

SUBJECT	Union		
NO.	92	01	01
DATE	94	12	31
NO. OF EMPLOYEES	6		
NO. OF UNEMPLOYED	JP		

CANADIAN PACIFIC LIMITED
 British Columbia Coast Steamship Service

AGREEMENT

Between

CANADIAN PACIFIC LIMITED

and

SEAFARERS' INTERNATIONAL UNION OF CANADA

EFFECTIVE

January 1, 1992 through December 31, 1994

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CANADIAN PACIFIC LIMITED
British Columbia Coast Steamship Service

A G R E E M E N T

Between:

CANADIAN PACIFIC LIMITED
(hereinafter called the "**Company**")

And:

SEAFARERS' INTERNATIONAL UNION OF CANADA
(hereinafter called the "**Union**")

ARTICLE 1

Union Recognition and Employment

1.1 The Company **recognizes** the Union as the duly certified sole collective bargaining agent for all unlicensed personnel specified herein employed in the Deck and Engineroom Departments of all ships owned and operated by it in its British Columbia Coast Steamship Service, except that it is understood and agreed that this Agreement does not affect nor cover licensed personnel.

1.2 The Company agrees that during the period this Agreement is in effect, all unlicensed personnel to be hired shall be requested through the Dispatch Office of the Union. Where **forty-eight (48)** hours notice of personnel requirements is given by the Company, the Union will make every reasonable effort to refer applicants to the Company in advance of the day they are required to commence work. In cases where the Company rejects individuals that it does not consider satisfactory, it shall notify the Union immediately of the rejection, and the Union shall furnish replacements with sufficient promptness to avoid delay in sailing at the appointed time. Rejection shall not be arbitrary or without valid reason.

Should the Union be unable to furnish employees that are **capable, competent and satisfactory** to the Company with sufficient **promptness** to avoid delay in sailing at the appointed time, the Company may secure replacements from other sources on a temporary basis, and the Company shall make every reasonable effort to so notify the Union within twenty-four **(24)** hours. The Union reserves the right to replace 'replacements' once the temporary requirement has been met, but in no event may this right be exercised after the expiration of two weeks following the date of hiring of the 'replacements'.

1.3 If the Union fails, or is unable, to fill a request for unlicensed personnel, the Company or its representative shall be free to engage such unlicensed personnel.

1.4 The Union agrees to co-operate fully with the Company in supplying well-qualified, reliable personnel to fill vacancies as they occur.

1.5 The Union agrees that the Company has the right to have all personnel medically examined for fitness. Such examinations shall be at the expense of the Company.

Union Security

2.1 Any unlicensed personnel, who are not members of the Union, will be required, as a condition of employment, either to join the Union and to continue as members thereof during their employment, or, in the alternative, to tender to the Union one **(1)** month's dues as well as the initiation fees as presently established and to pay subsequent monthly dues as required of Union members (and failure to pay arrears of monthly dues after thirty **(30)** days shall be a bar to further employment until such arrears are paid).

When unusual conditions require the Company to hire unlicensed personnel outside of Canada who are not members of the Union, such personnel will be required as a condition of employment either to join the Union and to continue as members thereof during their employment, or, in the alternative, to tender to the Union one **(1)** month's dues as well as the initiation fees as presently established and to pay subsequent monthly dues as required of Union members (and failure to pay arrears of monthly dues after thirty **(30)** days shall be a bar to further employment until such arrears are paid). Such personnel shall be liable also to tender to the Union the initiation fees as presently established, but not until the expiration of their first thirty **(30)** days employment.

Deduction of Dues and Initiation Fees

4.1 The Company agrees that dues and initiation fees shall be deducted by the Company from the wages of the employees covered by this Agreement. The Company agrees to remit these dues and initiation fees to the Union. The Union will present proper **authorization** forms to the Company signed by the crew member **authorizing** such deductions.

The Company undertakes to remit said monies in not longer than forty (40) days following the pay period in question, and that said monies will not be withheld unreasonably.

Ship's Delegate

4.1 The ship's delegate shall be a member of the crew selected by a majority vote of the unlicensed personnel of the vessel covered by this Agreement. The Company shall be advised, in writing, of the name of the ship's delegate and alternate.

4.2 Such ship's delegate shall have the right to conduct the legitimate business of the Union such as collection of dues, conferring with Union members, distribution of literature, attendance at Union meetings, etc., provided that in no case shall the ship's delegate interfere or threaten to interfere with the conduct of the ship, the authority of the officers or the discipline of the crew.

4.3 Any unlicensed personnel required to attend at a hearing or investigation being conducted by the Company may, upon request, be accompanied by the ship's delegate or other **authorized** Union representative.

Authority of Master and Obedience of Crew

5.1 Nothing in this Agreement is intended and shall not be construed to limit in any way the authority of the Master or other officers, or lessen the obedience of any member of the crew to any order.

Grievance and Arbitration Procedure

6.1 Any unlicensed crew member with a complaint concerning the operation of the vessel shall direct such complaint to the Master or Master's designate for resolution. A complaint or grievance concerning the interpretation or alleged violation of this agreement shall be dealt with in the following manner:

STEP 1 - The aggrieved employee or his local representative shall present the grievance in writing to his immediate Supervisor within fourteen (14) calendar days following the cause of the grievance. However, if the grievance occurs aboard a vessel, the aforementioned fourteen (14) calendar days will not commence until the aggrieved employee has finished his tour of duty. The immediate Supervisor will render a decision in writing within fourteen (14) calendar days following receipt of the written grievance.

The immediate Supervisor, in this instance, for Deck employees, will be the Manager, Vessel Operations and for Engineerroom employees it will be the Manager, Vessel Maintenance and Engineering.

