

COMMUNITIES AFLOAT: CONTEXTS AND CONDITIONS OF TUG WORK AT THE PORT OF VANCOUVER

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EXECUTIVE SUMMARY

This research investigates the contexts and conditions of work in tug services at the Port of Vancouver. The report first provides historical and political economic context for this work, informed by extensive documentary research in the archives of the International Longshore and Warehouse Union (ILWU) Local 400 (the marine section) and ILWU Canada, as well as select online archival databases. After establishing this contextual foundation, the report moves on to an account of the themes emerging from 13 long-form, qualitative interviews with current and former tugboat workers, union representatives, and industry experts. Data from these interviews revealed high levels of concern amongst workers on the issues of workplace health and safety, benefits and remuneration, job security, and industry regulation and standards. Based on the results of the archival research and qualitative interviews, the report makes five primary recommendations for how work in Vancouver's tugboat sector could be improved. These include, in order of complexity and challenge: 1) the creation and maintenance of a publicly controlled tugboat fleet to service the Port of Vancouver; 2) a return to the former practice of centralized bargaining in pursuit of an industry standard agreement; 3) exploration of the feasibility of an "area of service" system of union successorship tied to the service area rather than the workplace for the BC tug sector; 4) the planning and implementation of multi-union campaigns for improved technical standards and more robust regulatory oversight in the industry; and, 5) a dedicated and consistent effort on the part of ILWU Local 400 to organize currently unorganized workers in the tug industry. Taken together, the recommendations compose a suite of strategic commitments that hold the potential to improve and formally standardize conditions for tugboat workers in Vancouver and beyond.

INTRODUCTION

Capitalism took shape at sea. From the earliest moments of mercantile expansion and colonial conquest, the world's oceans have served as the connective infrastructure of circulation, market creation, and exploitation (Campling & Colás, 2021). Under the conditions of post-Fordism, this connectivity has accelerated dramatically as the modularization of the global value chain has grown to encompass the vast bulk of production and circulation of physical commodities. Novel logistics management techniques, vast networks of container ships and terminals, and a massive global workforce of dockworkers, seafarers, technicians, machine operators, and drivers converge to create the preconditions for the fluid flow of goods fueling consumer culture. The world's ports are major hubs of global capitalism, with more than 80% of commodities travelling through at some point in their lifecycles. As such, ports and their surroundings are nests of rent- and profit-seeking, speculation, and class conflict.

This project interrogates the effects that corporate business practices and port policies have on working people, their unions and their communities. Coordinated in partnership between the Morgan Centre for Labour Research (hereafter, the Morgan Centre) and the International Longshore & Warehouse Union Local 400 (hereafter, Local 400), the project takes as its primary case study the Port of Vancouver's terminals at Roberts Bank in Delta, BC. The study is primarily concerned with the manner by which corporate bidding for Port services potentially threatens the sustainability of good union jobs and jeopardizes worker livelihoods and safety, potentially opening the door for a race-to-the-bottom process of low-balling, service cuts, and social dumping. Whereas port authorities are generally charged with the safety and sustainability of port operations, all too often these responsibilities are subordinated to the imperative of decreasing costs for port tenants. When deciding between service providers, a port authority is likely to prioritize cost savings over maintaining working conditions, ensuring job stability, and protecting the natural environment.

INTRODUCTION (CONT'D)

Responding to the Port of Vancouver/Vancouver Fraser Port Authority's recent 10-year agreement with Quebec-based conglomerate Groupe Océan over tug services in and around the Deltaport terminal, the research explores the ways in which changes in corporate service providers impact workers on the job, at home, and in their communities. The study interrogates these changes through a multi-method research design made up of documentary research and discourse analysis of collective agreements, corporate marketing and communications, public records, and news and social media discourse. This documentary research is then further contextualized through and used to develop materials for a series of in-depth interviews with involved stakeholders and experts including: rank-and-file workers, retired workers, elected ILWU Local 400 officials, representatives of the Canadian Merchant Service Guild, and other industry and labour experts.



Courtesy of the International Longshore and Warehouse Union, Local 400

METHODOLOGY AND RESEARCH PROCEDURES

The present study was conducted using a combination of documentary and ethnographic procedures, built upon a critical organization studies framework. The goals and parameters of the research were collaboratively formulated by the researcher, members of the Local 400 executive committee, and Morgan Centre faculty. The research was intended to address the social ramifications, changes in working conditions, and outlook for career sustainability brought about by political economic and contractual changes in the marine industry in BC, and by extension Canada. Based on this research problem, the researcher and collaborators set out to answer the following research questions:

1

What social and material impacts do Port of Vancouver contract arrangements have on unionized workers and their communities in British Columbia?

2

How do marine workers and former marine workers in British Columbia envision their jobs and the influence that the Port of Vancouver and employers have on their conditions and opportunities?

3

How, if at all, can disruptions to worker livelihoods and job continuity be mitigated through policy (municipal, provincial, and federal), Port and employer procedures, organizing and collective bargaining?

The first stage of the research involved in-depth documentary and archival investigation. After reading a range of applicable public, academic, and industry sources relating to marine labour, port practices and policies, the history of maritime trade in Canada and British Columbia, and the political economy of the global logistics industry, the researcher spent approximately 3 months reviewing archival materials relating to maritime history in British Columbia. This was primarily undertaken in the local archives of Local 400 and ILWU Canada, but also involved reviewing online archival resources at the University of British Columbia (UBC) and Simon Fraser University (SFU). Although both of the aforementioned union archives are voluminous and historically deep, the researcher prioritized the review and cataloguing of materials in which conditions for maritime workers were impacted, in one manner or another, by changes in national, provincial, or municipal policy or by changes in practices and organizational structures at Canadian ports. Using this initial filtering schema, the researcher ended up reviewing and cataloguing 1,351 pages of union communications, Port of Vancouver documents, newspaper and newsletter articles, federal and provincial governmental communications and policy documents, and public-facing industry and industrial association reports. The hundreds of documents that made up this corpus were coded both for the historical details they provided about the development and evolution of practices in BC's maritime industry and the priorities of the affected unions thereto, but also for the viewpoints of maritime workers and union officials toward these changes.

Following the documentary and archival review, the researcher formulated a 22 question interview questionnaire specifically intended to gauge marine workers' experiences in, attitudes toward, and predictions for marine work in British Columbia. Questions were formulated based on the key themes identified in the documentary stage of the research, primarily: job security, health and safety, worker livelihoods, and attitudes about unions and employers. The questionnaire, study details, and research procedures were then submitted for review by the SFU Office of Research Ethics, which subsequently gave ethics approval for the present study.

The interview stage of the research involved 1- to 2- hour interviews with a sample

of 13 participants: 11 present and former tugboat crew members (roles held including deckhands, cook-deckhands, mates, and captains) and 2 former officers of related industrial associations. Participants were recruited with the aid of Local 400, and are, consequently, made up mostly of workers who have been heavily involved with Local 400, but at least 3 are also former members of the Seafarers' International Union (SIU).

Interviews were semi-structured, and participants were encouraged to speak in-depth on those topics and experiences they felt were most relevant or salient. Interviews were conducted in-person, online using Zoom, and over the phone, based on the participant's preference and availability. The latter platform was of particular importance in accommodating participants in remote or distant locations. Interviews were audio-recorded, then transcribed. Following data security best practices, audio-recordings were deleted at the completion of the transcription process. The transcripts were reviewed thematically, then coded against those themes identified in the initial close-readings. To protect participants' identities, particularly since several still work in the tug industry, names have been omitted.



Courtesy of the International Longshore and Warehouse Union, Local 400

CONTEXT: HISTORICAL, POLITICAL ECONOMIC & PRACTICAL CONSIDERATIONS

The global shipping system is complex, far-reaching, and internationally contingent. Its multitudinous components have been shaped to varying degrees by a centuries-long expansion of international trade, compounded in the 20th century by parallelly developed technological innovations. The global circulation of commodities was first aided toward the middle of the century by the development of the standardized container shipping system beginning in 1956 (Levinson, 2006). Initiated as an attempt to speed cargo loading and unloading by providing an alternative to the then-dominant process of break-bulk loading, the container offered shippers a way to load, unload, and reload to trucks or trains in an efficient and expedient manner. In subsequent decades, particularly as a result of the US military's shipping needs during the Vietnam war, the twenty-foot equivalent unit (TEU, the standard measure for containerized cargo), in the form of the 20-foot and 40-foot shipping container, was implemented as the global standard, as catalyzed by massive developments in Port infrastructure, first in North Atlantic countries and then globally (Vormann, 2015). The introduction and spread of standardized containerization presented opportunities for cargo carriers and shippers to dramatically increase the volume of their enterprises, leading to increases in ship size as well as dramatic shifts in the infrastructures, procedures and working conditions of the world's ports.

The second half of the 20th century saw rapid and largescale infrastructural development meant to facilitate increases in commodity movement brought about by containerization. Increases in port capacity and connectivity galvanized the

importance of certain ports within their respective nations and regions, transforming the urban ports of the early 20th century into key touchstones of the global economy and critical influences of a nation's interactions with the global economy (Vormann, 2015; Campling & Colás, 2021). As such, services offered in global ports – warehousing, docking, loading/unloading, etc. – became increasingly central in allowing for the friction-free circulation that many industrial experts and policy makers envisioned as the endgame of the containerized expansion of the global shipping network.

The massive transformations brought about by containerization were further augmented by the global diffusion of networked technologies in the final decades of the 20th century. The real-time communication made possible through network technology contributed greatly to the complexity and contingency of the global supply chain, presenting manufacturers the necessary communicative foundation to develop and reinforce the just-in-time (JIT) production system, while simultaneously aiding suppliers in reducing their need to overproduce and store surplus supply (Bonacich & Wilson, 2008). Networked computing automated much of supply chain management, effectively marking a revolution in the manner by which the global capitalist system ran (Bonacich & Wilson, 2008). The global shipping system, as aided by both containerization and networked computing, emerged as the lifeblood of the global economy, moving commodities in an increasingly liquid fashion.

