

SOURCE	Union	
EFF.	90	06 01
TERM.	92	05 31
No. OF EMPLOYEES	8	
NO. REEMPLOYEES	88	

**COLLECTIVE AGREEMENT**

**BETWEEN**

**SEAFARERS' INTERNATIONAL UNION OF CANADA**

**AND**

**CANARCTIC SHIPPING COMPANY LIMITED**

**EFFECTIVE**

**JUNE 1ST, 1990 - MAY 31ST, 1992**

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WHEREAS the Company manages and/or operates a vessel under the foreign-going Articles of Agreement, as defined under the Canada Shipping Act, and:

WHEREAS the parties are desirous of promoting collective bargaining and stability of industrial relations in the manner and upon the terms herein set out:

ARTICLE 1. GENERAL PURPOSE OF TRIS AGREEMENT

1.01 The general purpose of this Agreement is, in the mutual interest of the Company and its Unlicensed employees, to provide for the most reasonable operation of the Company's ships under methods which will further, to the fullest extent possible, the safety and welfare of the said employees and economy of operation. It is recognized by this Agreement to be the duty of the Union, the Company and said employees, to cooperate fully, individually and collectively, for the advancement of these conditions.

1.02 (a) A Labour Management Committee shall be established consisting of the following:

Union Representation: Executive Vice-president and one Union Representative.

Management Representation: Two (2) Members of the Company

(b) The purpose of the Labour Management Committee shall be to discuss and resolve matters of mutual interest, industry-wide application and grievances prior to referring them to arbitration.

(c) Committee meetings shall be held no less than once every six weeks preferably on a Monday.

(d) Each of the parties shall submit to the other an agenda of matters to be discussed at least fourteen (14) days prior to the meeting day.

1.03 (a) An Occupational Health and Safety Labour-Management Committee, having at least one S.I.U. of Canada representative on it, is established to promote safe and healthy working conditions for persons employed by the Company. It will not deal with matters such as operational safety or public safety.

(b) The Committee shall meet on the second Tuesday of each month.

ARTICLE 2. RECOGNITION AND RIGHTS

2.01 The Company recognizes the Union as the sole and exclusive representative for the purpose of collective bargaining for the unlicensed personnel employed on the Company's ships, which unlicensed personnel are hereinafter referred to as "employees", which word shall include the singular as well as the masculine and feminine.

2.02 The Union agrees that the Captain or Chief Engineer of a vessel has the exclusive right to direct the crew, determine qualifications, hire, promote, lay-off, suspend or discharge employees for cause.

2.03 Discipline shall be governed by the principles and procedures laid out in the Disciplinary Code as agreed to by the Labour Management Committee.

2.04 The Company agrees that unlicensed personnel engaged by it in Canada will be hired through the office of the Union and the actual selection and hiring of the employee will be through an interview by the Company personnel office prior to being dispatched to the vessel or by the officer responsible aboard the vessel. Unlicensed personnel must be holders of a Canadian passport when appearing for an interview and must comply with all government requirements as set out or amended from time to time.

### ARTICLE 3. CLAUSE PARAMOUNT

3.01 The parties to this Agreement will not establish rules or enforce regulations which will in any way be contrary to or interfere with the effective implementation of all clauses in this Agreement.

### ARTICLE 4. GOVERNMENT LAWS AND REGULATIONS

4.01 Nothing in this Agreement shall be so construed as to render null and void the obligations of the signatories, under the provisions of the Canada Shipping Act or other Government legislation or regulations,

4.02 The Vessel will normally operate on a Running Agreement not extending beyond a six (6) month period as outlined in Section 166 of the Canada Shipping Act.

4.03 It is agreed by the Company and the Union that no additional clauses shall be adopted in the Agreement with the crew which are in conflict to the terms of this Collective Agreement.

### ARTICLE 5. MAINTENANCE OF MEMBERSHIP AND EMPLOYMENT

5.01 An employee covered by this Agreement who is not a member of the Union shall, within thirty (30) days of employment, make application for membership in the Union. If the Union refuses to accept such employee, a satisfactory written statement of reason must be supplied by the Union to the Company.

5.02 The Company agrees to maintain in their employ only members of the Union in good standing. "Good Standing" is herein interpreted to mean that a member has not failed to pay the periodic dues, assessments and initiation fees uniformly required to be paid by all members of the Union.

5.03 The Company shall not be required to discharge any employee under 5.01 and 5.02 above unless and until a qualified replacement is available, subject to the Captain's determination and the grievance procedure.

5.04 (a) The Company agrees to deduct initiation fees and/or monthly union dues and/or assessments in respect to all employees covered by this Agreement in the amounts as established by the Union.

(b) In addition to the above amounts, the Company also agrees to deduct and remit to the Union Headquarters in Montreal, Quebec, any other amount of money when requested to do so by the Union.

(c) All amounts required to be deducted by the Company by this Article shall be remitted to Union Headquarters in Montreal, Quebec, no later than the 15th day of each month following the employment of the employee(s) concerned.

(d) Should the Company fail to meet its obligation within the delay provided for herein it shall be liable to a penalty of fifty dollars (\$50.00) per day for each day of delay until such time as deductions or contributions are made. The postmark on the envelope shall be the determining factor provided there is no interruption in the postal services.

5.05 The Union shall indemnify the Company and hold it harmless against any and all suits, claims, demands and liabilities that shall arise out of or by reason of any action that shall be taken by the company for the purpose of complying with the foregoing provisions of this Article or in compliance with any notice which shall have been furnished to the Company under any of such provisions.

5.06 The Company agrees that during the period this Agreement is in effect, all personnel to be hired shall be requested through the offices of the Union closest to the location of the vessel for which the request is made,

5.07 The Union agrees that its dispatch facilities shall be available as follows:

- i) The Union Dispatch Halls shall be open Monday through Friday from 09:00 hrs. to 17:00 hrs.
- ii) Shipping shall be conducted at all ports in accordance with the above stated hours, Monday through Friday.
- iii) Telephone numbers of Union officials in each port shall be furnished to the Company in case of emergency calls for employment.
- iv) Outside the hours of 09:00 hrs. to 17:00 hrs. the Union Hall shall have an answering service available for incoming calls which are received.

- v) The Union Dispatch facilities shall be closed on all statutory holidays specified in Article 12 herein and on all other Federal and/or applicable Provincial statutory holidays, Where such statutory holidays fall on a Saturday or Sunday, the Union **Dispatch** Halls shall be closed on the following Monday or on the next juridical day should the following Monday be a statutory holiday.

5.08 The Union agrees to cooperate fully with the ship's officers and management of the **Company** in obtaining qualified, reliable employees, as outlined in the attached Memorandum of Agreement, to fill vacancies as they occur. When employees are requested, the Union agrees that the **Company's** requirements will be filled as quickly as possible.

5.09 (a) When presenting themselves for employment or an interview, members shall remit a Union dispatch slip and discharge book to the Captain, designated ship's officer or **Company** representative. Members who are refused for employment must be immediately furnished in writing with a valid reason for such refusal. If the member is not accepted by the **Company** as a result of or because of an error committed by the **Company** in placing a call for a replacement, the said member shall be reimbursed any and all reasonable transportation costs to and from the vessel, living expenses supported by receipts and shall receive one day's basic pay.

(b) If a ship is delayed in transit and the employee must stay overnight waiting for the vessel, the **Company** shall pay reasonable living expenses supported by receipts until the arrival of the vessel or until the call is cancelled and, in the latter case, the employee shall receive basic wages from the date on which the employee was to report to the vessel.

5.10 It is agreed that the **Company** has the right to have all personnel medically examined for fitness, and that any personnel found medically unfit for service shall not be employed, or if employed shall be laid off,

5.11 Refusal of any employee to work as directed or to obey lawful orders of his superior officers shall be grounds for discharge, Any employee who leaves a vessel without being properly relieved shall forfeit his or her job with the **Company**.

5.12 The parties agree that where the Union fails or is unable to fill a request for unlicensed replacement personnel acceptable to the **Company** within forty-eight (48) hours of the receipt of the **Company's** request, the **Company** shall be free to engage such unlicensed personnel through any other available source, subject to appropriate rules hereinafter.

i) Where an employee terminates his employment with the **Company**, he shall provide an officer with a minimum of forty-eight (48) hours written notice. Such notice shall be in writing and in duplicate so that the employee can retain a signed copy from the

officer, The officer shall immediately thereafter request the Union to supply the required personnel, If the Union is unable to dispatch the replacement personnel within forty-eight (48) hours, the Company may hire replacement personnel from any other source available. The replacement personnel shall hold the same employment status as that held by the terminating employee.

ii) When, as indicated above, the officer does not provide the Union with a minimum of forty-eight (48) hours notice for replacement personnel, the Union shall in any event endeavour to dispatch the requested personnel within the time limits required by the Company. However, if the Union is unable to dispatch within the time limits required by the Company, the Company shall be free to hire replacement personnel on a temporary basis only. Should this occur, the Captain upon hiring temporary personnel shall immediately notify the nearest Union office so that the replacement personnel hired by the Company will be replaced by a Union member as soon as possible,

iii) Where an employee terminates his employment without giving forty-eight (48) hours written notice to an officer, an officer shall notify the nearest Union hall immediately with the request for replacement personnel, However, if the Union is unable to dispatch within the time limits required by the Company, the Company shall be free to hire replacement personnel and said personnel shall hold the same employment status as the terminating employee.

iv) Where an employee is discharged for cause, an officer shall notify the nearest union hall immediately with the request for replacement personnel, However, if the Union is unable to dispatch within the time limits required by the Company, the Company shall be free to hire replacement personnel. The replacement personnel shall hold the same employment status as that held by the terminating employee.

v) Where an employee is discharged for cause, suspended or laid off from his employment, the Captain or Chief Engineer shall immediately furnish to the employee in writing the reasons for such discharge, suspension or lay off which the Captain or Chief Engineer shall sign.

