

ILWU 400 Tug worker contract compared to a direct competitor within the local industry.  
(Excluded are E&O)

| Benefit  | ILWU 400 (2022)  | Direct Competitor (2022)   | CLC Floor (if Relevant)  | Superior Agreement   |
|--|--|--|--|--|
| 1. Recognition                                 | <b>(1.01)</b> Comprehensive recognition language, including jurisdictional recognition, and establishment of labour management committee. <b>Some exceptions; however the Company will update the Union monthly on any exceptions to jurisdiction.</b> | <b>(3)</b> The Company recognizes the Union as the sole bargaining agent for employees on the Company's ships and equipment. |  | ILWU 400 agreement includes recognition language with additional benefits        |
| 2. Chartering or transfer                      | <b>(1.01)(b)</b> The terms of the agreement will apply to any vessel covered by the C.A. when it is chartered or leased, unless the company chartering or leasing has an agreement with another union.   | <b>(n/a)</b> No Chartering language.   | 189 (1) deems continuous employment by one employer where there is a lease or transfer | ILWU 400 agreement protects members in cases of company chartering vessels       |
| 3. Hiring                                      | <b>(1.02)</b> Through the ILWU Hiring Hall, union has right to replace. <b>Includes trainees being dispatched through hiring hall upon completion of training.</b>   | <b>(4.1)</b> Employee Selection and Hiring at company selection  |  | ILWU 400 Agreement provides union control over new hires                         |
| 4. Notice of Discipline/ Suspension/ Dismissal | <b>(1.04)</b> 72 hours minimum notice to the union of layoffs, quits, suspensions and dismissals   | <b>(n/a)</b> No notice required for discipline, suspension or dismissal  | 230 (1) and (2) two weeks' notice of dismissal or pay in lieu                          | ILWU 400 Agreement provides notice of layoffs, quits, suspensions and dismissals |

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| 5. Discipline Sunset    | <b>(1.04) Where the Company enacts discipline, such record may only be referred to by the company for two (2) years provided there has not been any further discipline</b>   | <b>(n/a)</b> No sunset clause  |  | ILWU 400 Agreement contains Sunset Clause  |
| 6. Meetings             | <b>(1.04) All in person meetings, conferences, training sessions and other events required by the Company outside of regular work hours shall result in the employee being paid as if at work, and reimbursed for travel. Teleconferences will be paid at four(4) hours and not exceed that length</b> | <b>(15)</b> Employees undergoing training outside work hours will be paid their regular hourly rate for the duration of the training. Expenses will be reimbursed subject to prior employer approval and in accordance with the employer's policy. | 135.1 (11) members of policy and work place committees paid at their regular rate or premium pay as specified in CA, or per employer policy if no CA | ILWU 400 Agreement provides pay for larger scope of employer-required events outside of working hours. |
| 7. Grievance Procedure  | <b>(1.05)</b> Comprehensive grievance procedure which provides a maximum of 90 days from incident to raise grievance   | <b>(10)</b> Grievance process provides 20 days from incident to submit grievance for individuals and 30 days for group/policy grievances   |  | ILWU 400 Agreement provides longer window to raise grievances  |
| 8. Arbitration expenses | <b>(1.05)(e)(viii)</b> The expenses of the arbitrator shall be paid equally by the union and company   | <b>(11.7)</b> The expenses of the arbitrator shall be paid by the "party found in default" or divided in proportion to "responsibility" if the arbitrator does not find in favor of either   | 63 (a) parties pay own costs and pay for arbitrators they nominated (b) and share cost of joint selection equally                                    | ILWU 400 Agreement aligns with standard process for splitting arbitrator's cost.                       |