STEP 2 - If the grievance is not settled at Step 1, the local or regional representative of the Union may appeal the decision in writing, giving his reasons for appeal to the Chief Operating Officer (C.O.O.) within forty-five (45) calendar days following receipt of the decision rendered in Step 1. The C.O.O. will render a decision in writing, giving his reasons for the decision, within forty-five (45) calendar days following receipt of the appeal.

6.2 Any grievance not progressed by the Union within the prescribed time limits shall be considered invalid and not be subject to further appeal. Where a decision on a grievance concerning the meaning or alleged violation of any one or more of the provisions of the collective Agreement and in which a wage claim is involved, is not rendered by the appropriate Officer of the Company within the prescribed time limits, the claim shall be allowed as presented but this shall not be considered as a precedent or waiver of the contention of the Company as to similar claims. Where a decision on an appeal against discipline imposed is not rendered by the appropriate Officer of the Company within the prescribed time limits, the grievance may be progressed to the next step of the grievance procedure.

6.3 A grievance concerning the interpretation or alleged violation of this Agreement or an appeal by an employee that he has been unjustly disciplined or discharged may be referred by either the Company or the Seafarers' International Union of Canada (herein defined as the Parties) to a single Arbitrator for final and binding settlement without stoppage of work.

6.4 The party requesting arbitration must so notify the other party in writing within thirty (30) calendar days following the date the decision is rendered in the final step of the grievance procedure as specified in Article 6.1.

6.5 Within thirty (30) calendar days of date of receipt of a request for arbitration, the Parties shall endeavour to agree on the name of the Arbitrator. If agreement is not reached, the Party requesting arbitration may then request the Federal Minister of Labour to appoint an Arbitrator and advise the Parties accordingly. Such request to the Minister of Labour must be made no later than fourteen (14) calendar days following the thirty (30) day period referred to in this clause.

6.6 A Joint Statement of Issue containing the facts of the dispute and reference to the specific provision or provisions of the Collective Agreement allegedly violated shall be jointly submitted to the Arbitrator in advance of the date of hearing. In the event the Parties cannot agree upon such Joint Statement of Issue each Party shall submit a separate statement to the Arbitrator in advance of the date of the hearing and shall at the same time give a copy of such statement to the other party.

6.7 The hearings shall be held by the Arbitrator in the Office of the Company unless otherwise mutually arranged or unless the Arbitrator deems it advisable because of special circumstances to hold the hearings elsewhere.

6.8 At the hearing before the Arbitrator, argument may be given orally and/or in writing and each Party may call such witnesses as it deems necessary.

6.9 Disputes arising out of proposed changes in rates of pay, work hours (unless changed by Federal Law) and conditions of service, modifications or additions to this Collective Agreement are specifically excluded from the jurisdiction of the Arbitrator and the decision of the Arbitrator shall not in any case add to, subtract from, modify, rescind or disregard any provision of this Collective Agreement.

His decision shall be rendered in writing together with his written reasons therefore to the Parties concerned within thirty (30) calendar days following the conclusion of the hearing unless this time is extended with the concurrence of the Parties to the dispute.

6.10 Each Party shall respectively bear any expenses each has incurred in the presentation of the case to the Arbitrator but any general or common expenses of the Arbitrator shall be divided equally.

6.11 The time limits as provided in this Article may be extended by mutual agreement between the Parties.

6.12 Prior to adjudication or final disposition of grievances by the highest designated authorities as herein provided and while questions of grievances are pending, there will not be suspension of work by the employees.

Boarding Passes

8.1 The Union representative(s) shall be allowed on board the vessel to confer with his/her (their) members at all times which, in the opinion of the Company's management will not interfere with either the operation of the vessel or the duties of its crew. It is agreed that the Company will not be liable for any damage or injury to Union property or representatives while on Company property.

Discrimination

8.1 The Company agrees not to discriminate against any unlicensed personnel employed by said Company for legitimate Union activity, or because of race, colour, creed or ethnic origin.

Stoppage of Work

9.1 There shall be no strikes, lockouts or stoppages of work while the provisions of this Agreement are in effect.

Seniority and Promotions

10.1 Newly-hired employees will be considered to be probationary employees until they have attained three (3) months' cumulative compensated service. During this probationary period, the employee's work performance and conduct will be monitored and, if work performance or conduct is judged to be inadequate, his or her services may be terminated at any time during the probationary period. Such terminated employees shall, upon application, be provided with the reasons for termination in writing.

10.2 After an employee attains three (3) months' cumulative compensated service, his or her seniority shall be established from the date of his or her entry into the service.

10.3 Seniority lists shall be revised and posted in August of each year and shall be open for correction for a period of ninety (90) days on presentation in writing of error by a member of the unlicensed Deck and Engineeroom Departments or his representative. Unless by mutual agreement between the **authorized** representative of the employees and the Officers of the Company, seniority shall not be changed after becoming established by it being posted for ninety (90) days without protest.

10.4 If an employee leaves the service for any cause, he loses all seniority. Should an employee be laid off for any reason, he shall retain his seniority if **re-employed** within twelve (12) months from date of lay off. If not **re-employed** within twelve (12) months he shall, upon his return, be regarded as a new employee unless otherwise mutually agreed.

10.5 Recognizing that the Company, from time to time, sees fit to promote unlicensed employees to positions outside the scope of the bargaining unit, it is agreed that:

- i) Promotions to certificated positions aboard vessels shall be based on seniority with qualifications, experience and ability being sufficient to perform the job.
- ii) Employees who are promoted shall only retain their seniority rights with the unlicensed union provided they remain as members in good standing with such Union.
- iii) Employees temporarily promoted for the purposes of training or for temporary relief shall retain their unlicensed seniority. Such employees will be limited to a total of sixty (60) such days (excluding **laydays**) in any calendar year.
- iv) The sixty (60) day maximum may be extended in order to allow for the completion of a trip provided the Company notifies the Union in advance.
- v) Upon promotion an unlicensed employee having a minimum of five (5) years seniority will have his unlicensed seniority frozen. Such employee will retain his seniority for a maximum two (2) year period. An employee shall be limited to one (1) application under this clause.

