLE OF CONTENTS

<b>PREAMBLE .....</b>	<b>4</b>
<b>PART I – GENERAL .....</b>	<b>4</b>
<b>1.01 Recognition .....</b>	<b>4</b>
<b>1.02 Termination of Employment.....</b>	<b>5</b>
<b>1.03 Discrimination and Intimidation .....</b>	<b>6</b>
<b>1.04 Legal Defence Fund .....</b>	<b>6</b>
<b>1.05 Canadian Merchant Service Guild, Western Branch Pension Plan .....</b>	<b>6</b>
<b>1.06 Boarding Pass .....</b>	<b>7</b>
<b>1.07 Warranty of Continuous Operation .....</b>	<b>7</b>
<b>1.08 Benefit Plan.....</b>	<b>7</b>
<b>1.09 Marine Disaster .....</b>	<b>9</b>
<b>1.10 Medical Examinations.....</b>	<b>9</b>
<b>1.11 Grievance Procedure .....</b>	<b>10</b>
<b>1.12 Seniority .....</b>	<b>13</b>
<b>1.13 Annual Vacations .....</b>	<b>17</b>
<b>1.14 Annual Vacation Pay on Termination .....</b>	<b>19</b>
<b>1.15 Statutory Holidays .....</b>	<b>19</b>
<b>1.16 Leave (Laydays) .....</b>	<b>20</b>
<b>1.17 Leave of Absence.....</b>	<b>22</b>
<b>1.18 Education and Upgrading.....</b>	<b>24</b>
<b>1.19 Duties .....</b>	<b>26</b>
<b>1.20 Duties Other than as an Officer .....</b>	<b>26</b>
<b>1.21 Officers Working by the Vessel.....</b>	<b>26</b>
<b>1.22 Clothing .....</b>	<b>26</b>
<b>1.23 Rates of Pay .....</b>	<b>27</b>
<b>1.24 Overtime.....</b>	<b>27</b>
<b>1.25 Manning .....</b>	<b>29</b>
<b>1.26 Joint Safety Committee .....</b>	<b>29</b>
<b>1.27 Liability Insurance .....</b>	<b>30</b>
<b>1.28 Tour of Duty.....</b>	<b>30</b>
<b>1.29 Other Marine Employment .....</b>	<b>30</b>
<b>1.30 Severance Pay.....</b>	<b>30</b>
<b>PART III – SHIFT TUGS .....</b>	<b>31</b>
<b>3.01 Shift Vessels .....</b>	<b>31</b>
<b>3.02 Eight Hour Shift.....</b>	<b>34</b>
<b>3.03 Twelve Hour Shift Vessels.....</b>	<b>34</b>
<b>3.04 Leave .....</b>	<b>35</b>
<b>3.05 Travel and Transfers .....</b>	<b>35</b>
<b>3.06 Radar Equipment.....</b>	<b>35</b>
<b>PART V .....</b>	<b>36</b>
<b>5.02 Union Dispatch Hall Fee .....</b>	<b>36</b>
<b>5.03 Old Agreement .....</b>	<b>36</b>
<b>5.04 Effective Dates.....</b>	<b>36</b>
<b>5.05 Term of Agreement .....</b>	<b>36</b>