5.13 The forty-eight (48) hour notice shall be waived at the employee's request, where there has been a death or other emergency in the immediate family of the employee.

5.14 Where the Captain or Chief Engineer decides to lay off, other than when the ship lays up, twenty-four (24) hours' written notice shall be given to the employee affected, stating thereon the reason for such lay off.

5.15 It is agreed between the parties that when an employee returns from sick leave or a regular leave, he will notify the Captain twenty-four (24) hours ahead of time in order to facilitate the paying off of the relieving employee.



ARTICLE 6. GRIEVANCE PROCEDURE

6.01 An employee who is refused employment, discharged, suspended, laid off or transferred from his employment has the right to file a grievance with the Company through the Union within five (5) days of its occurrence subject to the procedure outlined herein,

6.02 Where the employee has a grievance while working on board a vessel, he must present his grievance on a Standard Grievance Form (if available) to the Captain or Chief Engineer with a copy to the ship's delegate within ten (10) days of its alleged occurrence.

6.03 Upon request of the grieving employee, the ship's delegate shall assist in the grievance procedure. He shall not be subject to discipline for assisting the grievor in the grievance procedure, provided such assistance does not interfere with the operating of the ship.

6.04 The Captain or Chief Engineer shall acknowledge receipt and reply to the grievance by completing and returning to the grievor a duly completed Standard Grievance Form within five (5) days of receipt of grievance.

6.05 If settlement is not achieved upon receipt by the grievor of the Captain's or Chief Engineer's reply, the grievor shall submit the standard Grievance Form to the Union immediately.

6.06 Within thirty (30) days of the Captain's or Chief Engineer's reply, the office of the Executive Vice-president of the Union shall submit the duly completed Standard Grievance Form to the head representative of the Company.

6.07 Within thirty (30) days of the date the grievance is submitted by the Union to the Company's head office, the Company shall reply enclosing a copy of the duly completed Standard Grievance Form.

6.08 The Union shall also have the right to submit a grievance in writing to the Company on behalf of all the employees in the bargaining unit or a group or category thereof within thirty (30) days of the occurrence giving rise to the grievance. In both these instances above, the Company shall reply to the Grievance as per **6.07** above.

6.09 A Labour Management Meeting shall be held between the Company and the S.I.U. prior to a grievance being referred to arbitration.

6.10 If the grievance is not settled at the meeting referred to in **6.09** above, the grievance must be referred to arbitration within ten (10) days thereafter.

ARTICLE 7. ARBITRATION

7.01 Any grievance involving the interpretation or alleged violation of any provisions of this Agreement which has not been settled to the satisfaction of the Company and the Union by conference or negotiation, may be submitted to an arbitration board. Matters involving any request for a modification of this Agreement or which are not covered by this Agreement shall not be subject to arbitration.

7.02 The arbitration board shall consist of one (1) Arbitrator who shall be jointly selected by the Union and the Company, This selection shall be made within ten (10) days after the request for arbitration has been made by either party to this Agreement. In the event that the parties fail within the said ten (10) day period to agree upon the selection of an Arbitrator, the matter may be referred by either party to the Minister of Labour for Canada, who shall select and designate the Arbitrator,

7.03 In the event the arbitration board is vacated by reason of death, incapacity or resignation, or for any other reason, such vacancy shall be filled in the same manner as is provided herein for the establishment of the board in the first instance.

7.04 A statement of the dispute or question to be arbitrated shall be submitted by both parties, either jointly or separately, to the Arbitrator within fifteen (15) days of his appointment. The arbitration board shall convene within twenty (20) days following the appointment of the Arbitrator unless otherwise mutually agreed by the parties, and shall render its decision as soon thereafter as possible.

7.05 The decision of the board shall be limited to the dispute or question contained in the statement or statements submitted to it by the parties. The decision of the arbitration board shall not change, add to, vary or disregard any conditions of this Agreement. The decisions of the Arbitrator, which are made under the authority of this Arbitration Article, shall be final and binding upon the Company, the Union and all persons concerned.

7.06 The expenses, fees and costs of the Arbitrator shall be paid by the party to this Agreement found to be in default upon the Arbitrator's resolution of the grievance or, if the Arbitrator resolves the grievance in such a way that neither side shall be found wholly in the right, then the Arbitrator shall also establish the proper split of the expenses, fees and costs between the two parties in the proportion appropriate to the share of responsibility that each side had in the production of the grievance,

7.07 Should a difference of opinion arise on the interpretation of the Collective Agreement, it is understood that the English text shall prevail,

**ARTICLE 8. UNION OFFICERS BOARDING VESSELS**

8.01 The Company agrees to issue passes to the Union's representatives for the purpose of consulting with its members aboard vessels of the Company covered by this Agreement. Representatives of the Union shall be allowed on board vessels at principle loading and unloading ports as well as in the St. Lawrence Seaway and the Welland Canal. Such representatives shall have the right to engage in negotiation with the Captain or officers in charge for the ship in respect of any dispute or grievance, but shall not have the right to interfere in any way with the operations of the vessel.

8.02 The Union shall submit to the Company the name and relevant particulars of the bona fide Union members authorized by the Union to act as its representatives provided that the Company, upon receiving from any representatives a waiver, in form satisfactory to the Company, of any claim for any damage resulting from any accident or injury in or about Company property, shall thereupon issue a Pass to each such representative enabling him to board the Company's ships in port for the purpose herein provided. In the event that such privilege is withdrawn from the designated Union representative, the Union will undertake to notify the Company to revoke such pass.

8.03 The Union representative shall not violate any provision of this Agreement or interfere with the Officers aboard the ship or retard the work of the vessels, subject to penalty of revocation of the Pass granted herein. Any such revocation shall be subject to the Grievance Procedure.

8.04 The Company assumes no responsibility for securing passes to or through property owned or controlled by others, but *the* Company agrees to cooperate with the Union in endeavouring to secure such passes.

8.05 The Company grants to the Union the use of the bulletin boards for the posting of notices of Union meetings, elections, election results, appointments and social and recreational events or other legitimate Union business. The bulletin boards shall not be used by the Union or its representatives for posting and distributing brochures of a political or advertising nature.

**ARTICLE 9. SENIORITY AND PROMOTIONS**

9.01 At the lay-up of the vessel, the vessel/Company shall provide each satisfactory employee with the following letter of intent:

Copy for Employee  
Copy for Captain/Chief Engineer  
Copy for Company  
Copy for S.I.U.

COMPANY LETTERHEAD  
NOTICE OF INTENT

Employee's Name  
Home Address  
Name of Ship  
Officer's Address

Rating  
Home Telephone  
Captain/ Chief Engineer  
Officer's Telephone

This will certify that the above-named employee has indicated his intention to resume his employment with this Vessel. I have accepted his notice of intent, and accordingly endorse the same.

Signed: \_\_\_\_\_

Captain/Chief Engineer  
Company Authority

NOTICE TO EMPLOYEE

According to the terms of the Collective Agreement between the S.I.U. and the Company, you are entitled to return only to the ship you laid up. This notice does not constitute a promise of employment if the vessel which you laid up is not placed in operation by the Company that year. Unlicensed personnel will receive a notice of seventy-two (72) hours prior to joining the ship.

Your notice for recall for duty shall be by telephone. If by telephone and there is no answer, the Company will immediately sent a telegram. If a telegram is sent you must acknowledge receipt of the said telegram within forty-eight (48) hours of its delivery to you. Failure to acknowledge shall constitute unavailability for service. This notice shall be cancelled in any undertaking expressed or implied where any employee proves unavailable for service at time of recall subject to reasonable travelling time allowance.

9.02 (a) It is agreed that promotions, when mutually agreed to, will only take place when a permanent job vacancy is available on an employee's designated ship.

(b) A promotion shall, like layoffs and rehires, be based on an employee's skill and efficiency, These being equal, the preference shall be given to an employee with the greatest seniority with that vessel.

9.03 Where the Company commissions new vessels or ships converted into self-unloaders during the navigation season, the Captain and/or Chief Engineer assigned to the new vessel may reassign fifty percent (50%) of the required crew for the new vessel from the previous command of the said Captain and/or Chief Engineer. Where the Company exercises these rights, employee transfers resulting therefrom shall be made at no expense and no loss of employment to the employees affected by the said transfers. Any further crew adjustments shall be mutually agreed to by the Company and the Union,

ARTICLE 10. VACATION PAY

10.01 An employee having completed less than one (1) navigational year with an employer shall receive vacation pay as per Article 10.05 equal to four percent (4%) of his gross wages earned during the then current month with the said employer up to the time of the said pay-off.

10.02 An employee having completed one (1) navigational year with the same employer or up to and including six (6) full navigational years with the same employer shall receive vacation pay as per Article 10.05 equal to five percent (5%) of his gross wages earned during the then current month with the said employer.

10.03 An employee having completed more than six (6) full complete navigational years with the same employer shall receive vacation pay as per Article 10.05 equal to seven percent (7%) of his gross wages earned during the then current month with the said employer.

10.04 The right of an employee to receive vacation pay pursuant to paragraphs 10.02 and 10.03 above shall not be affected in any way where such employee is absent from his employment for reasons satisfactory to the Captain.