Emergency Duties

11.1 Any work necessary for the safety of the vessel, passengers, crew or cargo, or for the saving of other vessels, lives, or cargoes, shall be performed at any time on immediate call by all members of the unlicensed personnel, notwithstanding any provisions of Agreement which might be construed to the contrary. In no event shall overtime be paid for work performed in connection with such emergency duties, of which the Master shall be the sole judge.

Drills

12.1 Whenever possible, lifeboat and other emergency drills shall be held on weekdays between the hours of eight (08:00) a.m. and four thirty (16:30) p.m.

12.2 Preparation for drills such as stretching out fire hoses and hoisting or swinging out boats shall not be done prior to **signal** for such drills and, after drill is over, all hands shall secure boats and gear and replace fire hoses in safe custody. In no event shall overtime be paid for work performed in connection with such drills.

12.3 Overtime will be paid to any unlicensed crew member covered by this Agreement who is not on duty and is required on board the vessel, or to any employee called off watch to attend a second lifeboat or other emergency drill with a Steamship Inspector in attendance, which is in addition to the regular weekly lifeboat and fire drill.

Sailing Board Time

13.1 All members of the unlicensed personnel shall be aboard the vessel in a sober condition at least one (1) hour before notified sailing time. In the event any member of the unlicensed personnel fails to comply with this provision, the Company shall call the Union and the Union shall furnish a replacement.

Safe Working Conditions

14.1 The Company shall take every reasonable precaution to provide safe working conditions at all times.

14.2 Crew members will not be required to work aloft on masts, derricks, or kingposts, while winches or cargo gear are being worked.

14.3 Working in holds into or from which cargo is being loaded or discharged shall be considered unsafe working conditions (man working or watching cargo shall not be included in this clause).

14.4 Hard hats shall be supplied to crew members working in areas where overhead work is being performed.

14.5 When air chisels, mechanical chippers or scaling tools are used, ear plugs and plastic face protectors shall be supplied.

14.6 Safety goggles shall be supplied to crewmen doing manual chipping or scaling.

14.7 Suitable tinted window shades to be installed in all wheelhouses.

14.8 The Company will have respirators available for the use of unlicensed employees who are required to work in spaces or under conditions which necessitate their use.

Customary Duties

15.1 Members of each Department shall perform the necessary and customary duties of that Department. Each member of each Department shall perform only the **recognized** and customary duties of his particular rating, and no other crew member of another Department shall perform such work, except in the case of an emergency.

15.2 The practice of the Master or Deck Officer steering the vessel during landings, departures, and under other special conditions will continue.

15.3 Ship's crew shall load ship's stores as part of their customary duties.

15.4 Employees shall handle normal, bagged **ship's** garbage as part of their duties. Handling of such garbage will not extend beyond the loading of **onboard** containers.

Transfer and Travelling Time

16.1 An employee appointed to a position necessitating travelling from one point to another on the British Columbia coast to assume that position, shall be signed on the ship's articles as "**Supernumerary**", to be worked if necessary, and shall be provided with board and living quarters, being on full pay from the time of leaving starting point. This shall not apply to employees transferred from one ship to another at their own request.

16.2 When employees are transferred from one ship to another at the company's convenience, where such transfer necessitates a layover period awaiting ship, such employees shall be compensated at their regular rate of wages during such layover. If layover takes place at any port other than the employee's home port, accommodation and meals will be provided.

16.3 Unlicensed crew members covered by this Agreement who are requested by the Company to join a vessel which does not berth in their home port shall be provided with transportation and meals to and from their home port when proceeding on weekly leave, or joining or leaving the vessel. For the purpose of **16.2** and **16.3** of Article 1 and **8.5** and **11.1** of Article 2, the home port of the employee shall be the home port of the vessel which he is employed aboard.

16.4 A meal allowance of nine dollars and fifty cents (**\$9.50**) will be made to the unlicensed Deck and Engineroom personnel assigned to laid-up ships in Victoria and who reside in Vancouver to defray the cost of two meals; one when they travel from Vancouver to Victoria and one when they travel from Victoria to Vancouver. This payment is in addition to their regular fare, which is provided by the Company.

Return to Port of Engagement

17.1 In the event a ship of the Company is laid up in a foreign port, or sold, interned, or lost anywhere away from home port, the crew shall be given transportation back to port of engagement with subsistence, berth and wages.

Carrying Workaways, etc., in Lieu of Crew

18.1 No workaways or passengers shall be carried in lieu of crew.

Crew Equipment

19.1 The following items shall be supplied for the use of the unlicensed personnel:

- (a) A suitable number of blankets which shall be laundered and changed every three (3) months.
- (b) Bedding, consisting of two (2) white sheets, one (1) spread, and one (1) white pillow slip, which will be changed weekly.
- (c) One (1) face towel and one (1) bath towel, which will be changed twice weekly.
- (d) Sufficient suitable face and powdered soap.
- (e) Crew mattresses to be all spring-filled.
- (f) Dishes which shall all be of crockery.
- (g) Electric fans shall be placed in Messrooms where necessary and practicable.
- (h) A refrigerator, for the use of the unlicensed employees, will be located in the Messroom.
- (i) Spin washers to be installed aboard Company vessels for the use of the unlicensed personnel covered by this Agreement.
- (j) Automatic spin dryer to be installed aboard Company vessels for the use of the unlicensed personnel covered by this Agreement.
- (k) Automatic toasters to be installed in all Messrooms for the use of the unlicensed personnel.

