

Labor Agreement
Between
Tidewater Barge Lines
And
Inlandboatmen's Union
of the Pacific
Columbia River Region

Marine Division
International Longshore & Warehouse Union
August 1, 2017 – July 31, 2023

COLRIP13

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AGREEMENT BETWEEN
TIDEWATER BARGE LINES, INC.
And
INLANDBOATMEN'S UNION OF THE PACIFIC

The rules contained herein constitute an agreement between TIDEWATER BARGE LINES, INC., hereinafter referred to as the Employer, and the INLANDBOATMEN'S UNION OF THE PACIFIC, hereinafter referred to as the Union, governing wages, hours, manning and other conditions of employment on the river vessels of the Employer.

RULE 1 - RECOGNITION

1.01. The Employer recognizes the Union as the sole collective bargaining representative of its Employees employed on tugs and barges covered by this Agreement, with the exception of light boat sea trials and water taxis, and Tankermen who have traditionally worked within the jurisdiction of this agreement.

The jurisdiction of the Union and the scope of this Agreement shall extend to all work that has historically been performed by Employees in the bargaining unit represented by the Union, including any additional jurisdictions which may be mutually agreed upon in writing during the term of this Agreement. The Union recognizes Tidewater Barge Lines as the appropriate and true representative for purposes of collective bargaining.

1.02. Neither the Employer nor any supervisor shall have any agreement with any individual Employee, or group of Employees concerning wages, benefits, and conditions which are less than what is provided in this Agreement.

RULE 2 - METHOD OF EMPLOYMENT

2.01. In the hiring of Employees, applicants will be preferred who have experience in the classifications called for as Employees of Employer signatory to this Agreement.

The Employer recognizes the Union as a normal and legitimate source of men/women previously employed and experienced in the job classifications covered by this Agreement. However, the Employer reserves the right to hire Employees from any source.

RULE 3 - VISITATION

3.01. Authorized representatives of the Union shall be allowed to go on the Employer's property and on board vessels covered by this Agreement as long as work is not interrupted. The Employer will issue the duly accredited representative a pass for such visits and the Union agrees that the Employer is absolved from all claims for injury, death or property damage resulting from any accident involving such representative while on the property or on board vessels of the Employer wherever the vessel or property is located. The Union also agrees to comply with all Employer's policies including safety policies and Personal Protective Equipment (PPE) requirements, Coast Guard requirements (i.e. TWIC Card) and other rules and regulations that the

Employer is responsible to enforce on its vessels and in their facilities. It is not the intent of this rule to restrict and/or limit the union representative from conducting union business.

RULE 4 - DISCHARGE AND DISCIPLINE

4.01. The Employees shall observe the Employer's Standards of Conduct as agreed upon by the Employer and the Union, and as posted at the respective places of employment, provided such rules do not controvert the terms of this Agreement or impose arbitrary and unfair restrictions on the Employees. The current Employer's Standards of Conduct are attached as Attachment "A".

The Employer shall not discharge nor suspend any Employee without just cause and shall abide by the process agreed upon in the Employer's Standards of Conduct. The notice citing the particular violation(s) shall be furnished to the Employee in writing and a copy of the same sent to the Union. The warning notice as required herein shall remain in effect for a period of twelve (12) months from date of said notice. A second (or third) violation of the Employer's Standards of Conduct during this period shall automatically result in discipline including discharge. Discharge or suspension must be by properly written notice to the Employee and the Union. Any Employee may request a review of his/her discharge or suspension as provided in Rule 29 of this Agreement.

4.02. No warning notice need be given to any Employee if he/she is discharged for a major infraction in accordance with the attached Employer's Standards of Conduct.

4.03. Prior to the completion of an Employee's probationary period and thereafter annually, upon the anniversary of the Employee's hire date, the Employer will endeavor to complete an Employee performance evaluation and shall furnish the Employee and, with the Employee's permission, the Union, a written copy of such evaluation. Reasonable assistance shall be provided to the Employee to help correct deficiencies. If the deficiency is not corrected, the provision of Rule 4.01 shall be invoked.

RULE 5 - UNION MEMBERSHIP

5.01. All Employees covered by this Agreement, shall, within thirty-one (31) days after employment with the Employer, or thirty-one (31) days after the signing of the Agreement, whichever is later, be or become members of the Union and shall thereafter as a condition of continued employment tender the dues and initiation fees uniformly required as a condition of membership. Any Employee failing to conform with this rule shall be discharged. The Union's request for dismissal of any Employee for noncompliance with this rule shall be furnished to the Employer in writing.

5.02. The Union shall advise the Employer in writing the amount of its initiation fees, as well as monthly and percentage dues, if any, as duly adopted by their members. The Employer with the written consent of the Employees, shall deduct from the monthly pay of each Employee covered by this Agreement such fee or dues for the preceding month and remit the amount monthly to the Union. If signed consent is not given to the Company for payroll withholding of membership dues, it is the responsibility of the Employee to pay their dues directly to the Union.

5.03. The Employer agrees to notify the Union in writing within seven (7) calendar days from the date of the first employment of any Employee subject to this Agreement of the name and

address of such Employee, his/her social security number, notification shall be by pre-stamped postcard furnished by the Union.

5.04. The Union shall indemnify, defend and hold the Employer harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or result from action taken by the Employer for the purpose of complying with this Article.

RULE 6 - DISCRIMINATION

6.01. The Employer agrees not to discriminate against any Employee for his/her activity in behalf of, or membership in, the Union.

6.02. The Employer, Union and Employees shall continue to comply with all applicable State and Federal employment discrimination laws. The Employer will not discriminate against any Employee or applicant for employment because of such person's race, religion, color, national origin, sex, marital status, sexual orientation (including gender identity), HIV/AIDS and Hepatitis C status, age, or the presence of any sensory, mental or physical disability (which does not prevent the proper performance of the particular Employee or applicant). Nor shall there be any discrimination of veterans. Compliance with State and Federal Law shall not be considered discrimination under this Article.

6.03. The Employer will not tolerate any form of harassment, of a verbal or physical nature, by any Employee, which harasses, disrupts, or interferes with another's work performance or which creates an intimidating, offensive or hostile environment in the workplace. Included is harassment of Employees by managers, supervisors, co-workers, vendors, customers, or suppliers.

6.04. The use of masculine gender in any provision of this agreement shall not be deemed to indicate any distinction based on sex. Such use of masculine gender shall be deemed to include the feminine gender wherever it is found.

RULE 7 - MINIMUM CREW REQUIREMENTS

7.01. *FIVE PERSON BOATS:*

Effective June 30, 2018, fifty percent of all boats running (rounded down), including the Wauna Boat, will have a crew of five (5) men/women with a maximum of five (5), five (5) person boats running at any one time.

These tugs, when operating on a twenty-four (24) hour basis shall be crewed as follows:

- 1 Captain
- 1 Pilot
- 2 Deck Mechanics
- 1 Deck Mechanic / Apprentice Deck Mechanic

7.02. *FOUR PERSON BOATS:*

All other tugs not listed in Rule 7.01, when operating on a twenty-four (24) hour basis, shall be crewed with four (4) crewmembers consisting of the following:

- 1 Captain
- 1 Pilot
- 2 Deck Mechanics

7.03. *CALL OUT BOATS: (This section refers to a single crew boat)*

- A. The Employer may crew call boats in two (2) categories, a maximum of twelve (12) hours or a maximum of six (6) hours. These boats may be crewed for one (1) day or for successive days.
- B. Crews called for a twelve (12) hour boat between the hours of 0600 and 1800 must have at least two (2) hours notice, and six (6) hours notice between the hours of 1800 and 0600, prior to reporting. Crews for the six (6) hour boat must have at least two (2) hours notice. In no event shall a crewmember work beyond twelve (12) hours for said call out including start up and shut down.
- C. The twelve (12) hour boat crew shall work a minimum of six (6) hours up to a maximum of twelve (12) hours at straight time pay. The six (6) hour boat crew will work a maximum of six (6) hours and be guaranteed six (6) hours pay per call out at straight time.
- D. At the time of the call out the crew will be notified of the nature and expected scope of the work to be performed and the reporting time and location.
- E. The minimum crew for a call out boat shall be two (2) crewmembers, one (1) Captain and one (1) Deck Mechanic, unless the Captain in consultation with the crew requests a third crewmember. The third crewmember may be an Apprentice Deck Mechanic. When a twelve (12) hour boat is assigned harbor work (i.e. building and breaking tows, shifting barges) it shall have a three (3) person crew.
- F. Crews for a twelve (12) hour boat and six (6) hour boats shall be called as normal according to seniority during Employee's scheduled work period. Crews for twelve (12) and six (6) hour boats will be called by seniority from the "call out roster" per 11.07 during Employee's scheduled off half. The list will be published and constitute the "call out roster" for their upcoming days off. Call out work shall be dispatched on a daily basis and shall be dispatched in seniority order of those individuals on the roster. Due consideration must be given to ensure that the work creating the call out may require that Employees dispatched could be out of seniority because of the travel distance involved.
- G. If after the assignment begins, the workload of a two-person tug becomes excessive, the captain may request an additional crewman. Deck personnel so provided shall receive a minimum of six (6) hours pay.
- H. Zone pay shall apply to the crewing of these boats.

7.04. When any other vessel is either added to or substituted for the above named classifications, it will be manned as set forth in the above classification. The manning of new vessels is subject to negotiations between the parties. Such vessels shall be allowed to be put into service while manning negotiations are being conducted. If an agreement on manning cannot be reached, the matter shall be settled in accordance with Rule 29 of this Agreement. Interim crewing will not create a past practice or be used by either party as justification in the event of arbitration.

7.05. On all blind tows, where the operator cannot see the deckhand, adequate methods of communication shall be required, or an additional Employee shall be required to ensure the safety of the crew and vessel.

7.06. Employees, at the time of assignment, shall be informed as to the tug type and the expected tour of duty aboard the vessel.

7.07. Crewmembers may be requested to perform maintenance and repair work on laid up vessels. The crewmember has no obligation to accept this work. If performed, maintenance work will be paid on the basis of a minimum eight (8) hours straight-time pay with overtime after eight (8) hours. Maintenance work shall not be included in the computation of days worked to compute total days worked for overtime purposes under Rule 11.03. The refusal to accept such work shall not be a cause for disciplinary action. The rates of pay shall be that of a Deck Mechanic.

7.08. In the interests of safety there shall be two (2) crewmembers on deck in the following circumstances. It should be made clear to all Employees that verbal harassment, abuse or retribution for such requests is never permitted and will not be tolerated.

- A. When, in the opinion of the Deck Mechanic or Operator, the job exceeds the capabilities of a single Deck Mechanic.
- B. When making up or breaking up of any tow consisting of three (3) or more barges and high/low work (deck height differential greater than five (5) feet).
- C. When hazardous weather conditions (high winds, ice, snow, flood, etc.) prevail and the Deck Mechanic requests assistance.
- D. There shall be two deck personnel (two (2) Deck Mechanics or one (1) Deck Mechanic and one (1) Apprentice Deck Mechanic) on deck when moving or spotting paper freight barges.
- E. When breakup of the tow is required for lockage.

7.09. With respect to Rules 7.01, 7.02 and 7.03, where an Employee leaves the vessel due to sudden illness or emergency, the vessel shall continue to operate so long as sufficient crew are aboard to stand watch, and hours worked limitations can be observed. In such event, the Employer shall use its best efforts to provide additional crew as soon as possible (including use of Assistant Port Captain or TAPPOUT observer within classification unless mutually agreeable), provided such relief for a four (4) person boat is within six (6) hours and a five (5) person boat is within twenty-four (24) hours. If no replacement Employee is assigned to the vessel, the pay for

the fifth man will be split between the two remaining Deck Mechanics up to three (3) days. Thereafter, it shall be mutually agreeable between the Union and the Company.

RULE 8 - MINIMUM PAY

8.01. All regular members of a crew who respond to all of their assignments shall receive not less than the minimum pay for the classification worked as provided herein. Such minimum pay shall constitute pay for no less than twelve (12) hours straight time pay on vessels crewed under Rules 7.01, and 7.02, of this Agreement.