10.05 The Company shall pay all accumulated vacation pay to an employee at the end of each month.

10.06 When any ship is sold or transferred, transferred employees will carry their entire seniority to the new owner or operator for the purpose of vacation pay calculation.

10.07 The Company will recognize the seniority accumulated by S.I.U. members for vacation pay purposes if they are promoted into an Officers' bargaining unit.

ARTICLE 11. GENERAL AND EMERGENCY DUTIES

11.01 In addition to the duties specifically imposed by this document, all employees shall perform competently the ordinary duties pertaining to their positions on the vessel.

11.02 Any work necessary for the safety of the vessel, passengers, crew or cargo, or for the saving of or rendering assistance to other vessels, lives, property or cargoes, shall be performed at any time on immediate call by all employees and notwithstanding any provisions of this Agreement which might be construed to the contrary, in no event shall overtime be paid for the work performed in connection with such emergency duties of which the Captain shall be the sole judge.

11.03 The Captain may, whenever he deems it advisable, require any employee to participate in lifeboat or other emergency drills. Such drills will take place at least once per calendar month.

11.04 Each employee shall report on board at loading and unloading ports and be available for duty not less than two (2) hours before time of sailing, as posted on the notice board, or as otherwise informed by the Officers in charge.

11.05 Mechanical Assistants are to assist with the taking and placing on board of engine room stores, in addition to their regular duties.

**ARTICLE 12. STATUTORY HOLIDAYS**

12.01 The Company agrees to recognize the following holidays:

- |                     |                           |
|---------------------|---------------------------|
| 1. New Year's Day   | 2. January 2nd            |
| 3. Good Friday      | 4. Easter Monday          |
| 5. Victoria Day     | 6. First Monday in June   |
| 7. Dominion Day     | 8. First Monday in August |
| 9. Labour Day       | 10. Thanksgiving Day      |
| 11. Remembrance Day | 12. Christmas Day         |
| 13. Boxing Day      |                           |

12.02 In the event that any of the foregoing holidays fall on a Saturday or a Sunday, the following Monday will be observed and paid at the same rate as a Statutory Holiday. The work performed on a holiday shall be that usually performed on a Sunday. If an employee does not work on a Statutory Holiday, he will receive his usual-daily wage. If an employee is required to work on a Statutory Holiday, he will be paid for each hour worked double time and one half ( $2\frac{1}{2}$ ) his basic hourly rate.

12.03 If any Statutory Holiday falls during an unlicensed crew member's scheduled time-off, he will be paid a day's basic pay on the first payday following his return to work.

12.04 In addition to the rates of pay indicated in **Articles 14.08 (a), 18; 21.05, 22 and 31**, it is agreed that should this work be done on a Statutory Holiday an employee shall receive an extra hour's basic pay for each hour worked.

**ARTICLE 13. OTHER CONVENIENCES**

13.01 The following items shall be supplied to the unlicensed personnel employed aboard vessels of the Company:

- i) A suitable number of clean blankets for each employee.
- ii) An adequate supply of sheets, pillow cases, hand and bath towels, standard brand or generic face soap and laundry soap or detergent, to be supplied at least once a week,
- iii) An adequate supply of crockery.
- iv) The Company agrees to supply on each vessel a washing machine, an iron and ironing board and where electrical capacity

and space are available an electric dryer, and where space presently permits, space for drying clothes will be made available.

v) Equipment for the purpose of making coffee shall be made available in the engine room and wheelhouse of all vessels.

The Company agrees to pay the cost of maintenance of these appliances necessitated by normal wear and tear. Any members wilfully damaging or destroying linen, mattresses, and/or any of the above equipment, shall be held accountable for same and may be terminated.

13.02 The Company undertakes to make available coveralls and/or oilskins for employees in both the engine room and deck departments.

13.03 The Company agrees to place at the gangway a notice when the ship is cleared by Customs and Immigration.

13.04 All permanent employees will be given a **sixty-three** dollar and fifty cent (**\$63.50**) allowance towards the purchase of **safety boots**. This allowance shall be paid to each permanent employee at the end of December of each year on a separate cheque, Only **CSA approved boot** are **acceptable**. Effective June 1, 1991 the allowance will be increased by the **same** percentage as the wage increase for that **year**.

13.05 The Company will endeavour to have Bell Canada install a pay telephone in a convenient location, if another telephone is not available, when the vessel is Said up.

13.06 The Company agrees to supply on each vessel one (1) stool for the use of the **Wheelsman**. Such stool shall be available for use under circumstances satisfactory to the Captain or the Officer of the watch.

13.07 With **the** prior approval of the Captain or Chief Engineer which **shall** not be **unreasonably** withheld, an **employee** may while the **vessel is in port**, bring **his spouse** and family aboard for a **visit**, with the exception of children under twelve (12) **years of age**. Prior to their coming on board, the employee must **sign** a Company waiver releasing the Company of all liability,

#### ARTICLE 14. MEALS, COFFEE TIME AND LUNCHES

14.01 Meal hours, when practicable, shall be as follows, unless otherwise directed by the Captain, but in no case shall the indicated hours be altered more than one half ( $\frac{1}{2}$ ) hour in either direction, except in an emergency or when doing research work and carrying associated supernumeraries or in unusual situations of docking and undocking when the meal hours can be extended by one (1) hour.

BREAKFAST	from 07:30 hrs to 08:30 hrs.
LUNCH	from 11:30 hrs to 12.30 hrs.
SUPPER	from 17:00 hrs. to 18:00 hrs.

14.02 A fifteen (15) minute coffee break shall be allowed each member of the crew on each watch, and for crew members on day work each morning and afternoon. Such coffee breaks for day workers shall be taken at the hours of 10:00 and 15:00 when the nature of the work permits, otherwise as near as possible to those hours. For watchkeepers such coffee breaks shall be taken as near as possible to the middle of the watch, and coffee must be available,

14.03 Where overtime is worked, coffee breaks must be allowed every two (2) hours, These coffee breaks shall be given in such a way that the operations shall not be unnecessarily interrupted.

14.04 Night lunches shall be available for crews changing watches and those called to work overtime between 23:00 hrs. and 06:00 hrs.

14.05 The Company agrees to make every effort to supply fresh milk and fresh fruit and vegetables when in season, and to provide meals in full and plentiful quantity at meal hours,

14.06 When a vessel is not in operation and meals as scheduled in Article 14.01 are not prepared for and served to the unlicensed employees who have not been laid off and are on board ship, the Company shall pay to or reimburse each crew member a meal allowance as indicated in Article 16.01.

14.07 All stores and provisions issued to the crew are only for use and consumption aboard the ship, any unused or unconsumed stores or provisions remain the property of the Company and must not be taken ashore, sold or destroyed unless authorized or in accordance with accepted culinary practice or given away. Food provided shall be of the first quality, and shall be issued on the basis of full and plenty without waste,

14.08 (a) Should an employee not receive one (1) full unbroken hour to eat a meal, he shall have one-half ( $\frac{1}{2}$ ) an unbroken hour in which to eat a meal and be paid straight through the hour at the overtime rate Monday through Friday and at the double (2) time rate outside an employee's regular hours of work and on Saturday, Sunday and Statutory Holidays.

(b) Should an employee not receive one-half ( $\frac{1}{2}$ ) an unbroken hour in which to eat a meal, he shall be paid in addition to his wages earned one (1) hour at the overtime rate Monday through Friday and at the double (2) time rate outside his regular hours of work and on Saturday, Sunday and Statutory Holidays,

14.09 (a) During the repair period, when meals are not supplied on board ship and the laid-up vessel is at a distance where more than one (1) hour is required to have lunch, the Captain, Chief Engineer or the Officer in Charge, with the support



of the Company's Head Office, will grant additional time (up to thirty (30) minutes) for the lunch period.

(b) Should abuses occur involving the above-mentioned policy, the cases must be brought to the attention of the Company in order that remedial action, if necessary, may be initiated,

#### ARTICLE 15. TRANSPORTATION COSTS

**15.01** (a) The Company shall provide for an employee's transportation expenses only under the following circumstances:

- i) When the vessel is laid-up and the employee is being sent home.
- ii) When the vessel is being fitted out and the employee is being called back to the ship.
- iii) When going on or returning from regular leave entitlement as defined in Article 29.
- iv) When the employee has to get off the ship due to illness or injury or is returning to work after same. In this case he shall have to show evidence of qualification for U.I.C. or S.M.P. sick benefits or Workman's Compensation.
- v) When the employee is being transported by the Company during the course of his employment.

(b) In case of discharge for cause or leaving the ship for personal reasons, transportation costs shall be borne by the employee, Relief employees who are discharged for cause prior to fulfilling their relief duty shall bear, in addition to their own, their replacement's transportation costs.

**15.02** The Company shall provide reasonable transportation costs for an employee to travel to and from his home in Canada. These costs are to include:

- i) First class surface passage and or economy air fare and or (where no public transportation is available) two-way car allowance,
- ii) They shall provide for reasonable hotel accommodation and meal expenses when necessary, as per Article 16.01.
- iii) All reasonable out-of-pocket expenses that are not covered in (i) and (ii) above (including taxis and limousines).