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| 9. Expedited arbitration process | <b>(1.05)(e)(ix)</b> Provision allowing for expedited arbitration process  | <b>(n/a)</b> No requirement for company to agree to expedited arbitration  |   | ILWU 400 Expedited arbitration can allow for smaller grievances to be dealt with expeditiously and encourages submission of more minor issues. |
| 10. Picket Line Recognition      | <b>(1.08)(d)</b> Refusal to pass through picket line yet to be declared illegal not a violation of stoppage of work language                       | <b>(n/a)</b> No bargained protections for refusing to cross legal picket line  | 94 (3) Cannot suspend, transfer, lay off, discriminate, threaten, discipline for participation in strike that is not prohibited | ILWU 400 Agreement protects from retaliation for refusing to cross legal picket line without requirement to demonstrate its legality           |
| 11. Hot cargo                    | <b>(1.08)(e)</b> The company will not require members to tow hot cargo   | <b>(n/a)</b> no bargained ability to refuse to tow cargo that passed through picket line   |   | ILWU 400 Agreement provides for refusal to tow hot cargo   |
| 12. Seniority and Promotions     | <b>(1.09)</b> Comprehensive seniority and promotions regime, based on principles of seniority.   | <b>(9.4)</b> Promotions entirely based on abilities/skill/merit as determined by the employer  |   | ILWU 400 Agreement provides for seniority as most important metric for promotions  |
| 13. Layoffs                      | <b>(1.09)(d)</b> Layoffs in reverse order of seniority   | <b>(9.5)</b> Layoffs based on skill/merit as determined by the employer and use seniority only as a tie-breaker when skill is determined to be equal |   | ILWU 400 Agreement provides that seniority will be determinative factor in layoffs   |
| 14. Layoff Notice                | <b>(1.09)(f)</b> <b>Employees will be given 48 hours of layoff notice, unless just cause. Failure to give notice shall result in two days pay.</b> | <b>(n/a)</b> no bargaining notice requirement for layoffs  |   | ILWU 400 Agreement provides notice of layoff to employees, or pay in lieu of notice  |
| 15. Recall Notice                | <b>(1.09)(f)</b> <b>Employees given at least 21 days of recall notice</b>  | <b>(n/a)</b> no bargained recall rights  |   | ILWU 400 Agreement includes recall rights  |

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| 16. Recall Language          | <b>(1.09)(f)</b> Laid off member will retain seniority and recall rights for 18 months  | <b>(n/a)</b> no bargained recall rights  |                         | ILWU 400 Agreement includes recall rights  |
| 17. Retraining Accommodation | <b>1.09(g)</b> right to retrain when employee physically unable to perform job  | <b>(n/a)</b> No bargained right to retrain beyond accommodation required by Human Rights legislation   |                         | ILWU 400 Agreement provides bargained right to retrain   |
| 18. Recall rights            | The Company shall not make Unlicensed Employee's work available to Officers working as Deckhands until all Unlicensed Employees who have greater seniority have been recalled from layoff | <b>(n/a)</b> no bargained recall rights  |                         | ILWU 400 Agreement includes recall job protection  |
| 19. Merger or purchase       | <b>1.09 (k) Company will meet and consult with union on seniority in case of merger or purchase within 30 days. Union has right to dispute revised seniority list.</b>                    | <b>(n/a)</b> no bargained rights regarding merger or purchase  |                         | ILWU 400 Agreement includes union right to scrutinize revised seniority list for merger or purchase of another company |
| 20. Medical Examinations     | <b>1.10(a) Medical examinations will be at employer's expense with reimbursement for member's travel and loss of working time.</b>  | <b>(6.2)</b> The employer may require an employee to undergo a medical examination, at its expense.<br><br><b>(n/a)</b> Silent on reimbursement of travel expenses and pay or loss of earnings. Assume no reimbursement of coverage. |                         | ILWU 400 Agreement provides for reimbursement of travel expenses and pay.  |