- (l) Refrigerators, washing machines, dryers and toasters will be kept in good repair at all times. In the event replacements are required, this will be done without delay.
- (m) A stool will be provided in the wheelhouse for the helmsman.
- (n) Four (4) raincoats and four (4) rain hats to be supplied for use by Deck Ratings employed on the "Carrier Princess".
- (o)
 - i. Earmuffs to be supplied to Engineerroom Ratings where required.
 - ii. Hard hats to be made available to Engineerroom crew, and to Deck Ratings on laid-up ships where necessary.
- (p) Deck Ratings who are assigned to direct automobiles, trailers and other vehicles, will be supplied with orange fluorescent safety vests, which will remain the property of the Company. Unlicensed Personnel are required to wear such safety vests at all times while working on the freight deck aboard the vessel.
- (q) The Company will install television sets (one on each vessel) for use by unlicensed Deck and Engineerroom Ratings.
- (r) Every effort will be made to install rugs or carpets in cabins of unlicensed personnel covered by this Agreement. In addition, every effort will be made to install carpets in alleyways leading to other cabins.
- (s) Washbasins with hot and cold running water will be provided in accommodation of unlicensed Deck and engineerroom personnel on new vessels.
- (t) Gloves.
- (u) After sixty (60) days service with the Company, employees in the Deck Department, upon request, will be provided free of charge with one (1) pair of coveralls for their protection while performing their duties. Coveralls will be renewed on an exchange basis.
- (v) The Company will provide a D.O.T. approved floater coat or vest to employees who have completed one year's service with the Company. This may be replaced on an exchange basis once every three years following the date they are supplied.

19.2 Any member of the crew wilfully damaging or destroying linen shall be held accountable for same. When linen is not issued the crew member shall receive two dollars (\$2.00) each week for washing his own linen. Crew shall turn in soiled linen before receiving new issue of linen.

Crew's Quarters

20.1 All quarters assigned for use of the unlicensed personnel of the Deck and Engineerroom Departments are to be kept free from vermin. This is to be accomplished through the use of extermination facilities provided by the Company or by fumigating the quarters with approved disinfectant every six (6) months or when necessary.

20.2 When vessel is in port suitable alternative accommodation shall be provided when the following conditions exist:

- (a) When hot water is not available in crews' washrooms for a period of twelve or more consecutive hours.
- (b) When crews' quarters have been painted and paint is not absolutely dry and other suitable quarters are not furnished aboard.
- (c) When linen is not issued upon an unlicensed crew members request prior to six (18:00) p.m. on the day he joins the vessel.

20.3 When vessel is being fumigated and not cleared before nine (21:00) p.m., crew members standing midnight (24:00) to eight (8:00) a.m. watch shall be entitled to suitable alternative accommodation.

20.4 Crew's quarters will be painted in a colour once a year to maintain cleanliness, but in the case of a vessel in operation less than six (6) months in any year, the quarters will only be painted during such year, provided it is necessary to do so. However, the quarters will, in such cases, be painted within a two (2) year period.

20.5 It is mutually agreed between the Company and the Union that every effort shall be made on behalf of the Company to stop gasoline and diesel fumes from seeping into the crew's quarters.

Messrooms

21.1 Each vessel shall be furnished with a messroom for the accommodation of the crew. Such messroom of messrooms to be, in each case, so constructed as to afford adequate sitting room for all and to be so situated as to afford full protection from the weather and from heat and odours arising from the vessel's engineerroom, fireroom, hold and toilet.

Washrooms

2.1 Adequate washrooms and lavatories shall be made available for the unlicensed personnel of each division. Washrooms to be equipped with a sufficient number of shower baths which shall be adequately equipped with hot and cold water. A sufficient number of buckets shall be supplied for washing clothes.

Cleaning Quarters

23.1 The unlicensed personnel of the Deck and Engineeroom Departments shall keep their respective living quarters clean and tidy at all times.

Lockers

24.1 A sufficient number of lockers shall be provided so that each employee shall have one (1) locker of full length whenever space permits, and sufficient space to stow a reasonable amount of gear and personal effects.

Using Paint Spray Guns

25.1 No member of the unlicensed Personnel shall be required to use paint spray guns.

Going Ashore to Take Lines

26.1 No crew member shall be required to jump either from or to a vessel for the purpose of taking or letting go the **ship's** lines. A gangplank will always be provided as a means of access to or from the dock.

Removing Soot from Smokestack

27.1 Unlicensed personnel of the Deck Department shall not be required to go inside smokestack in order to remove accumulation of soot.

Uniforms

28.1 Where the Company requires employees in the Deck Department to wear uniforms, the Company will supply them.

Shifting Ship

9.1 When a vessel is in port and off duty crew members are called back to work after five (17:00) p.m., or before 8:00 (eight) a.m., or on Saturdays, Sundays or holidays, for the purpose of shifting ship to **drydock**, a minimum of four (4) hours overtime will be paid for each call, except when crew members are knocked off for a period of one (1) hour or less, in which case time shall be continuous. It is agreed by both parties that movement of a ship within the same dock area, or from dock to dock shall not be construed as shifting ship.

29.2 When the tying-up or the shifting of the vessel is performed in such a manner that personnel are required to handle lines simultaneously, both forward and aft, the practice of **utilizing** a third unlicensed employee shall be continued.

Overtime Record

30.1 The Company shall supply to all employees covered by this Agreement suitable overtime sheets which shall be in duplicate.

30.2 After **authorized** overtime has been worked, the **Officer-in-Charge** shall certify the overtime by signing the overtime sheet thereby indicating that the work was ordered and performed. The duplicate copy of the overtime claim shall be returned to the employee without delay.