<b>APPENDIX "A"</b> .....	<b>37</b>
<b>List of Companies</b> .....	<b>37</b>
<b>APPENDIX "B"</b> .....	<b>38</b>
<b>List of Vessels</b> .....	<b>38</b>
<b>APPENDIX "C – 1"</b> .....	<b>39</b>
<b>CMSG Wage Rates</b> .....	<b>39</b>
<b>Effective October 1, 2017 – 2% Increase or CPI</b> .....	<b>39</b>
<b>Effective October 1, 2018 – 2% Increase or CPI</b> .....	<b>40</b>
<b>Effective October 1, 2019 – 2% Increase or CPI</b> .....	<b>41</b>
<b>Effective October 1, 2020 – To be Determined</b> .....	<b>42</b>
<b>Effective October 1, 2021 – To be Determined</b> .....	<b>42</b>
<b>Effective October 1, 2022 – To be Determined</b> .....	<b>42</b>
<b>Effective October 1, 2023 – To be Determined</b> .....	<b>42</b>
<b>Effective October 1, 2024 – To be Determined</b> .....	<b>42</b>
<b>Effective October 1, 2025 – To be Determined</b> .....	<b>42</b>
<b>Effective October 1, 2026 – To be Determined</b> .....	<b>42</b>
<b>APPENDIX "C – 4"</b> .....	<b>43</b>
<b>Letter of Understanding</b> .....	<b>43</b>
<b>RE: Subsistence Allowance Rates</b> .....	<b>43</b>
<b>APPENDIX "C – 5"</b> .....	<b>44</b>
<b>RE: Credit Agreement to Repay Wage Advances</b> .....	<b>44</b>
<b>APPENDIX "C – 6"</b> .....	<b>45</b>
<b>Letter of Understanding</b> .....	<b>45</b>
<b>RE: Payroll Procedures</b> .....	<b>45</b>
<b>APPENDIX "D"</b> .....	<b>47</b>
<b>RE: Extrapolated Language</b> .....	<b>47</b>
<b>APPENDIX "E – 1"</b> .....	<b>48</b>
<b>Letter of Understanding</b> .....	<b>48</b>
<b>RE: New Hire Officer Declaration of Guild Membership Status</b> .....	<b>48</b>
<b>APPENDIX "E – 2"</b> .....	<b>49</b>
<b>Letter of Understanding</b> .....	<b>49</b>
<b>RE: Bareboat Charters</b> .....	<b>49</b>
<b>APPENDIX "E – 4"</b> .....	<b>50</b>
<b>Letter of Understanding</b> .....	<b>50</b>
<b>RE: Crew Complement</b> .....	<b>50</b>
<b>APPENDIX "E – 5"</b> .....	<b>51</b>
<b>Letter of Clarification</b> .....	<b>51</b>
<b>RE: Crew Complement</b> .....	<b>51</b>
<b>APPENDIX "E – 6"</b> .....	<b>52</b>
<b>RE: Job Redundancy Clause</b> .....	<b>52</b>

<b>APPENDIX "E – 9"</b> .....	<b>54</b>
<b>Letter of Understanding</b> .....	<b>54</b>
<b>RE: Employee Family Assistance Program (EFAP)</b> .....	<b>54</b>
<b>APPENDIX "F – 1"</b> .....	<b>55</b>
<b>RE: Towboat Accommodation Standards</b> .....	<b>55</b>
<b>APPENDIX "F – 2"</b> .....	<b>57</b>
<b>RE: Noise Abatement Program</b> .....	<b>57</b>
<b>APPENDIX "G – 1"</b> .....	<b>59</b>
<b>Letter of Understanding</b> .....	<b>59</b>
<b>RE: Reasonable Costs</b> .....	<b>59</b>
<b>APPENDIX "G – 2"</b> .....	<b>60</b>
<b>Letter of Understanding</b> .....	<b>60</b>
<b>RE: Continued Proficiency Endorsement (CPE)</b> .....	<b>60</b>
<b>APPENDIX "J"</b> .....	<b>61</b>
<b>Letter of Understanding</b> .....	<b>61</b>
<b>RE: Return-To-Work Program</b> .....	<b>61</b>
<b>Letter of Understanding</b> .....	<b>62</b>
<b>RE: Article 1.08 – Benefit Plan</b> .....	<b>62</b>
<b>LETTER OF UNDERSTANDING</b> .....	<b>63</b>
<b>Eight Hour Shifts</b> .....	<b>63</b>
<b>LETTER OF UNDERSTANDING</b> .....	<b>64</b>
<b>Assists through Quatsino Narrows</b> .....	<b>64</b>
<b>LETTER OF UNDERSTANDING</b> .....	<b>65</b>
<b>Quatsino Narrows and Tending Log Barges</b> .....	<b>65</b>

# COLLECTIVE AGREEMENT

**BETWEEN: THE CANADIAN MERCHANT SERVICE GUILD**

*(hereinafter referred to as the "Guild")*

Representing:

- Masters,
- Mates

**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 I – GENERAL

### 1.01 Recognition

1. The Company recognizes the Guild as the sole bargaining agent for all Masters, Mates 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 Clause 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 Clause 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 thirty five dollars fifty cents (\$35.50) per month.