- iv) **Where no public transportation is available and the employee must use his own vehicle, the Company shall pay a two-way car allowance of twenty-eight (28¢) cents per kilometre, effective June 1st, 1990. This allowance shall be increased to twenty-nine (29¢) cents per kilometre effective June 1st, 1991.**
- v) **When the vessel is located outside of Canada or in an Arctic Port, employees shall be paid for all hours spent travelling up to a maximum of eight (8) hours per day at the basic rate.**

**15.03** When an employee falls sick or is injured, it will be the duty of the Captain to see that the employee gets first-aid or medical treatment as quickly as possible. Transportation to and from the hospital or clinic shall be provided in accordance with 15.02 above. On the doctor's recommendation, an employee may be assigned to light duties for up to ten (10) days otherwise he shall be transported home.

#### **ARTICLE 16. ROOM AND MEAL ALLOWANCE**

**16.01** When the Company does not provide room and board, an employee, during the course of his employment, shall receive effective June 1, 1990 ten dollars and five cents (\$10.05) per meal. Effective June 1, 1990 fifty-nine dollars and twenty-five cents (\$59.25) shall be allowed for a room per night. Effective June 1, 1991 these rates shall be increased by the same percentage as the wage increase.

#### **ARTICLE 17. SAFETY AND EQUIPMENT**

**17.01** The Company shall make every effort to furnish and maintain safe working gear and equipment for the protection of its employees and shall continue to make reasonable provisions and rules for their safety.

**17.02** When a vessel is canalling, berthing or letting go, the Company agrees to use a Signalman in addition to the Winchman. The only exception to this is when mooring winches are side controlled.

**17.03** Two (2) men shall be used for handling mooring lines at all times, one forward and one aft. When pulling long bow and stern lines, two (2) men per line shall be used.

**17.04** Crew members required to work in cargo holds while unloading or loading operations are in progress, shall be under continuous surveillance by someone on deck.

**17.05** Members of the engine room shall not be required to work on staging or Bosun's chair while the ship is under way. Crew members shall not be required to work on staging overside while the vessel is underway.

17.06 Goggles, hard hats and respirators shall be signed for. Immersion suits which meet MOT standards shall be provided to all crew members on all vessels. It is understood that each unlicensed crew member shall be fully responsible and accountable for the suit at all times. If any of the above items are not returned at termination of employment, the Employee shall pay for the cost of replacement.

17.07 During the hours of darkness outside painting must not be performed,

17.08 First-aid kits, life preservers, life-jackets, portable life rafts, etc., shall not be stored away while on the run immediately prior to winter lay-up, nor shall the lifeboats be emptied of their equipment, permanently covered or securely lashed in preparation for such lay-up.

17.09 It is agreed that any safety regulations that the Company may now have in force for the safety of the vessel and crew, and any further safety regulations which the Company shall put into effect and bring to the attention of the crew, shall be strictly adhered to by all crew members.

17.10 It is recognized that it may be necessary for some hatches to be opened while the vessel is proceeding to a loading port and in transit when the routine cleaning of cargo compartments can be accomplished. However, due care and control must be exercised when engaged in this practice. Captains are reminded of their overall responsibilities for safety of the vessel and protection of the crew, bearing in mind the condition of the ship, prevailing and expected weather conditions and sea state.

#### ARTICLE 18. TANK, BOILER AND ENGINE CLEANING

18.01 Where it is necessary for personnel to enter into and work or do manual cleaning work inside the following:

TANKS	DIESEL OR I.C.E.	ALL BOILERS
Oil T.	Scavenger Trunks	Air Heater Spaces - Tubes
Water T.	Exhaust Manifolds	Fire Side and Furnaces
Sludge T.	Exhaust Ports	Economizers
Air bottles		Superheater Tubes - Spaces

Also for the cleaning of oil spills in excess of one (1) barrel resulting from mechanical failure or bunkering, or when removing the elephant foot from the ballast valve, or when men are working below the floor plates or gratings to clean dirty engine room bilges or tank tops, they shall be paid time and one-half (1½) the basic rate during their regular hours of work and double the basic rate outside their regular hours of work, with a minimum guarantee of two (2) hours,

18.02 All of the foregoing duties must have the prior written authorization of the Captain, Chief Engineer or Officer in charge before work is commenced.

ARTICLE 19. SCHEDULE OF WAGES

19.01 Schedule of wages in effect from June 1, 1990 to May 31, 1991 inclusive:

	Basic Hourly Wage Rate (Mon.-Fri.)	Overtime Rate per hour worked Sat & Sun & in excess of 8 hrs Mon. - Fri.	Overtime rate per hour worked in excess of 8 hrs. Sat. & Sun.
<b>Q.M.E.D.</b>	<b>18.53</b>	<b>27.80</b>	<b>37.06</b>
Able Seaman	14.61	21.92	29.22
Mechanical Asst.	14.93	22.40	29.86
Chief Cook	17.19	25.79	34.38
Second cook	13.07	19.61	26.14
Porter	12.09	18.14	24.18
<b>P.S.C.</b>	<b>18.53</b>	<b>27.80</b>	<b>37.06</b>

19.02 Effective June 1, 1991 the above schedule of wages shall be increased by the cost-of-living index increase covering the previous 12-month period ending May 31, 1991 or 5.5%, whichever is the greater,

19.03 (a) Allotment - It is agreed that any crew member, if he so desires, shall be granted allotment note of up to 70% of his basic wages, after statutory and monthly Union dues deductions,

(b) Advances - Unlicensed personnel shall be entitled to advances against their earned basic pay when in port in the currency of that port at times fixed by the Master, to the extent that funds are available.

(c) Balance of Pay - It is agreed that, if the crew member so desires and indicates on the forms supplied, the balance of wages can be forwarded monthly from the Head Office to the vessel or a designated bank account.

19.04 (a) It is agreed that the payment of wages shall be once monthly with an advance approximately equal to one-half month's basic wages, less taxes and other deductions, payable on the 16th of each month. The remainder of the basic month's salary, plus overtime and other earned increments, shall be payable on the first

of-each month with overtime and increments calculated up to the 15th of each month. Employees entering employment after the first day of the month shall receive such advances as herein provided on a daily pro-rata basis, except in cases of severance from employment,

(b) When a vessel arrives in a Canadian or U.S. port on the first of the month or later, the crew will be paid before the vessel sails from that port.

19.05 When an employee is paid off a vessel, he shall, effective June 1, 1990, receive in cash an amount up to seven hundred fifty dollars (\$750.00) or less, depending on his accrued credits if requested by the employee, Each employee on termination will be given a temporary U.I.C. separation certificate enabling the employee to immediately apply for his unemployment benefits.

19.06 The payment owing a permanent employee when paying off the vessel for time-off or lay-up shall be postmarked no later than twelve (12) clear banking days from the date of his disembarkation.

#### ARTICLE 20 WORK WEEK AND OVERTIME

20.01 The regular work week shall be forty (40) hours, consisting of five (5) days of eight (8) hours per day, Monday through Friday. The regular work day shall be eight (8) hours per day on each day from Monday to Friday, inclusive.

20.02 Each employee shall receive wages at the appropriate basic hourly wage rate for each job classification as stipulated in the Schedule of wages contained in Article 19 hereof, for eight (8) hours per regular work day (Monday through Friday) whether or not he is called upon to work the said full eight (8) hours, provided that he is available for work during the said eight (8) hours.

20.03 Considering that the operation of ships is of a continuous nature and that consequently work must be performed in excess of the regular work week, it is agreed that overtime shall be paid for such work in accordance with the following provisions. It is further agreed that no employee shall be required to perform more than sixteen (16) hours of continuous work, excluding meal hours, in a twenty-four (24) hour period.

20.04 During the navigation season, while the vessel is on the run or at anchorage, the Company agrees to make available to non-watchkeepers in the deck and engine room departments, eight (8) consecutive hours of work at the overtime rate between the hours of 08:00 and 17:00 on Saturday or if not worked on Saturday, between the same hours on Sunday in every week.

20.05 The overtime rate is defined as being one and one-half (1½) the applicable basic hourly wage rate for each job classification as stipulated in the Schedule of Wages contained in Article 19 hereof.

20.06 The overtime rate shall be paid for the first eight (8) hours worked on Saturday and Sunday and for all hours worked in excess of eight (8) per day Monday through Friday. For hours worked in excess of eight (8) on Saturdays and Sundays, the rate of pay shall be double time,

20.07 An employee performing overtime work which ceases before the expiration of one (1) hour shall nevertheless be credited with one (1) hour's overtime. After the first hour of overtime, each further period of one-half ( $\frac{1}{2}$ ) hour shall entitle the employee to one-half ( $\frac{1}{2}$ ) hour at the overtime rate.

20.08 When men are called out to work on overtime and then "knocked off" for less than two (2) hours, excepting where a man is recalled for his regular duties, overtime shall be paid straight through.

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

20.10 Overtime payment shall not be duplicated for any hour of work, i.e., there shall be not pyramiding of overtime.

20.11 An employee who is not on regular duty when called for overtime work shall be allowed as a general practice thirty (30) minutes in which to dress. Otherwise overtime shall commence at the actual time such employee reports for duty, and such overtime shall continue until the employee is released,

20.12 Within twenty-four (24) hours of completion of any overtime work, the employee and the officer in charge shall both sign duplicate overtime sheets recording the duration of such work. One (1) copy of the sheet shall be given to the employee and the other retained by the Captain. In the event a question arises as to whether work performed is payable as overtime, or if the claim is rejected, the Senior-Officer must sign "Disputed" and indicate the reason(s) for non-approval. In the case of a dispute, the matter shall immediately enter the Grievance Procedure as provided for in this Agreement,

20.13 The Company agrees to supply overtime books or sheets for the purpose of keeping a record of overtime worked. Where the Company fails to supply the said overtime books or sheets, employees' overtime claims shall be considered as valid on any form of paper.