The movement toward container shipping as supplemented by widespread adoption of new logistical systems powered by networked technologies increased global shipping volumes at the same time that it pulled the rug out from under the land-side port workforce. Longshore and warehouse workers found themselves on the chopping block as the labour savings presented by containers and rationalized logistics made their jobs redundant (Levinson, 2006). Although unions and workers' organizations fought these developments throughout the final decades of the 20th century, eventually containerization's momentum became too great, leading to thousands of job losses in dockside trades (Levinson, 2006). Of course, just as the need for land-side longshore workers shrank, the increased traffic in container barges, oil tankers and the like kept many marine workers in their jobs,

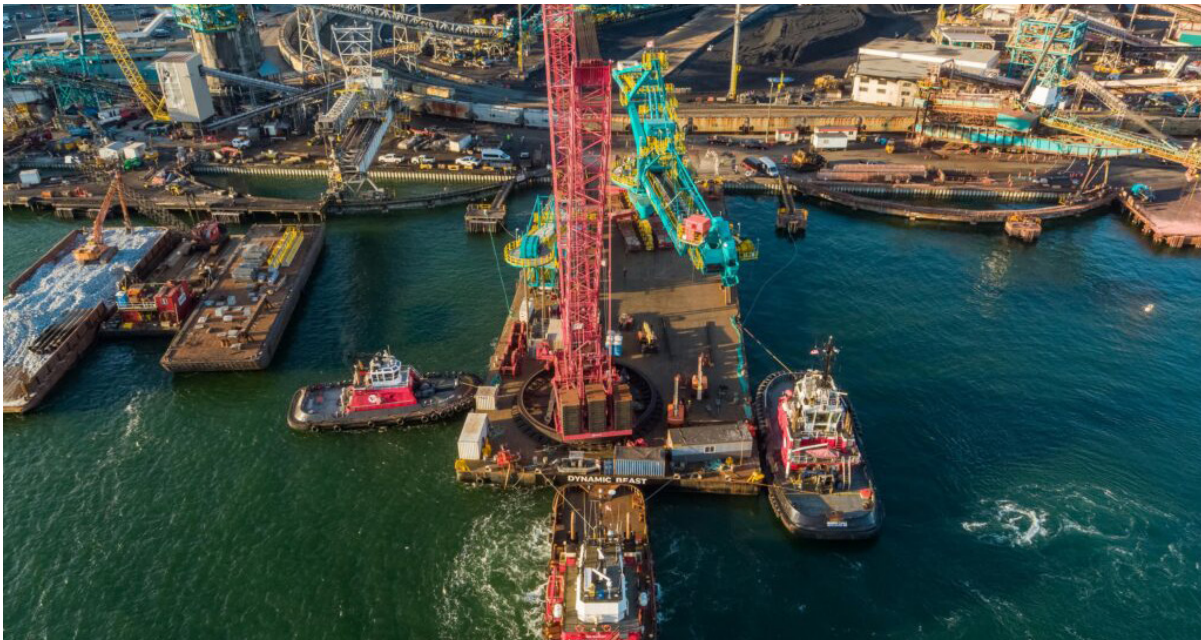
particularly tug boat workers whose work in towing, docking and escorting ships became increasingly crucial in ports' attempts to keep up with increases in traffic. As global shipping traffic increases, these workers' roles have remained consistently crucial, if not even more so.

The role of ports in the global value chain

The 21st century economy is both complex and globally contingent. International trade agreements, extra-governmental organizations, state policies, industrial processes, and developments in transportation and communication technologies interact to create a global value chain that is dynamic, modularized, and, as the six day blockage of the Suez Canal by the container ship Ever Given demonstrated, precarious. When seen as a global network of commodity flows, the global value chain can be said to be made up of nodes in the form of port facilities, ties in the form of routes and waterways, and flows in the forms of ships and their cargo. Flowing within this vast global network, according to a 2019 estimate by the International Chamber of Shipping, is upward of \$14 trillion (USD) of value. Whereas a detailed examination of the intricacies of finance, globalization and the global circulation of value is beyond the scope of this report, considerable critical attention has been levelled at understanding the evolution, operation, and consequences of a globally contingent value chain and its maritime elements (see, for example: Campling & Colás, 2021; Khalili, 2020; Bonacich & Wilson, 2008). With this said, an obvious and accessible entry point into an understanding of this complex system of value circulation is its nodal elements, the world's ports.

A port, as may seem obvious, is a facility intended for the loading and unloading of cargo. A detailed history of port infrastructures is unnecessary for the purposes of this investigation, but one should note that the scale of ports today is greater and the network that they serve vaster than at any other point in history, by a massive degree. As a node in this global network of value circulation, a port is a physical infrastructure controlled by a national, regional, or local governmental or business entity. It is made up of a number of facilities and resources including but not limited to: cranes, warehouses, logistics offices, moorages, and other storage apparatuses. Port authorities, by and large, serve as leasing agents for the ports

they supervise, granting leases for facilities, moorages, and the like. In this sense, port authorities, whether public or private, oversee the physical spaces that make up the entry points for the flow of global imports and exports. As such, they are subject to global political economic forces, as well as international, domestic, and regional policies. Given that port authorities' primary responsibility is to ensure the consistent flow of goods through their facilities, their operations are often a drag on the communities in which they operate. The promise of well-paying and secure jobs is one of the trade-offs making the presence of port facilities worthwhile for those who live and work in the port region or city.



Courtesy of the International Longshore and Warehouse Union, Local 400

Neoliberal policy and port operations

In order to better understand the specific conditions of work at the Port of Vancouver, one should first understand the general political and economic touchstones that inform them. The 21st century global port infrastructure is one that is heavily informed by the general transition from Keynesian to neoliberal domestic economic policies in the final decades of the 20th century. In North America specifically, the decades following World War 2 were marked by a Fordist regime of

production (i.e. a general system of rationalized mass production) and a suite of welfare state policies aimed at smoothing the contradictions that such a regime of production encountered and exacerbated. During this period employers and workers, through their unions, enjoyed relative levels of labour peace due to a number of compromises reached in the 1940s and 1950s (although major industrial actions did still take place).

This relative post-War peace began to shift in the 1970s as economists and policy makers set their sights on re-envisioning the global economy, particularly in terms of its relationship to national governments (Harvey, 2007). The economic conviction of what would eventually be called neoliberalism began to be systematized in Margaret Thatcher's UK and Ronald Reagan's US in the late 1970s and early 1980s, followed in short order by Brian Mulroney's Canada in the mid-1980s. Neoliberalism is, simply, a system of economic thinking that sees the market as an inherently democratic way of organizing economic, social and political life, superseding the state as the central authority in this regard, and subjecting social and political institutions to economic processes of privatization, marketization and deregulation. The state, rather than being seen as a guarantor of social welfare as under Keynesian liberalism, is seen as an unnecessary impediment to the function of the free market. Consequently, under the dictates of neoliberalism, social expenditures not immediately tied to market forces are seen as wasteful or unnecessary and should be ceased or replaced. This led in the 1980s and 1990s to the systematic dismantling of publicly controlled resources, the scaling back of social programs, and the degradation of labour union power and worker rights.

In this same period, neoliberal economic policy became a major western export, arguably following the trends and aiding the processes of economic globalization. As neoliberalism grew to become the dominant economic orthodoxy globally, the mechanisms of the global shipping boom of the late part of the 20th century were increasingly subject to the forces of privatization and marketization. Publicly held fleets were privatized, workplaces and industries deregulated, and port infrastructures marketized. At the same time that containerization decimated longshore labour, neoliberal restructuring undercut trade union protections, transformed publicly controlled ports into service centres for the global shipping

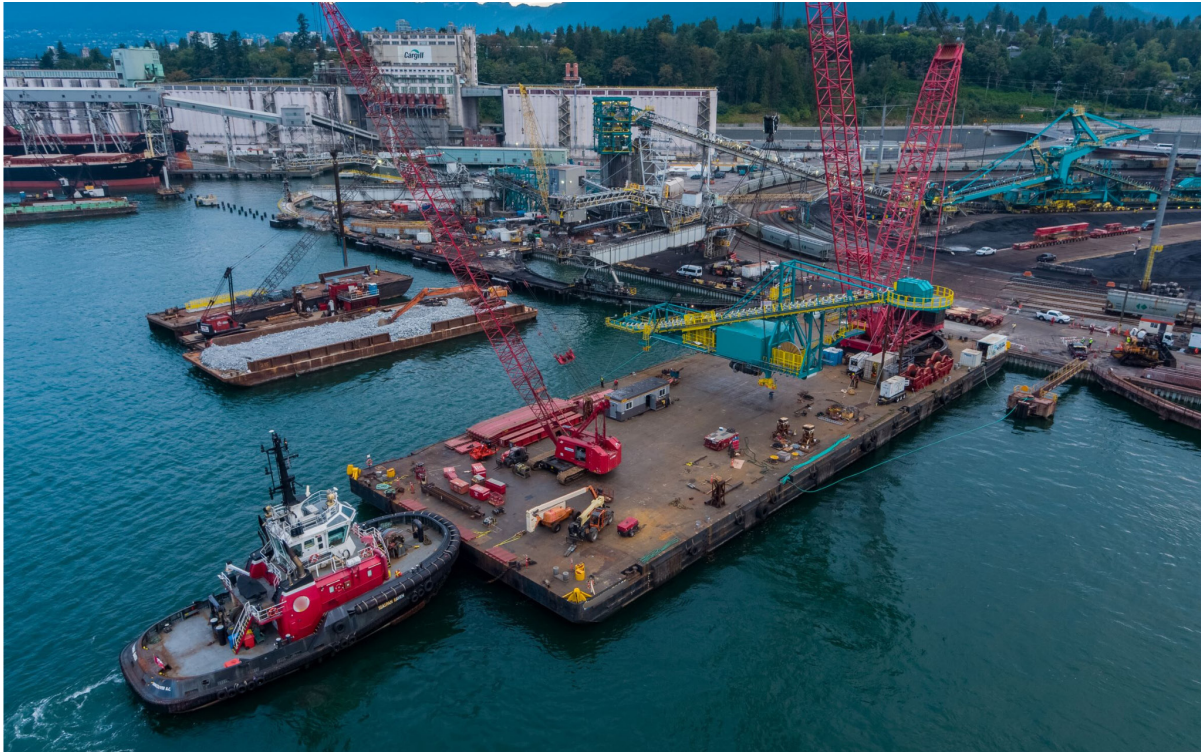
industry, and, ultimately, led to worse working conditions both for those on shore and those on the water.