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| 21. Medical Upkeep   | <b>(1.10)(c)</b> Company will pay up to <b>\$250</b> towards cost of medical examination for Transport Canada required medical competency   | <b>(15.4)</b> Employees must maintain TC medical competency at their own cost.  |  | ILWU 400 Agreement provides for financial assistance for medical upkeep.   |
| 22. Vacations        | <b>(1.11)</b><br>0-2 yrs- 14 days, 4%<br>2-7 yrs– 21 days, 6% of 2 <sup>nd</sup> yr<br>7-15 yrs-28 days, 8% of 7 <sup>th</sup> yr<br>15-22 yrs-35 days, 10% of 15 <sup>th</sup> yr<br>22-30 yrs-42 days,12% of 22 <sup>nd</sup> yr<br>30yr +, additional 2%<br><br>Vacation pay on “gross wages” which includes previous vacation pay.<br><br>Vacation selection by seniority | <b>(13)</b> Vacation Pay:<br>0-5 yrs – 4%<br>5-10 yrs- 6%<br>10+ yrs- 8%<br>Vacation Pay only on base salary<br><br><b>(n/a)</b> Vacation Days: CA is Silent.<br>Silent to Vacation selection and therefore equal to CLC Minimums<br><br><b>(n/a)</b> Vacation selection presumably at discretion of employer | Vacation Days:<br><br>1-5 yrs- 14 days (4%)<br>5-10 yrs- 21 days (6%)<br>10+ yrs - 28 days (8%)  | ILWU 400 Agreement provides above Canada Labour Code minimums, vacation paid on gross wages not just base salary, and provides for seniority-based vacation selection. |
| 23. Stat Holidays    | <b>(1.12)(a)</b> 13 Federal and Provincial Holidays   | <b>(12.1)</b> 12 Federal Holidays + Jan 2 (excludes Provincial)   | Ten federally mandated stat holidays   | ILWU 400 Agreement provides for one additional stat holiday  |
| 24. Stat Holiday Pay | <b>(1.12)(b)</b> For each Stat not worked, regular 12 hr day plus leave<br><br><b>Stat premium for all who work (12 hours at double and a half)</b>   | <b>(12.2)</b> For each stat not worked, 1/20 of regular wages earned in full four pay weeks preceding the holidays<br><br><b>(12.3)</b> For each stat worked, allowance in 12.2 and hourly remuneration at overtime rate  | 196 (1) of CLC provides holiday pay equal to at least 1/20 of wages, excluding overtime pay, in the four-week period preceding holiday | ILWU 400 Agreement provides for much greater stat holiday pay than CLC minimums  |

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| 25. Holiday Superstats                        | <p><b>(1.12)(b)(v)</b> (Superstats on Dec 24 (double), 25 (triple), 26 (triple))</p> <p><b>(1.12)(e)(f)</b> if you work superstat and don't get Dec 31, Jan 1 and Jan 2 off you get 3 days of pay in lieu</p>  | <b>(n/a)</b> No superstat pay or guarantee of a holiday period off or extra pay in lieu   |                         | ILWU 400 Agreement provides for superstat pay and assurance of time off or extra payment for one period of the holiday corridor |
| 26. Benefit Plan                              | <p><b>(1.13)</b> B.C. Industry Marine Employee Health Benefit Plan</p> <p><b>Company will pay full contribution for members on W.I or Worksafe benefits for up to 52 weeks.</b></p> <p><b>A member laid off when on benefits will continue to have premiums paid for 52 weeks.</b></p> | <b>(21.1)</b> Company will maintain "insurance" coverage offered in CA's Module "E".  |                         | ILWU 400 Plan written into CBA. Unable to verify plan specifics.  |
| 27. Employee Family Assistance Program (EFAP) | <b>(1.13)(3)</b> Company will support certain expenses of the Union's volunteer coordinator at <b>\$400.000 per month to the Union.</b>  | <b>(n/a)</b> No EFAP  |                         | ILWU 400 Superior   |
| 28. Pension                                   | <b>(1.13)(4)</b> (Company will contribute each month a contribution equal to 8.5% of employee's basic monthly salary.  | <b>(20.1)</b> Company will contribute each month a contribution equal to 6% of employee's basic salary and 7.5% of the same beginning January 1, 2025 ( <b>not including western bonus</b> ) up to max of the average of one regular work week. |                         | ILWU 400 Agreement provides higher percentage of monthly salary towards pension   |
| 29. Retiree Benefits                          | <b>(1.13)(5)</b> Company will contribute each month a contribution equal to 1.54% of employee's basic monthly salary   | <b>(n/a)</b>  |                         | ILWU 400 Agreement provides retiree benefits  |

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| 30. In the event vessel is away from Port (return to port) | <b>(1.16)</b> Company pays for return to port transportation and wages and food.   | <b>(16.3)</b> Company pays \$200 max for expenses and time flown                          |                         | ILWU 400 Agreement provides full compensation for costs related to return to port |
| 31. Safety Clothing allowance                              | <b>(1.18)(b)(vi)(b)</b> Annual reimbursement of <b>\$400</b> for safety shoe, or boot, or jacket and pants, increase by <b>five dollars per year of the contract beyond 2022</b> . May carry over to next year for two times annual allowance. \$75 reimbursement for coveralls every two years. Company will reimburse for cost to repair boots if damaged at work, or replace rain gear entirely if damaged. | <b>(18.3)</b> Annual reimbursement allowance of \$200 for C.S.A. approved safety footwear |                         | ILWU 400 Superior   |
| 32. Floater Coat   | <b>(1.19)(e)(ii)</b> <b>Employees with one year service received a Mustang style floater coat, to be replaced as necessary.</b><br><b>(iii) \$150 towards anti-exposure coveralls in lieu, if requested, to be reimbursed if employee does not acquire 6 months service.</b>   |   |                         | ILWU 400 Superior   |