20.14 Overtime shall be divided as equally as may be reasonably practicable among the employees who normally perform the work.

20.15 Watchkeepere shall have the right to select their watch by seniority once per year on January 1st. The Captain shall have the right to alter watchkeepers should he consider it necessary on occasion for the safe navigation of the vessel.

**ARTICLE 21. HOURS OF WORK**

21.01 (a) The regular hours of work for all employees who are assigned to standard watches (i.e. watchkeepers) shall be eight (8) hours during each calendar day on a three (3) watch system, so that four (4) hours on watch shall be followed by eight (8) hours off watch, except when in the Captain's or Chief Engineers' discretion it is deemed advisable to break watches while a vessel is in port, anchored or not otherwise under way.

(b) When watches are so broken and "day work" is undertaken, then hours of work shall be from 08:00 hrs. to 17:00 hrs, and no employee shall be called upon to work more than eight (8) hours during each calendar day without payment of overtime, taking into consideration watches which he has stood before "day work" commenced or which he will stand on completion of "day work".

21.02 (a) The regular hours of work for non-watchkeepers in the Deck and Engine Room Departments shall be any eight (8) hours in a spread of eleven (11) hours from 06:00 hrs. to 17:00 hrs., Monday through Friday.

(b) Non-watchkeepers are those employees who are not assigned to standard watches. They may include the following classifications: Able Seaman, Mechanical Assistant, and also all other employees who have not been assigned to standard watches excluding members of the Steward's Department who are covered under Article 21.04.

21.03 When employees of the Deck Department are required to do spray painting, they shall be "knocked off" one-half ( $\frac{1}{2}$ ) hour early to clean up. Coveralls and respirators will be supplied.

21.04 The regular hours of work for Chief Cooks, Second Cooks, P.S.C.s and Porters, who are also classified as non-watchkeepers, shall be eight (8) hours during each calendar day, in a spread of twelve (12) hours as determined by the Captain from time to time. The Company undertakes to post a working schedule aboard all ships so that each member of the Steward's Department will be aware of this actual duty time. Members of the Steward's Department will be paid the applicable overtime rate for all work performed outside their posted working schedule, provided such work has the prior approval of the Captain.

21.05 (a) Between the hours of 06:00 on Saturday and 06:00 on Monday, and between 17:00 hrs. and 06:00 hrs., on weekdays, watchkeeping employees shall perform only necessary work, Necessary work may include the following:

i) Navigation duties, including the keeping of watches.

ii) Docking, undocking, handling of mooring lines, preparing for loading and unloading of the vessel including ballasting and deballasting.

iii) Battening down, opening up and closing of hatches, securing the vessel in preparation for the voyage.

iv) Washing down by the Deck Department immediately after loading and unloading of cargo.

v) Cleaning of cargo holds if it is necessary to avoid delay to the immediate loading of cargo and/or water ballast.

vi) Sanitary work, which shall include cleaning the wheelhouse, wheelhouse windows and mopping out wheelhouse, also rinsing down the forward and aft housing. It shall also include sweeping and general cleaning of quarters, washrooms, hallways, recreation rooms and messrooms, burning and/or other required methods of garbage disposal, It is understood that any of the above mentioned sanitary work may be performed on Sunday only if it cannot wait until the following regular work day.

vii) Taking on board fuel and stores required for the continuous operation of the vessel.

viii) Sweeping, mopping, wiping and cleaning floor plates and deck oil in machinery space areas including the exterior of main engines and auxiliaries.

(b) "Necessary work" shall not include scraping, chipping, painting or soogeeing. Watchkeeping employees, excluding watchkeeping ordinary seamen between the hours of 06:00 and 17:00 on Saturday and/or Sunday, required to perform work not described in this **Section 21.05 (a), paragraphe i) to viii)**, shall be paid overtime outside the hours of 06:00 to 17:00 Monday through Friday and between the hours of 06:00 to 17:00 on Saturday and Sunday and Statutory Holidays, the rate of pay shall be double time.

21.06 Whenever possible, and the vessel is in port, Saturday and Sunday shall be given off. Every consideration shall be given to reasonable requests for time off in 'port for the purpose of obtaining the necessities of life.

21.07 (a) Should a watchkeeper fail to report at his regular post at the beginning of his watch, his mate on the preceding watch shall remain on duty until a substitute is secured. The missing employee, when he reports, may then work extra time so that each will have worked only his regular eight (8) hours for that day. If it is necessary to pay overtime because of these circumstances, the additional cost will be deducted from the wages of the employee who was missing from his watch.

(b) Should a vessel be short of a watchkeeper, the remaining two (2) watchkeepers will go on six (6) hour watches until a suitable replacement can be secured. Should a vessel sail from port short one or more watchkeepers, the Captain or Chief Engineer may promote on a permanent basis a member of the vessel's crew to reestablish the three (3) watch system.



21.08 The Company agrees that all vessels shall be manned with crews sufficient and efficient to meet the requirements of the operations.

21.09 When a vessel sails without a full complement of day workers through negligence in not requesting replacements through an S.I.U. Dispatch Hall, the wages of the absent members will be divided equally among the remaining day workers in that Department, As well, recognizing that the crew is at its busiest when the ship is in Port, the Company will ensure that all vacancies are filled as expeditiously as possible so as to avoid undue hardship.

21.10 When men standing sea watches are promoted for the purpose of replacing men who are injured, sick or absent, they shall receive the differential in pay while so acting.

21.11 Employees required to remain on board in port after the completion of their watches or the regular day work, for reasons other than those listed in Article 32.01, shall be paid all hours required to remain on board at the appropriate hourly rate.

#### ARTICLE 22. LONGSHORE WORK BY THE CREW

22.01 (a) If an employee is required to perform any work usually done by Longshoremen, such as operating cargo winches for the purpose of loading or unloading cargo or the handling of cargo, including dunnage, he shall perform such work and shall be paid time and one half (1½) the basic rate during regular hours of work Monday through Friday, and two (2) times the basic rate outside the regular hours of work Monday through Friday and for all hours worked on Saturday, Sunday and Statutory Holidays.

(b) It is understood that shovelling spillage into the cargo hold shall be classed as work usually done by Longshoremen and shall therefore warrant the payment of the Longshore rate.

22.02 The watch on deck may be required to secure cargo, research equipment and ship's gear without the payment of overtime between the hours of 08:00 and 17:00 weekdays. If a watch below is called to secure cargo, it shall be paid at the regular overtime rate.

#### ARTICLE 23. STEWARD'S DEPARTMENT

23.01 Routine duties for members of the Steward's Department include the supervision, preparation and serving of the regular meals, the preparation of night lunches, the cleaning and maintaining of the quarters of the licensed personnel and of all dining and messrooms, galley, pantries, storerooms, linen rooms, all departmental equipment, and routine cleaning of refrigerating spaces, but not to include work covered in 23.05 below.

23.02 With respect to the cleaning and maintaining of washroom and toilet facilities of the licensed personnel, the work day shall be so scheduled by the Purser Steward Cook or Chief Cook that

members of the Steward's Department will perform this work during periods when they are not actively engaged in the preparation of food.

23.03 It is understood that on vessels having at least three employees in the Steward's Department, neither the Purser Steward Cook nor Chief Cook nor the Second Cook will be required to clean toilets other than their own.

23.04 In addition to his regular hours of work, one (1) hours' overtime per week will be allowed to one member of the Steward's Department for the purpose of issuing clean linen, Laundry and Linens shall not be issued while meals are being served.

23.05 In addition to his regular hours of work, two (2) hours' overtime per month will be allowed to one member of the Steward's Department each time the walk-in-refrigerating spaces are defrosted and cleaned, provided such work is approved in advance by the Captain, Chief Engineer or Officer in Charge.

23.06 In addition to his regular hours of work, two (2) hours' overtime per month will be allowed to each member of the Steward's Department for the purpose of storing provisions and supplies during normal working hours.

23.07 Members of the Steward's Department shall be paid their specified overtime rate for all work performed outside of their posted eight (8) hour working schedule providing such work is authorized by the Captain, Chief Engineer or Officer in charge,

23.08 (a) When the Steward's Department employs less than five (5) persons and where persons other than the crew members and officials of the Company are lawfully carried aboard, the Company agrees to pay ~~seven dollar8 and ninety-four cents~~ **(\$7.94)** effective June 1, 1990 per day for each person, to be distributed equally among the members of the Steward's Department. While the ship is in port, if meals are supplied to any persons who are not members of the crew, ~~unlicensed crew members' families~~ or officials of the Company, the Company agrees to pay ~~two dollar8 and ninety-six cents~~ **(\$2.96)** per meal effective June 1, 1990 to be equally distributed among the members of the Steward's Department, provided that the provisions of this clause shall not apply to pilots.

(b) Effective June 1, 1991 these rates shall be increased by the ~~same~~ percentage as the wage increase.

23.09 The Company shall supply aprons to all members of the Steward's Department and also, if uniforms are required aboard any vessel, the Company shall supply them, and these shall be laundered at the Company's expense.

23.10 (a) When a member of the Steward's Department has completed a full navigational year with the same Company and has worn whites their own whites, the Company shall pay him an allowance of ~~eighty-eight dollars and eighty-seven cents~~ **(\$88.87)**

**effective June 1, 1990** at the end of the season, These articles shall be laundered at the Company's expense.

**(b) Effective June 1, 1991 this rate shall be increased by the same percentage as the wage increase.**

ARTICLE 24. INTERRUPTION OF WORK

24.01 It is agreed that there shall be no strikes, walkouts, lockouts, secondary boycotts, or other similar interruptions of work during the term of this Agreement or any renewal thereof, and disputes and grievances shall be adjusted through the regular channels established in the Grievance Procedure.