October 1, 2017	Thirty five dollars and fifty cents (\$35.50)
October 1, 2018	Thirty six dollars and twenty-one cents (\$36.21)
October 1, 2019	Thirty six dollars and ninety-three cents (\$36.93)
October 1, 2020 to September 30, 2027	TBD (per Clause 4 below)

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.
4. Amounts to be increased with negotiated wage increases.

**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 percent (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 Clause 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:

October 1, 2008:	Nine hundred twenty dollars (\$920.00)
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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 Clause 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.
  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 Clause 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 "C-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 Clause (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, subject to satisfactory proof of loss and in the event of loss of life this amount to be paid to the Beneficiary.

#### **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 Clause 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 fifteen (15) days from the date of demotion, suspension, dismissal or disciplinary matter.
- 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 fifteen (15) 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 Clause 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 fifteen (15) days of that date be referred to the Arbitrator in the manner provided in Clause 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 Clause 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 Clauses 2. to 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 Clause 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 Clause.

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 Clause 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 Clauses 2. to 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 Clause 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.

## **1.12 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, i.e.: Master, Mate,
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, (i.e.: "category seniority") and total service as an Officer (i.e.: "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 and is listed on the Mates 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. Officers 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 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 Master's category seniority, and
  - ii) Displaced Masters transferred to Mate category and any realignment of position to be based on service seniority.
- 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 Clause 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) Overtime to be capped at three thousand five hundred dollars (\$3,500.00); anything over this amount goes to red days if not red days will be paid out.
  - v) Benefit Plan premiums shall be maintained (Clause 1.08, 1.).
  - vi) Pension Plan contributions shall be maintained (Clause 1.05, 1. (a)).
  - vii) Monthly employed dues deductions/remittances shall be maintained (Clause 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 Clause 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 Clause 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, i.e.: 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 Clause 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 Clauses 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 Clauses 1., 2., 3., 4., 5., 6., and 7.
13. When a statutory holiday occurs in a vacation period, the provisions of Clause 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.
16. **Annual Vacation Scheduling**
  - a) December 30<sup>th</sup>; vacation request form must be returned to DH Timber.
  - b) January 15<sup>th</sup>; confirmation of receipt of request verbally or in writing.
  - c) January 30<sup>th</sup>; of each year, vacation list published.
17. **Allotment of unused Annual Vacation (Accrued)**
  - a) December 1<sup>st</sup>; request to schedule accrued annual vacation submitted to DH Timber.
  - b) December 15<sup>th</sup>; confirmation of receipt of request verbally or in writing.

- c) December 31<sup>st</sup>; list of accrued vacation published on DH Timber bulletin board or verbal notification to Member affected.
- d) Accrued vacation may be scheduled at any time throughout the year but if not mutually agreed to, will be rolled over into their layday account on March 31<sup>st</sup>.

18. **Bidding on Annual Vacation**

Dates to be awarded by seniority on a rotation basis. Every Officer's initial request will be awarded by seniority. If an Officer is permitted to split his vacation into segments, his second segment will be awarded after all the other Officers have made their first selection.

**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 Clause 1.13.

**1.15 Statutory Holidays**

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

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

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

- 2. a) The rate of pay for work on a statutory holiday is time and one-half (1 ½) 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 Clause 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, i.e.:

- 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) days' 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 Clause 3.01, 7.
  8. The Company shall endeavor to give twenty four (24) hours' notice (and twelve [12] hours confirmation of same) when leave of more than two (2) days is to be granted with the intent being to allow sufficient time to properly prepare the vessel for a new oncoming crew.
  9. In all occupational classifications covered by this Agreement, leave with pay shall be granted as set forth in Clause 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.