In the specific context of the Port of Vancouver, this means that although the Port Authority is an agent of the Crown, its mandate under the Marine Act includes responsibilities for increasing the free flow of commodities, in part by investing in growth-oriented infrastructure and entering into leasing agreements intended to enable increased trade. Although these goals are not inherently neoliberal, the legacy of neoliberalism makes it unlikely that the Port would be in a position to enact policies, build infrastructure, or enter into agreements that would oppose or hinder the free flow of capital, even if these actions could potentially improve conditions for workers or the community.

Given this context, the Port might best be understood as a facilitator of the flow of commodities from the global market to the Canadian market and visa versa. According to the Port, it “Enables the trade of approximately \$305 billion in goods annually” and “Handles \$1 of every \$3 of Canada’s trade in goods outside of North America” (Port of Vancouver, n.d. a). By volume, over 3 million TEUs in containerized cargo alone travel through the Port of Vancouver each year (Ryan, 2024). This is likely to increase considerably should the Port move ahead with its plans to develop another terminal at Roberts Bank, which the Port projects would add an additional 2.4 million TEUs of container traffic per year (Ryan, 2024). The sheer volume and massive value of goods traveling through the Port suggests two crucial realities of the Port’s operations. First, it is of central importance to the Canadian economy, forming a critical node in circulation of goods on the Pacific Rim, and, given this, under a generally neoliberal-informed federal government it is unlikely that additional regulations would be enacted that do not overtly support this level of circulation. Second, given the Port’s position within the Canadian economy, the work of facilitating safe and efficient ship traffic is a critical element in the Port’s mandate.

Considering these realities, one must acknowledge the unique role played by the marine tug industry servicing the Port of Vancouver. At once, this industry, and the workers that provide its actual services, enables the seamless flow of goods

between Canada and the rest of the world, ensures traffic and docking safety in the province's waterways, and underpins the health of the Canadian economy. If one views the Port as a public infrastructure, marine tug services provide the conditions against which it is able to live up to its economic, environmental, and community mandates.



Courtesy of the International Longshore and Warehouse Union, Local 400

Port regulation and oversight

The Port is overseen by the Vancouver Fraser Port Authority, which it describes as “an arm’s-length federal agency responsible for the shared stewardship of the lands and waters that make up the Port of Vancouver...” (Port of Vancouver, N.D. a). As a federal agency, the Port is mandated with the management and leasing of Port lands and infrastructures. According to the Port, its primary responsibilities include protecting the marine and coastal environment, increased investment in and building of port infrastructure, and facilitating, through infrastructural means, the movement of goods in and out of Port facilities (Port of Vancouver, N.D. a).

Like many of the world's ports, the Port is, first and foremost, a letter of port properties and water uses. Mandated by the Canada Marine Act (1998, C-10), the Port of Vancouver describes its role as follows: "Think of us as the port landlord; we work with members of industry who want to use port lands and waters for trade-enabling purposes" (Port of Vancouver, n.d. b). Whereas Port lands and moorages used directly by individual firms and groups of firms follow a more-or-less straightforward leasing model, the Port of Vancouver also oversees the contracting of various harbour services. Central to this study is the Port's consideration and granting of service contracts for tug operations at the Roberts Bank terminals. According to the Port of Vancouver, decisions for service contracts are based upon a range of factors "including but not limited to: company background and operational experience; service levels and proposed pricing; safety and quality standards; environmental and sustainability; and marine operations and capabilities" (Port of Vancouver, 2022). As the Port is charged with, among other things, maintaining the economic competitiveness of service contracts, considerations of price levels for Port tenants have a major influence on the granting of said contracts, arguably taking precedence in the Port's most recent tugboat service contract process. Whereas, since 1975, docking services at Deltaport/Roberts Bank were previously provided by Seaspan Marine's tug fleet, in 2022 the Port of Vancouver granted the service contract to Ocean Delta Towing Inc., a Canadian corporation primarily operating in the Great Lakes and East Coast regions.

As previously alluded, the Port serves primarily as a leasing agent for publicly held and managed lands and waterways. The bulk of Port operations and services are actually provided by private firms who rent spaces in Port facilities. The specific break-down of Port tenants and service providers is unnecessary for the present study. In the marine tug industry they include both small-scale, family-owned firms and large multinational corporations, both domestic and foreign. Individual employers each hold specific contracts for a range of services, the most important for this study being docking and harbour services. Many of these employers are members of the Council of Marine Carriers (CMC), an employer association which merged with the BC Towboat Owners' Association in 1975, and is primarily engaged in lobbying and advocating in the interests of employers in the marine industry (Council of Marine Carriers, 2024).

Just as the marine tug industry in and around Vancouver is marked by a plethora of large and small employers, it is also characterized by an abundance of unions, professional organizations, and employer organizations. There are three primary worker organizations for tugs at the Port of Vancouver: International Longshore & Warehouse Union Local 400, the Seafarers' International Union of Canada (SIU), and the Canadian Merchant Service Guild (CMSG). Whereas CMSG's membership is made up of a discreet segment of the marine workforce, namely officers (including masters, mates, engineers, and pilots), SIU and Local 400 members often hold similar roles (at different workplaces), a point of tension between the two unions going back to SIU's entry to the Canadian maritime sector in 1954.

Although over the years SIU's operations have been concentrated mostly in the Lakes region, the Port's granting of the Roberts Bank tug agreement to Quebec-based Ocean BC Towing, a division of SIU-organized Groupe Océan, led to high tensions between Local 400 and SIU (Ashton, 2022; SIU, 2022a). In the months following the contract transition, the two unions publicly quarrelled through social media and press releases, culminating in a lawsuit brought by SIU in October 2022 (SIU, 2022b). The public feud also led to Local 400's publication of at least two contract comparison's (ILWU 400, 2022a; ILWU 400, 2022b - included in this report as Appendices 1 and 2) and a request for an independent analysis by the Canadian Labour Congress (CLC) (Brown, 2022). Whereas the CLC report suggested that the differences between the SIU/Ocean BC Towing and Local 400/Seaspan Marine Transportation contracts were fairly nominal and that the SIU contract, although inferior in terms of comprehensiveness and certain protections, was not significantly sub-standard in terms of wages and benefits, the two Local 400 comparisons (both vetted by Local 400's legal advisors) indicate substantial differences relating to wage calculations, hours of work, and seniority.

However, the relative comprehensiveness of the Local 400/Seaspan contract is due to its continuity with previous and existing contracts in BC's tug sector, these built from a common legacy reaching back to the period in which unions bargained directly with the CMC. The CLC analysis generally fails to account for this precedent, comparing the contracts in a more-or-less line-by-line fashion regardless of the gulf in comprehensiveness. To dismiss this qualitative discrep-

ancy as the product of a new contract fails to account for the fact that, although Groupe Océan is a new employer in the BC tug sector, they entered that sector to provide an existing service and with a group of workers organized with a union already operating in the region and where standard contracts were already established. Ideally this would result in a bargaining process that builds from existing standards in the sector while maintaining previously won protections, benefits and the like. Keeping an eye to this historical precedent is crucial to understanding what is at stake as the Port makes decisions related to service contracts, particularly in terms of the outcomes these decisions have on workers and working conditions.

Although the researcher in the present study finds the cases made in both of the Local 400 reports compelling (Appendices 1 & 2), the present study is not a legal analysis. Instead, its intention is to reveal the consequences for workers of decisions made by the Port, particularly as these relate to the working conditions, workplace safety standards, and levels of job security set out in their collective agreement. Seaspan held the tug services contract at Roberts Bank from 1975 to 2022, the change in contracting relationship arguably impacting many if not all of the aforementioned areas of concern for the workers who serviced Seaspan's Roberts Bank tugs up to the contract change as well as new workers providing this service under the new contract.



Courtesy of the International Longshore and Warehouse Union, Local 400

CONTEXT: INVISIBLE MARINE WORK AND REGULATION

In recent years, multiple commentators have observed that the maritime sector is particularly noteworthy for the disconnect between its scale and importance and its seeming mundanity (Levinson, 2006; George 2013). Indeed, a common observation from the marine workers interviewed for this research was just how little the average person knows about their work, even amongst those who live near port facilities. For such a crucial local infrastructure, the general level of ignorance may seem surprising, but as one participant suggested, this is, at least in part, intentional. In this section we will explore the conditions of work in BC's marine tug sector. We do so by first reviewing the history of organized tug work in BC, beginning with an overview of some of the campaigns championed by workers in this sector. This will lead us to a discussion of the state of health and safety in the sector, the workplace cultures and policies relating to worker well-being, and the responsibilities of both employers and government entities in ensuring safe and healthy conditions. Worker attitudes, as reported by workers themselves, will be interspersed throughout this section in order to highlight the ways in which workers view the industry, their work, their unions, and the responsibilities of employers and government entities to ensure their own and their community's well-being.

Labour activism in the BC marine sector

Organized labour has a rich history in the marine sector in Canada generally and in BC specifically. Canadian seafarers' organizations have existed at least since the 1920s, but most historians would identify the establishment of the Canadian Seaman's Union (CSU) in 1936 as the major breakthrough in organizing amongst

Canadian sailors. The CSU was a powerful, if short-lived, presence in Canada's waterways, folding in 1951 following the SIU's entry to Canada and its associated raiding campaign of CSU bargaining units (Green, 1986; Kaplan, 1987). As the national union folded, the west coast division in BC created the West Coast Seamen's Union (WCSU), which was later absorbed by SIU (Green, 1986). This contingent eventually broke away from SIU in 1959 to create Local 400 of the Canadian Brotherhood of Railway, Transport and General Workers (CBRT). Local 400, in turn, joined ILWU in 1994 when CBRT merged with the Canadian Autoworkers Union (CAW). Whether as CSU, CBRT or ILWU, Local 400 has been a champion of marine workers for decades, serving as a consistent voice for the improvement of conditions at the Port and in the province.