8.02. Pay checks shall state the hourly rate(s), for each classification worked, straight time hours, overtime hours, zone pay, gross wages, the deductions for the pay period, and accumulative gross earnings for year. The Employer will provide Employees with a statement of sick leave, disaster bank, and healthcare rollover hours (per Rule 17.02) balances on at least a quarterly basis. Payday shall be on the 10th and 25th day of each month by direct deposit to the employee's choice of bank accounts.

A. Employees may receive draw checks per past practice.

B. In lieu of draw checks, an Employee may elect to be paid on the 10th for hours worked the 15th day through the last day of the work period and 25th day of each month for hours worked the first day of the work period through the 15th. Employees may elect this option by December 15th each year to be effective on the December 25th payroll. Such election must be submitted in writing to Payroll. Employees electing to forego draw checks will have a three-month trial to change their election. Such change must be submitted in writing to Payroll by March 15th.

Example: For first half employees, hours worked November 30 through December 15 will be paid in full on December 25th payroll. For second half employees, hours worked December 15 through December 31 will be paid in full on January 10th.

8.03. If the Payroll Department changes a timesheet that results in a reduction in wages, the Employee will be notified. If errors or changes result in an underpayment or overpayment, the adjustment will be reflected on the next paycheck. If underpayment exceeds one day's pay, the Employee may request a separate check be issued by the next business day.

RULE 9 - CLASSIFICATION, QUALIFICATIONS, AND RATES OF PAY

9.01. Effective August 1, 2017

Straight Time Rates

	Captain	Pilot	Deck Mechanic
8/1/2017	7% / \$58.25	7% / \$53.60	3% / \$39.81
8/1/2018	4% / \$60.58	4% / \$55.74	3% / \$41.00
8/1/2019	6% / \$64.22	6% / \$59.08	3% / \$42.23
8/1/2020	4% / \$66.78	4% / \$61.45	4% / \$43.92
Upon mutual consent:			
8/1/2021	4% / \$69.46	4% / \$63.91	4% / \$45.68
8/1/2022	4% / \$72.23	4% / \$66.46	4% / \$47.51

APPRENTICE DECK MECHANIC (SEE RULE 9.04)

- A. ADM trainers, selected by the employer, will be paid in addition to their normal rate of pay, a flat rate of \$.50 cents per hour for each full hour of straight time pay spent training Apprentice Deck Mechanics.
- B. Operators, selected by the employer, will be paid in addition to their normal rate of pay, a flat rate of \$.75 cents per hour for each full hour of straight time pay spent training Employees in the paid Mates Program.

9.02. In order to eliminate controversy, the Company shall establish qualification guidelines and requirements for all crew positions. Management, including Port Captains, shall be responsible for evaluating crewmembers, and permanent promotion to a higher class shall be solely Management's responsibility, however, the Union shall have the right to intercede in the event of abuse of seniority and/or discrimination.

- A. The Employer, at their expense, may require a physical capacity test (PCT) for Operators who wish to exercise their deck seniority rights if they have not worked five (5) consecutive days in the deck department in the previous two (2) years.
- B. Employees hired into the Mate training program will be provided up to three hundred and sixty (360) hours of Deck Mechanic training by the Employer. The Employee must successfully complete the Mate training program, by being checked off as an operator by the Port Captain, to qualify for this Deck Mechanic training.

During the Mate's Deck Mechanic training period, the Mate will sail as an extra "person" on the vessel and will be assigned a trainer to work with during their Deck Mechanic training. After up to three hundred and sixty (360) hours of Deck Mechanic training, if the Mate successfully demonstrates the knowledge and skills required to sail as a full Deck Mechanic, the Employees' deck seniority date will commence on the date of hire. If more than one person is hired into the Mate training program on the same date, straws will be drawn to determine the seniority order.

9.03. An Employee shall receive the rate of pay for the classification in which he works during the monthly work period.

9.04. ADM Training Program:

- A. In order to provide a dedicated training position, Apprentice Deck Mechanics shall be assigned as extra men/women, in addition to minimum requirements.
- B. This position will not be considered as part of normal crew or as sufficient crew regarding the current contract and therefore will not interfere with anyone's seniority aboard vessels. If a five (5) person boat cannot be crewed with either straight time or overtime Employees, an Apprentice Deck Mechanic trainee may be used as a fifth person in a training capacity on that boat. If an ADM trainee is used as a fifth person on a five (5) person boat, he/she will only be used in this capacity until an eligible relief becomes available, and will always be assigned to that boat along with his/her trainer.
- C. An Apprentice Deck Mechanic will work in a training position for one hundred eighty (180) hours a month for the first six (6) months or 1080 straight time hours of employment and will follow the Company's Apprentice Deck Mechanic training program. Scheduled or unscheduled lock closures may cause an extension of the Apprentice Deck Mechanic's training by the length of the shutdown. A partnership between the Employer and the Employees will develop the content of the ADM training program. After six (6) months or 1080 straight time hours of full time training the apprentice should be able to perform the basic duties of a Deck Mechanic as established by the training program. This will be determined by the certification and performance review process reviewed by the trainers, co-workers and Port Captain as detailed in the ADM training program. During the initial training phase, the ADM will be allowed to work more than one hundred and eighty (180) hours in a thirty (30) day period. Hours worked in excess of 180 hours in the off-half will be paid at full Deck Mechanic rate of pay at the applicable overtime rate. ADM overtime assignments will be made according to seniority.
- D. ADM's shall work with selected dedicated trainers, who will be chosen either by nomination or volunteer from each half of the workforce. Trainees should work with the same trainer more than twice and trainees need to work in all areas of the river. The areas of the river to be defined as "Lower River", "Harbor", "Upriver", and "Snake".
- E. ADM's shall receive sixty-five (65%) percent of the Deck Mechanics rate of pay for the first one thousand eighty (1080) hours worked (seventy (70%) percent if used as fifth person. ADM's shall receive seventy-five (75%) percent of the Deck Mechanics rate of pay for the second one thousand eighty (1080) hours, and will work as the fifth person on a five (5) person boat or as the third person on a call-out boat. After two thousand one hundred sixty (2160) hours and successful completion of the ADM training program, a trainee will be considered a Deck Mechanic, capable of standing watch on their own, and receive the full Deck Mechanic rate of pay. The Employer, at its sole discretion, may accelerate the above training period.

- F. The ADM will begin accumulating hours towards earning health insurance benefits effective with date of hire per Rule 17. The ADM will be eligible to participate in the IBU pension plan as defined under Rule 18.

9.05. Mate Program:

It is understood that the Company shall have sole discretion in the selection of candidates for the paid Mate Program. Guidelines for admission to the paid Mate Program will be:

- A. Possession of a U.S. Coast Guard Deck Officer license;
- B. Completion of ten thousand eight hundred (10,800) hours worked as a Deck Mechanic;
- C. Completion of five hundred (500) hours of stick time in the wheelhouse; and
- D. Three (3) letters of recommendation from Tidewater Captains.

The interview and selection team will include up to two (2) IBU representatives, one appointed by the Company and one appointed by the IBU Regional Director, provided the Union designated representative does not result in any cost to the Company.

- 9.06. Employees shall be paid vacation, holidays and sick leave at the highest classification paid for sixty (60) days in the preceding calendar year.

- 9.07. Designated examiners will receive the captain rate of pay when performing Designated Examiner duties for all hours on that watch regardless of other duties assigned.

- 9.08. Current U.S. Coast Guard licenses and/or endorsements are required to be held by operators and tankermen. A copy of each license and/or endorsement will be furnished to the Employer within thirty (30) days after obtaining said license(s). When licenses/endorsements are renewed, copies must be furnished to the Employer three (3) days prior to their next half or assignment.

9.09. Documents, Credentials and License:

- A. As a condition of continuing employment, all Employees covered by this agreement must maintain a valid Transportation Worker Identity Card (TWIC).
- B. All Deck Mechanics and Apprentice Deck Mechanics shall acquire and maintain a Merchant Mariner's Credential (MMC).
- C. Employees new to the industry must make application for a TWIC and MMC within fifteen (15) days from date of hire.
- D. Any Employee covered by this agreement who fails to maintain a TWIC and MMC shall be ineligible to perform work for the Employer notwithstanding any other provision of this agreement to the contrary of the Employee's seniority. Any Employee whose TWIC or MMC expires during the term of this agreement must obtain a renewal of TWIC and MMC

in order to continue to be eligible for work assignments under the terms of this agreement. When TWIC and MMC credentials are renewed, copies must be furnished to the Employer three (3) days prior to their next assigned half.

- E. Employees covered by this agreement shall provide the Employer a copy of their driver's license. Any change to the status of the Employee's driver's license must be communicated to Human Resources immediately. Possession of the valid driver's license is not a condition of employment under this agreement; however it may be a condition of some assignments.
- F. Employee education and/or training required for obtaining and upgrading USCG licenses and endorsements in compliance with government regulation will be reimbursed as follows: The employer will reimburse the Employee's cost of tuition, required books, related supplies and licensing fees, provided the Employer is not offering the training in-house. The Employee will contribute his/her time, mileage, lodging and subsistence. To be eligible for reimbursement, the Employee must have prior approval by the Employer and present expected costs for obtaining licenses and or endorsements. Any reimbursement will require receipts documenting actual costs incurred by the Employee.

RULE 10 - HOURS OF WORK

10.01. Crew personnel shall be divided into watches of six (6) hours on duty followed by six (6) hours off duty. Two (2) such watches shall constitute a day's work. Watch change will take place at the top of the hour. Such watches shall not be changed for the duration of the assignment, unless agreed upon by the Employee changing watches and the Captain.

10.02. On all vessels there shall be posted a list of all Employees aboard the vessel during the pay period. Such list shall record daily the overtime hours worked by each Employee.

RULE 11 - OVERTIME

11.01. All time worked when called off watch shall be paid for at the overtime rate applicable to the classification. Required overtime may not be refused as long as Employee is in compliance with Rule 20.05.

11.02. When a crewmember is working continuously from straight time into overtime, the minimum overtime payment shall be fifteen (15) minutes, and in fifteen (15) minute increments thereafter. When a crew member is off watch and is called out for overtime work within the first sixty (60) minutes of their off watch, payment of overtime shall be fifteen (15) minutes, and in fifteen (15) minute increments thereafter, through the first hour as continuation of watch. The Vessel Operator must notify crew member overtime work will be required during the first hour of off watch prior to watch change or crew member called out within the first sixty (60) minutes is entitled to two (2) hours of overtime. When a crew member called out for overtime within the first sixty (60) minutes of their off watch works into the second hour, they shall be paid two (2) hours and in periods of fifteen (15) minutes thereafter. When a crew member is called out for overtime work after the first sixty (60) minutes of their off watch, the minimum overtime payment shall be two (2) hours and in periods of fifteen (15) minutes thereafter. When a crewmember is off watch and is called out for overtime work more than sixty (60) minutes after the conclusion of their

assigned watch, payment of overtime shall commence fifteen (15) minutes prior to reporting when the crewmember is called. The minimum overtime payment shall be two (2) hours and in periods of fifteen (15) minutes thereafter. If such call out occurs anytime in the last two (2) hours of the off-watch period, the overtime payment shall be two (2) hours. If overtime continues into the last two hours of the watch then overtime payment shall continue to the end of the watch. Actual working time must continue into the last two (2) hours of the watch for overtime pay to continue to the end of the watch. When called out, a crewmember shall only perform the work that made it necessary for him/her to be called out to perform, and may not be assigned to other routine duties.

When a crewmember off watch is called out to change boats the minimum overtime payment shall be one (1) hour. When an Employee is required to travel from boat to boat he shall be paid at the straight time rate for on watch hours traveled, and at the overtime rate for off watch hours traveled. Pay, for the purpose of this Rule, shall be computed based on the Employee's next regular watch. It is understood that overtime is protected as it is accrued. Crewmembers shall be paid a maximum of thirty (30) minutes per week for drills and safety meetings.

11.03. Except as provided in Rule 12.03, all time paid in excess of one hundred eighty (180) straight time hours in the work period shall be paid at the penalty overtime rate applicable. The penalty overtime rate shall be one and one half (1 ½) times the regular hourly rate. The penalty overtime rate per Rule 11.02 shall be two (2) times the regular hourly rate.