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| 33. Joint Health and Safety Committee | <b>(1.20)</b> defined terms for establishment of equal and proportional representation joint union-management <b>health and</b> safety committee which will meet 12 times annually. | <b>(1.84)</b> Agreement by the parties to promote health and physical integrity of workers. The employer to provide the union with the health and safety committee's follow-up document upon request.<br><br><b>(n/a)</b> Silent as to composition of committee. Assumed employer committee. | No employee will be required to work in unsafe places or conditions.<br><br>Workplace health and safety committees must be established in workplaces under federal jurisdiction where there are 20 or more employee. Employees sitting on committee must receive training and compensation.<br><br>Minimum 9 meetings per year. | ILWU 400 Agreement establishes joint health and safety committee with superior language |
| 34. Crewing rules                     | <b>(1.22)</b> rules for safe and efficient crewing Watch system in place to manage fatigue.   | <b>(n/a)</b> No bargained crewing rules. Assume unmonitored and unregulated watch/sleep system.  |   | ILWU 400 Agreement established grievable crewing rules, watch systems and expectations  |



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| 35. Leave of Absence<br>Duty Leave | <b>(1.23)(a)</b> Pay to maintain employee's monthly rate when they are required to be available for Jury Duty, Coroner's Duty, Witnesses or in Court to represent employer.  | <b>(n/a)</b>   | CLC provides every employee with up to 3 days of paid personal leave and two further unpaid in each calendar year for circumstances including illness, family education, urgent matters, etc. | ILWU 400 Agreement for pay maintenance for duty leave   |
| 36. Union Leave                    | <b>(1.23)(b)</b> unpaid leave with seniority maintenance for union officials   | <b>(n/a)</b>   |   | ILWU 400 Agreement for unpaid leave for union work  |
| 37. Bereavement Leave              | <b>(1.23)(c)</b> unpaid leave of at least 7 days without company approval for urgent domestic affairs and up to 4 days pay for bereavement leave for spouse, parents, children, siblings, parents in law, grandparents and any relative living with the employee. <b>Can be taken at any time and will be applied elsewhere if bereavement occurs while on vacation.</b> | <b>(14.2)</b> 5 paid days for spouse or child;<br>3 paid days for parent, sibling or grandchildren<br>2 paid days for parent or sibling in law, or grandparent<br><br><b>(14.4)</b> 3 paid days per year for certain types of personal leave | CLC provides 10 days unpaid leave and 3 days pay after 3 months for bereavement of immediate family only  | Direct Competitor Agreement provides additional day of paid leave in circumstance of spouse or child death and additional paid personal leave |
| 38. Wedding Leave                  | <b>(n/a)</b>   | <b>(14.2)(d)</b> 2 days paid   | 3 days paid personal leave  | Direct Competitor Agreement provides for short paid leave for employees' wedding  |

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| 39. Birth of Child leave | (n/a)  | 14.2(e) 2 days paid   | 3 days paid personal leave in addition to unpaid maternity and parental leaves   | Direct Competitor Agreement provides for short paid leave for birth of child                                 |
| 40. Severance            | (1.25) One Week pay per year for all employees with more than one year's service   | (n/a)   | CLC severance for employees with more than one year's service is two days' pay at the employee's regular rate of wages for each full year of employment, with a minimum of five days' pay. | ILWU 400 Agreement is for severance above CLC minimums   |
| 41. Customary Duties     | (1.26) If work is done by an officer instead of the deckhand worker that customarily does it, the deckhand receives a payment equal to the amount he would have earned had they worked it      | (n/a)   |  | ILWU 400 Agreement provides for payment in circumstances were customary duties performed by another employee |
| 42. Travel Insurance     | (1.27) \$200,000   | (n/a)   |  | ILWU 400 Agreement provides for travel insurance   |
| 43. Transfers            | (1.27)(3) <b>Company shall be responsible for all reasonable costs incurred in moving and relocating family and belongings of an employee who is requested to transfer to a new home port.</b> | (6.3)/(7.5) Employer has a management right to transfer employees between ships. Silent as to responsibility for costs. |  | ILWU 400 Agreement provides coverage for transfer costs  |