Throughout the history of organized marine labour in Canada, workers have pushed for policy changes that, had they been enacted, would have made Canada a global leader in public, domestic, shipping and marine services. For example, in the wake of the first World War, the Canadian government took steps to create and maintain a national merchant fleet, the Canadian Government Merchant Marine Ltd. (CGMM) (Green, 1986). Unfortunately, the CGMM was short-lived, the Canadian government having sold off the bulk of its fleet in the years between the two world wars, leaving workers without options for deep sea service and forced to compete for a relatively small number of domestic jobs (Hennessey, 1995). Following World War II, organized labour began calling for a reinstatement of the CGMM, particularly given the surplus of war time ships after the end of the conflict. For over a decade, the CSU and its successors called on the federal government to invest in the creation of a domestic fleet, hoping that the maintenance of such would ensure secure seafaring work at the same time it would establish Canada in the global shipping economy. During this period, CSU officials exchanged dozens of letters with Members of Parliament, Members of the Legislative Assembly, Premiers, and even Prime Ministers. This was all to no avail, and Canada followed the course of much of the rest of the so-called developed world, opting instead to leave such investments to the market, eventually transforming what had once been an outsized maritime player into just another stop in the global commodity circuit (Globe and Mail, 1979).

This is just one example of a major campaign spearheaded by maritime unions, and it is by no means the last. In fact, to this day, Canada's maritime unions have led a number of campaigns against the global practice of so-called flags of convenience. First as part of the CBRT and later under the umbrella of the ILWU, Local 400 has been a constant voice in opposition to the widespread use of flags of convenience. "Flag of convenience," in simple terms, refers to the commonplace practice throughout the global shipping industry of registering a ship in a jurisdiction that is advantageous to the ship's owners for economic, regulatory or other reasons. According to Anthony Van Fossen (2016): "A flag of convenience is a legal identity for a ship, offshore oil platform, offshore maritime space launching pad, or other offshore ocean object registered easily for a fee in a jurisdiction where it is not ultimately owned, for the purpose of commercial or tax advantages" (pg. 360).

Attitudes toward conditions in BC's tug sector

It is well documented that working conditions for global seafarers are well below Canadian standards, due in part to the aforementioned practice of flags of convenience (George, 2013; Van Fossen, 2016; Pauksztat, 2017; Christy, 2019). Long hours, lengthy tours, and physical and environmental stresses all contribute to a strenuous working environment that is often further compounded by sub-standard worker rights and low wages. However, what is less frequently discussed in academic literature and public discourse are the conditions faced by Canadian domestic marine workers, and for the purposes of this report, tugboat workers specifically. As established previously, these workers are a crucial input in Canada's import/export economy; so it is surprising that they are so rarely brought into the discussion thereof.

Although conditions for tugboat workers at the Port of Vancouver are not as immediately shocking as those faced by global seafarers, they still require a sustained critical analysis. According to archival resources and interviews with workers, working conditions at the Port are marked by immediate physical risks, long-term risks associated with environmental and work routine factors, questions of job stability and pay, and effects on family and community life.

Additionally, working conditions in ports and harbours have a direct impact on the safety and well-being not only of workers themselves, but of those who live in port cities. As one retired tugboat worker elucidated in an interview for this research, the scale of harbour accidents holds the potential to lead to major health and environmental catastrophes. As this retired worker reported, harbour accidents ranging from chemical leaks to collisions occur with some frequency in the waters surrounding Vancouver but often go unremarked upon by local and regional media, due, at least in part, to employer and Port policies mandating non-disclosure on the part of workers. Unsafe and unhealthy conditions can have impacts beyond those immediately observable on tugs and ships, and workplace stresses including fatigue and sleep deprivation can create dangerous conditions for vessel handling. Consequently, the living and working conditions aboard tugboats are of critical interest not only to the workers themselves but to the public as a whole. This is one of the reasons that towboat accommodations (including moving cabins above the waterline and onto the main deck), shift rotations, and overtime procedures have been of such central importance in marine union bargaining efforts since at least the 1970s.

Studies have indicated that behavioural, environmental, and work-cultural factors have both immediate and longitudinal effects on marine workers (Picu & Rusu, 2018; Li & Ng, 2002; Lu & Tsai, 2010; Oldenburg et al., 2010). These factors include but are not limited to: weather conditions (extreme cold, sun exposure, etc.) and constant vibration (Picu & Rusu, 2018), and, according to participant interviews, high impact and hard surface stresses. Furthermore, repetitive movements, over-exertion, and inadequate procedures for equipment handling all increase the risk of workplace injury and long-term physical trauma (Mansyur et al., 2021).

Workers are understandably concerned with health and safety in tugboat operations. Although most acknowledged that safety conditions in the industry have improved over the past two decades, they maintain that the work is dangerous in the short term and physically taxing in the long term. The addition of personal protective equipment (PPE) as a matter of governmental mandate and company policy is seen by these workers as a positive industry-wide development, even if some acknowledge an early resistance to the wearing of lifejackets amongst

industry veterans. One participant described a general cultural tendency toward unsafe practices, with some workers opting out of PPE, while others choose not to follow certain health and safety protocols seeing them as hindrances to completing their tasks in a timely or preferred fashion. Moreover, overtime culture was repeatedly identified as a health and safety risk, leading in some cases to dangerous working conditions as a result of compounded levels of sleep deprivation amongst those workers who opted for constant overtime hours, a tendency that has the potential to put the whole crew at risk. In fact, two participants cited an internal study conducted by one of the major marine employers which indicated that sleep deprivation due both to shift rotations and overtime was a major health and safety risk in the industry. It is worth stating that although these workers see excessive overtime as a risk, they do not advocate an end to the practice, but rather a more coordinated set of safeguards against burnout and fatigue.

As an industry-wide concern, health and safety in tug work has been an area of regular and sustained focus by governmental regulators. The primary regulatory body for this sector is Transport Canada, a governmental entity “responsible for transportation policies and programs” that “promote[s] safe, secure, efficient and environmentally responsible transportation” (Transport Canada, 2024). In addition to establishing policies and running programs, Transport Canada is also empowered to inspect craft for compliance with industry-wide regulations.



Courtesy of the International Longshore and Warehouse Union, Local 400

Workers interviewed for this study regularly voiced their lack of confidence in Transport Canada's ability to properly regulate the marine industry locally or nationally. Whereas some workers suggested that Transport Canada suffers from a political aspirational challenge where regulation is subordinated to agents' own agendas, others pointed to the lack of resources available to the agency compared to the vast number of vessels in need of review, assessment and observation. A functioning regulatory agency, these workers suggest, must be properly funded and resourced, and its culture ought to be one of proactivity rather than a perceived reactivity and complacency. One worker went so far as to argue that the lack of proactive inspection on low-tonnage vessels is directly responsible for at-sea incidents. Referring to the 2021 sinking of the tugboat *Ingenika*, the worker points the finger not only at the employer but Transport Canada itself:

What happened is a complete failure of the regulators. Whose fault? That's it, the regulators, and what have they been regulating? Have they been ensuring people were trained properly? Have they been ensuring that employers are required to provide training and certifications? I mean, God knows, the kid's first day on the job, and he has zero training, nothing. No introduction to equipment, that none of the equipment was checked ever. And that's what happens. So you know, and they point fingers saying, "Oh, well, we can't do everything."

Incidentally, the tugboat owners in this case were charged for their culpability in this incident that left two workers dead, even pleading guilty to some of the charges levelled against them. However, as reported by the CBC: "An investigation by the Transportation Safety Board (TSB) found the tug had no records showing it had ever been inspected in its 50 years of service — something that's not required by Transport Canada for tugs weighing 15 gross tonnes or less" (Watson, 2023). Local 400 has been adamant that inspections for tugs falling under the 15 gross ton threshold are a necessary step in averting catastrophes like that of the *Ingenika* (McSheffrey & Johnson, 2023).

Another worker agreed that nonexistent or irregular inspections is a concern in the industry. According to this worker, Transport Canada is spread too thin; so even in the event of increased regulatory scrutiny, more resources would be needed to ensure inspections actually happen. As he put it: “Transport Canada can’t be everywhere; they are undermanned. They have very few inspectors for the for the type of job. 90% of the vessels don’t have an inspection... I don’t know what to tell you... there is a regulation and enforcement problem.” In this worker’s view, when companies are left to self-inspect, to self-regulate, they will inevitably put profits ahead of this responsibility.

A repeated concern relating to regulatory oversight were weight to horsepower standards in the tug sector. The use of an underpowered tug to tow a high-tonnage ship presents a major – and all too common – safety risk, according to several participants. Transport Canada does provide specific standards and guidelines pertaining to horsepower versus tonnage (much of which can be found in the department’s Small Vessel Compliance Program – Tug Guidance Notes, Transport Canada, 2021), but, as participants suggest, the regulator’s inability to inspect all boats and oversee all operations cannot ensure that these guidelines are followed. The governmental entities working in this sector recognize the risks presented by a disconnect between weight and power, as evidenced by the Port’s recent towing capacity study, completed by the National Research Council of Canada’s Ocean, Coastal and River Engineering Research Center (Gash et al., 2021).

Conditions in the industry, however, are also set by employers and by the standards set during the collective bargaining process. As mentioned in an earlier section, many employers in BC’s tug industry are members of the CMC. Up until 2004, bargaining for the sector was conducted by the CMC, the various employers entrusting the Council to represent their interests in negotiating with the various unions.