The minimum daily overtime payment for working in excess of one hundred eighty (180) straight time hours except as provided in Rule 11.02, 12.03 and Rule 14.01, shall be six (6) hours, and in six (6) hour increments thereafter, for this purpose the Window Penalty shall not apply. All compensable person-hours, except sick time, shall be counted as time worked for the purpose of calculating overtime, including pay to individuals worked out of seniority.

11.04. The overtime rate shall not apply to work performed in excess of the straight-time assignments for the safety of the vessel, tow, crew, cargo, or when rendering aid to another vessel in distress. Such work is to be paid for at the straight-time rate. The minimum pay shall be thirty (30) minutes and fifteen (15) minute periods thereafter.

11.05. On assigned days off all crewmembers may refuse overtime work.

11.06. All overtime worked must be approved by the Captain, except as otherwise provided in Section 7.08. Employees shall review and sign their timesheet aboard the vessel.

11.07. Call out work shall be dispatched on a daily basis and shall be dispatched in seniority order. All Employees shall have thirty (30) minutes to respond to call outs after 1600 on business days. Employees can add or remove their name from the "Call Out" roster at any time by calling or e-mailing the Crew Scheduler or designee. Employees on their half volunteering to work on or through bi-monthly crew change must call or e-mail the crew scheduler no later than 1200 the day before crew call-in day.

- A. Each Employee must provide the crew scheduler with one (1) contact phone number. Employees not on the "Do Not Call" roster shall return phone calls. After three (3) consecutive attempts (for separate assignments) to reach the Employee have been made, the Employee will be added to the "Do Not Call" roster.

RULE 12 - MONTHLY WORK PERIODS

12.01. Monthly work periods shall be divided as historically practiced among the two (2) crews assigned. Those not assigned to work are considered to be on layoff unless the Employee is on vacation, sick leave or other authorized absence.

12.02. The work period is defined as follows:

<u>Employee Working:</u>	<u>Work Period:</u>
First Half of Month	1st to 31st of that Month
Last Half of Month	16th of previous Month to 15th of that Month

12.03. Assigned days off are defined as follows (with the exception of Rule 11.08, 12.03 and 14.01):

First half will be defined as noon the 15th to noon the 31st.
Second half will be defined as noon the 31st to noon the 15th.

12.04. It is agreed that the monthly work periods shall continue to be balanced on an annual basis. In those months having thirty-one (31) days one (1) of the crews shall be required to work sixteen (16) days. In February second half, crews shall be assigned thirteen (13) days, except during a leap year when the assignment shall be fourteen (14) days. Such balancing periods shall be paid at straight-time rates of pay. The second half of the month of February is considered a full month. During the months of July and December crew call-in will be on the 29th and bi-monthly crew change day will be on the 30th.

12.05. It is agreed that crew members will not work for any other Employer in the maritime industry without prior authorization by the Company.

12.06. The Employer shall attempt to schedule all events, requiring mandatory group attendance, during the month of lock closure. If unable to do this the Employer shall notify Employees no less than ninety (90) days in advance of the dates of required attendance events. Any Employer required event, except for onboard drills, shall be compensated at the straight time rate of pay as specified in the wage schedule with a minimum payment of four (4) hours. This rule will be limited to forty (40) hours per calendar year. Any mandatory meetings required in excess of forty (40) hours per calendar year will be paid at overtime rate. The Employee shall be reimbursed at the IRS rate for all miles involved up to a maximum of four hundred thirty-six (436) miles one way. The Employer shall provide subsistence and lodging where appropriate. Employees shall not be required to attend any of the above events if on approved vacation. The IBU will give the Company ninety (90) days notice for meetings that will take Employees off assigned vessels for outside Union events not specific to this contract.

12.07. If Employees elect to work during required training on their scheduled half they will be required to attend training during their assigned days off. Employees must call the Crew Scheduler or designee one (1) week prior to the first required training session of their intention to work or attend training.

RULE 13 - REPORTING TO WORK

13.01. Bi-monthly crew changing (applicable to each calendar half) requires that the oncoming Employee do the following:

- A. If unable to work for any reason other than authorized vacation, Employee shall call Crew Scheduler or designee no later than 1200 the day before crew call-in day.
- B. On call-in day (day preceding bi-monthly crew change), call Crew Scheduler or designee between 1200 and 1600 to obtain tug assignment, assigned position, anticipated time and place for bi-monthly crew change and reporting time to assigned home port on bi-monthly crew change day to pick up Company provided transportation. Unless other arrangements are made, failure to call as required will be conclusive evidence that the Employee is not available for work and assignment will be made to another Employee. Unless work dictates otherwise, the Employee failing to call in will not be eligible to work for a total of two (2) consecutive scheduled work periods. The Port Captain (or the designee) shall call the assigned Captains between 0900 and 1200 to discuss and verify crew assignments.
- C. On the morning of bi-monthly crew change, Employees having been assigned work shall call Crew Scheduler or designee between 0700 and 0900 to verify assignment, time and place for bi-monthly crew change, and Company transportation arrangements from home port.
- D. All crew change assignments outside of a bi-monthly crew change and call outs shall be completed by 1600 of the previous weekday business day. Employees will have thirty (30 minutes) to respond to calls after 1600. Emergency or unscheduled call outs will take place as required.

13.02. If an Employee is on layoff and is going to be unavailable for greater than a twenty-four (24) hour period, that Employee must call the Crew Scheduler or designee to inform them of the reason for their unavailability.

- A. Employees on layoff must respond to a call to report to work before 1600 on day of call.

13.03. If an Employee is contacted for work during their normal work period (assigned half) and refuses to accept the position, in his/her classification, which will be the highest classification paid for sixty (60) days in the previous calendar year, it will be considered unsatisfactory attendance.

- A. Employees may request Volunteer Layoff (VLO) by completing and submitting a VLO Request Form or email to the Crew Scheduler or designee no more than sixty (60) days but no less than three (3) business days in advance of the requested VLO. Requests may be approved at the discretion of the Employer based on a first come, first served basis. Approvals will be based on workload and the ability to cover positions with laid off volunteers, provided it does not result in time lost or crewing costs to the Company. All Employees on approved VLO must be available to return to work during their scheduled half.

B. In the event the boat to which an Employee is assigned is laid up at any time during the course of his or her tour of duty, the Employee may exercise his or her seniority rights at that time to request V.L.O or relieve the least senior employee in either classification (wheelhouse or deck) in which he or she is qualified. The Employee shall remain on the payroll during the reassignment and the Employer shall arrange the Employees transportation.

13.04. Every Employee must be available for work during their normal work period (assigned half) unless their absence has been authorized by the Company. Absences required for an Employee to earn a living will not be unreasonably denied.

RULE 14 – CREW CHANGES

14.01. When crews from one half are replaced by crews from the other half, bi-monthly crew change will take place between 1100 and 1300. Both the crew relieved and the relieving crew will receive a minimum of six (6) hours pay. If the Company directs the crew change to occur outside this time frame, the Window Penalty applies. The Window Penalty will also apply to Scheduled Vacations.

For bi-monthly crew changes that occur before 1100, crew members going to the boat will receive, in addition to all other required pay, a flat amount Window Penalty for their classification.

For bi-monthly crew changes that occur after 1300, crew members on the boat will receive, in addition to all other required pay, a flat amount Window Penalty for their classification.

Window Penalty

	8/1/2017	8/1/2018	8/1/2019	8/1/2020	8/1/2021	8/1/2022
Captain	\$174.75	\$181.74	\$192.65	\$200.35	\$208.37	\$216.70
Pilot	\$160.79	\$167.22	\$177.25	\$184.34	\$191.72	\$199.39
Deck Mechanic	\$119.43	\$123.01	\$126.70	\$131.77	\$137.04	\$142.52
ADM 65%	\$77.63	\$79.96	\$82.36	\$85.65	\$89.08	\$92.64
ADM 70%	\$83.60	\$86.11	\$88.69	\$92.24	\$95.93	\$99.77
ADM 75%	\$89.57	\$92.26	\$95.03	\$98.83	\$102.78	\$106.89

The window penalty will be indexed to twenty-five percent (25%) of twelve (12) hours straight time pay and adjusted annually.

This applies to vessels operated under Rules 7.01, and 7.02.

14.02. On all other crew change days, Employees will be guaranteed a minimum of six (6) hours pay. Employees volunteering to go home will only receive pay for hours worked that day.

14.03. Crewmembers shall remain aboard the vessel until the end of the voyage and their designated relief arrives. Should the designated relief fail to arrive, the office shall be notified and a decision for appropriate crewing made. This clause shall not be used to require overtime because

of the Employer's failure to have adequate qualified personnel but in no case should an Employee be required to stay longer than twelve (12) hours. In such cases Rule 11.05 shall not apply.

14.04. The bi-monthly roster shall be emailed to the Union and posted on the bi-monthly crew change day. Crew list and crew change sheets for the previous half will be emailed to the Union within three (3) days of the bi-monthly crew change day.

RULE 15 - ZONE PAY AND REPORTING GUIDELINES

15.01. The Employer will assign all Employees living east of the John Day Dam the home port of Pasco, Washington and all Employees living west of the John Day Dam the home port of Vancouver, Washington. Employees reporting to work via the Portland International Airport will be assigned the home port of Vancouver, Washington. Employees will be assigned a work location for each voyage and shall receive a lump sum payment based upon the attached Zone Pay Schedule.

The Zone Pay payment will be made for the first and last location of the voyage for vessels crewed in accordance with Rules 7.01, 7.02, and 7.03.

It is understood that the above reimbursements are an attendance award earned upon reporting to the job site and are not to be construed as wages for work performed and/or a reimbursement of any expenses.

- A. On boats crewed in accordance with Rule 7.03, if the boat does not originate and terminate at the same dock the Employer will provide transportation from the vessel to the originating dock. If the boat is crewed at a location other than those described in Zones 4 or 11 in the attached Zone Pay Schedule, the Employer shall compensate the Employee in accordance with Rule 15.01.
- B. Rule 15.01 shall apply if the Employee requests relief during his/her assigned work period for the following reasons:
 1. Scheduled vacation, jury duty, funeral/bereavement leave, sickness, injury, union duties, and absences permitted in accordance with State and Federal regulations, such as Family Medical Leave Act. Said regulation information can be provided by Human Resources or found at the following websites: www.dol.gov (Federal Family Medical Leave Act), www.lni.wa.gov (Washington Family Leave Act) and www.oregon.gov/boli (Oregon Family Leave Act).
 2. When a boat is secured early and it is mutually agreed that a crewmember shall go home in lieu of exercising seniority, zone pay shall apply.
 3. If the Employee requests relief for any reason not identified above, then he/she will not be entitled to any zone pay for that tour of duty.

15.02. It is the Employee's responsibility to report to their assigned home port as scheduled. The Company will provide transportation from the Employee's home port to the vessel, and back to their home port. Company provided transportation will be at the discretion of the Company, and will consist of either a vehicle to be driven by the Employee or a hired courier. The Employee will be considered in the service of the Company from the time they come safely aboard the vessel until such time as they safely disembark the vessel.

15.03. Employees may be allowed to coordinate and provide their own transportation arrangements in certain situations. If the Employees involved with the bi-monthly or other crew change decide, at their own discretion, to provide their own transportation, requests must be made via telephone or e-mail for review to the Crew Scheduler or designee by 1600 on the day prior to the bi-monthly or other crew change. All Employee requests to provide their own transportation must be approved by the Crew Scheduler or designee.

15.04. Employees not eligible to drive a Company vehicle will be responsible for transportation arrangements to and from the vessel if there is no other Employees to drive the Company provided vehicle. A courier will not be provided for those not eligible to drive Company vehicles.

When traveling on the Company payroll or in a Company vehicle, the Employee is required to observe all Company rules. The Employer is absolved from all responsibility if the Employee deviates from the normal range and scope of his/her assigned task.

RULE 16 - VACATIONS

16.01. To be eligible for annual vacation, the Employee must have been in the service of the Employer or its predecessor companies for the qualifying service period and have worked a minimum of fourteen hundred (1400) hours in the prior calendar year. All Employees who qualify for annual vacation shall have vacation hours loaded each January 1 to use in the vacation year (April 1 - March 31). If less than fourteen hundred (1400) hours were worked in the prior calendar year, pro-rated annual vacation benefits shall be computed on hours worked divided by fourteen hundred (1400) hours.