24.02 There shall be no discrimination, interference, restraints, or coercing by the Company against any employee because of membership in the Union. The Union agrees not to intimidate or coerce or threaten employees in any manner that will interfere or hinder the effective carrying out of this Agreement and the principles contained herein, and will assist and cooperate with the Captain, Chief Engineers and Executives of the Company in maintaining discipline aboard ship.

24.03 It is agreed for the purpose of this Agreement that the refusal of an employee to pass through a lawful picket line shall not be construed as a violation of this Agreement and shall not be reason for dismissal.

24.04 It is agreed that any vessel under Foreign-Going Articles as defined by the Canada Shipping Act and subject to the Memorandum of Agreement between the parties, shall continue to operate on foreign voyage notwithstanding any labour disputes (e.g. strikes, lockouts or other interruptions of work) involving inland and/or home trade voyages as defined by the Act.

ARTICLE 25. SHORT PERIOD LAY-UP

25.01 The Company shall have the right to recall employees from a lay-off of less than ten (10) consecutive days without making up the loss in basic pay occasioned by such lay-off provided that the period of employment for which the employee is so recalled shall not be less than five (5) days.

ARTICLE 26. SAILING TIME

26.01 A sailing board shall be posted adjacent to the gangway immediately upon the arrival of the vessel in port. The time and date of sailing, together with destination if known, shall be placed upon the board, Where the sailing time is tentative it shall be so stated, and the expected sailing time shall be posted as soon as possible.

26.02 All crew members shall be required to report on board and be available for duty at least two (2) hours before time of sailing, as posted on the Notice Board.

26.03 If a crew member misses a vessel due to the fact it sails before the posted sailing time, he shall notify the Captain by radio telephone within two (2) hours of the original posted sailing time, and if such crew member rejoins the vessel at the first point where it can be boarded, he shall be reinstated, provided he notifies the Captain of the vessel as soon as possible of his intention to rejoin the vessel and shall be reimbursed transportation cost. Such shall not constitute a break in service.

26.04 If a crew member misses a vessel due to circumstances beyond his control, he shall be reinstated provided he promptly notifies the Captain of the vessel or the Company Office of his intention to rejoin the vessel and rejoins the vessel at the first point where it can be boarded. All transportation costs will be borne by the employee. Should said member rejoin the vessel, any overtime costs incurred as a result of him missing the vessel shall be recouped by the company at the employee's choice of either working additional watches or time owed or payment through payroll deduction,

#### ARTICLE 27. MARINE DISASTER

27.01 An employee covered by this Agreement, while employed by the Company, who suffers loss of clothing or other personal effects because of a marine disaster or shipwreck shall be compensated by the Company, for such loss, up to a maximum of two thousand dollars (\$2,000.00).

27.02 An employee or his estate making a claim under this Article shall submit reasonable proof to the Company for the actual value of the loss suffered. Such proof shall be a signed affidavit listing the individual items and values claimed.

#### ARTICLE 28. OFFICER CADETS

28.01 officer Cadet8 shall be confined to either regular watches or to one watch per day and four (4) hours' labour between 08:00 hrs and 17:00 hrs. daily. Where a cadet is assigned to a watch, he shall be in addition to the regular unlicensed watchkeeper and in no event shall he be considered a substitute or replacement.

28.02 On no account shall Officer Cadets replace unlicensed personnel in performing overtime work, and in the event cadets perform such work, the overtime payment applicable shall be paid to the unlicensed personnel who would otherwise have performed the work.

28.03 While articulated on any vessel, Cadets shall pay the monthly Union dues required of Union members.

28.04 Unlicensed crew members shall not be required to share or move from their assigned quarters to accommodate an Officer Cadet.

28.05 It is agreed that this collective agreement will hold no jurisdiction over the approved teaching curriculum of Officer Cadets.

ARTICLE 29. TIME OFF

29.01 (a) All crew members shall be entitled to take time off from their ships after having been employed under this contract for one hundred and twenty (120) days and must take time off prior to having been employed for more than one hundred and eighty (180) days.

(b) The right to take leave shall be conditional upon the ship having a minimum of qualified regular employees who are familiar with the ship's operations. Accordingly, these minimums are as follows:

- 1 QMED
- 3 Able Seamen
- 2 Mechanical Assistants
- 2 Galley Staff

29.02 Transportation costs to the employee's home, from the port of signing off and return to the vessel shall be paid by the Company in accordance with Article 15.02. In Canada leave shall not be granted from an Arctic port. In Europe leave will only be granted from a western European port.

29.03 Crew members taking leave shall be granted leave for a minimum period of thirty (30) days and a maximum period of ninety (90) days. It is understood that the Company has the right to require a crew member to rejoin the ship any time after sixty (60) days of leave have been completed by a crew member provided the Company gives a seven (7) day notice.

29.04 Relief employees dispatched to fill a vacancy for leave purposes shall, should another relief vacancy occur for leave purposes, remain on board and fill the position if he is qualified.

29.05 Employees who leave the vessel of their own accord prior to the four (4) month period referred to above shall be responsible for the costs of repatriation outlined in Article 15.01(b).

29.06 Ten (10) days notice must be given to the Captain by employees intending to take their leave as accrued under 29.01 above.

29.07 Employees may take leave in a Canadian port subject to 29.02 prior to the four (4) months of continuous employment as long as there is no cost to the Company and a replacement can be supplied by the Union.

29.08 Crew members joining the vessel Arctic in Europe shall be given eight (8) clear hours of rest upon joining before taking up duties.

ARTICLE 30. DISCRIMINATION

30.01 In addition to the anti-discrimination provisions contained in applicable legislation, the Company shall not discriminate against any employee for legitimate Union activity or on grounds of mother tongue when an employee's mother tongue is either of the two official languages of Canada.

ARTICLE 31. TANKERS

31.01 Where the unlicensed crew members are requested to go ashore to handle, connect or disconnect hoses, they shall be paid time and one-half ( $1\frac{1}{2}$ ) the basic rate during regular hours of work and two times the basic rate outside the regular hours of work and on Saturdays, Sundays and Statutory Holidays. On vessels with a pump room, where a pumpman or fifth engineer is carried as part of the regular crew, the overtime rate will be paid to unlicensed employees required to perform the cargo duties of a pumpman or fifth engineer,

ARTICLE 32. SHORE LEAVE

32.01 Crew shall be granted shore leave during regular hours off duty in port, weather and other conditions permitting, but where owing to regulations of the immigration or local authorities, shore leave is impossible, the Captain is required to make the crew fully aware as to why shore leave cannot be granted, It is the intention of the Company to provide launch service, where possible, during prolonged periods at anchor,

ARTICLE 33. RELIEVING FOR MEALS

33.01 In port when the 12 to 4 watch are required to remain on board to relieve the 4 to 8 watch for supper, they shall receive a minimum payment of one (1) hour's overtime for each meal in addition to their regular basic wages.

33.02 The 12 to 4 watchkeepers shall complete their normal watch at all times while the vessel is in port, anchored or not otherwise underway. Likewise, the 4 to 8 shall not be required to commence his watch before 16:00 hrs. and shall normally be granted one-half ( $\frac{1}{2}$ ) hour to eat on Company time.

ARTICLE 34. MANNING SCALE

34.01 It is agreed between the parties that the Unlicensed manning scale of all existing vessels covered by this Agreement shall be the manning scale of which is in effect on June 1, 1990. Under no circumstances shall there be any reduction of these manning scales during the life of this Agreement unless mutually agreed upon between the parties. The Union recognizes that automation may result in certain reductions in the engine room and these changes will be subject to the Canada Labour Code, Part I, Sections 51 to 55.

ARTICLE 35. CREW ACCOMMODATIONS

35.01 The Company agrees to survey existing vessels with respect to the adequacy of insulation against engine room and other noises, insulation against heat and cold, and ventilation and heating in the unlicensed crew's accommodation. If any deficiency is found, giving consideration to the particular class of vessels the Company will make every effort to find a reasonable solution. If such a solution can be found, the necessary work will be carried out as soon as circumstances permit,

35.02 The Company agrees that on all existing vessels where there are empty rooms available in the unlicensed quarters, these shall be made available to the unlicensed personnel, Cadets or Company Officials. The Company further agrees to provide single room accommodation on newly constructed vessels.

35.03 The Company shall see that all quarters assigned for the use of the employees are kept clean, tidy, lighted and ventilated insofar as it is practicable to do so. The Company and the employees shall cooperate to the fullest in keeping living quarters clean and tidy at all times. The Company agrees to fumigate all quarters whenever such fumigation is necessary to free them of vermin. Crew's quarters to be painted when necessary. Any inspection of any crew member's cabin shall be done in the presence of the member or the ship's delegate if the member is not present.

35.04 (a) Seamen are, in their own time, to make their bunks and keep their sleeping quarters and lockers clean and tidy.

(b) Seamen assigned for the purpose to thoroughly clean said quarters shall be allowed one (1) hour per week on the Company's time to effect such clean out.

(c) For the purpose of this section, it shall be the duty of a responsible officer to make arrangements for adequate time for cleaning of quarters required to be done on the Company's time, and personnel necessary to do the work, This work shall be carried out to the satisfaction of the Captain or Officer in charge.