Workers who had been involved in bargaining with the CMC were unified in their view that it improved relationships between the unions and between the unions and employers. One worker expressed this succinctly saying: “there’s no question in my mind that it brought stability [and] a better relationship with the unions.

There's no question about that." He continued by explaining that unified bargaining under the umbrella of the CMC also brought employers together, but often from a standpoint of mutual respect with the unions. Another worker who had been involved in bargaining with the CMC echoed these sentiments, highlighting the generally collegial relationship between the union and employer negotiators:

It was easier to deal with the CMC for sure. Because you could go in and even if you were dealing with a joint group of companies, when you could get up from the table, once you had an agreement, and you could shake hands with people cross the table, the company, right? And they say, 'Oh, yeah, it was a good deal,' or whether you'd all go for lunch together or dinner together and say, 'Yeah, we got a deal.'

These workers were in agreement that dealing with the CMC mitigated employer-by-employer tensions and, while conflicting interests still led to difficult negotiations, that dealing with the CMC still resulted in stronger contracts and a healthier industrial community. Participants agreed that a movement back toward sectoral bargaining with a centralized body would improve conditions and ensure that they are shared between workplaces, regardless of employer.

At stake, according to participants, is the legacy of good working-class jobs in the province. Workers reported a generally favourable view of their work and their industry, seeing it as a last bastion for good work that does not require extensive education. These workers entered the tug industry in a variety of ways and for a number of reasons. Many came from maritime families, these often citing multiple family members who spent their entire careers on the water. Three different participants told the story of going to the dispatch hall with their father in order to pursue their first placement on the boats, of having to sit and wait at dispatch. Outside of this family trajectory, some found their way onto the water after spending time in the trades. Still others had worked in adjacent industries, eventually settling into the tug vocation. However, what connects these varying origin stories is a commitment to this work as a career.

The question this raises, of course, is why, given the aforementioned conditions, workers remain in this industry for their whole careers. For many, the answer comes down to the general levels of security and stability that this work affords. Workers reported high levels of security in their jobs once they had earned the requisite level of seniority, with many of the pensioners having worked the tugs for three to four decades. The hours of work, while challenging for many, were generally seen as a benefit given the amount of time off the schedule afforded them. This gave many the opportunity to spend time with their families, travel, and even participate in entrepreneurial activities. At the same time, others reported the shifts as a challenge for maintaining their home lives, long hours and multiple days away at a stretch putting a strain on their family responsibilities and relationships.

Such secure work at relatively high pay becomes even more crucial in light of the ongoing affordability crisis in the Lower Mainland of BC. Many of the workers interviewed for this project began working in this sector in the final decades of the 20th century, many of these having since retired. These workers and retired workers reported generally positive views of the remuneration they received while working the tugs, but many pointed out that the financial pressures facing today's young workers are much more challenging than those they themselves faced. As one participant recalled, in the 1980s and 1990s a deckhand salary was enough not only to support a family, but to own a home and budget for periodic family holidays. This same worker expressed doubt that such "luxuries" would be feasible for today's deckhands in the lower mainland. For this worker, and others interviewed, remuneration has not kept up with increases in the cost of living, and they argued that their unions and the collective agreements they bargain are the only tools workers have to protect their standards of living against the ballooning costs of living in Vancouver and its surrounding areas. Given this disconnect between working and living conditions, it is imperative that the VFPA and its counterparts in other regions of Canada prioritize livelihoods, conditions, and job security when bargaining service contracts.

CONCLUSIONS AND RECOMMENDATIONS

Based on the challenges and opportunities outlined above, the researcher believes there are a number of initiatives that could improve working conditions and the consistent delivery of quality service in this industry. The recommendations that follow fall along a spectrum of feasibility, with some being fairly easily enacted on the part of the unions while others would require high levels of coordination as well as the building of national and even international coalitions aimed at changing conditions and practices at the level of policy, both provincial and national. Almost all of them would require some level of cooperation between the three primary unions working in marine services at the Port of Vancouver, with some also necessitating cooperation with employers, government entities and community organizations. As such, the five primary recommendations arising from this report are outlined below in order of feasibility from the most difficult to enact to the most easily achievable.

Public tug operation

The introductory pages of this report build the case for seeing national and local port facilities and their related operational elements as parts of a critical national infrastructure allowing for Canada's active participation in the global economy. Federal, provincial, and local governments all play a role in the regulation and efficient operation of the nation's ports, even if port authorities themselves function mostly as landlords. However, as the previous sections suggest, tug services are a particularly critical element of port operations with far-reaching implications for efficiency, environment, and community safety. As the previously recounted participant testimonies attest, and as the recent Francis Scott Key Bridge catastrophe in Baltimore, Maryland demonstrates, the proper management, docking and movement of marine traffic is a crucial safeguard in global port cities; *the maintenance of a domestic tugboat fleet in Canada's major ports would add an*

extra safeguard for port communities while also centralizing towing and docking coordination, contributing greater levels of disaster preparedness, and granting greater access to Transport Canada to inspect tugboats and their operations. This recommendation is obviously a long-term objective and would require a coordinated campaign, in line with the CSU's and CBRT's domestic flag campaigns of the mid- to late-20th century. Such a campaign would necessarily require a united front amongst the marine unions operating nation-wide, and would likely need to be linked to a larger progressive call for the nationalization of and investment in national infrastructure (given the popularity of ideas like the Green New Deal in the United States, such a campaign arising in Canada is not impossible).

Sectoral bargaining and industry standard agreements

Many retired tugboat workers, particularly those who were involved in their union (Local 400, SIU and CMSG alike), remember a time where conditions in the sector were set through a process of shared sectoral bargaining between the unions and the Council of Marine Carriers (CMC). Until recently, collective bargaining for the sector in British Columbia was conducted cooperatively both between the unions and between the employers, as mediated by their industry association, the CMC. This changed in 2004, when, according to sources previously involved in these negotiations, Seaspan opted out, choosing to manage their own contract negotiations and, consequently, paving the way for other employers to follow their lead.

In his comparative assessment of the Local 400 and SIU collective agreements with Seaspan and Ocean Delta Towing respectively, Larry Brown (2022) observes the relative comprehensiveness of the Local 400/Seaspan collective agreement as compared to that of SIU/Ocean. The wider scope of the Local 400/Seaspan collective agreement allowed for more in-depth considerations of conditions in BC's marine industry while providing workers with means – both financial and procedural – for navigating these. In accounting for this difference in comprehensiveness, Brown asserts that the Local 400/Seaspan collective agreement has the benefit of being a longer established agreement, influenced by multiple rounds of collective bargaining (as compared to the SIU/Ocean contract, which is an initial agreement). Interestingly, the specific history of this long-established collective

agreement falls outside of the Canadian Labour Congress's charge to Brown to compare the language of the two agreements. As a result, what is obscured in a line-by-line comparison is the fact that the Local 400/Seaspan collective agreement is built directly upon the legacy of sectoral bargaining in BC's marine industry and that new contracts in the sector would benefit from following suit. In an industry with a history of sectoral-level bargaining, existing contracts are a strategic strength to ensure workers' conditions and protections remain consistent from service contract to service contract.

Contracts bargained between the unions and the CMC had the benefit of general consistency, with workplace-specific concerns addressed in related addenda. Whereas research participants who had been involved in this process recounted instances of tension between the unions and employers, they also asserted that this shared bargaining process led to greater levels of understanding between employers and unions, solidarity between unions, and bargaining power for workers in the industry generally.

The breakdown of this approach to bargaining has resulted in an industry in which employers and unions both now take part in a shop-by-shop collective bargaining process, arguably at the cost of a consistent standard industry agreement. Although individual employers may benefit from separate bargaining processes, the unions have lost some degree of collective bargaining power as well as, according to participants who have been involved in bargaining both before and after 2004, a certain level of collegiality both between the other unions and with management.

In pursuit of increased bargaining power and the possibility of establishing an agreed-upon industry standard, the three primary unions should pressure the federal and provincial governments, as well as the employers themselves, to re-establish sectoral bargaining through the CMC. The first step in such an initiative would necessarily be for Local 400 to appeal to leaders of SIU and CMSG to plan and implement a coordinated lobbying, education, and mobilization campaign, the goal of which would be to build public and membership interest in the conditions faced by marine workers and the potentials of sector-wide bargaining. This should be supplemented with a unified public campaign calling upon the members of the

CMC to return to the practice of centralized bargaining, ideally reinforced through a formal agreement between the parties. It is likely that particular pressure will be needed to convince the large corporate firms, particularly Seaspan, to re-enter this bargaining arrangement. However, the case can be made that “outsourcing” bargaining to their industrial association would likely be cheaper, less taxing on time and resources, and with the potential outcome of making industrial operations more consistent and less likely to be interrupted by labour conflict.

Areas of service and union successorship

A complication for the maintenance of consistent conditions for BC’s marine workers is the manner by which service contracts are agreed upon between the Port and employers. As outlined above, tug services at the Port of Vancouver are contracted through a bidding process facilitated by the Port itself, resulting in multi-year agreements between the Port and the successful shipping agent. Such a process can result and has resulted in changes in service provider and concomitant changes in the quality and type of service provided as well as the workforces providing those services. An additional consequence of this contracting process is the possibility of a change in the union representing workers providing the service work. The new workers providing this work might have an existing relationship with the new contractor as well as with the union operating in that contractor’s workplaces, potentially changing working conditions even when the same service is being provided.

To mitigate the potential for declines in quality of service, job losses, and collective agreement inconsistency (and tensions related thereto), the Port of Vancouver and the effected unions should investigate a shift in policy related to tug services, specifically by defining these as being tied to an area of service (the Roberts Bank terminals, for example) rather than an individual employer. This would effectively translate to a union successorship agreement wherein when the Port takes bids for a new service provider, existing conditions would continue under the new provider. This would be, admittedly, a complicated set of procedures and agreements. There is, however, precedent in British Columbia of such successorship arrangements (highway maintenance, for example, Dawson Highway Maintenance

& BCGEU, 2019). A full consideration of such a shift in service contracting procedures would necessitate further research into the certifications of both union/ employer agreements and, if the current certifications allow for such a successorship arrangement, would likely require some negotiation between the unions and amongst the same with the employers and the Port of Vancouver. The legal and technical specifics are, unfortunately, beyond the scope of the present study, but are worthy of further investigation, particularly as such a change would necessarily create the conditions for the standardization of conditions within the area of service.