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| 44. OT conversion             | <b>(1.28)</b> Optional use of converting overtime banks, premium and stat holiday pay to time off, <b>no cap</b> but after 100 days, conversion is only at 50% | <b>(n/a)</b>  | 174 (2) time off as mutually agreed and within 3 months of end of pay period OT worked at time and a half off for each hour, up to 12 months | ILWU 400 Agreement provides a comprehensive scheme for converting overtime to forms of paid leave      |
| 45. Sick Leave                | N/A  | <b>(19.3)</b> Annual paid sick leave of one day after a disability leave of more than one week accepted by EI.              | 10 days paid sick leave in addition to unpaid medical leave protection for up to 27 weeks  | CLC Minimums Standard  |
| 46. Retirement Phase In       | <b>(1.29)</b> Option to phase out of employment for retirement   | <b>(n/a)</b>  |  | ILWU 400 Agreement provides for phase in of retirement rather than abrupt exit                         |
| <b>47. Training Allowance</b> | <b>(1.30) (a) Deckhands who work as trainers are paid \$200 per day training premium on top of their regular 12 hour work day (Sea Day).</b>                   |   |  | ILWU 400 Agreement provides \$200 per day bonus allowance above and beyond daily rate to all trainers. |
| 48. Overtime                  | <b>(2.01)</b> Double Time<br><br>Overtime is optional  | <b>(1.3)(c)</b> Time and a half<br><br><b>(1.3)(d)</b> Overtime is not optional (capped at 2 hours and built into day rate) | 174 (1) time and a half in pay or time off for each OT hour, whether required or optional  | ILWU 400 Agreement provides for double-time OT and OT is optional                                      |
| 49. Division of Overtime      | <b>(2.03)</b> Equal opportunity for overtime   | <b>(n/a)</b> Overtime assignment at direction of employer   |  | ILWU 400 Agreement provides for equal opportunity for overtime   |

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| 50. Leave and Wage        | <b>(2.04)</b> use of lay-days and red-days, regulated anniversary hour, crew change, maximum continuous working days, minimum half days pay if work is cancelled. <b>Pay in lieu of leave must be mutually agreed in writing by Union and Company but will not be unreasonably denied.</b> |   |   | ILWU 400 Agreement provides comprehensive regulation of time-off                            |
| 51. Tour of Duty          | <b>(2.04)(s)</b> No change of tours without mutual agreement   | <b>(n/a)</b>                                    |   | ILWU 400 Agreement provides employee control of changing tours of duty                      |
| 52. Meal Hours and Breaks | <b>(2.07 &amp; 2.08)</b> Regulated meal hours and breaks   | <b>(n/a)</b> No regulated meal hours and breaks | 169.1 unpaid 30 min break every 5 consecutive hours or paid if required to be available | ILWU 400 Agreement provides for regulated meals and breaks                                  |
| 53. Meals in Port         | <b>(2.09)</b> Compensation for breakfast ( <b>\$15</b> ), lunch ( <b>\$20</b> ) and dinner ( <b>\$25</b> )   | <b>(n/a)</b> No compensation for meals in port  |   | ILWU 400 Agreement provides for compensation for meals in port                              |
| 54. Guest Meals           | (2.11) Galley staff receive B (increases with wages) when extra crew or guests are served meals during regular work hours  | <b>(n/a)</b>                                    |   | ILWU 400 Agreement provides for additional compensation for additional work by galley staff |
| 55. Duties other than     | <b>(2.12)</b> Premium for work outside of customary duties   | <b>(n/a)</b>                                    |   | ILWU 400 Agreement provides for premium pay for work outside of customary duties            |
| 56. Dozer Boats           | <b>(2.14)</b> Increase in pay to Mate level for deckhands performing dozer boat work   | <b>(n/a)</b>                                    |   | ILWU 400 Agreement provides for premium pay for dozer boat work                             |