Qualifying Service Period	Annual Vacation
12 months / 1 year	5 days / 60 hours
24 months / 2 years	10 days / 120 hours
60 months / 5 years	15 days / 180 hours
180 months / 15 years	20 days / 240 hours
300 months / 25 years	25 days / 300 hours

A. Each Employee's hire date shall be used to determine the Qualifying Service Period.

16.02. Vacation Pay:

A. An employee will receive vacation pay (based on a twelve (12) hour working day) at straight time rates.

- B. Vacation shall be paid at the rate of pay for the highest classification paid for sixty (60) days in the preceding calendar year.
- C. If a holiday falls during an Employee's vacation period, the Employee shall be paid for the holiday pay in lieu of vacation pay for that day. Such pay shall not be charged against vacation pay.
- D. No Employee after the first year shall lose any earned vacation benefits by reason of strike, lockout, illness, mutually agreed leave of absence, or lack of work, and if any one of these occur, he/she shall be paid for accumulated vacation benefits on a pro rata basis.

16.03. Vacation Scheduling:

- A. For vacation scheduling purposes, three (3) deck personnel and three (3) operators shall be allowed off for each half of the month during the months of August through December. Four (4) deck personnel and four (4) operators shall be allowed off for each half of the month during the months of January through July.
- B. All scheduled vacation must be submitted and approved on a vacation request form. Vacations may be scheduled during the vacation year. Vacations may be taken in five (5) day minimum blocks. Each Employee will also be allowed to take one (1) less than five (5) day block during the vacation year. Additional requests for vacation for less than five (5) days will be considered and approved by mutual agreement between the Employee and Employer after March 31st.
- C. Annual written vacation requests shall be forwarded to the Employer no later than February 1st of each year. Each Employee will submit up to four (4) selections, including Standby, in order of preference. Classification seniority will prevail in first choice of annual vacation. After the first round vacation has been scheduled by seniority, a second round of vacation will then be scheduled in the same manner using the same request form. Standby vacation will be appointed using a vacation block during the annual vacation scheduling. The proposed vacation schedule shall be posted for review by March 1st of each year.
- D. A final updated vacation schedule will be posted on March 31st of each year. Any person wanting to schedule any other available vacation will be listed on a first come, first-served basis, regardless of seniority beginning March 31st, provided three (3) business days advance notice is provided. These requests will be submitted with a time dated confirmation upon receipt or an email.
- E. Standby vacation is when a requested vacation date is not available. All vacation requests in excess of 16.03A will be considered and approved at the Employer's discretion. Employees will be notified of standby vacation approvals within three (3) days of the start of the vacation request. If not notified, Employee's request shall be considered denied.
- F. Vacation may be used to fill in payroll for time lost due to lock closure or business slowdowns.

16.04 Rescheduling/Canceling Vacation:

In the event an Employee desires to reschedule/cancel his/her vacation, five (5) days written notice must be furnished to the Employer and such rescheduling is subject to Employer's approval. Once an Employee's vacation has been approved by the Employer, it may not be altered without the Employer's approval.

16.05 Vacation Cash Out

- A. Employees may elect to cash out vacation balances as of December 1st not scheduled to be used in December, January, February or March and/or carry over vacation hours to be used to fill in payroll during lock closure. Vacation will be paid out on December 15th of each year. Any unused, scheduled vacation or carryover hours between December 1st and March 31st shall be paid out on the April 10th payroll.

Example: An employee has scheduled vacation March 15-20th. The employee cancels their vacation in accordance with Rule 16.04. If the employee is unable to reschedule their vacation, the unused vacation will be paid out on April 10th.

- B. An Employee is in his/her first four (4) years of employment may carry over up to five (5) days to be used in subsequent years in order to attain not more than a full fifteen (15) day vacation. In no event shall an Employee have more than fifteen (15) days of vacation during their first four (4) years of employment.
- C. Each Employee who has completed a minimum of twelve (12) months of service and who is discharged for cause, or who terminates employment, shall receive his/her accumulated vacation benefits on a pro-rata basis based on his/her anniversary date.

1. If the Employee separates prior to his/her anniversary date, vacation may be paid on a pro-rata basis based on the total hours worked from his/her anniversary date in the prior calendar year to the separation date.

Example: Anniversary date - June 1; Separation date - February 1.

- a. If the Employee worked more than 1400 hours between June 1 and February 1, the vacation balance will be paid.
- b. If the Employee worked less than 1400 hours between June 1 and February 1, a pro-rated amount of the vacation loaded on January 1 is calculated and only the vacation balance to which the Employee is entitled will be paid. If the Employee already used more vacation than they were entitled, the difference will be deducted from the Employee's final paycheck.
2. If the Employee separates employment after his/her anniversary date, the Employee will be paid out his/her vacation balance. Additionally, the Employee will be paid pro-rata vacation for hours worked in the current calendar year.

RULE 17 - HEALTH & WELFARE

17.01. The IBU National Health Benefit Trust Fund shall function as outlined and defined in the IBU National Health Benefit Trust Plan Agreement and such Trust Plan shall become a part of this Agreement.

17.02. The Employer and the Union agree to participate in the functions of said IBU National Health Benefit Trust. Such contributions shall be pro-rated on a compensable person-hour basis payable on the first three hundred (300) hours per bi-monthly period. Any hours in excess of three hundred (300) hours in a bi-monthly period will be rolled into the next bi-monthly period to a maximum of one hundred and fifty (150) hours. The Company agrees to pay the actual cost of the bi-monthly health premium for the IBU trust benefit plan for each eligible Employee, up to the cap of fourteen dollars and thirty-six cents (\$14.36) per compensable person-hour with the maximum contribution of four thousand three hundred seven dollars (\$4307.00) per bi-monthly period for any one Employee for the term of the contract. In the fifth year of the Agreement, the Company agrees to pay the actual cost of the bi-monthly health premium for the IBU trust benefit plan for each eligible Employee, up to the cap of fifteen dollars and seventy-nine cents (\$15.79) per compensable person-hour with the maximum contribution of four thousand seven hundred thirty-eight dollars (\$4738.00) per bi-monthly period for any one Employee. In the sixth year of the Agreement, the Company agrees to pay the actual cost of the bi-monthly health premium for the IBU trust benefit plan for each eligible Employee, up to the cap of seventeen dollars and thirty-seven cents (\$17.37) per compensable person-hour with the maximum contribution of five thousand two hundred twelve dollars (\$5212.00) per bi-monthly period for any one Employee. Employees choosing the HMO plan are responsible for any portion of the HMO plan premium which exceeds the amount of the IBU benefit plan premium.

17.03. Compensable person-hours shall include pay for holidays and work on holidays, and vacation pay on assigned days off, jury duty pay, funeral/bereavement leave and sick leave. Such payments shall be made within fifteen (15) days after the end of each bi-monthly period during the term of this Agreement. If any contribution is not made by the Employer when due, such Employer shall pay to the trustees, liquidated damages in the amount of ten percent (10%) of the delinquent contribution, plus interest on the amount of said delinquent contribution, at the rate of six percent (6%) per annum from the date that the contribution is due until it is made.

17.04. An Apprentice Deck Mechanic will earn health insurance benefits in accordance with Rule 9.04 (F).

17.05. When an Employee does not work sufficient hours in a calendar month to have the maximum amount contributed to the Health Benefit Trust Fund in his/her name, the Employee may make personal contributions to the Fund. Alternatively, the Employee may supplement his/her hour per bi-monthly period requirement with vacation hours. The Employee would make this request through the Payroll Department.

17.06. When an Employee is absent from work as a result of authorized leave of absence, he/she shall be allowed to make personal contributions to the Fund as per the rules of Health Benefit Trust Fund Trustees governing such cases.

17.07. When an Employee is off on an industrial injury or illness in the service of the vessel, the Employer shall continue to make health contributions for up to six (6) months. All contributions made under this Rule shall be considered an advance against compensation benefits claimed lost. An Employee shall make no claim for loss of benefits to the extent that contributions have been made under this provision.

17.08. The Employer agrees to make deductions from the Employee's before-tax earnings, in the amount requested by the Employee, for deposit into the IBU National Health Benefit Trust 125 plan. The Union shall indemnify, defend and hold the Employer harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or result from action taken by the Employer for the purpose of complying with this Article.

17.09. When an Employee retires, and the Employee is eligible to retire under the terms of the Inlandboatman's Union National Pension Plan and Trust, the employer shall continue to make contributions in the amount of six hundred fifty dollars (\$650.00) per month to the health trust for a period of five (5) years or until the Employee is eligible for Medicare/Medicaid, whichever is sooner, as long as the retiree remains actively enrolled in the retiree Health Benefit Trust Plan.

RULE 18 - PENSIONS

18.01. The Employer and the Union agree to participate in the Inlandboatmen's Union National Pension Plan and Trust and such Trust Agreement shall become a part of this Agreement. The Union and Employer adopt the Inlandboatmen's Union of the Pacific National Pension Plan's Preferred Schedule as detailed in the Rehabilitation Plan. The Employer agrees to contribute to the Pension Plan consistent with the timing and contribution rate(s) established in the Collective Bargaining Agreement and as required by the Preferred Schedule.

18.02. This rule is intended to provide for Employer paid pension plans at maximum cost and with provisions as follows:

- A. Through the term of the contract the Employer shall contribute an amount equal to seven percent (7.0%) of the Employee's gross pay per two (2) month period prior to any and all deductions including 401(k) deductions.

18.03. It is the intent of the parties to this Agreement that the foregoing contributions paid to the Inlandboatmen's Union of the Pacific National Pension Plan and Trust will be utilized by the Trustees of the Trust to purchase such benefits as the Trustees of such Trust determine on the basis of current funding without creation of unfunded liability. The parties further agree that the plan documents implementing this intent and establishing the Trust will provide that if experience under the Trust is adverse in relation to funding assumptions, such as rate of return, benefit factors, or application of reserves, benefits shall be adjusted to avoid the creation of unfunded liability. If the plan benefits are not reduced to eliminate and prevent unfunded liability, then notwithstanding any other provisions of the parties' labor agreement, the Employer shall have the right to withdraw from said Trust and cease making further contributions thereto.

A. Notwithstanding the agreement to adopt the preferred rehabilitation plan, the Employer does not waive its rights, if any, under Rule 18.03, to withdraw and/or to assert that it has no withdrawal liability.

18.04. No Employee shall make a personal contribution to the Pension Trust Plan, except as may be permitted by the Board of Trustees.

18.05. Contributions shall be due at the office of the Trustees within fifteen (15) days after the end of each two (2) month period during the term of this Agreement. If any contribution is not made by the Employer when due, the Employer shall pay the Trustees liquidated damages in the amount of ten percent (10%) of the delinquent contribution at the rate of six percent (6%) per annum from the date the contribution is due until it is paid.

18.06. Subject to 401(k) Plan requirements, the Employer will contribute, as matching funds, an amount equal to fifty percent (50%) of participating Employees elective contributions, up to a maximum of two percent (2%) of compensation.

RULE 19 - HOLIDAYS

19.01. New Year's Day, Presidents Day (observed), Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and the day after Thanksgiving Day, the day before Christmas and Christmas Day shall be recognized holidays. These holidays shall be paid to all regular Employees. If an Employee is required to work on a paid holiday, in addition to the full day's pay provided above, he/she shall be paid one and one-half (1 ½) hours for each hour worked on the holiday.

19.02. The penalty payment shall be paid for the day the holiday is normally observed nationally or as otherwise agreed.

19.03. To receive the holiday pay in addition to the penalty pay, as provided in Rule 19.01, an Employee must be employed no less than thirty (30) days prior to the holiday and must have been paid, exclusive of Holiday Pay, on no less than five (5) days, sixty (60) hours, in the sixty (60) days immediately prior to the holiday. The rate of pay for such holiday shall be the rate of the highest classification the Employee worked for sixty (60) days in the preceding calendar year.

19.04. On Christmas, the vessels will be tied up and the crew relieved except for a boat watch, if necessary, who will be a volunteer or who will be the least senior qualified Employee aboard the vessel. Volunteers must contact the Crewing Scheduler or designee by December 23rd at 12:00. If customer needs require operation of vessels, volunteer crews may be dispatched. Such volunteers may be from either half and shall be used prior to forcing any Employee to work on Christmas Day. No Employee will be required to work two (2) Christmas holidays in consecutive years. Christmas Eve and Christmas Day shall be considered to commence at 12:00 noon on December 24th and end at 12:00 noon on December 26th.