35.05 No pets to be carried on board ship by any of the personnel.

ARTICLE 36. SUCCESSOR RIGHTS AND OBLIGATIONS

36.01 The Company agrees not to lease or charter any vessel which it has sold and which was previously manned by employees subject to the present collective agreement, unless;

i) Prior to the sale, the purchaser agreed in writing to recognize the Union as the exclusive bargaining agent for the unlicensed personnel aboard the said vessel and to apply the terms of the present collective agreement; or

- ii) The vessel is leased or chartered without an unlicensed crew; or
- iii) The parties agree otherwise,
- iv) The Company agrees when selling a vessel that the Union will be notified of such sale.

ARTICLE 37. FRINGE BENEFITS

37.01 It is agreed between the parties that the increase in contributions payable to the Seafarers' Medical Plan, the Seafarers' International Union of Canada Pension Plan and the Seafarers' Hiring Hall Fund provided in the Memorandum or Understanding between the parties, shall be effective on June 1st, 1990.

ARTICLE 38. LEAVE OF ABSENCE

38.01 (a) After completion of sixty (60) days of continuous employment with the same Company, an employee will be granted bereavement leave when death occurs to a member of an employees immediate family, that is, his father, mother, spouse, child, brother, sister, parents-in-law and grandparente. The employee granted leave to attend the funeral will be paid at his basic rate for time lost up to a maximum of five (5) days.

(b) In the case of a wife, husband or children, the above mentioned leave period of five (5) days shall be increased by one (1) day for each one thousand (1,000) kilometres from the port of disembarkation to the place where the funeral is held up to a maximum of ten (10) days.

38.02 An unlicensed crew member shall be entitled to receive from the Company a reasonable leave of absence from his employment without pay in the event of either illness or injury to himself or a member of his immediate family, that is, his wife, brother, sister, children, parents, parents-in-law and grandparents.

38.03 An employee may request paternity leave without pay at least six (6) weeks prior to the expected date of the birth of his child and shall be granted paternity leave for a maximum period of thirty (30) days without pay.

38.04 All claims under this Article must be supported by proper medical or bereavement evidence upon returning to the vessel, otherwise the employee forfeits his right to employment with the Company.

38.05 Any employee shall assist the Company to recover medical expenses that may be recoverable under their provincial medical plan.



ARTICLE 39. EMPLOYEE'S FILE

39.01 The employer agrees not to introduce as evidence in a hearing related to disciplinary action any document from the file of an unlicensed employee, the existence of which the unlicensed employee was not aware at the time of filing or within a reasonable period thereafter.

39.02 Upon written request of an unlicensed employee, notice of disciplinary action which has been placed on the personal file of the unlicensed employee shall be destroyed after two (2) years have elapsed since the disciplinary action was taken provided that no further disciplinary action has been recorded during this period.

39.03 Upon written request of an unlicensed employee, the personal file of that employee shall be made available once per year for the examination in the presence of an authorized representative of the employer.

39.04 **Article 39.03** also applies when an unlicensed employee is off ship on leaves of absence due to the following:

- i) Sickness;
- ii) Accident at work;
- iii) While laid off by the Company, if the unlicensed employee has been given Notice of Intent, or;
- iv) For any leave of absence authorized by the Company.

ARTICLE 40. RELIEF FOR TIME OFF AND CHANGING WATCHES

40.01 Mutually satisfactory arrangements for relieving each other in order to secure time off in port may be made between the unlicensed personnel and the Captain of the Vessel or the Officer in Charge. In no event where mutual arrangements have been made will overtime be paid for the person carrying out the duties.

40.02 Time customarily used in changing and relieving watches shall not be considered as overtime.

ARTICLE 41. RETROACTIVITY

**41.01 Retroactivity will be paid on all wages, premiums, statutory holidays, contributions to the SIO of Canada Hiring Hall Trust Fund, the SIO of Canada Pension Plan, the Seafarers' Medical Plan, overtime and for all hours worked starting June 1, 1990.**

ARTICLE 42. RECREATION FACILITIES

42.01 On all new ships being built for the Company, sufficient space shall be allotted for the building of an exercise room for



the crew. Such rooms shall be furnished with appropriate exercise equipment.

42.02 All Company vessels shall be provided with at least one recreation room or area for the unlicensed crew. Such rooms shall be provided with adequate furnishings, such as tables, chairs and settees, and these furnishings shall be maintained in good repair. Where practicable, such rooms shall also be supplied with air conditioning.

42.03 The Company shall provide at least one colour T.V. (with antenna) and V.C.R. for the unlicensed crew's recreation room or area. On vessels with a central V.C.R. system the unlicensed crew will have access to the system.

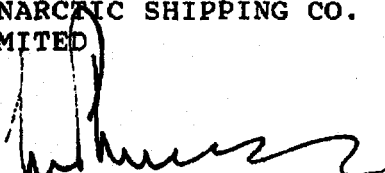
42.04 Where there are two recreation rooms the Company agrees to provide air conditioning in both recreation rooms. In recognition of the Company's concern for the comfort of the crew, a study will be made to determine the feasibility of air conditioning in the unlicensed crew's quarters. Where this is not feasible, the Company will sit down with Union representatives and analyze the reasons why this cannot be done.

ARTICLE 43. DURATION OF AGREEMENT

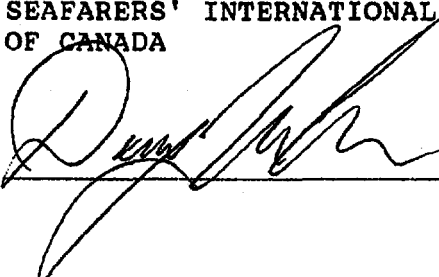
43.01 This Agreement shall become effective as from June 1st, 1990, unless otherwise noted herein and shall continue in full force and effect until May 31st, 1992, inclusive, and thereafter from year to year unless or until either party serves written notice on the other party to the contrary at least one hundred and fifty (150) days prior to May 31st, 1992 or one hundred and fifty (150) days prior to May 31st, of any subsequent year.

Signed, subject to ratification by both the Company and the Union, on the 28th day of September, 1990, at Ottawa, Ontario.

CANARCIC SHIPPING CO.  
LIMITED

  
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SEAFARERS' INTERNATIONAL UNION  
OF CANADA

  
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APPENDIX "A"

QUALIFIED MEMBER OF THE ENGINE AND DECK (QMED)

GENERA

PTI

Under the general direction of the Chief Engineer and Chief Officer, the QMED is responsible for organizing and supervising Deck and Engine ratings as required, monitoring stores, carrying out deck and machinery maintenance and promoting safe working practices.

These duties will include, but will not be limited to:

1. Supervising Deck or Engine ratings as required.
2. Assisting in cargo and ballast operations which includes the duties normally associated with a Pumpman.
3. Assisting with the preparation and cleaning of cargo holds and tanks.
4. Supervising the loading and off-loading of ship's stores and equipment.
5. Keeping Deck and Engine store rooms clean, organised and keeping an inventory.
6. Promoting safe working practices.
7. Performing general maintenance and repair duties on Deck, in the Engine Room and in the accommodation including the vessel's hull and fittings. This includes supervising the Deck and Engine ratings when engaged on maintenance work and effecting quality control.
8. Keeping records of rating shipboard tasks and hours worked.
9. Assist with mooring, docking or undocking as directed.
10. Double up as Deck or Engine watchkeepers if and when required.

APPENDIX "B"

PURSER STEWARD COOK (PSC)

GENERAL DESCRIPTION:

Under the direction of the Master the PSC is responsible for the supervision of the Catering Ratings thereby ensuring acceptable standard of feeding and cleanliness, control of catering stores including bonded stores and giving clerical support as required.

The PSC will be responsible in particular for:

1. Supervising Catering Ratings.
2. Ensuring that accommodations, messrooms, galley, pantries, store rooms, toilets and public rooms are kept clean and tidy.
3. Ensuring that food is of good quality, properly prepared and constitutes a healthy balanced diet. This includes menu planning.
4. Ensuring the efficient use of stores, thereby controlling their consumption and keeping victualling coats within the company guidelines. This includes keeping formal victualling records and reporting these to the Master as required.
5. Ensuring that provisions serviced on board are of good quality and as ordered. Poor quality stores must be rejected and the Master informed so that payment can be adjusted.
6. Ensuring that food and meals are provided as required under Union agreements, also additional meals as required.
7. Keeping records of food stores, bonded stores and catering Department chandlery and equipment.
8. Maintaining linens, bedding and furnishings in good order and keeping adequate stocks of clean linen.
9. Assisting in the galley if and when required.
10. Issue and control of bonded stores and keeping records as required.
11. Preparing manifests, stores lists, new lists and other items as required for customs clearance.

- '12. Assist the Master with the payment of cash advances, calculating wages, and any other shipboard accounting as required.
13. Give clerical support to the Master as required, including preparing articles of agreement and associated forms when signing crew off and on.
14. Recording data and operating the ships computer as required.
15. Any other items normally associated with the duties of a Purser, Cook or Chief Steward.