30.3 If the overtime claim is disputed, a copy of the claim is to be returned by the Company to the employee concerned before the next pay period, together with reasons for rejecting the claim.

30.4 Overtime claims must be presented to the **Officer-in-Charge** within forty-eight (48) hours after completion of work.

Bereavement Leave

31.1 Employees covered by this Agreement shall, after having completed three (3) months' cumulative compensated service, be entitled to bereavement leave without loss of pay in the event of a bereavement due to the death of spouse (including **common-law** spouse), child, parent, step-parent, father-in-law, mother-in-law, brother or sister for the purpose of arranging and/or attending the funeral of the deceased and for such other requirements as would reasonably necessitate one or more working days off duty, up to a maximum of three (3) working days.

Severance Pay

2.1 The provisions of the Job Security, Technological, Operational, **Organizational** Changes Agreement effective April 21, 1989, excepting Article 7: Employment Security, between Canadian Pacific Limited and the Associated **Railway Unions signatory thereto, as revised or superseded from time to time** shall apply to employees in positions covered by this Agreement.

3.2.2 The provisions of this Agreement are intended to assist employees affected by a technological change, to adjust to the **effects of the technological change and Sections 52, 54, and 55 of Part I of the Canada Labour Code** do not apply.

ARTICLE 2

Annual Leave

1.1 Employees shall be allowed annual vacation for service during their first calendar year of employment on the basis of four per cent (4%) of gross wages earned during such calendar year.

1.2 Employees with less than three (3) years' continuous or accumulative service shall be allowed two (2) weeks' vacation for service during their second and succeeding calendar years of service, and shall be allowed vacation pay of four per cent (4%) of gross wages earned during each such calendar year.

1.3 Employees with three (3) or more years' continuous or accumulative service shall be allowed three (3) weeks' vacation for service during each successive year in which service is rendered, and shall be allowed vacation pay of six per cent (6%) of gross wages earned during each such calendar year.

1.4 Employees with ten (10) or more years' continuous or accumulative service shall be allowed four (4) weeks' vacation for service during each successive year in which service is rendered, and shall be allowed vacation pay of eight per cent (8%) of gross wages earned during each such calendar year.

1.5 Employees with eighteen (18) or more years' continuous or accumulative service shall be allowed five (5) weeks' vacation for service during each successive year in which service is rendered, and shall be allowed vacation pay of ten per cent (10%) of gross wages earned during each such calendar year.

1.6 Employees with twenty-nine (29) or more years' continuous or accumulative service shall be allowed six (6) weeks' vacation for service during each successive year in which service is rendered, and shall be allowed vacation pay of twelve per cent (12%) of gross wages earned during each such calendar year.

1.7 Vacation shall be taken during the calendar year following the year in which service was rendered.

1.8 Employees terminating their employment shall be paid all vacation due them up to the date of leaving, calculated in accordance with Paragraphs (1), (2), (3), (4), (5) or (6) of this Section.

1.9 Employees shall submit their desired annual vacation dates, in writing, to the Company's offices prior to March 1 of the year. Vacation dates, as requested, will be granted on the basis of seniority and the requirements of the service. Any employee who does not make a vacation request by March 1 will have vacation granted on a first-come basis subject to the requirements of the service.

Statutory Holidays

2.1 The following statutory holidays are agreed to:-

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Dominion Day	Boxing Day
B.C. Day	

If the Federal Government proclaims Heritage Day, it shall become an additional holiday.

2.2 If an employee is required to work on any of the above days, he shall receive, in addition to his normal pay and leave for the day worked, an alternate day off in lieu of the statutory holiday worked plus the leave he would normally earn for that day. The day's leave is to be taken at time convenient to both the employer and the employee.

If an employee is required to work on any of the holidays referenced in 2.1, he shall be compensated as follows:

- i. One and one-half times the regular pay and leave earned for the shift worked; plus

- ii. In lieu of working the holiday, an alternate paid calendar day off plus the leave time normally earned for that day. The alternate calendar day is to be taken off at a time convenient to both the employer and the employee.

Example: Employee working a twelve hour shift:

For time worked on holiday	3.36 calendar days
In lieu of working holiday	2.24 calendar days
Total compensation	<u>5.60</u> calendar days

2.3 If an employee does not work on the statutory holiday, he shall be granted a calendar day's pay plus the applicable leave factor. The leave factor applicable shall be determined by the regular shift last worked by the employee immediately preceding the holiday.

Sailing Shorthanded

3.1 In the event of any ship sailing shorthanded, the crew members in the particular department affected will be paid the greater of the wages that would otherwise be paid to the members who are absent or in the alternative, overtime for additional time worked by these crew members when performing duties of those crew members absent. In no event will both be paid.

Meal Hours - Relieving for Meals

4.1 The meal hours for the unlicensed personnel covered by this Agreement shall be as follows:-

	8-Hour Watchkeeping Vessels	12-Hour Watchkeeping Vessels
Breakfast	0730 to 0830	0530 to 0630
Dinner	1130 to 1230	1130 to 1230
Supper	1700 to 1800	1730 to 1830

4.2 These hours may be varied, but such variation shall not exceed one (1) hour either way, provided that one (1) unbroken hour will be allowed at all times except such lesser time as permitted in Article 2, Section 10 for "dayworkers" and employees assigned to an eight (8) hour shift on ships which are not in continuous service.

4.3 If one (1) or one-half ($\frac{1}{2}$) unbroken hour as applicable, is not given, the unlicensed employee involved shall receive a penalty rate of time and one-half in addition to the actual time worked during the meal hour.

4.4 At sea the four (4) to eight (8) watch shall relieve **itself** for supper without the payment of penalty meal hour.

3 4.5 The twelve (12) to four (4) watch on sailing day is to be knocked off at 11:00 hours in order to eat at 11:30 hours and to be ready to go on watch at 12:00 noon.