Technical standards and regulatory responsibilities

A common refrain amongst those interviewed for this research was that the policies and practices around tug and ship inspections are in need of review and revision, particularly as these are key to the creation and maintenance of safe working conditions and cultures in the industry. Whereas the regulations and procedures for work in this industry are set out in the Canadian Shipping Act, current levels of regulatory oversight are inadequate. The sheer amount of traffic passing through Canada's Ports makes the prospect of exhaustive inspection daunting, if not impossible. However, even if regulators are unable to adequately inspect every boat, ship, tanker, and barge, participants highlighted some pragmatic regulatory revisions that would increase worker and public safety both. First among these would be clear technical standards linking tugboat horsepower to ship size and weight. Many accidents resulting in lost tugboats and crews are caused by underpowered tugs towing outsized ships and barges. Creating and enforcing uniform technical standards would help mitigate this risk. For example, there is a global need for the development and application of agreed upon horsepower to tow-load standard as well as the dissemination of a tug-to-tow ratio matrix. Such an innovation would be a net benefit to the industry as a whole as well as to the communities in which it operates. Second, required tugboat inspection should be expanded to include smaller vessels, those falling below 15 gross tonnes, putting regulations in line with Transport Safety Board of Canada (TSB) recommendations (Transport Safety Board, 2023). Since the TSB made its recommendation in March 2023, Transport Canada has taken steps to comply with it, but these have fallen short of a required

inspection of small tugs.

Organizing non-union shops

The above recommendations almost certainly necessitate coordinated action on the part of a number of actors, be those unions, employers or governmental bodies. While the unions can mobilize around these issues, lobby policy makers, and pressure employers, they ultimately do not have the capacity to enact these changes on their own. The one area in which the unions, and specifically Local 400, can make a direct and lasting impact on marine working conditions and the relative power of workers in their workplaces is in organizing currently non-union shops. Barring an industry standard agreement or progress in a push for sectoral bargaining, Local 400 should increase efforts to build density through a sustained campaign of organizing workers in the industry's smaller shops. Small shop organizing is riskier in terms of opportunity cost, but holds the potential to yield fairly fast results compared to the organization of large bargaining units (few of which still exist amongst the unorganized in BC's marine sector). Capturing currently non-union workplaces would provide Local 400 the opportunity to push an industry standard agreement through its adoption at a number of additional workplaces. This effort will not solve the contract issue on its own, but in lieu of centralized sectoral bargaining, it will still present a path toward incremental improvement.



Courtesy of the International Longshore and Warehouse Union, Local 400

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APPENDIX

1

Document appended with permission from ILWU Local 400.



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February 6, 2023

Sent Via Email to: tdeelstra@clcctc.ca

Tim Deelstra
Political Assistant to the President
of the Canadian Labour Congress

I was asked by President Rob Ashton (ILWU Canada) and President Jason Woods (ILWU 400) to provide a review of Larry Brown's report comparing the ILWU Seaspun Collective Agreement (October 1, 2013-September 30, 2020) (the "ILWU CBA") vs. the SIU Group Ocean Delta Collective Agreement (June 1, 2022 – May 31, 2025) (the "SIU CBA") and the potential resolves on this dispute.

On January 19, 2023 at 1000 hours, the ILWU 400 and ILWU Canada Officers met remotely with Tim Deelstra and Larry Brown to review Mr. Brown's report (the "Report"). During the meeting Mr. Brown explained how he came to the conclusions in the Report. ILWU officers expressed disagreement and dissatisfaction with the Report and asked to have Mr. Brown redo it, to which Mr. Brown declined. Although we are disappointed that Mr. Brown would not condemn the SIU CBA as being significantly inferior to the ILWU CBA, we are pleased that he continues to accept feedback on areas and facts which may have been overlooked in the Report.

The below review of the Report is intended to provide further facts and clarification on the two Collective Agreements being compared and to highlight the ILWU 400's concern that inferior collective agreements could lower the industry standard on the West Coast of Canada.

We wish to note the following errors or omissions in the Report. Although many of the omissions are relatively minor on their own, cumulatively they lead to a considerable amount of context and information being absent from the Report.

1. At paragraph 1 of the Report, Mr. Brown writes that the ILWU Agreement is longer by 19 pages. In fact, the SIU CBA is only 16 pages long, while the ILWU CBA is 54 pages long, making ILWU CBA approximately 38 pages longer than the SIU CBA.
2. At paragraph 2 of the Report, Mr. Brown notes "issues" that are in the ILWU CBA but not expressly covered in the SIU CBA. We say his list could be expanded to include the following items as well:

Index, Supplying of Personnel, Discipline/Suspension and Dismissal, Overtime Claims, Division of Overtime, Leave and Wage Commencement, Shift Tugs, Eight hour shift tugs, Twelve hour shift tugs, Letter of intent, Subsistence, Appendix A Noise Abatement

Program, Appendix B Crew Complements, Appendix C Bareboat Charters, Appendix D Headings in the Collective Agreement, Appendix E Apprentice Engineers, Appendix F Severance Calculations, Appendix G MEDs Training Costs, Appendix H Tow Boat Accommodation Standards, Appendix I, J, Appendix K Education Leave, Appendix L Anniversary hours LOU, Appendix M Retiree Benefit Coverage, Appendix N Obtaining New Work, Appendix O List of vessels, Appendix P Wage Rates.

3. Although the Report identified a limited number of “core issues”, we believe that a significant amount of important items (including significant monetary items) are included amongst the appendixes and Articles bargained by the ILWU but not by the SIU. We submit that these items should be taken into account for a proper comparison. As an example, consider “Article - 3.01 (SHIFT TUGS) – (e)(i)” at page 30 of the ILWU CBA. This provision compensates employees with four (4) hours at the double time rate for shifts when they are “called out” to work on regular days off. Some marine employers run their entire operations on “call out” language. In comparison, Article 7.6 of the SIU CBA states that, in all circumstances, hourly employees (or Shift employees) are paid a minimum of four hours on a time-on-duty basis. The lack of call out language in the SIU CBA is significant, as under the SIU CBA, employees could receive wages for the same period at about half the rate they would under the ILWU CBA. Another important provision in the ILWU CBA is the subsistence language at Article – 3.01 (SHIFT TUGS) - (h)(i)”. Here, ILWU members could receive a subsistence allowance of around \$325.85 per month as of 2019 (the allowance went up as per the negotiated wage increased over time). This allowance is missing from the SIU CBA and was not commented upon in the Report.
4. One should also consider Article 2.12 (BARGE WORK AND CARGO, GEAR OR BOOMCHAIN HANDLING), where the ILWU negotiated additional rate tables for work aboard barges, the handling of cargo and the handling of gear and boomchains above and beyond the monthly basic salary. This additional amount can sometimes represent around 15-30% of what ILWU 400 earn monthly. Although currently, Group Ocean does not perform barge work or boom handling, it is certainly possible that as more and more gas and bunker barges move through Vancouver Harbour and around BC’s coast, Group Ocean will soon wish to participate. Regardless, the provision in the ILWU CBA represents a benefit for ILWU members which SIU members do not enjoy.
5. We submit that the application and implementation of Articles like those described above, and the benefit they provide to employees, should have been discussed in the Report. The Report ought to have recognized how these benefits affect the incomes of workers and raise the standard in the industry as a whole.
6. At paragraph 3 of the Report, Mr. Brown proceeds to compare the matters he believes constitute core issues in a collective agreement. We submit that, in addition to Mr. Brown’s selections, matters pertaining to overtime pay and health and safety should also have been considered core issues.

- a) Job Security – The report considers the issue of “job security” narrowly, being only concerned with protections from layoffs and unjust dismissal. However, the Report does not acknowledge the job security language which exists in the ILWU CBA, but not in the SIU CBA which serve to protect the specific work of the membership. For example, Article 1.26 (CUSTOMARY DUTIES) provides as follows:

“An Unlicensed Employee shall receive first call for work customary to his position, both on and off watch. Should the work be performed by Officers, the Unlicensed Employee will receive a payment equal to the amount of pay he would have earned if he had worked.”

The SIU CBA, contains no commensurate language which disincentivizes the employer from assigning deckhand work to licensed officers.

- b) Seniority – The Report states that the ILWU CBA includes a “slightly stronger” right to promotion based on seniority. We say the difference is far starker. The seniority clause in the ILWU CBA is explicit and honours the true meaning of what seniority is meant to be (Article 1.09(d)). Members are given a fair chance at promotions and jobs placements based on seniority, where skill and efficiency are relatively equal. All lay-offs and re-hires are based on seniority.

The SIU CBA, on the other hand, provides that “the advancement of employees shall be based on the Employer’s opinion of their abilities, skills and merit” (Article 9.4). The SIU CBA also allows the employer to proceed with layoffs on the basis of skill and competencies, where the employer is the judge of level of skill and competency (Article 9.5).

The SIU CBA has a 120-day probationary clause in Article 9.2. The ILWU CBA on the other hand has no probationary clause. Once an ILWU Member is dispatched, they can only be dismissed for cause.

We say the Report ought to have acknowledged the superior language in the ILWU CBA which provides employees with true seniority rights and job security immediately upon dispatch, crucial peace of mind benefits that SIU members do not have.

- c) Grievance procedure – While the Report is correct in acknowledging that both agreements have grievance procedures, there is a considerable difference between the two that is not acknowledged. The ILWU CBA allows for a 90-day window for grievance procedure (Article 1.05d), while the SIU CBA agreement has only a 20-day window (Article 10.2).

We submit this provides a significant advantage to ILWU 400 members, as a limited window tends to dissuade members from coming forward with grievances, due to the difficulty in meeting timelines in the face of work requirements and leaves. A 90-day window allows for members to be able to grieve the matter should they be away on work or leave when the grievable incident occurs.