## 12. Layday (Getting out of the Red)

1. Bumping to get out of the red shall only occur when a senior Officer is at a negative fifteen (15) day balance.
2. Layday (Getting out of the Red): Officers may only bump the most junior Officer working (without regard to shift preference) to reduce his/her red day balance unless there would be a more positive effect on his negative red day balance by bumping any junior Officer.
3. Senior officer shall remain on claimed position (#2 above) until zero (0) laydays or a positive balance occurs. It is understood that an officer cannot accumulate more than fifteen (15) laydays or fifteen (15) days into the red without the Guilds occurrence. It is further understood that the layday/red day above is established to even out the peaks and valleys of work levels and to keep as many Guild Officers employed as possible.
4. Senior Officer(s) in excess of fifteen (15) days to the red:
  - a) May displace **ANY** Junior Officer if by displacing them he will reduce his red day balance by more than displacing the most Junior Officer, i.e.: bumping the most junior Officer realizes a reduction of two (2) days to the red whereas bumping **ANY** Junior Officer realizes a reduction of three (3) days or more.
  - b) If bumping any Officer results in an equal amount of red day reduction, they must displace the most Junior Officer.
5. Any approved absence from work for valid personal reasons, i.e.: medical appointments, etc., will not incur additional red days.

### 1.17 Leave of Absence

1. Any Officer desiring leave of absence for any reason other than those set out in Clauses 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 Clause 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 Clauses 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, e.g.: 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.

### **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 Clause 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 forty-six dollars and seventy-eight cents (\$146.78) 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, 2017	One hundred forty-six dollars seventy-eight cents (\$146.78)
Oct 1, 2018	One hundred fifty-four dollars twelve cents (\$154.12)
Oct 1, 2019	One hundred sixty-one dollars eighty-two cents (\$161.82)
Oct 1, 2020	One hundred sixty-nine dollars ninety-two cents (\$169.92)
Oct 1, 2021	One hundred seventy-eight dollars forty-one cents (\$178.41)
Oct 1, 2022	One hundred eighty-seven dollars thirty-three cents (\$187.33)
Oct 1, 2023	One hundred ninety-six dollars seventy cents (\$196.70)
Oct 1, 2024	Two hundred six dollars fifty-three cents (\$206.53)
Oct 1, 2025	Two hundred sixteen dollars eighty-six cents (\$216.86)
Oct 1, 2026	Two hundred twenty-seven dollars seventy cents (\$227.70)

- 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. II and re-validation are covered by the terms of Clause 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.

### **1.20 Duties Other than as an Officer**

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

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

One (1) Master who normally work on the vessel shall be in attendance during steamship inspection of life saving and firefighting 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, e.g.: 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 (2nd) 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.
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**

Increase rates as follows:

October 1, 2017	Two per cent (2%) or COLA, whichever is greater
October 1, 2018	Two per cent (2%) or COLA, whichever is greater
October 1, 2019	Two per cent (2%) or COLA, whichever is greater
October 1, 2020 to September 30, 2027	To be determined.

COLA to be based on annual BC CPI as reported in March and published in April preceding the October 1, increase.

**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 (2nd) call and the time of completing the first (1st) call, his overtime shall be deemed to be continuous from the time of the first (1st) call. The minimum payment for a call-out under this Clause 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 (1st) 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.
7. Overtime capped at three thousand five hundred dollars (\$3,500.00); monies in excess of three thousand five hundred dollars (\$3,500.00) will be applied to red days if no red days will be paid out.

## **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.
- 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. 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.
- 7. **Manning Disputes**  
If a dispute should arise between the Parties on the manning of a vessel, the matter may be referred by either Party to the arbitrator in accordance with the terms of the arbitration procedure set out in Clause 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) years' service who are displaced and for whom no job is available due to automation, mechanization or permanent reduction in the number of vessels or number of 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 Clause 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 Clause 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 thirteen dollars fifty-three cents (\$13.53). 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.

2017	2018	2019	2020 to 2026
\$13.53	\$13.80	\$14.08	TBD

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 (the amount established per table below) for each day he works or per shift where it crosses midnight, for twelve (12) hour's day and for eight (8) hour's 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 (see table below) based on a calendar day rate, namely:

$$\frac{\$330.03 \times 12 \text{ (months)}}{365} = \text{Rate per calendar day for each day in the employ of the Company excepting when in receipt of Workers' Compensation benefit payments while on vacation or while on "leave of absence"}$$

- 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:

$$\frac{24.30 \times 30.42}{2.24}$$

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

Per Day Worked	2017	2018	2019	2020 to 2026
12 hours	\$24.30	\$24.79	\$25.28	TBD
8 hours	\$16.19	\$16.52	\$16.85	TBD
Monthly Flat Rate	\$330.03	\$336.63	\$343.37	TBD

This will confirm the agreement between the Parties that future increases in the subsistence allowance will be tied to the wage increases (Appendix "C-4").