4.6 When crew is called to work overtime before breakfast and work continues after 07:30 hours, a full hour shall be allowed for breakfast, and if breakfast is not served by 08:00 hours, overtime shall continue straight through until breakfast is served.

Night Meals and Coffee Time

5.1 When unlicensed personnel are required to work overtime after 17:00 hours, they will be entitled to a coffee break after two (2) hours' work, and a meal break after four (4) hours' work. The coffee break will consist of twenty (20) minutes, and the meal break will consist of one (1) hour. These hours may be varied, but such variation shall not exceed one-half ($\frac{1}{2}$) hour either way.

5.2 There will be bacon and eggs available for the watchkeepers to prepare themselves a hot meal before going on, or coming off watch.

Night lunches shall be supplied to all employees covered by this Agreement on ships on Articles.

Coffee Time

6.1 Personnel on day work covered by this Agreement will be allowed twenty (20) minutes for coffee at 10:00 hours and 15:00 hours. These times may be varied, but such variations will not exceed one-half ($\frac{1}{2}$) hour either way.

6.2 Where safe navigation makes it possible, personnel, when standing continuous wheel watch, will be allowed one-half ($\frac{1}{2}$) hour relief period as near to the middle of the watch as possible.

6.3 All other watchkeepers shall receive twenty (20) minutes coffee time in the middle of their watch.

Subsistence and Lodging

7.1 When the vessel is in operation and for any reason meals are not supplied, the employees working aboard will be compensated at the rate of nine dollars and fifty cents (\$ 9.50) per meal missed, excepting breakfast, which will be compensated at the rate of five dollars and fifty cents (\$ 5.50). This compensation shall be limited to a maximum amount of twenty-four dollars and fifty cents (\$24.50) per day.

7.2 When the vessel is laid up in Vancouver and employees are working aboard, the following shall apply:-

- i. For the employees working an eight (8) hour shift, they shall be deemed to have missed lunch and be compensated at the applicable rate set out in 7.1. Should the employee, for any reason, be required to work more than two (2) hours beyond the 8-hour shift, he shall be deemed to have missed dinner and be compensated at the applicable rate set out in 7.1.
- ii. For employees working a twelve (12) hour shift, they shall be deemed to have missed dinner and be compensated at the applicable rate set out in 7.1.
- iii. When lodging is necessary and is not provided on the employee's own ship, arrangements will be made to provide him with a room of the same standard as when the ship is in service.

This Clause (7.2) will not apply where the Company provides meals to the employee.

7.3 At any port other than Vancouver, B.C. when, on account of overhaul or any emergency, subsistence and room cannot be provided on board the vessels, employees employed thereon shall be provided with a room ashore and be compensated for meals missed at the rates set out in Article 2, Section 7.1.

Laid-up Shins

8.1 The basic hourly rate applicable to each position per Appendix "A" to the collective agreement will be the basis for payment aboard laid-up ships.

8.2 Where crew members of laid-up ships, except those on watches, are required to work before 08:00 hours and after 17:00 hours, or on Saturdays or Sundays, they will be paid at the overtime rate, except when such work defined above is the shifting of ship to drydock as contemplated in Article 1, Section 29, in which case payment will be per the dictates of Article 1, Section 29.

8.3 If required to work on any of the statutory holidays as defined in Article 2, Section 2 of this Agreement, they will be paid at the overtime rate for the time worked during the statutory holiday, with a minimum of four (4) hours in addition to the payment of eight (8) hours at the straight time rate in payment for the statutory holiday. If any of the statutory holidays as defined in Article 2, Section 2, fall on a Saturday or Sunday, the following Monday will be observed as the holiday.

8.4 Where crew members on laid-up ships are required to work a sixth (6th) or seventh (7th) day in the work week, they shall be paid at the overtime rate.

8.5 Employees working on laid-up ships at Victoria whose home port is Vancouver will receive transportation to their home port and meal allowance, as provided in Article 1, Section 16.4 shall also be allowed.

8.6 Unlicensed Engineroom employees shall be required, except when such work is carried out in the shipyards by the shipyard workers, to clean, ship and paint the inside of boilers.

Maintenance Work

9.1 Maintenance work applicable to the deck department, except that concerned with the safe navigation of the ship, will be performed between 06:00 and 18:00 hours. Outside maintenance work will be confined to the daylight hours. It is understood that chipping and painting will not be performed between 17:00 and 08:00 hours. The above hours may be varied only in respect of dayworkers assigned to the vessel for the specific purpose of performing maintenance activities including painting.

9.2 Maintenance work applicable to the Engineroom Department will be performed as directed by the supervising officer.

Hours of Work and Overtime for Employees in the Deck and Engineroom Departments

10.1 The unlicensed deck and engineroom personnel on the vessel "Carrier Princess" will normally be assigned to either a six (6) on and six (6) off or a twelve (12) hour watch system. Where two AB's stand the same watch, the standing of the wheel watch will be the hour on/hour off system.

Effective upon the date of entry into service of the vessel known as the "M.V. Incan Superior", the unlicensed personnel on vessels covered by this agreement may be assigned to either a six hours on/six hours off, twelve hours, twelve hours in thirteen, or, twelve hours in fifteen shift arrangement.

10.2 On ships which are not in continuous service, an employee may be assigned to an eight (8) hour shift in which he or she will perform the necessary and customary duties in his or her respective department. In these cases, the eight (8) hours shall be consecutive excluding the meal period. Either one (1) hour or one-half ($\frac{1}{2}$) hour, as close to the middle of the shift as possible, shall be allowed for a meal period.

10.3 Dayworkers aboard the vessel may be assigned to either a twelve (12) or eight (8) hour shift. The hours of work for the **dayworker** will consist of either twelve (12) hours in a spread of **thirteen (13) hours** or eight (8) hours in a spread of eight and one-half ($8\frac{1}{2}$) hours.