RULE 20 - HEALTH AND SAFETY

20.01. The Company shall commit itself to protecting the health and safety of its Employees, and other personnel affected by its operations by complying with all applicable State and Federal Health and Safety Laws, by maintaining and abiding by its Health and Safety Policy

Statement and by managing its operations and personnel consistent with the Company Health and Safety Philosophy Statement, in a partnership with our Employees to achieve and sustain a zero accident tolerance through continuous improvement practices.

20.02. The health and safety of crewmembers shall be reasonably protected. The Employer agrees to provide without charge or deposit, white sheets, pillowslips, bath towels, paper hand towels, springs, mattresses, blankets and soap to insure sanitary and healthful conditions. Mattresses and quarters shall be fumigated whenever conditions warrant by request of the Union. When vessels have been tied up for repairs or lack of work, they shall be made safe and sanitary before sailing, and any dispute arising on vessel's condition shall be settled between the Employer and the Union before sailing.

20.03. The boats crewed under Rules 7.01 and 7.02, the Employer agrees that a reasonable supply of fresh foods will be provided to insure a balanced diet. Coffee and night lunches will be provided during night watches. If a vessel is found to have inadequate provisions, it will be allowed to sail provided the provisions are supplied at the first opportunity. The per man hour budget shall be calculated each September by the Consumer Price Index (CPI) from the prior year as published by the Bureau of Labor Statistics, U.S. Department of Labor, CPI-All Urban Consumers for Portland-Salem, OR-WA (CUUSA425SAO) Base Period 1982-84=100. The base per man hour budget shall be \$2.92 and shall be adjusted each January.

When a boat is crewed that has been secured more than seven (7) days, an additional \$50.00 per person will be added to the budget.

20.04. The Employee shall comply with the Company's Personal Protective Equipment Procedure and wear and use all safety equipment provided or required by the Company. Employees shall be reimbursed for required equipment not provided by the Company.

20.05. On all vessels operating under Rules 7.01, and 7.02, in order to ensure as safe an operation as possible, all personnel will have six (6) hours of uninterrupted rest in each twenty-four (24) hour period.

20.06. The Employer shall provide the Union with copies of Company policy concerning safety.

20.07. Every Employee is expected to maintain work habits that are required by the partnership to achieve Target Zero accident tolerance, and to be in compliance with the Company's Health and Safety Policy and Philosophy Statements.

20.08. It is the Employer's responsibility to provide a safe and healthy workplace free from recognized hazards. Every Employee is expected to satisfy himself/herself that safe work conditions exist before requesting or performing any services. If the Employee is not satisfied, he/she should immediately notify his/her supervisor. No Employee shall be required to perform work the Employee considers unsafe or unhealthy. Every Employee has the authority and is encouraged to exercise Stop Work Authority.

20.09. The TAPPOUT Committees shall consist of equal numbers of Management and Employees, with a minimum of three (3) from each unit. It is agreed that three (3) Employees from

each half will be trained in the duties and responsibilities of the TAPPOUT Committee. Any meetings of the TAPPOUT Committee shall have at least one (1) Employee from the opposite half.

20.10. The Committee members shall determine the frequency and length of the meetings, but such Committees shall meet as often as necessary, but no less often than quarterly, for the purpose of considering, inspecting, investigating and reviewing health and safety conditions and practices for the work areas. The Committees shall make constructive recommendations, including, but not limited to, the implementation of corrective measures to eliminate unhealthy and unsafe conditions and practices, and to improve health and safety practices.

20.11. All matters considered by the Committees shall be documented in writing with minutes of all meetings recorded and maintained for at least one (1) year. Copies shall be made available to all Employees.

20.12. Time spent in connection with the work of the Committees by Union members, including walk around time spent performing inspections or investigations, shall be considered and compensated for as their regularly assigned work, at straight time rates, provided a Management representative is either present or afforded an opportunity to be present.

20.13. The Company shall provide training for all members of the TAPPOUT Committees to ensure that each committee member has the appropriate skills to perform their assigned functions. Such training shall be conducted by qualified individuals, institutions or organizations recognized in the field. It is understood that the Company shall provide all training required by applicable State and Federal laws.

20.14. The Company shall also ensure that safety meetings are held weekly aboard all vessels that are manned. These safety meetings shall discuss topics including, but not limited to, incident reports, safety concerns, procedures, hazard assessments, etc., and may include required onboard training topics. Any program shall be reviewed by the JLRC. The safety meetings may be combined with pollution prevention meetings and/or may include other topics with the understanding that the primary purpose of the meeting and information exchange is to protect the health and safety of all Employees.

20.15. Any dispute arising with respect to the interpretation or application of the provisions hereof shall be subject to the Grievance and Arbitration procedures set forth in this Agreement.

20.16. The current Company's Health and Safety Statements are attached as Attachment "B".

RULE 21 - SICK LEAVE

21.01. All Employees covered by this contract shall be entitled to sick leave benefits of one hundred forty-four (144) hours per year at their full rate of pay posted for the highest classification paid for sixty (60) days in the preceding calendar year.

21.02. Sick leave will be loaded each January 1. An Employee shall be required to be paid a minimum of fourteen hundred (1400) hours in the prior calendar year to be eligible for full annual

sick leave benefits. If less than fourteen hundred (1400) hours were paid in the prior calendar year, pro-rated annual sick leave benefits shall be computed on hours paid divided by fourteen hundred (1400) hours.

21.03. Sick pay shall be paid only during the period an Employee is scheduled to work and is unable to work, by reason of sickness or off the job injury. When an Employee is sick on a holiday and is eligible for holiday pay as defined in Rule 19.01, the Employee shall be paid the holiday pay only and will not be entitled nor charged with sick leave for such holiday. Sick pay shall not be due if an Employee is sick or injured and is on layoff due to lack of work, or lock closures.

21.04. Sick leave allowances shall not be paid when such sickness or injury is due to willful intent by the Employee to injure himself/herself or another, or caused by intoxication or use of controlled substances.

21.05. When an Employee takes leave under the Federal Family Medical Leave Act or the Washington State Family Care Act, that Employee will be entitled to receive any or all accrued sick leave for their scheduled half. In addition, that Employee may elect to use accrued vacation after accrued sick leave has been used up. However, an Employee who is taking leave for a birth or adoption/foster care placement that is not a serious health condition, may elect, but is not required to use accrued sick leave up to a maximum of two work weeks.

21.06. In accordance with Rule 13.01A, any Employee claiming benefits hereunder must call the Crew Scheduler or designee as soon as he/she becomes ill and present evidence of sickness satisfactory to the Employer from a licensed physician within three (3) business days following the end of their work half in order to receive benefits hereunder. If received after three (3) business days, benefits will be paid on the next regularly scheduled paycheck.

21.07. If any Employee covered hereby does not use any part or all of his/her sick leave benefits during any year, the unused portion will accumulate from year to year to nine hundred (900) hours. Sick leave benefits accumulated to nine hundred (900) hours shall not be paid upon separation of employment.

21.08. After an accumulation of nine hundred (900) hours sick leave, thirty-six (36) hours per year may be accumulated as "disaster" sick leave to be used only after the nine hundred (900) hours sick leave is exhausted. Any unused disaster leave shall be paid upon termination or retirement.

Employees may elect to have a one-time cash out of their existing disaster bank balance at the end of a calendar year to be paid on January 20th of the following calendar year. If such election is made, any unused disaster leave shall be paid up to thirty-six (36) hours at the end of each calendar year or upon termination or retirement.

RULE 22 - SENIORITY

22.01. All Employees subject to this Agreement who have worked two thousand one hundred sixty (2160) hours after first employed by the Employer shall establish seniority. This period may be extended by mutual agreement between the Company and the Union. Until

Company seniority is established, employment is probationary and any probationary Employee may be terminated without cause during such probationary period and such termination shall not be subject to the provisions of Rule 29 of this Agreement. Services with former companies acquired by the Tidewater Barge Lines, Inc. shall be used in establishing an Employee's seniority date. Each Employee, on the date of hire, shall be assigned to a designated half. The crewing of boats shall be based upon seniority within the Employees assigned half of the calendar month. If the Employee fails to respond during the bi-monthly crew change procedure, except for extenuating circumstances, the Employee will not be allowed to exercise his/her seniority rights to bump for a period of thirty (30) days, except that such Employee shall be placed on the common seniority list for that period of time and shall be considered available for work should any other vacancies occur.

22.02. Employees after qualification shall establish seniority within the deck engine department based upon the Employee's date of hire and in the pilothouse based upon the Employee's date of qualification. In case of layoff, rehire and in the filling of vacancies, seniority shall prevail in each of these two (2) classifications, provided the Employees having seniority are qualified to perform the work. In the filling of vacancies to higher classifications, the principle of seniority shall govern, taking into consideration the abilities of the Employees involved. However, except as provided in Rule 22.04A, vacancies which occur at other than bi-monthly crew change days shall first be filled by Employees on layoff provided they are qualified. If no qualified Employees are available from this classification, then Employees on time off shall be used to fill such vacancies. If the senior Employee is unavailable on the day of call out, the next qualified senior Employee shall be called. The more senior Employee shall then be called for the next vacancy, which may occur prior to the next bi-monthly crew change day. Any Employee hired after August 1, 2002, should layoffs occur, be laid off in accordance with Company seniority without regard to classification seniority provided that qualified individuals are available to perform the remaining work.

22.03. Advancement of mate to pilot, designation of status as a Captain, and assignment of a Captain to a particular boat will be left to the sole discretion of the Employer.

22.04. In the event the boat to which an Employee is assigned should be laid up any time during the course of his/her tour of duty, the Employee may exercise his/her seniority rights at that time and relieve the least senior Employee in either classification (wheelhouse or deck) in which he/she is qualified. The Employee shall remain on the payroll during the reassignment and the Employer shall arrange the Employee's transportation.

A. If a boat is crewed at other than bi-monthly normal crew change, qualified Employees assigned to other vessels will be utilized first if their seniority dictates that they will be placed in a higher classification aboard the vessel being crewed up and when it's period of operation is expected to exceed five (5) full days. If less than five (5) days, at the employer's option, the affected Employees by seniority on crewed vessels will be paid at the higher rate or be transferred to the vessel involved. In the crewing of additional tugs the employer may, however, transfer crewmembers between tugs in the interest of efficiency or safety. In such instances, the Employees will remain on the payroll during reassignment.

22.05. A current quarterly seniority list shall be posted aboard the vessels.

22.06. Any dispute arising out of the application of seniority wherein an Employee believes himself/herself aggrieved shall be settled in accordance with Rule 29, Settlement of Disputes.

22.07. Any Employee transferred out of a bargaining unit, for purposes other than relief shall retain and accumulate seniority for three (3) years after which his/her seniority shall freeze.

22.08. Seniority shall only be broken by discharge, voluntary quit, or more than twelve (12) month's layoff. In calling the Employees back from layoffs, the Employee shall be given notice of recall to his/her last known address. The Employee must respond to such notice within forty-eight (48) hours, and actually report within ninety-six (96) hours of such notice, unless unable to respond because of unavailability due to extended tour of duty for another Employer, in which case prior arrangements must be made with the Employer regarding unavailability, to a specified date. The Union shall likewise be given forty-eight (48) hours' notice so that it can attempt to notify the Employee. In the event the Employee fails to comply with the above procedure, he/she shall lose all seniority rights. This rule has application only in situations where an Employee has been laid off from Tidewater Barge Lines by way of a written layoff notice.

22.09. A leave of absence for Union business will be granted without pay to Employees upon request of the Union. The leave of such absence will in no way affect the seniority standing of such Employee.

Part time Employees of the Union and Union negotiating committees shall be granted leaves of absences, with at least seven (7) days' notice from the Union, while performing such duties and shall retain and accrue seniority.

22.10. Seniority lists will be reviewed annually and adjustments will be made from half to half to equitably balance them. Employees wishing to switch halves, for any reason, must submit a written request to the Port Captain or designee by December 31st of the year. The review/comment period shall be from January 31st through March 31st to receive any information or feedback regarding the proposed changes.