11. It is recognized that the Company has the right to set schedules as per the guidelines within the Canada Labour Code.

As long as economic conditions justify current manning levels, DH Timber will endeavor to maintain the following rotation based schedule:

**TWO MONTH ABOUT SYSTEM**

**First Two (2) Month Block:**

- Two (2) weeks day shift,
- One (1) week standby (any shift),
- One (1) week off,
- Then repeat.

**Second Two (2) Month Block:**

- Two (2) weeks night shift,
- One (1) week standby (any shift),
- One (1) week off,
- Then repeat.

**If an extra and/or unexpected shift becomes available, it shall be canvassed as:**

1. Officer on standby week.
2. Senior Officer working.
3. Officer on week off.
4. Officer working as Deckhand.

12. If 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.

**13. 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.

14. 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.
15. The Company will post Officer work forecasts at least every ninety (90) days.
16. 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.
17. 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.
18. Start time window for day shift 06:00 to 09:00; (either party may cancel this Article with 60 days' notice).

**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.
5. Start time window for day shift 06:00 to 09:00; (either party may cancel this Article with 60 days' notice).

**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. Start time window for day shift 06:00 to 09:00; (either party may cancel this Article with 60 days' notice).

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

**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, 2017	One dollar forty-two cents (\$1.42)
October 1, 2018 to September 30, 2027	TBD based on wage increases negotiated.

**Calculation Example:**

One dollar forty-two cents (\$1.42) (per day) x 30.42 (average month) = forty-three dollars twenty cents (\$43.20) 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, 2017** and shall remain in effect until **September 30, 2027** and thereafter from year to year subject to four (4) months' notice in writing of desire to revise, amend or terminate same. Such notice may be given any time after **May 31, 2027**. 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.

**SIGNED on BEHALF of  
DH TIMBER TOWING & SALVAGE LTD.**

**SIGNED on BEHALF of  
THE CANADIAN MERCHANT SERVICE GUILD**

 <b>Lionel Hole – President</b>	 <b>Capt. Randy Smigel – President</b>
	 <b>Zulema C. Sanabria – Secretary Treasurer</b>
	 <b>Robert Samson – Business Agent</b>

<b>Dated at New Westminster, BC</b>	<b>this 28th day of</b>	<b>August, 2018</b>
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**APPENDIX "A"**  
**List of Companies**

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**DH Timber Towing & Salvage Ltd.**

**APPENDIX "B"**  
**List of Vessels**

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**CLASS 2 VESSELS:**

**Grant Bay**

**Shoal Defender**

**Jules Bay**

**APPENDIX "C – 1"**

**CMSG Wage Rates**

**Effective October 1, 2017 – 2% Increase or CPI**

<b>MASTERS</b>							
<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>	7,368.32	242.22	300.35	542.57	45.21	67.82	90.42
<b>3</b>	7,603.96	249.97	309.96	559.93	46.66	69.99	93.32

<b>EIGHT (8) HOUR MASTERS</b>							
<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>	7,368.32	242.25	119.43	361.68	45.21	67.82	90.42
<b>3</b>	7,603.96	250.02	123.26	373.28	46.66	69.99	93.32

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



**APPENDIX "C – 1"**  
**CMSG Wage Rates**  
**Effective October 1, 2018 – 2% Increase or CPI**

<b>MASTERS</b>							
<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>	7,515.69	247.06	306.35	553.41	46.12	69.18	92.24
<b>3</b>	7,756.04	254.97	316.16	571.13	47.59	71.39	95.18

<b>EIGHT (8) HOUR MASTERS</b>							
<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>	7,515.69	247.13	121.83	368.96	46.12	69.18	92.24
<b>3</b>	7,756.04	255.00	125.72	380.72	47.59	71.39	95.18