10.4 Where **"dayworkers"** or employees assigned to an eight (8) hour shift are permitted one-half hour for their meal period, the **"penalty meal hour"** referred to in Article 2, Section 4 will not be operative.

10.5 During any period when the vessel is not in actual service; in other works, during any lay-up period, weekends, or statutory holidays, and if the services of the Deck and Engineer Ratings are required on board, and if circumstances permit, they will be employed eight (8) hours between the hours of 08:00 and 17:00 hours.

10.6 When employees who have completed their regular watchkeeping duties are called back to work within a period of one (1) hour, they shall have their overtime commence **at the time they** completed their regular watchkeeping duties.

10.7 An off-duty employee, called for overtime work, shall receive a minimum of two (2) hours overtime for which two (2) hours work **may** be required. Any overtime work performed beyond the two (2) hour call out period will be calculated and paid in one-half hour increments.

10.8 Any overtime work continuous with, before or after, an employee's regular shift will be calculated and **paid on the basis of a one (1) hour minimum with all overtime work performed** thereafter being calculated and paid in one-half hour increments.

10.9 For the purpose of calculating overtime, a day shall refer in all cases to the period from midnight to midnight.

Weekly Leave

11.1 Weekly leave shall be granted to employees governed by this agreement, except those employed on board laid-up ships. Such leave **is to be granted in the employee's home port.**

11.2 Where a twelve (12) hour work day applies, the leave basis for deck and engineer ratings will be one decimal two four (1.24).

11.3 Where an eight (8) hour or other workday applies, leave will be calculated on a basis consistent with clause 11.2 of this Article **recognizing** the principle of the thirty-seven and one-half ($37\frac{1}{2}$) hour work week.

Working Cargo - Blocking Trailer Wheels and Applying Pads under Landing Gears of Trailers

12.1 When deck ratings are required to block the wheels of recreational trailers and/or mobile homes, they shall receive, in addition to their regular wages, compensation for performing such work at the cargo rate specified below.

Commercial trailers will not be subject to this cargo rate provided that the suitable blocking is readily available.

Effective January 1, 1992	\$4.25 per hour;
Effective January 1, 1993	\$4.34 per hour;
Effective January 1, 1994	\$4.50 per hour.

12.2 The Company reserves the right to have the blocking of recreational trailers or mobile homes performed by employees or others not covered by this agreement.

Penalty Payment - Work of a Dirty Nature

13.1 Employees covered by this Agreement shall be paid the penalty rate specified below, when cleaning exhaust ports of internal combustion engines, double-bottom tanks, working inside smokestacks or in the bilges below bottom-deck plates, working in confined areas of void spaces or cleaning up major spills involving oil or dangerous substances. The term 'dangerous substances' shall have the same interpretation as that assigned to it under PART I, Section 1.1 of the Marine Occupational Safety and Health Regulations, P.C. 1987-585, March 26, 1987.

Penalty rate:	Effective January 1, 1992	\$ 10.75
	Effective January 1, 1993	\$ 11.00
	Effective January 1, 1994	\$ 11.40

13.2 The penalty rate will be calculated on the basis of one hour minimum with all work of a dirty nature performed thereafter calculated in one-half ($\frac{1}{2}$) hour increments.

Marine Disaster

14.1 In the case of shipwreck or disaster necessitating the abandoning of the ship, the crew shall be paid all wages as well as subsistence and provided with such suitable passenger accommodation as may be available back to the Port of Vancouver, B.C.

14.2 Unlicensed crew members who suffer loss of personal effects and clothes through wreck and marine disaster shall be compensated by a lump sum payment of six hundred dollars (\$600.00) and, subject to satisfactory proof of loss, an additional payment not to exceed six hundred dollars (\$600.00). Maximum compensation shall be one thousand two hundred dollars (\$1,200.00).

14.3 Any compensation payable by this clause will be paid first to the employee, second to the beneficiary named by the employee on his/her group life insurance and lastly to the estate of the employee as may be applicable in the circumstances. An employee, beneficiary or estate making a claim under this section shall submit reasonable proof to the Company of the actual value of the loss suffered. Such proof shall be a signed affidavit listing the individual items and values claimed.

Employee Benefit Plan

15.1 The Employee Benefit Plan shall be that Plan established by the Supplemental Agreement of March 20, 1975, as revised, amended or superseded, between certain Canadian Railways and The Associated Railway Unions.

Dental Plan

16.1 The Dental Plan shall be the Plan devised for Employees of Canadian Railways established pursuant to Article VII of the Master Agreement dated April 26, 1979, as revised, amended or superseded.

Extended Health Care Plan

17.1 The Extended Health Care Plan shall be that Plan established for eligible employees of Canadian Railways as per Article VIII, 1(d) of the Extended Health Care Plan Agreement dated April 26, 1982, plus any and all subsequent amendments made thereto.

B. C. Medical Plan (B.C.M.P.) Premiums

18.1 Effective January 1, 1993, participating employees covered by this Agreement will be granted a monthly allowance equal to the B.C.M.P. premium deducted from the employee's wage cheque.

ARTICLE 3

Wages and Overtime

1.1 Rates of pay are as outlined in Appendix "A".

1.2 Unless otherwise specified in this Agreement, all overtime worked will be compensated at double the straight time rate of pay.

1.4 Any employee covered by this Agreement shall have the option of converting overtime into time off in lieu, subject to:

- i. making an election on January 1 and July 1 of each year to convert all or any part of said overtime.

- ii. the employer having the right to defer the taking of such time off should the overall efficiency of the operation be affected by it.