The Company, while acknowledging its responsibility to maintain a relatively similar distribution of seniority between the halves, also retains the right to assign people to whatever half is necessary to meet operational requirements and numeric balancing. In the case when a move to balance is required between the halves and there is no volunteer in the affected job classification then the person with the lowest Company seniority in that job classification shall be moved.

A revised seniority list, reflecting the proposed changes, will be sent to each boat and the Union business office by January 31st. If Employees on the opposite half wish to switch with initial requesting Employee the request shall be received by July 31st. Preference shall be given by seniority. Upon review of received comments written notifications shall go out to the individuals making a change. Implementation of such changes shall occur no later than March 31st of the following year and application shall expire at that time.

Example:

Request received: By December 31, 2017
Review period: January 31 through March 31, 2018
Implementation of change: March 31, 2019

22.11. Crew lists shall be provided by boat mail every crew change. On the bi-monthly crew change day, all overtime worked in the previous tour will be attached to the bi-monthly crew list.

RULE 23 - CONDITIONS NOT SPECIFICALLY COVERED

23.01. In the event operating conditions or service requirements arise due to reasons not specifically covered by this agreement (including, but not limited to pool draw downs or other governmental activities which inhibit navigation or vessel operation) the parties agree to confer immediately for the purpose of arriving at a mutually satisfactory supplemental covering such operation.

23.02. The Employer agrees that as early as practical prior to introducing new methods or equipment, the Employer will meet with officials of the Union to discuss and negotiate new classifications and/or rates of pay for such new types of work. The Union agrees that it will not restrict the Employer's introduction of new methods or equipment which does not adversely affect the Health and Safety of Employees.

23.03. Any Employee, who prior to this agreement was receiving more than the rate of wages or conditions contained herein, shall not suffer a reduction in wages or conditions because of the adoption of this agreement.

23.04. The Employer retains all the customary, usual and exclusive rights, decision making, management prerogatives, functions and authority connected with, or in any way incident to, its responsibility to manage the Company, or any part of it, unless specifically and expressly limited to the terms of this agreement.

23.05. Unless otherwise expressly restricted by a specific provision of this Agreement, the Company shall have the sole and exclusive right, at its own discretion, to exercise the following rights, which are not meant to be exclusive:

The management of the vessels, including installation of new machinery, methods of doing business, materials or processes, the determination of the size of the work force and direction of the work force, the contracting out of work, the right to hire, suspend or discharge for just cause, the maintenance of discipline and establishment and revision of work and safety rules (that are not arbitrary or capricious), and the assignment of Employees to jobs and allocation of work to Employees.

RULE 24 - ON THE JOB INJURY COMPENSATION

24.01. When a crewmember is injured or becomes ill in the service of a vessel, which illness or injury prevents the crewmember from continuing to perform his/her duties, he/she shall receive unearned wages to the end of the voyage as outlined in the Federal Doctrine of Maintenance and Cure. For the purpose of this Rule, the voyage is defined as the normal work

period assigned to the crewmember, as set forth in Rule 7 or 12. In no event shall the work period for purposes of this Rule be more than sixteen (16) days.

In addition to unearned wages, such crewmember shall receive daily maintenance until such time as he/she attains maximum cure under the Federal Doctrine of Maintenance and Cure. Maintenance shall be paid at the rate of thirty-seven dollars (\$37.00) per day.

24.02. In addition to maintenance, such Employees are entitled to receive an advance on wages lost as follows:

CAPTAIN	\$109.54	PER DAY
PILOT	\$ 97.26	PER DAY
DECK MECHANIC	\$ 74.20	PER DAY
APPRENTICE DECK MECHANIC	\$ 51.80	PER DAY

The advance on lost wages is to continue until maintenance payments cease or until the crewmember is medically released to return to work (regular or modified duty, as per Tidewater's Return To Work and Informational Steps policies), whichever is earlier. An Employee working under the modified duty program will receive normal pay, benefits, and work their regular scheduled half, as seniority allows. Advance on wages shall be paid at the above rates for the highest classification worked for sixty (60) days in the preceding calendar year.

All amounts paid under Rule 24.02 shall be considered an advance against wages claimed lost. An Employee shall make no claim for lost wages to the extent wages have been paid under this provision.

24.03. There will be no discrimination against any Employee using legal action to obtain a disability award, provided that to be eligible for re-employment, such individual must be physically capable of performing the work covered by the job classifications covered by this Agreement. The Employer recognizes the Union's contractual right to intercede in case of dispute.

RULE 25 - SUB-CONTRACTING

25.01. The Employer agrees to discuss with the Union on any plan for time chartering (or other subcontracting Agreement) towing work normally performed by his vessels; provided, however, this rule shall not apply to a subcontract with an Employer who has entered into or is complying with a collective bargaining agreement. The Employer will not use time charter vessels when a minimum crew is available to perform the work for the duration of the time charter.

RULE 26 - STOPPAGE OF WORK

26.01. There shall be no strikes, lockouts, or stoppages of work during the term of this Agreement, it being the intent of the Employer and the Union that all disputes be settled in accordance with the provisions of this Agreement dealing with the settlement of disputes. It is

understood that Employees will not be required or expected to cross lawful picket lines, which may be established by another Union.

26.02. It shall not be a violation of this Agreement, and it shall not be cause for discharge of disciplinary action in the event an Employee refuses to enter upon any property involved in a primary labor dispute or refuses to go through or work behind any primary picket line including the primary picket line of Union party to this Agreement and including primary picket lines at the Employer's places of business.

RULE 27 - FEDERAL AND STATE LAWS

27.01. If any provision of this Agreement is in contravention of the laws or regulations of the United States or any State in which the Employer operates, such provisions shall be suspended by the appropriate provisions of such labor regulation so long as the same is in force and effect; but all other provisions of the Agreement shall continue in full force and effect. If the parties are unable to agree as to whether or not any provisions hereof are in contravention of any such laws or regulations, the provision herein involved shall remain in effect until the disputed matter is settled by the courts or other authority having jurisdiction in the matter. If any rule of this Agreement should be held to be in contravention of any such laws or regulations, the remaining portions of this Agreement shall continue in full force and effect.

The rules which are in contravention of such laws or regulations shall be renegotiated by the parties, and if unable to renegotiate any such rule, the matter shall be settled in accordance with Rule 29 of this Agreement.

RULE 28 - SHIPWRECK COMPENSATION

28.01. Crew personnel shall be reimbursed in cash for the loss of personal effects, instruments, and equipment resulting from shipwreck, stranding, sinking, burning, and collision of the vessel in the amount not to exceed two thousand dollars (\$2,000.00) for each crewmember.

28.02. Each crewmember requesting reimbursement must provide Employer with an itemized list of their losses including replacement value. Any disputed item shall be settled in accordance with Rule 29 of this Agreement.

RULE 29 - SETTLEMENT OF DISPUTES

29.01. Employees are encouraged but not required to resolve grievances informally with their immediate supervisor, Port Captain, or Operations Manager.

29.02. All disputes growing out of the interpretation or application of the Agreement or practices there under, or matters concerning discharge, discipline, rejection or seniority shall be referred to the Union's representative who shall take up the dispute with the Employer's representative.

29.03. Any party to this Agreement or an Employee having a grievance or the Union, on behalf of the Employee, must present within fifteen (15) calendar days of the occurrence or fifteen (15) days of the time within which the Employee should reasonably have become aware

of same to the Port Captain or Operations Manager. Management shall respond within fifteen calendar (15) days or the grievance shall be deemed denied.

29.04. In the event the grievance is not resolved under the previous rule, upon request by the Union, the Union and the Employer shall meet and attempt to settle the grievance within a period of fourteen (14) calendar days from the date of denial of the grievance. Should the parties be unable to settle, resolve or adjust the matter within three (3) business days of their meeting, or in an extended period which shall have been agreed upon between the Union and the Employer then by mutual agreement it may be referred to a Joint Labor Relations Committee ("JLRC") for possible resolution. Without resolution from the JLRC, the Union shall have the right to contact the Federal Mediation and Conciliation Service to furnish the parties a list of seven (7) disinterested local arbitrators. Both parties shall alternately strike three (3) names from the list provided. The remaining one (1) name shall act as the arbitrator and his/her decision will be rendered in writing within thirty (30) calendar days following the conclusion of the hearing.

29.05. The cost of the arbitrator and facility shall be borne equally by both parties.

29.06. The power and authority of the arbitrator shall be strictly limited to determining the meaning and interpretation of the express terms of the Agreement and issuing an award in accordance with the Agreement. The arbitrator shall have no authority to make a decision on any issue not submitted to him/her. The arbitrator is further without authority to amend, nullify, add to or subtract from any provision of this Agreement or to make a decision which is contrary or inconsistent with applicable laws or regulations. The parties agree that the power and jurisdiction of the arbitrator shall be limited to deciding whether there has been a violation of a provision of this Agreement and, if so, the appropriate remedy. The decision of the Arbitrator shall be final and binding.

RULE 30 - JOINT LABOR RELATIONS COMMITTEE ("JLRC")

30.01. It being the desire of the Employer and the Employees to enhance opportunities for communication and to promote safe and efficient vessel operations, a JLRC will be established for each half. The intent of the JLRC is to foster a cooperative working environment, and to work toward achieving a consensus on those issues which the JLRC may consider. It is acknowledged that the JLRC is not considered to be an independent agency of either the Union or the Company, and where the JLRC reaches a consensus on issues being considered, such is not binding upon either the Union or the Company, unless specific authority is granted.

30.02. Each JLRC will consist of a minimum of two (2) and up to three (3) Union members from each half, all of whom shall, if practicable, be from a different classification and with a minimum of five (5) years' seniority. The Union shall select these members, and designated alternates, from a current list of Employees covered by this Agreement. This list will be submitted by the Employer. The Company will designate three (3) members of management and designated alternates. Copies of any audio recordings shall be provided to the Union. The Employer and the Union agree to rotate notetaking responsibility. The party responsible will share their typed notes with the other party for review and edits. Following final approval, the notes shall be distributed by the Company to all vessels via boat mail and e-mail.

30.03. JLRC meetings will be held by mutual agreement. The place of each meeting shall be either IBU Hall, Vancouver, Washington, or Pasco, Washington, to be determined based upon mutual convenience of the members. No compensation or costs shall be paid.

30.04. Meetings of the JLRC shall require a minimum of four (4) Union members and two (2) management members. Consideration of issues referred to the JLRC shall be on a non-voting basis, it being the understanding of the parties that this will promote discussion of ideas and will encourage members to resolve issues on a consensus basis.

30.05. The JLRC members shall be considered as the disputes committee under Rule 29 to hear any disputes prior to arbitration. Any resolution of a dispute by the JLRC shall be subject to management and the Union's approval and if approved by both parties shall be final and binding.

RULE 31 - JURY DUTY AND FUNERAL/BEREAVEMENT PAY

31.01. When an Employee receives his/her first notification that he/she may be called to report for jury duty, the Employee shall give immediate notice thereof to the Employer by providing a copy of the court summons. The Employee may request the Employer make a request that the Employee's jury duty be scheduled during the Employee's assigned days off or be deferred to a later date. When an Employee is required to serve as a juror in a court of the state of his/her residence, all provisions of this Agreement shall remain in effect during such time as he/she may be serving as juror. The Employer agrees to pay wages lost as a result of such service. On any day an Employee is not required to report for jury service, during his/her work period, he/she shall report to work.

31.02. The Employee shall be given up to three (3) days' leave of absence with pay for bereavement or to attend a funeral for members of the Employee's immediate family. The latter is defined exclusively as follows: The Employee's spouse, children, parents, parents-in-law, brothers, sisters, grandparents, grandparents-in-law, legal guardians and persons the Employee may be a legal guardian for. Paid time off must be used within thirty (30) days of the death. Satisfactory proof of such death may be required by the Employer.

RULE 32 - SEVERANCE PAY

32.01. An Employee who has completed one (1) year of continuous service and whose employment is permanently terminated as a result of layoff due to lack of work will be entitled to one (1) week severance pay at his/her regular rate of pay for each completed year of continuous service. This severance pay shall not be paid to an Employee who has retired from the employ of the Employer nor to an Employee whose services are terminated for reasons other than that specified herein: layoff due to lack of work. Said severance pay is limited to a maximum of four (4) weeks' pay. This provision shall apply to bargaining unit Employees on the Company payroll as of July 1, 1982. One (1) week's pay will equal forty-five (45) hours for deck and wheelhouse Employees. The term "one year of continuous service" as used herein is defined as fourteen hundred (1400) hours of employment for the year preceding the Employee's anniversary date. There shall be no proration applicable to severance pay.