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

**NOTE:** **This table reflects 2% increase; may adjust higher with COLA (based on B.C. CPI published in September of 2018)**

**APPENDIX "C – 1"**

**CMSG Wage Rates**

**Effective October 1, 2019 – 2% Increase or CPI**

<b>TWELVE (12) HOUR MASTERS</b>							
<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>	7,666.00	252.01	312.49	564.50	47.04	70.56	94.08
<b>3</b>	7,911.16	260.06	322.47	582.53	48.54	72.81	97.08

<b>EIGHT (8) HOUR MASTERS</b>							
<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>	7,666.00	252.06	124.26	376.32	47.04	70.56	94.08
<b>3</b>	7,911.16	260.15	128.25	388.4	48.55	72.83	97.10

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

**NOTE:**                      **This table reflects 2% increase; may adjust higher with COLA (based on B.C. CPI published in September of 2019)**

**APPENDIX "C – 1"**

**CMSG Wage Rates**

**Effective October 1, 2020 – To be Determined**

**Effective October 1, 2021 – To be Determined**

**Effective October 1, 2022 – To be Determined**

**Effective October 1, 2023 – To be Determined**

**Effective October 1, 2024 – To be Determined**

**Effective October 1, 2025 – To be Determined**

**Effective October 1, 2026 – To be Determined**

**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 of Agreement, the full amount shall also be immediately due and owing.

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

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

Yours truly,

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

**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    - Clauses 1.17, 10., and rates per calendar day must be referred to.  
Eight (8) Hour Tugs        - Clauses 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 "D"**

**RE:        Extrapolated Language**

---

In the interest of brevity, all references to Engineers, classes of vessels NOT utilized by DH Timber, and any language pertaining to "continuous operations" has been removed from the Collective Agreement (October 1, 2017), with the understanding that if they are ever re-implemented, they will immediately be captured as of the last Contract referenced and extrapolated from that point (September 30, 2017).

Due to these changes, all tables have been updated.

Any Appendices and Articles referencing continuous operations deemed irrelevant by both Parties have been removed.



**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**

Clause 1.01, 2. – 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 Clause 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:           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, Clause 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 Clause (b) (i) or being transferred under Clause (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 – Clause 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 Clause 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 Clause 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 – 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, e.g.: 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 Clause 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. **Shift tug means:**
  - a) A tug operating in a restricted area where the crew does not sleep aboard.



### **C. 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.

### **D 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.

## APPENDIX "F – 2"

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

---

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

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

The Company agrees that its' 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 "G – 1"**  
**Letter of Understanding**

**RE: Reasonable Costs**

---

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, e.g.: grand piano, livestock, etc.

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

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

---

July 17, 1989

The Council and the CMSG agree to refer to the Education Committee as provided for in Clause 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 I, 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 (B1) & (B2) 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**

---

Should DH Timber implement a Modified Return-to-Work Program (MRTW) 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**

---

Pursuant to the provisions of Article 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 advice 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.

**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**

---

Notwithstanding the provisions of Articles 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 its 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 Clause 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 where 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.

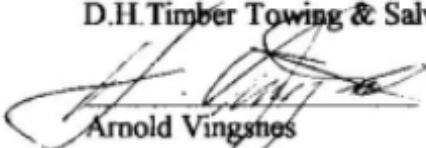
Signed this 26<sup>th</sup> day of August, 2004.



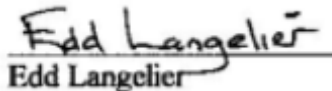
Lionel D. Hole  
D.H. Timber Towing & Salvage Ltd.



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**

---

- 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 (½) 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 (½). 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 Clause 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 Clause 1.11, 5. (e).

# COLLECTIVE AGREEMENT

DH TIMBER TOWING and SALVAGE LTD.



## **The Canadian Merchant Service Guild**

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

Tel: 604 . 939 . 8990

Email: [cmsgwb@cmsg.org](mailto:cmsgwb@cmsg.org)  
Website: [www.cmsg-gmmc.ca](http://www.cmsg-gmmc.ca)

Fax: 604 . 939 . 8950