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| 57. Marine Disaster   | <b>(2.16)</b> up to <b>\$2000</b> for loss of personal effects in case of marine disaster on shift tugs and <b>\$2500</b> when on continuous operating vessel  | <b>(n/a)</b>             |   | ILWU 400 Agreement provides for compensation in case of loss during disaster   |
| 58. Critical Incident | <b>(2.16)(b) Any employee experiencing a critical incident will be sent home with pay and offered appropriate help. Company will also pay replacement costs for personal effects loss as a result of critical incident</b> | <b>(n/a)</b>             |   | ILWU 400 Agreement provides full days' pay and covers cost of cost personal effects in case of potential employee inability to function safely |
| 59. Rates of Pay      | <b>(4.01)</b> Regulates timing of pay, COLA or CPI increases,  | <b>(n/a)</b>             | 178.1 annual adjustment of minimum wage to consumer price index, but not lower than \$15 or preceding year's rate | ILWU 400 Agreement regulates timing of pay and increases   |

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| 60. Training and Education | <p><b>(4.02)</b> On company required courses, company will bear costs of all tuition including full wages/</p> <p><b>For voluntary upgrading courses, company will bear costs of tuition, books and fees and employee will contribute time.</b></p> <p>Reimbursement required if employee does not remain for 1 year.</p> <p>Company bears costs of tuition, books and fees but not wages for upgrading arising out of government regulations.</p> <p>50% wage assistance for longer courses commencing on 8<sup>th</sup> week of course.</p> <p>12 hour days for each day of training where employee otherwise would have been on scheduled tour of duty.</p> <p>Employees required to take training during leave shall be scheduled at minimum 8 hours per day.</p> <p>Expense allowance of <b>\$150/</b> day to attend necessary upgrading or renewal courses.</p> | <p><b>(15)</b> All education subject to company approval.</p> <p><b>(15.1)</b> Refresher Courses - travel meals and lodging reimbursed only according to minimums of corporate policy in effect. No employee input. Employees training outside of work cycle will be paid at regularly hour of rate for duration of training.</p> <p><b>(n/a)</b> Silent on upgrading courses. Assume no reimbursement or coverage.</p> |                         | <p>ILWU 400 Agreement provides for training allowances for leave and reimbursement for both voluntary refreshing and upgrading courses</p> |

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| 61. Subsistence  | <b>(4.04)</b> All food provided will be of first class quality and sufficient quantity. NO substitute for milk, eggs, butter and bacon.  | <b>(n/a)</b> No guarantees for proper subsistence.   |  | ILWU 400 Agreement provides for guarantee of quality and sufficient subsistence   |
| 62. Accommodation Standards  | <b>(Appendix H)</b> bargained standards and input via committee into accommodation standards   | <b>(19.1)</b> safe and functional living quarters of the tugs  |  | ILWU 400 Agreement provides comprehensive accommodation standards   |
| 63. Wages<br><br>Comparing Cook-Deckhand employees working for 14 hours days as per the Direct Competitor agreement's average remuneration paid to employee, available onboard the tugboat for a 24-hour period. | <b>(Appendix P)</b> Detailed payroll procedures, including requirement to provide payroll statements and detailed breakdown of pay.<br><br>Using Updated 2022 wages, Cook-Deckhands earn \$41.29 per hour.<br><br>14-hour days would be 12 hours at hourly rate plus two hours at double-time rate=<br><b>\$660.64</b> daily rate<br><br>\$660.64/14 hours=<br><b>\$47.19/hr</b> | <b>(Appendix "A")</b> No explicit requirement for set pay procedure.<br><br>2022 base wage is \$25.53/hr<br><br>14-hour day would be 12 hours at hourly rate plus two hours at time and one half plus 24% Western Bonus for base rate= <b>\$456.48</b> "fully loaded" daily rate<br><br>\$456.48/14 hours=<br><b>\$32.61 /hr</b> | 178.1 minimum hourly wage of \$15 or otherwise subsequently adjusted | ILWU 400<br><br>ILWU 400's 2022 \$660.64 daily rate is approximately 44.7% higher than the Direct Competitors 2022 "fully loaded" daily rate of \$456.48. |
| 64. Lump Sum on Ratification   | <b>All unlicensed employees received \$1500 on ratification of new collective agreement, and on December 20, 2024</b>  |  |  |   |

**CONCLUSION: Based on nearly all metrics, the Direct Competitor's contract is inferior to ILWU 400's contract.**