APPENDIX "C"

EXPERIENCE AND QUALIFICATION REQUIREMENTS FOR M.V. ARCTIC

1. Qualified Members of Engine Room and Deck (QMED)

- Minimum Experience:
- 4 Years sea service including 12 months service on an oil tanker
  - A proportion of this service must have been on Foreign Going voyages
  - Experience with Crude Oil Washing and inert Gas (COW/IG)

- Minimum Qualifications:
- (a) MED II
  - (b) Bridge or Engine Watchman Certificate
  - (c) Tanker Safety Endorsement

2. Able Seaman (AB)

- Minimum Experience:
- 4 Years sea service including 6 months service on an oil tanker
  - A proportion of this service must have been on Foreign Going voyages

- Minimum Qualifications:
- (a) MED II
  - (b) Bridge Watchman Certificate
  - (c) Tanker Familiarisation Course

3. Mechanical Assistant (MA)

- Minimum Experience:
- 3 Years sea service including 6 months service on an oil tanker

- Minimum Qualifications:
- (a) MED II
  - (b) Engine Watchman Certificate
  - (c) Tanker Familiarisation Course

4. Purser Cook Steward (P/C/S)

- Minimum Experience:
- 2 Years service as Chief Cook with responsibilities of purchasing stores and capable of handling the

duties of a Purser. Equivalent shore experience will be considered.

Minimum Qualifications: - (a) Certificate as Ship's Cook  
- (b) MED II

5. Chief Cook

Minimum Experience: - 1 Year sea service as 2nd Cook/Baker or above

Minimum Qualifications: - (a) Certificate as Ship's Cook  
- (b) MED II

6. Second Cook

Minimum Experience: - Ability to bake bread, pies & cake from basic ingredients & not from prepared mix  
- 12 months galley service

Minimum Qualifications: - (a) MED II

7. Porter

Minimum Experience: - Adequate training at sea or ashore as a Porter

Minimum Qualifications: - (a) MED II

APPENDIX "D"

MANNING SCALE

With reference to Article 34, Manning Scale, the attached crewing lists accurately reflect each ships unlicensed compliment as of June 1st, 1990. Any changes or alterations, which must, as per Article 34 be mutually agreed to will be cause to issue a new list showing the revision date,

M/V ARCTIC

- 6 Able Seamen
- 2 Q.M.E.D. (Qualified Member Engine Room and Deck)
- 4 Mechanical Assistants
- 1 P.S.C. (Purser Steward & Cook)
- 1 Chief Cook
- 1 Second Cook
- 2 Portera

When the vessel is operating and not carrying supernumeraries the Company shall have the right to reduce the Steward's Department from five (5) members to four (4) members rotating the leave schedule of existing permanent employees.



APPENDIX "E"

SAFETY AND EQUIPMENT

It is recognized that many clauses in Article 17 of the current Collective Agreement are covered in either Government Regulations or the Canarctic Marine Safety Handbook which will be distributed to all crewmembers. Therefore, the parties have agreed to delete various clauses in deference to these other sources. All Safety and Safety Equipment matters shall be governed by Company policy, Government:Regulations and the Marine Safety Handbook 1990 Edition.

Any further changes to Article 17 will be discussed with the Union about the necessity of adding the changes to the Handbook. Any future modification to the Marine Safety Handbook shall be firstly discussed with the Occupational Health and Safety Labour-Management Committee.

It is further understood that all safety equipment mentioned in the Marine Safety Handbook be supplied by the Company unless otherwise provided for in the Collective Agreement.

APPENDIX "F"

LEAVE SYSTEM AND CONSOLIDATED PAY

In order to create a leave system more in keeping with Deep-Sea Operations, the Company and the Union will meet during the course of the first year of the contract to discuss and draft a leave system that is more appropriate. The criteria that will be looked at will be the methods to best ensure that regular employees are well qualified and trained and that there is a minimum of employees on the ship who are unfamiliar with the unique operation involved.

Towards this end, some of the concepts that will be discussed will include a layday system that will provide for permanent relief employees.

As well, the parties will discuss the possibility of instituting a consolidated pay system in order to generate a better atmosphere of cooperation and involvement on board the vessel.

Furthermore, the intent of the parties is to develop such systems for implementation, on a trial basis, during the second year of the Collective Agreement.

UM OF AGREEMENT

BETWEEN

CANARCTIC SHIPPING CO. LTD.  
(hereinafter referred to as " the Company ")

AND

SEAFARERS' INTERNATIONAL UNION OF CANADA  
(hereinafter referred to as " the Union ")

AN OCCUPATIONAL HEALTH AND SAFETY  
LABOUR-MANAGEMENT COMMITTEE  
Terms of Reference

Article I

An Occupational Health and Safety Labour-Management Committee is established to promote safe and healthy working conditions for persons employed on board **Company ships**. It will not deal with matters such as operational safety or public safety. The Committee will consist of the following:

- (a) One (1) representative of the Company;
- (b) One (1) representative of the Union;

Article II

The Committee shall meet on the second Tuesday of each month and when meetings are required on an urgent basis as a result of an emergency or other special circumstance, the Committee shall meet as required.

Article III

The notice of meetings as set forth previously shall be sent by the appointed Secretary of the Committee.

Article IV

The Committee shall keep accurate records of all matters that came before it and shall keep minutes of its meetings and shall make such minutes and records available to all members of the Committee.

Article V

The Committee has the following duties to perform:

a) Shall receive, consider and expeditiously dispose of general complaints relating to safety and health of the employees and/or the **Company**.

b) Shall maintain records pertaining to the dispositions of complaints relating to the safety and health of the employees and/or the **Company**.

c) Shall cooperate with any occupational health service established to serve the work place;

d) May establish and promote safety and health programs for the education of the employees represented by the Committee;

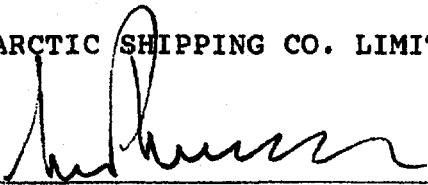
e) May develop, establish and maintain programs, measures and procedures for the protection or improvement of the safety and health of employees;

fi Shall ensure that adequate records are kept on work accidents, injuries and health hazards and shall monitor data relating to such accidents, injuries and hazards on a regular basis;

g) May request from the employer such information as the Committee considers necessary to identify existing or potential hazards with respect to materials, processes or equipment on board any vessel owned or operated by **the** Company.

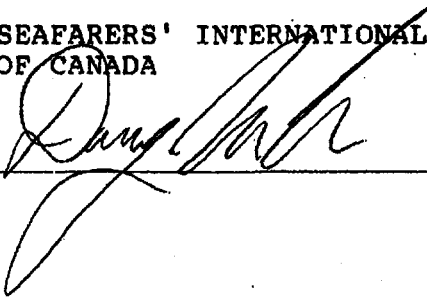
Dated this 28th day of September, 1990 at .Ottawa, Ontario.

CANARCTIC SHIPPING CO. LIMITED



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SEAFARERS' INTERNATIONAL UNION  
OF CANADA



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MEMORANDUM OF UNDERSTANDING

ENTERED INTO BETWEEN

CANARCTIC SHIPPING CO. LTD  
(hereinafter referred to as "the Company")

AND

SEAFARERS' INTERNATIONAL UNION OF CANADA  
(hereinafter referred to as "the Union")

The parties agree by Memorandum of Understanding that effective June 1st, 1990 the Company will make contributions to the following plans as indicated below:

SEAFARERS' MEDICAL PLAN

The Company agrees to make contributions of **three dollars and eighty-five cents (\$3.85)** per job per payroll day effective June 1, 1990. Said contributions to be made to the existing Seafarers' Medical Plan.

Where a member is entitled to draw benefits under the Seafarers' Medical Plan, the Company agrees to continue Seafarers' Medical Plan contributions during any period the employee is off work as a result of compensable disability or illness up to a period of twenty-four (24) months for the same compensable disability or illness.

Effective June 1, 1991 *this* rate shall be increased by the same percentage as the wage increase.

S.I.U. OF CANADA PENSION PLAN

The Company agrees to make a monthly contribution to the Seafarers' international Union of Canada Pension Fund for each employee covered by the pension agreement of six percent (6%) of the basic wages of each said employee,

Effective January 1, 1991 the monthly contribution shall be based on six percent (6%) of the basic hourly wage rate of eight (8) hours per day worked to a maximum of two hundred and five (205) hours,

Effective January 1, 1992 the monthly contribution shall be based on six percent (6%) of the basic hourly wage rate of eight (8) hours per day worked to a maximum of two hundred and forty (240) hours.

SEAFARERS INTERNATIONAL UNION HIRING HALL FUND

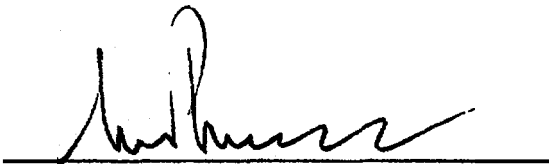
The Company agrees to pay to the Seafarers' International Union of Canada Hiring Hall Fund the sum of **two dollars and twenty-seven cents (\$2.27) per job per payroll day effective June 1, 1990.**

Effective June 1, 1991 this rate shall be increased by the ~~same~~ percentage as the wage increase.

The parties agree that the above fully satisfies the requirements of Article 37 entitled "Fringe Benefits" and that nothing contained herein shall constitute any re-negotiation of the existing Collective Agreement.

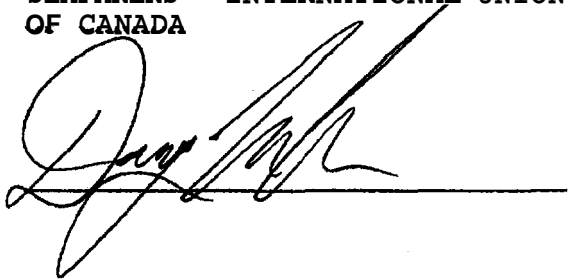
Dated this 28th day of September, 1990 at Ottawa, Ontario.

CANARCTIC SHIPPING CO. LIMITED



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SEAFARERS' INTERNATIONAL UNION  
OF CANADA



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