RULE 33 - ENTIRE AGREEMENT

33.01. The Employer and the Union acknowledge that during negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals

with respect to any subject or matter not covered by law in the area of collective bargaining and that the understanding and agreements arrived at by the parties after the exercise of the right and opportunity are set forth in this Agreement.

33.02. Therefore, the Employer and the Union for the life of this Agreement each voluntarily and unqualifiedly waive the right, and each agree that the other shall not be obligated to bargain collectively with respect to any subject matter referred to, or covered in this Agreement, or any matter not referenced or covered, even though such subjects or matters may have not been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

33.03. This Agreement constitutes the sole and entire existing agreement between the parties hereto and supersedes all prior agreements, oral or written, between the Employer and the Union, and expresses all obligations of, and restrictions imposed on the Company during its term.

33.04. This Agreement can be altered or amended only by written agreement between the parties hereto. However, where another towboat company requests the Union to permit that company to bid or negotiate a towage contract at terms and conditions more favorable than provided for in the labor agreement between the Union and the other towboat company, the Union shall give immediate notice thereof to this Employer, and this Employer shall be privileged to adopt the same terms and conditions, and the Employer shall give written notice to the Union thereof. For the purpose of the Rule, "more favorable" terms and conditions shall mean that total pay per hour worked (including wages and fringes, but excluding greater vacation pay costs based on longevity) is less with respect to similar or comparable work.

RULE 34 - TERM OF AGREEMENT

34.01. This Agreement shall commence on the 1st day of August 2017, and continue in full force and effect until midnight July 31, 2023 when it shall terminate (Contract years 2021 and 2022 are by mutual consent of both the Employer and the Union). If either party desires to modify or amend this Agreement, they shall give the other party written notice to that effect not less than sixty (60) days prior to July 31, 2023. In any event, this Agreement shall not be extended beyond July 31, 2023 except by written consent of the parties.


34.02. It is further provided that where no termination notice is served, in accordance with Rule 34.01 and the parties desire to continue said Agreement but also desire to negotiate changes or revisions in this Agreement, either party may serve upon the other a notice, at least sixty (60) days prior to August 1, 2023 or August 1st, of any subsequent contract year advising that such party desires to continue this Agreement, but also desires to revise or change the terms or conditions of such Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed
this 31 day of October, 2017.

EMPLOYER:


TIDEWATER BARGE LINES, INC.

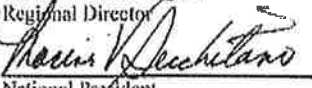
By: 
Bob Curcio, President and CEO

By: 
Bruce Reed, Vice President and COO

UNION:

INLANDBOATMEN'S UNION OF THE
PACIFIC

By: 
Columbin River Region
Regional Director

By: 
National President

ZONE PAY SCHEDULE

	<u>VANCOUVER, WA.</u> <u>HOMEPORT</u>	<u>PASCO, WA</u> <u>HOMEPORT</u>
Zone 1 Below Longview, WA to Columbia River Mouth	\$ 45.79	\$139.88
Zone 2 Columbia City, OR to Longview, WA	\$ 21.65	\$119.06
Zone 3 Sundial, OR to Columbia City, OR; Vancouver to Woodland, WA (except as provided in Zone 4)	\$ 9.99	\$103.25
Zone 4 M/3 Vancouver, WA to Portland, OR below Marquam Bridge	-0-	\$103.25
Zone 5 Above Vancouver, WA/Sundial, OR to Hood River, OR	\$23.32	\$80.76
Zone 6 Above Hood River, OR to John Day Dam, OR	\$53.28	\$ 57.45
Zone 7 Above John Day Dam, OR to Hogue Warner, OR	\$70.76	\$ 30.81
Zone 8 Above Hogue Warner, OR to Umatilla, OR	\$82.42	\$ 18.32
Zone 9 Above Umatilla, OR to Wallula, WA	\$93.25	\$ 11.66
Zone 10 Above Wallula, WA to Pasco, E. Pasco and Burbank, WA (except as provided in Zone 11)	\$103.25	\$ 9.16
Zone 11 TTC, E. Pasco, WA to Ice Harbor Dam, WA	\$103.25	-0-
Zone 12 Above Ice Harbor, WA to Lower Monumental Dam, WA	\$118.23	\$ 14.99
Zone 13 Above Lower Monumental Dam, WA to Lewiston, ID	\$139.88	\$ 42.47

ATTACHMENT "A"

EMPLOYER'S STANDARDS OF CONDUCT

The orderly and efficient operation of the Company requires that Employees subject to this Agreement maintain discipline and proper standards of conduct at all times. Discipline and maintaining proper standards of conduct and quality of seamanship are necessary to protect the health and safety of all Employees, to maintain uninterrupted production and jobs and to protect the Company's goodwill and property, and that of others. It is agreed that Union Employees and Shoreside Management/Employees shall be treated with mutual courtesy and respect.

With that in mind, we have established standards which you are required to meet. We believe these standards are very clear and require little explanation. However, if you have any questions concerning the application or intent of these standards, please consult your supervisor.

Obviously, standards cannot be listed to cover every situation, and these standards are not meant to be an exclusive list. Improper conduct will be handled according to the standard followed for the most equivalent type of conduct listed. In those instances where improper conduct may constitute violations of many standards, the Company shall make that known to the Employee. However, for purposes of discipline or discharge, such conduct will be considered a single incident.

A combination of violations of any two (2) of the same following standards listed or a total of any three (3) shall be grounds for discipline up to and including discharge. A violation of a major infraction may be grounds for immediate termination. Individual violations of these standards shall accumulate but shall not be effective for a period of longer than twelve (12) months from the date of issuance. However, previous offenses are relevant to determine the appropriate degree of discipline to be imposed in a particular case.

MINOR INFRACTIONS

Violation of the following standards will generally result in disciplinary action as indicated below:

- First Violation - Written warning
- Second Violation of the same standard - Termination
- Second Violation of different standard - Final warning
- Third Violation of any standard - Termination

General Conduct

Safety: Failure to wear provided safety equipment (PPE) or violation of any safety rules or practices, engaging in any conduct which tends to create a safety hazard, such as horseplay.

Conduct: Employees must conduct themselves in an appropriate and professional manner at all times while on Company or customer premises and while operating or in the custody of a Company vehicle or vessel.

Solicitation: Solicitation by an Employee is prohibited while either person is on working time.

Admission to Company Property: Employees and their guests are not to enter, remain inside the Company premises, adjacent work areas, or other restricted work areas unless on duty, scheduled for work, or attending an authorized Company function, or on Company or personal business involving the Company or employment.

Telephones: Employees shall not use Company telephones for personal calls, or conduct personal business during working hours or on Company premises without appropriate approval.

Personal Electronic Devices: Employees shall not use personal electronic devices (texting, computer or gaming device) while on watch. On duty crewmembers are restricted from non-operational use of cell phones when underway, in navigational locks, or in safety critical positions. Personal electronic devices and cell phone use on barges and tows is prohibited.

Reporting of Injuries or Change In Physical Condition: All industrial injuries must be reported at the time of occurrence regardless of seriousness. In addition, any change in physical condition whether occurring on or off the job, which may affect the Employee's ability to properly and safely perform his/her duties, shall be promptly reported to the Company.

Bulletin Boards: Posting, altering or removing any material on bulletin boards on Company property without authorization is prohibited.

Smoking: Smoking is permitted only in designated areas.

Automobile Driver's License: Employees shall provide the Company with a copy of their driver's license. Any change in driver's license status must be communicated to the Employer immediately.

Attendance

Tardiness or Absenteeism: Unsatisfactory attendance, tardiness.

Notice of Absence: Employees who are unable to report for work due to unexpected illness or other justifiable cause must report their absence to their supervisor prior to their scheduled starting time.

Absence from Workstation: Absence from regular workstation or assignment without authorization, quitting early, or exceeding specified time for lunch or rest periods.

Failure to report to work without notifying the Company.

Work Performance

Defective Work: Careless, negligent, inaccurate, inefficient or defective work performance is prohibited.

Carrying Out Instructions: Failure to follow or to comply with appropriate Company job instructions.

MAJOR INFRACTIONS - CAUSE FOR IMMEDIATE TERMINATION WITHOUT WARNING

General Conduct

Threatening, Coercing, Assaulting a fellow Employee, or customer, or making false, profane, or malicious statements concerning any Employee, the Company or its products.

Drugs and Alcohol: Violation of the Company's Drug and Alcohol Policy.

Possession of Weapons: Possession of weapons or explosives on Company premises or in Company vehicles and vessels is prohibited.

Sleeping on the job without authorization.

Off Duty Conduct: Unlawful conduct on or off Company premises which affects the Employee's relationship to his/her job.

Attendance

Unauthorized Absence: Failure to return to work following a disciplinary suspension or expiration of an approved leave of absence.

Work Performance

Misconduct: Gross, reckless or intentional misconduct which creates a significant risk of or results in personal injury or damage, destruction or loss of Company property, material, cargo or equipment or the property of another.

Insubordination: Refusal to obey a reasonable order or direction from a Captain, Pilot, or Supervisor.

Safety Rules: Serious violation of Company safety rules and generally accepted safety practices.

Security

Security Plans: Any criminal actions which intend or lead to a deliberate attempt to circumvent the security of a Tidewater vessel or facility.

Falsifying Reports or Records: Including employment, applications, personnel, absence, sickness, injury or production records.

Time Cards/Logs: Signing or completing another Employee's time card or log, or altering the same.

Removing Company Property: Removing from the premises or Company vehicles or vessels, Company property or other materials without proper written authorization from Management.

Dishonesty Related to Employment

Driving a vehicle of another Employee or a Company vehicle with a suspended driver's license.

Confidential Information: Disclosure of information that could be deemed harmful to the Company, its competitive position or reputation is prohibited.

ATTACHMENT "B"

COMPANY HEALTH AND SAFETY STATEMENTS

Tidewater Companies

Health and Safety Policy Statement

The Tidewater family of companies is committed to protecting the health and safety of all those who might be affected by our operations, including Employees, customers, vendors, contractors, guests, and those who live in the communities in which we operate. Wherever we operate, we will conduct our business in a manner that demonstrates this commitment while we meet customer needs, pursue new business opportunities, provide financial returns to our shareholders and job security to our Employees. We will not be satisfied until we succeed in eliminating all injuries, occupational illnesses and unsafe practices from our operations.

To meet this commitment to health and safety, the Tidewater Companies will:

1. Integrate health and safety protection into every aspect of our business.
2. Comply with all health and safety regulations, meeting both the letter and intent of the law.
3. Provide facilities and equipment that meet appropriate standards for health and safety.
4. Protect personnel, facilities, and equipment from hostile acts with appropriate security systems and procedures.
5. Provide the resources necessary for each person to perform his/her work safely, including appropriate procedures, training, equipment, tools, and manpower.
6. Manage all operations and activities in a manner that sets personnel health and safety as a high priority, equal to profitability, and that ensures identified risks and hazards are mitigated through appropriate and timely corrective actions.
7. Maintain open communications with Employees, and other appropriate personnel, to promote our strong commitment to personnel health and safety, to allow valuable input into the safety management process, and to support a culture of continuous improvement.
8. Ensure compliance with this policy by measuring, auditing and reporting health and safety performance in all departments.

Tidewater Companies

Health and Safety Philosophy Statement

Every aspect of Tidewater's safety program is based on the safety philosophy statements presented below. The success of the Tidewater Companies in managing personnel health and safety will be a reflection of all personnel maintaining this common philosophy.