NOTE: Conversion will be made on a "**dollar for dollar**" basis; that is, overtime hours will be converted to dollars and "**banked**" to provide days off as selected.

ARTICLE 4

Duties of A.B.

1.1 An A.B. shall be required to perform the necessary and customary duties of the Deck Department. These shall include duties of helmsman, winchman, lookoutman, handling **ship's** lines, tractors, gangplanks, blocking and securing of dollies, automobiles and other vehicles, attending plank watch when necessary, clock rounds, maintenance and cleaning of ships, as well as performing other regular duties assigned to him by his supervising officer.

Relieving Helmsman

2.1 The Deck Officer may relieve the Helmsman on vessels.

The practice of the Master or Deck Officer steering the vessel during landings, departures, and under other special conditions will continue.

Division of Overtime

3.1 As far as is consistent with the efficient performance of work, all members of the Deck Department shall be afforded equal opportunity to participate in overtime work that has to be performed.

ARTICLE 5

Work Gloves, Rain Gear and Sweat Rags

1.1 Work gloves shall be supplied the Engineroom unlicensed personnel when required for work in connection with hot boilers. All Engineroom personnel are to be supplied once a month with sweat rags. Rain gear, consisting of rain hat and rain coat from the allotted crew equipment specified in Article 1, Section 19, not to exceed two (2) of each, to be made available to the Engineroom unlicensed personnel when taking on stores, bunkers, water, etc. This gear to remain the property of the Company.

1.2 The Company will issue coveralls to unlicensed Engineroom personnel on an exchange basis.

Taking on Fresh Water

2.1 Mechanical Assistants shall perform the duties of taking water and bunkers.

Division of Overtime

3.1 As far as is consistent with the efficient performance of work, all members of the Engineroom Department shall be afforded equal opportunity to participate in overtime work that has to be performed.

TERMINATION CLAUSE

This Agreement is effective January 1, 1992 and shall remain in effect until December 31, 1994, and there-r subject to ninety (90) days' notice in writing from either party of its desire to revise, amend, or terminate same, which notice may be given any time after September 30, 1994.

FOR CANADIAN PACIFIC LIMITED

FOR EMPLOYEES REPRESENTED
BY THE SEAFARERS' INTERNATIONAL
UNION OF CANADA

Alexander Morrison

[Signature]

Alvin McMillan

Dated at Vancouver, B.C. this 9th day of July, 1993.

APPENDIX "A"

BATES OF PAY

	Monthly	Weekly	Hourly	Overtime	
				1.5x	2.0x
Effective January 1, 1992					
Able Seaman	3064.40	705.00	18.80	28.20	37.60
Mechanical/ Assistant	3119.82	717.75	19.14	28.71	38.28
Effective January 1, 1993					
Able Seaman	3129.60	720.00	19.20	28.80	38.40
Mechanical/ Assistant	3185.02	732.75	19.54	29.31	39.08
Effective January 1, 1994					
Able Seaman	3243.70	746.25	19.90	29.85	39.08
Mechanical/ Assistant	3299.12	759.00	20.24	30.36	40.48

APPENDIX "B"

UNION HIRING FUND

The Company will contribute seventy-two cents (72¢) per employee per payroll day to the hiring hall fund.

Effective July 1, 1992, the Company contribution to the hiring hall will be increased from seventy-two cents (72¢) per employee per payroll day to seventy-four cents (74¢) per employee per payroll day. Effective July 1, 1993 the contribution level will be increased to seventy-seven cents (77¢) per employee per payroll day.

LETTER OF UNDERSTANDING

Seafarers' Internation Union of Canada
2008 Wall Street
Vancouver, B. C.
V5L 1B1

Dear Sirs:

During the recent round of negotiations that culminated in an agree-
ment amending the collective agreement of December 31, 1991 expiry
date, the Company proposed the following shift **arrangement** for the
unlicenced deck and engineroom employees represented by your
organization and employed aboard vessels operating in Canadian
Pacific Limited's, B. C. Coast Steamship Service division:

Position	Shift(s)
Two (2) AB's	Six hours on/Six hours off
One (1) AB	Twelve hours in fifteen hours
One Mechanical Asst.	Twelve hours in thirteen hours

It was agreed that the above shifts will be implemented when the
vessel currently named the "MS Incan Superior" enters service on the
westcoast. It was further agreed that should the above shifts need
to be altered in order to meet the requirements of the service, the
Company would provide seven days notice of the shift change. During
the seven day period, the Company and the Union representatives would
meet to discuss the implications and seek mutual agreement on
implementation of the shift change(s). Mutual agreement will not be
withheld unreasonably.

Dated at Vancouver, B. C., November 27th. 1992

AGREED FOR THE COMPANY:

Alan James Thomson

AGREED FOR THE UNION:

Andrew McMillan
Gerald James Veebe
James W. Thorne

LETTER OF UNDERSTANDING

Seafarers' International Union of Canada
2008 Wall Street
Vancouver, B. C.
V5L 1B1

Dear Sirs:

During the recent negotiations to amend the collective agreement of December 31, 1991 expiry date," the Company proposed a system whereby each AB rating employed in a three person shift arrangement would receive one-half hour overtime per twelve hour shift without the need to submit an overtime form. In exchange, the Union has agreed that where the Company has this system in effect, the unlicensed employees involved would not be eligible to claim overtime under the following clause from Article 2, Clause 10: Hours of work & Overtime of the collective agreement:

"Any overtime work continuous with, before or after, an employee's regular shift will be calculated and paid on the basis of a one hour minimum with all overtime work performed thereafter calculated and paid in one-half hour increments."

Dated at Vancouver, B.C. this 27th day of November 1992.

AGREED FOR THE COMPANY:

Ronald Morrison

AGREED FOR THE UNION:

Stephen McMillan
Ronald James Pebee
James M Thorne