- d) Benefit Plan – The Report acknowledged that this area was difficult to compare, and we understand that Mr. Brown did not have access to the details. However, it ought to have been noted that all employees in the ILWU CBA bargaining unit are covered under the BC Marine Industry Plan (the "BCMIP"). Although the SIU is a trustee to the BCMIP, employees in the SIU CBA bargaining unit are not covered by it and are instead covered by the Group Ocean Company Plan (the "GOCP"). We take this opportunity to provide some further information to allow for a direct comparison between the BCMIP and the GOCP.

We submit that when the BCMIP and the GOCP are compared, there are significant deficiencies in the GOCP, ranging from eligibility period, survivor benefits, short term disability, long term disability, extended health, vision, dental and retiree benefits. Though benefit plans generally are compared in aggregate, one cannot simply ignore some of the major deficiencies amongst the most commonly used benefits.

- Survivor Benefits: Under the BCMIP, surviving dependents maintain coverage for up to 24 months. The GOCP provides for only 3 months of coverage after the insured's death.
- STD & LTD – For Short Term Disability, the BCMIP provides for 52 weeks of coverage at 66.66% with no cap, while the GOCP provides for only 16 weeks, albeit at a slightly higher 70% weekly rate capped to \$2,000/week. For Long Term Disability, the BCMIP provides an additional 52 weeks at 66.66%, with a cap at \$6,000/month, while the GOCP provides 16 weeks at 75% of monthly salary, with a cap at \$15,000/month.
- Drug purchase reimbursement: The BCMIP provides for 100% eligible drug, while the GOCP covers only 75%.
- Paramedical Practitioners: The BCMIP provides a much greater range of paramedical services and higher monetary limits, and has no maximums for some paramedical services (such as physiotherapy). The GOCP has limited coverage for paramedical services with lower monetary limits and caps.
- Retiree Benefits: Neither the SIU CBA or the GOCP provides for retirement benefits. Conversely, the BCMIP provides largely the same levels of coverage for retired members as for working members at very little cost.

Overall, regardless of whether you compare the aggregate benefits of the plan, or look at the key benefits described above, the ILWU CBA includes reference to a plan which provides a stronger range in benefits for its members. We are surprised and disappointed to see the SIU, who is a trustee on the BCMIP, agree to allow an employer to provide lower coverages than most of their own local BC members. This should be of grave concern to Unions and organizations who participate in industry-wide plans, protecting a level playing field for all.

- e) Vacation Entitlement – Based on a comparison of Article 1.11 (ILWU CBA) and Article 13 (SIU CBA), it is clear that the ILWU CBA provides significantly more vacation entitlement to employees, in particular long service employees who receive additional vacation pay beyond their 15th year of employment. The Report, however, does not adequately compare the two agreements on this point and further, fails to mention that as per Article 1.11 (k), ILWU 400 vacation is paid on Gross Salary while the SIU CBA pays vacation only on base wage and overtime. Furthermore, the ILWU CBA provides Vacation selection on the basis of seniority, while the SIU CBA does not.

- f) Hours of Work and Overtime – The Report states that “both agreements provide for overtime rates” while admitting that the “ILWU Agreement is considerably more detailed”. The ILWU CBA provides, in Article 2.01 (HOURS OF WORK AND OVERTIME) - 1(i) for a one (1) hour triple time call out, which is industry standard for live-aboard employees, although absent from the SIU CBA. We are not sure why Mr. Brown refers to an overtime rate of time and a half in an Appendix of the ILWU CBA. The ILWU CBA requires all work beyond 12 hours to be paid at the double time rate.

We submit that hours of work and overtime language is important in every agreement. The language in the ILWU CBA further informs members and employers as to standard watch keeping hours to mitigate fatigue. Fatigue plays a significant part in the marine industry and allowing for unregulated watch systems, as is the case in the SIU CBA and Group Oceans work place, is a major concern. In the absence of a regulated watch system in any CBA, the employees fall under appropriate regulations.

- g) Pension Plan – The Report fails to mention that the SIU CBA provides that the 6% towards the employees’ pension account is based on their base hourly salary (Article 20.1), which excludes the Western Bonus or the 2 hours of built in overtime. Meanwhile, the ILWU CBA provides for a solid 8.5% contribution towards an employee’s monthly pension account, based on his total basic monthly salary. The basic monthly salary takes into account the full hourly rate of \$37.36 (for 2019).
- h) Wages – We do not agree with the wage calculations and comparisons in the Report. Mr. Brown compared the ILWU Deckhand/Oiler rate against the SIU Deckhand rate. In order to compare apples to apples, the Report ought to have compared ILWU Cook Deckhand rate vs. the SIU Deckhand rate. This is because SIU live-aboard Deckhands perform the same duties as the ILWU live-aboard Cook Deckhands.

Furthermore, the wages used in the Report are out of date as COLA increases were implemented for 2018 and 2019 - (As per article 4.01, the wage increase for the 2018 year was 3% and 2019 was 2.5%).

Additionally, the Report compared 12-hour shifts, despite unique language in the SIU CBA (Article 1(d)) that states that a twelve (12) hour day rate is for being available on board vessel for a twenty-four (24) hour period and includes an average of 12 hours of regular hourly rate, and 2 hours of overtime (at time and one half). We also note that Article 8.1 of the SIU CBA, states that employees paid the daily rate are not eligible for overtime. Taking into consideration the application of Article 1(d) in conjunction with Article 8.1, it suggests SIU employees could be required to work beyond 12 hours, despite no entitlement to overtime beyond 12 hours of availability. We submit that this suggests SIU working days ought to be calculated based on 14 hours.

Using updated 2019 wages, ILWU Cook-Deckhands earn \$37.36 per hour. 14 hour days would be 12 hours at an hourly rate plus two hours at double-time rate, which totals a \$597.76 daily rate.

Meanwhile, using 2022 wages, SIU Deckhands have a base rate of \$25.53 per hour. 14 hour days under the SIU CBA would be 12 hours at hourly rate plus two hours at time and one half, plus 24% Western Bonus for base rate, which totals a \$456.48 “fully loaded” daily rate.

When making a comparison based on a 14-hour Deckhand days under each agreement, the ILWU CBA comes out on top.

7. Prior to the Report being issued, the ILWU 400 provided a comparison document prepared with the assistance of legal counsel. We see no evidence that the comparison document was taken into consideration.
8. The ILWU 400 has recently signed a 16-page MOA with Seaspan on a renewal of the ILWU CBA. We understand that the MOA between the SIU and Group Ocean for their early renewal was around 2 pages. Generally, such largescale improvements are made not on mature agreements, but on first agreements.

Conclusion

In conclusion, we submit that an agreement like the SIU CBA might be an acceptable first agreement in a geographical area without precedential labour agreements, or established industry standard. However, when compared to existing collective agreements in the same industry, we believe that the SIU CBA is significantly deficient by all metrics.

We respectfully encourage the CLC to have Larry Brown’s Report reviewed again and further request a new comparison be done between the renewed ILWU 400 Seaspan CBA and the renewed SIU Group Ocean Delta CBA, which will better demonstrate how they each fit into labour standards on the West Coast of Canada.

All of which is respectfully submitted.



Ziggy Mangat
Secretary Treasurer
ILWU Local 400

/nb: moveUP

APPENDIX

2

Document appended with permission from ILWU Local 400.

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	(1.01) Comprehensive recognition language, including jurisdictional recognition, and establishment of labour management committee. Some exceptions; however the Company will update the Union monthly on any exceptions to jurisdiction.	(3) 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	(1.01)(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.	(n/a) 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	(1.02) Through the ILWU Hiring Hall, union has right to replace. Includes trainees being dispatched through hiring hall upon completion of training.	(4.1) Employee Selection and Hiring at company selection		ILWU 400 Agreement provides union control over new hires
4. Notice of Discipline/ Suspension/ Dismissal	(1.04) 72 hours minimum notice to the union of layoffs, quits, suspensions and dismissals	(n/a) 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

Benefit	ILWU 400 (2022)	Direct Competitor (2022)	CLC Floor (if Relevant)	Superior Agreement
5. Discipline Sunset	(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	(n/a) No sunset clause		ILWU 400 Agreement contains Sunset Clause
6. Meetings	(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	(15) 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	(1.05) Comprehensive grievance procedure which provides a maximum of 90 days from incident to raise grievance	(10) 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	(1.05)(e)(viii) The expenses of the arbitrator shall be paid equally by the union and company	(11.7) 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.

Benefit	ILWU 400 (2022)	Direct Competitor (2022)	CLC Floor (if Relevant)	Superior Agreement
9. Expedited arbitration process	(1.05)(e)(ix) Provision allowing for expedited arbitration process	(n/a) 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	(1.08)(d) Refusal to pass through picket line yet to be declared illegal not a violation of stoppage of work language	(n/a) 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	(1.08)(e) The company will not require members to tow hot cargo	(n/a) 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	(1.09) Comprehensive seniority and promotions regime, based on principles of seniority.	(9.4) 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	(1.09)(d) Layoffs in reverse order of seniority	(9.5) 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	(1.09)(f) Employees will be given 48 hours of layoff notice, unless just cause. Failure to give notice shall result in two days pay.	(n/a) no bargaining notice requirement for layoffs		ILWU 400 Agreement provides notice of layoff to employees, or pay in lieu of notice
15. Recall Notice	(1.09)(f) Employees given at least 21 days of recall notice	(n/a) no bargained recall rights		ILWU 400 Agreement includes recall rights

Benefit	ILWU 400 (2022)	Direct Competitor (2022)	CLC Floor (if Relevant)	Superior Agreement
16. Recall Language	(1.09)(f) Laid off member will retain seniority and recall rights for 18 months	(n/a) no bargained recall rights		ILWU 400 Agreement includes recall rights
17. Retraining Accommodation	1.09(g) right to retrain when employee physically unable to perform job	(n/a) 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	(n/a) no bargained recall rights		ILWU 400 Agreement includes recall job protection
19. Merger or purchase	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.	(n/a) 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	1.10(a) Medical examinations will be at employer's expense with reimbursement for member's travel and loss of working time.	(6.2) The employer may require an employee to undergo a medical examination, at its expense. (n/a) 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.