1. All injuries and occupational illnesses are preventable.
2. Every person in the Company, from the President to first-line supervisors, operators, mechanics and clerks, is responsible and accountable for preventing injuries to themselves and their coworkers.
3. Safety must be integrated as a core business and personal value, with each affected person understanding the value of not just their own safety, but the safety of those they work with as well.
4. Safety is a condition of employment for all personnel.
5. All operating exposures that could result in injuries or illnesses can be controlled.
6. Audits must be performed in the workplace to assess safety program success.
7. Whenever a safety deficiency is found—either by an audit or investigation or during the normal course of work—prompt action must be taken to correct the deficiency and reinforce the priority of safety.
8. Safety is not only a part of every person's job, but also a part of every person's life. Off-the-job safety is important as well.
9. Employees must be trained and motivated to work safely.
10. The combined energy of the entire organization is necessary to continuously improve and excel in safety performance.
11. Safety is good business, creating competitive advantage, and is expected by our customers.

The success of our safety program depends upon everyone taking personal ownership of both our Health and Safety Policy and Philosophy Statements. It is only through integrating these key elements into our own daily activities, in a way that offers true commitment and support for the process, that successful safety performance can be assured.

TANKERMEN ADDENDUM

RULE 1 - RECOGNITION

1.01. This Addendum applies to those Employees whose primary function is Tankerman duties.

1.02. The scope of the work done by Tankermen working under this Addendum shall consist of loading and pumping liquid cargo barges ranging from the Portland/Vancouver harbor to Astoria, Oregon, serve as shoreside Person In Charge for tug fueling operations at Tidewater Industrial Center (TIC) and any other area that may be assigned by the Company.

1.03. The Employer reserves the right to open this Agreement at any time to negotiate an adjustment in wages if in its opinion, the economic circumstances of the towing industry in the region in which it operates creates financial results which imperil its economic well-being or that of the Employees covered by this Agreement. If the parties cannot reach a settlement on wage rates to be effective on these dates, the dispute shall first be attempted to be settled in accordance with the JLRC procedures and with no resolution shall be settled by binding arbitration.

RULE 2 - CLASSIFICATIONS, QUALIFICATIONS, RATES OF PAY

2.01. Effective August 1, 2017

	Tankerman	Leadman I	Leadman II
8/1/2017	3% / \$41.61	3% / \$42.86	3% / \$44.11
8/1/2018	3% / \$42.86	3% / \$44.15	3% / \$45.43
8/1/2019	3% / \$44.15	3% / \$45.47	3% / \$46.79
8/1/2020	4% / \$45.91	4% / \$47.29	4% / \$48.66
Upon mutual consent:			
8/1/2021	4% / \$47.75	4% / \$49.18	4% / \$50.61
8/1/2022	4% / \$49.66	4% / \$51.15	4% / \$52.63

2.02. Leadman:

Leadmen Tankerman shall be defined as the tankermen whose duties include training, writing procedures, assisting with United States Coast Guard inspections, and ensuring proper documentation on liquid barges. Leadmen and level of Leadmen shall be selected by Management on the basis of qualifications and shall not necessarily be the senior tankerman. There shall be one (1) Leadman I selected for the Tankerman. The need for a Leadman II position will be at the sole discretion of the employer. The Leadman I rate of pay shall be 3% (three percent) per hour more than the Tankerman rate of pay. The Leadman II rate of pay shall be 6% (six percent) per hour more than the Tankerman rate of pay.

2.03. Apprentice Tankerman

- A. 75% of the Tankerman's full rate of pay for the first ninety (90) calendar days.
- B. 85% of the Tankerman's full rate of pay for the next one hundred and eighty (180) calendar days.
- C. 95% of the Tankerman's full rate of pay for the next ninety (90) calendar days.

An Apprentice Tankerman shall be defined as an entry level Tankerman who shall not perform any work except in the presence of an experienced Tankerman. In this case, the apprentice rate shall be retained at the Employer's option or until a Tankerman's license is obtained. After ninety (90) days the Apprentice Tankerman must have passed the Tankerman's test. After one (1) calendar year or anniversary date, a Tankerman will be paid at the full rate. The progression may be accelerated by mutual agreement.

RULE 3 - MILEAGE ALLOWANCE

3.01. Tankermen authorized to use their personal cars on Company assignment shall be reimbursed at the Internal Revenue standard mileage rate per mile and increased or decreased as that rate is adjusted by the I.R.S. Mileage shall commence and terminate at the home terminal, Vancouver, Washington, for all revenue producing jobs. The last paragraph of Rule 15.03 shall apply.

RULE 4 - TRANSPORTATION

4.01. When assigned to duties away from the home terminal, and their personal cars are not used, Tankermen shall receive transportation to and from their assignment. When assigned to duties away from their home terminal, Tankermen shall be paid continuously from the time they leave the home terminal until they return to the home terminal, exclusive of rest periods. All Tankermen's home terminals will be considered to be at 6305 NW Old Lower River Road, Vancouver, Washington unless otherwise specified, by written notice, by the Employer.

RULE 5 - MAXIMUM WORK PERIOD

5.01. The Company will make every effort to limit the maximum hours worked to twelve (12) hours in any twenty-four (24) hour period. If a Tankerman worked a minimum of eight (8) hours to a maximum of twelve (12) hours in a twenty-four (24) hour period, at the conclusion of such work period, he/she shall receive a minimum of ten (10) hours rest.

5.02. Any work required of the Tankerman during the ten (10) hour rest period shall be compensated at the overtime rate.

RULE 6 - HOURS

6.01. The normal day's work shall be an eight (8) hour day. Any work continuing after the eight (8) hour period shall be paid at the rate of time and one-half (1 ½) until the rest period,

as defined in Rule 5.01, has been taken. When the Tankerman responds to an assignment or work, but does not start work, the Tankerman will receive at least four (4) hours pay.

A. Overtime work shall be offered by seniority.

6.02. Once an assignment has commenced, a Tankerman is guaranteed eight (8) hours of straight time pay. It is understood that during this eight (8) hour period, the Tankerman may be used on other assignments. At the conclusion of the job assignment, the Tankerman shall be given a ten (10) hour rest period.

A. The exception to the guaranteed eight (8) hours is for fueling tugs at TIC where the minimum assignment will be four (4) hours. Anything after four (4) hours will be an eight (8) hour day.

B. In the event the scheduled tug fuel time changes more than four hours, four hours of straight time pay will be paid.

6.03. In the event the Tankerman is assigned work prior to completing his ten (10) hour rest period, then the Tankerman shall be paid a minimum of six (6) hours overtime and all work performed beyond six (6) hours shall be paid by actual hours worked at the overtime rate of pay.

6.04. At the conclusion of the ten (10) hour rest period, the next assignment will begin at the straight-time rate.

6.05. All days begin and end at midnight. All hours worked during an Employee's assigned days off shall be paid at the overtime rate. When an Employee begins assigned work on a scheduled day off and completes such assignment on a scheduled workday, the assignment will be paid at the overtime rate until midnight and at the straight time rate after midnight on the scheduled workday. When the Tankerman is scheduled for work on his/her assigned days off, he/she shall receive a minimum of eight (8) hours of pay for eight (8) hours of work.

6.06. The five (5) senior Tankermen shall be scheduled two (2) consecutive days off by seniority with Saturday and Sunday being the preferred days off. Tankermen may waive their scheduled days off if during the work week the Tankerman does not receive at least eight (8) hours pay for each scheduled work day. Such waiver will be allowed regardless of seniority. Any Tankerman who waives his/her right to work on a scheduled workday shall not have the right to bump on his/her scheduled day off.

6.07. Should an Employee attend a Company safety meeting, he/she shall be paid a minimum of four (4) hours pay at the straight time rate of pay. If an assignment is given later in the same day, the four (4) hours already paid shall be included in the eight (8) hour guarantee.

A. Any Employer required event, including annual physicals, shall be compensated at the straight time rate of pay as specified in the wage schedule with a minimum payment of four (4) hours. The Employee shall be reimbursed at the IRS rate for all miles involved. The

Employer shall provide subsistence and lodging, where appropriate. Employees shall not be required to attend any of the above events if on approved vacation.

- B. When training is a requirement set by a regulatory agency or the industry, the Company will provide the necessary training to meet the requirement and pay the Employee the applicable straight time rate of pay for the actual hours attended, not including travel time. When using a personal vehicle to travel to training scheduled away from an Employee's home terminal, the Employee shall be reimbursed for mileage at the then present IRS standard mileage rate for all miles traveled to and from the training. The Company will also pay reasonable subsistence and lodging costs. Employees shall not be required to attend any of the above events if on approved vacation.

RULE 7 - MANNING

7.01. One (1) licensed Tankerman shall be on deck at all times on any tank barge that is either loading or discharging or is for any reason connected to a dock or another vessel by means of a hose.

7.02. During hazardous weather conditions (high wind, ice, snow, flood, etc.) or when the job assignment is not reasonably within the capabilities of the Tankerman, a second Tankerman or Apprentice Tankerman may be requested by the Tankerman and shall not unreasonably be refused.

7.03. When available, two Tankermen, or one Tankerman and one Apprentice Tankerman of which at least one will have a tankermen endorsement, will be used for lightering all products. If two (2) IBU Tankermen or one (1) Tankerman and one (1) Apprentice Tankerman are not available, the preferred order of choice for line tenders will be 1) TTC Tankermen, 2) Deck Mechanics, and 3) Maintenance Personnel.

RULE 8 - SUBSISTENCE

8.01. A Tankerman who works ten (10) consecutive hours or more shall receive subsistence of fifteen dollars (\$15.00) or be provided with a hot meal.

RULE 9 - MAINTENANCE DAYS

9.01. Tankermen assigned to maintenance work shall be paid on the basis of a yard assignment, including wages, hours, and subsistence. All work rules in effect for yard Employees will apply in this instance.

RULE 10 - SPECIAL EQUIPMENT AND CLOTHING

10.01. Protective equipment will be furnished by the Company when working with hazardous products such as caustics.

10.02. When a Tankerman is required to enter tanks for any reason, a competent person shall be assigned to observe from topside with a second set of breathing apparatus.

RULE 11 – STANDBY

11.01. Tankermen shall not be required to call in for orders more often than once every twenty-four (24) hours. In the event a Tankerman is required to standby for orders, he/she shall receive four (4) hours standby pay, if the orders are canceled or fail to materialize. Such Employees would not be required to report to work with less than three (3) hours' notice. If a tankerman has not been notified of his/her schedule and is required to call in before 1600 for the current day's order, then standby shall apply.

RULE 12 – BENEFITS

12.01. All benefits throughout this Agreement shall apply to the Tankermen. The vacations, sick pay, holidays and severance pay will be based on an eight (8) hour day, forty (40) hour week.

12.02. The exception to Rule 16.01 being, Employees who have worked for the Employer or its predecessor companies for one hundred twenty (120) months shall receive annually the equivalent of twenty (20) eight (8) hour days as vacation with pay at the straight time rate. At two hundred forty (240) months, the Employee shall receive twenty-five (25) eight (8) hour days and at three hundred (300) months, the Employee shall receive thirty (30) eight (8) hour days.

A. For each two hundred (200) hours of overtime worked, an additional eight (8) hours will be loaded into the Employee's vacation bank on January 1 of the subsequent year.

12.03. Tankermen returning from vacation shall not be required to work until 0600 hours of the first day following vacation.

12.04. Tankermen required to work on a paid holiday, in addition to the full day's pay provided above, shall be paid time and one-half (1 ½) their rate of pay for each hour worked on the holiday for the first eight (8) hours worked, and two and one-half (2 ½) times their rate of pay for each hour worked thereafter.

12.05. If a holiday falls on an Employee's scheduled day off, the employer will make every reasonable effort to schedule an additional day off immediately before or immediately after the actual holiday. If operational requirements don't allow this, then the employer will schedule the additional day off as close to the actual holiday as reasonable, either prior to or following the holiday.


12.06. When the Company believes that an educational course would be beneficial to an Employee and the Company, and that employee is willing to enter the particular course, the Company will reimburse the Employee one hundred percent (100%) of the cost of such course for tuition, books, and supplies upon successful completion of the course.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed
this 21 day of October, 2017.

EMPLOYER:

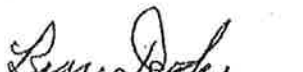
TIDEWATER BARGE LINES, INC.

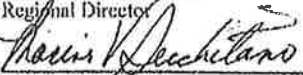
By: 
Bob Curcio, President and CEO

By: 
Bruce Reed, Vice President and COO

UNION:

INLAND BOATMEN'S UNION OF THE
PACIFIC

By: 
Columbia River Region
Regional Director

By: 
National President