Benefit	ILWU 400 (2022)	Direct Competitor (2022)	CLC Floor (if Relevant)	Superior Agreement
21. Medical Upkeep	(1.10)(c) Company will pay up to \$250 towards cost of medical examination for Transport Canada required medical competency	(15.4) Employees musty maintain TC medical competency at their own cost.		ILWU 400 Agreement provides for financial assistance for medical upkeep.
22. Vacations	(1.11) 0-2 yrs- 14 days, 4% 2-7 yrs– 21 days, 6% of 2 nd yr 7-15 yrs-28 days, 8% of 7 th yr 15-22 yrs-35 days, 10% of 15 th yr 22-30 yrs-42 days,12% of 22 nd yr 30yr +, additional 2% Vacation pay on “gross wages” which includes previous vacation pay. Vacation selection by seniority	(13) Vacation Pay: 0-5 yrs – 4% 5-10 yrs- 6% 10+ yrs- 8% Vacation Pay only on base salary (n/a) Vacation Days: CA is Silent. Silent to Vacation selection and therefore equal to CLC Minimums (n/a) Vacation selection presumably at discretion of employer	Vacation Days: 1-5 yrs- 14 days (4%) 5-10 yrs- 21 days (6%) 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	(1.12)(a) 13 Federal and Provincial Holidays	(12.1) 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	(1.12)(b) For each Stat not worked, regular 12 hr day plus leave Stat premium for all who work (12 hours at double and a half)	(12.2) For each stat not worked, 1/20 of regular wages earned in full four pay weeks preceding the holidays (12.3) 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

Benefit	ILWU 400 (2022)	Direct Competitor (2022)	CLC Floor (if Relevant)	Superior Agreement
25. Holiday Superstats	(1.12)(b)(v) (Superstats on Dec 24 (double), 25 (triple), 26 (triple)) (1.12)(e)(f) if you work superstat and don't get Dec 31, Jan 1 and Jan 2 off you get 3 days of pay in lieu	(n/a) 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	(1.13) B.C. Industry Marine Employee Health Benefit Plan Company will pay full contribution for members on W.I or Worksafe benefits for up to 52 weeks. A member laid off when on benefits will continue to have premiums paid for 52 weeks.	(21.1) 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)	(1.13)(3) Company will support certain expenses of the Union's volunteer coordinator at \$400.000 per month to the Union.	(n/a) No EFAP		ILWU 400 Superior
28. Pension	(1.13)(4) (Company will contribute each month a contribution equal to 8.5% of employee's basic monthly salary.	(20.1) 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 (not including western bonus) 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	(1.13)(5) Company will contribute each month a contribution equal to 1.54% of employee's basic monthly salary	(n/a)		ILWU 400 Agreement provides retiree benefits

Benefit	ILWU 400 (2022)	Direct Competitor (2022)	CLC Floor (if Relevant)	Superior Agreement
30. In the event vessel is away from Port (return to port)	(1.16) Company pays for return to port transportation and wages and food.	(16.3) 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	(1.18)(b)(vi)(b) Annual reimbursement of \$400 for safety shoe, or boot, or jacket and pants, increase by five dollars per year of the contract beyond 2022 . 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.	(18.3) Annual reimbursement allowance of \$200 for C.S.A. approved safety footwear		ILWU 400 Superior
32. Floater Coat	(1.19)(e)(ii) Employees with one year service received a Mustang style floater coat, to be replaced as necessary. (iii) \$150 towards anti-exposure coveralls in lieu, if requested, to be reimbursed if employee does not acquire 6 months service.			ILWU 400 Superior

Benefit	ILWU 400 (2022)	Direct Competitor (2022)	CLC Floor (if Relevant)	Superior Agreement
33. Joint Health and Safety Committee	(1.20) defined terms for establishment of equal and proportional representation joint union-management health and safety committee which will meet 12 times annually.	(1.84) 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. (n/a) Silent as to composition of committee. Assumed employer committee.	No employee will be required to work in unsafe places or conditions. 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. Minimum 9 meetings per year.	ILWU 400 Agreement establishes joint health and safety committee with superior language
34. Crewing rules	(1.22) rules for safe and efficient crewing Watch system in place to manage fatigue.	(n/a) No bargained crewing rules. Assume unmonitored and unregulated watch/sleep system.		ILWU 400 Agreement established grievable crewing rules, watch systems and expectations

Benefit	ILWU 400 (2022)	Direct Competitor (2022)	CLC Floor (if Relevant)	Superior Agreement
35. Leave of Absence Duty Leave	(1.23)(a) 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.	(n/a)	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	(1.23)(b) unpaid leave with seniority maintenance for union officials	(n/a)		ILWU 400 Agreement for unpaid leave for union work
37. Bereavement Leave	(1.23)(c) 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. Can be taken at any time and will be applied elsewhere if bereavement occurs while on vacation.	(14.2) 5 paid days for spouse or child; 3 paid days for parent, sibling or grandchildren 2 paid days for parent or sibling in law, or grandparent (14.4) 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	(n/a)	(14.2)(d) 2 days paid	3 days paid personal leave	Direct Competitor Agreement provides for short paid leave for employees' wedding

Benefit	ILWU 400 (2022)	Direct Competitor (2022)	CLC Floor (if Relevant)	Superior Agreement
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) 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.	(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

Benefit	ILWU 400 (2022)	Direct Competitor (2022)	CLC Floor (if Relevant)	Superior Agreement
44. OT conversion	(1.28) Optional use of converting overtime banks, premium and stat holiday pay to time off, no cap but after 100 days, conversion is only at 50%	(n/a)	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	(19.3) 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	(1.29) Option to phase out of employment for retirement	(n/a)		ILWU 400 Agreement provides for phase in of retirement rather than abrupt exit
47. Training Allowance	(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).			ILWU 400 Agreement provides \$200 per day bonus allowance above and beyond daily rate to all trainers.
48. Overtime	(2.01) Double Time Overtime is optional	(1.3)(c) Time and a half (1.3)(d) 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	(2.03) Equal opportunity for overtime	(n/a) Overtime assignment at direction of employer		ILWU 400 Agreement provides for equal opportunity for overtime

Benefit	ILWU 400 (2022)	Direct Competitor (2022)	CLC Floor (if Relevant)	Superior Agreement
50. Leave and Wage	(2.04) use of lay-days and red-days, regulated anniversary hour, crew change, maximum continuous working days, minimum half days pay if work is cancelled. Pay in lieu of leave must be mutually agreed in writing by Union and Company but will not be unreasonably denied.			ILWU 400 Agreement provides comprehensive regulation of time-off
51. Tour of Duty	(2.04)(s) No change of tours without mutual agreement	(n/a)		ILWU 400 Agreement provides employee control of changing tours of duty
52. Meal Hours and Breaks	(2.07 & 2.08) Regulated meal hours and breaks	(n/a) 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	(2.09) Compensation for breakfast (\$15), lunch (\$20) and dinner (\$25)	(n/a) 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	(n/a)		ILWU 400 Agreement provides for additional compensation for additional work by galley staff
55. Duties other than	(2.12) Premium for work outside of customary duties	(n/a)		ILWU 400 Agreement provides for premium pay for work outside of customary duties
56. Dozer Boats	(2.14) Increase in pay to Mate level for deckhands performing dozer boat work	(n/a)		ILWU 400 Agreement provides for premium pay for dozer boat work

Benefit	ILWU 400 (2022)	Direct Competitor (2022)	CLC Floor (if Relevant)	Superior Agreement
57. Marine Disaster	(2.16) up to \$2000 for loss of personal effects in case of marine disaster on shift tugs and \$2500 when on continuous operating vessel	(n/a)		ILWU 400 Agreement provides for compensation in case of loss during disaster
58. Critical Incident	(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	(n/a)		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	(4.01) Regulates timing of pay, COLA or CPI increases,	(n/a)	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

Benefit	ILWU 400 (2022)	Direct Competitor (2022)	CLC Floor (if Relevant)	Superior Agreement
60. Training and Education	<p>(4.02) On company required courses, company will bear costs of all tuition including full wages/</p> <p>For voluntary upgrading courses, company will bear costs of tuition, books and fees and employee will contribute time.</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 8th 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 \$150/ day to attend necessary upgrading or renewal courses.</p>	<p>(15) All education subject to company approval.</p> <p>(15.1) 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>(n/a) 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>

Benefit	ILWU 400 (2022)	Direct Competitor (2022)	CLC Floor (if Relevant)	Superior Agreement
61. Subsistence	(4.04) All food provided will be of first class quality and sufficient quantity. NO substitute for milk, eggs, butter and bacon.	(n/a) No guarantees for proper subsistence.		ILWU 400 Agreement provides for guarantee of quality and sufficient subsistence
62. Accommodation Standards	(Appendix H) bargained standards and input via committee into accommodation standards	(19.1) safe and functional living quarters of the tugs		ILWU 400 Agreement provides comprehensive accommodation standards
63. Wages 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.	(Appendix P) Detailed payroll procedures, including requirement to provide payroll statements and detailed breakdown of pay. Using Updated 2022 wages, Cook-Deckhands earn \$41.29 per hour. 14-hour days would be 12 hours at hourly rate plus two hours at double-time rate= \$660.64 daily rate \$660.64/14 hours= \$47.19/hr	(Appendix "A") No explicit requirement for set pay procedure. 2022 base wage is \$25.53/hr 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= \$456.48 "fully loaded" daily rate \$456.48/14 hours= \$32.61 /hr	178.1 minimum hourly wage of \$15 or otherwise subsequently adjusted	ILWU 400 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	All unlicensed employees received \$1500 on ratification of new collective agreement, and on December 20, 2024			

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

