

SOURCE	Union		
EFF.	95	01	01
TERM.	97	12	31
NO. OF EMPLOYEES	20		
NOMBRE D'EMPLOYÉS	20		

AGREEMENT

Between

**CANADIAN PACIFIC RAILWAY COMPANY
COASTAL MARINE OPERATIONS DIVISION**

and

SEAFARERS' INTERNATIONAL UNION OF CANADA

EFFECTIVE 01 JANUARY 1995 THROUGH 31 DECEMBER 1997

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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, Engineroom, Steward and Galley Departments of all ships owned and operated by it in its British Columbia Coast Steamship Service (aka. CP Rail, Coastal Marine Operations), 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 or without valid reason.. Rejection shall not be arbitrary.

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.

Reduction of Dues and Initiation Fees

- 3.1 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 The ship's delegate shall have the right to conduct the legitimate business of the Union such as conferring with Union members, distribution of literature and attending Union meetings, provided that, in no case, he/she interferes or threatens 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/Compliance of Crew

- 5.1 Nothing in this Agreement is intended and shall not be construed to limit in any way the authority of the ship's Master or other Officers nor lessen the need for any member of the crew to comply with the orders of the Master or the Master's designate.

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.

5.10 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 therein provided, and while questions of grievances are pending, there will not be suspension of work by the employees.

Boarding Passes

7.1 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 completed six (6) months' cumulative compensated service. During this probationary period, the employee's work performance and conduct will be monitored and, if, during the probationary period, work performance and/or conduct is judged to be inadequate, his or her services may be terminated.

- 10.2 After an employee attains six (6) months' cumulative compensated service, his/her seniority shall be established from the date of his/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, by an applicable member or authorized representative of either the Deck, Engineerroom, Stewards or Galley Departments. 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 Where the Company promotes an unlicensed employee to Officer status onboard it's vessels, the following shall apply:
- i) When the Company makes temporary promotions, candidates possessing the necessary certification and successfully passing the usual pre-promotion assessment(s) will receive fair and equitable consideration from the Company for such temporary promotion. Should problems arise over the interpretation of this section (i), it is intended that they will be resolved by discussion between the affected parties and not by recourse to the grievance procedure.
 - ii) Employees seeking promotions to Officer status must be members of the Union in good standing and shall only retain their unlicensed seniority rights provided they remain as members in good standing (including payment of dues) with the Union representing unlicensed employees.
 - iii) Employees who are temporarily promoted for the purpose of training and/or relieving permanent Officers, shall continue to accrue unlicensed seniority provided they do not work in an Officer category for longer than a total of ninety (90) days (excluded laydays) in any calendar year. This period may be extended in order to allow for the completion of a trip, provided the Company notifies the Union in advance. During the ninety (90) days, the employee will continue to pay dues to the Unlicensed Union as well as any that may be required by the terms of the agreement covering certificated employees.

- iv) Upon promotion to a fulltime Officer's position with the Company, an unlicensed employee having a minimum of five (5) years seniority will have his/her unlicensed seniority frozen so as to enable later return to an unlicensed position if laid off from the Officer's position due to a lack of work. Such right of recall from the date of his initial full time position. Following the three year period, he/she shall have no further claim to unlicensed seniority.
- 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

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.

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.

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 to attend a second lifeboat or other emergency drill which is in addition to the regular weekly lifeboat and fire drill with the following exceptions:

- i) Overtime will not apply where the drill in the presence of the Steamship Inspector or other designated regulatory authority has not been satisfactory. In such case, the drills conducted between the unsatisfactory drill and including the drill deemed to be satisfactory by the Steamship Inspector or other designated authority will not be subject to overtime.

Sailing Board Time

- 13.1 All unlicensed personnel shall be aboard the vessel in a sober and fit for work condition at least one (1) hour before scheduled sailing time.

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.

- 16.4 Unlicensed crew member required by the Company to travel between Vancouver and Victoria on public transportation for the purpose of joining or leaving a vessel that is undergoing repairs or otherwise laidup in Victoria shall be granted a meal allowance of ten dollars (\$10.00). This payment is in addition to the cost experienced for utilizing the public transportation between Vancouver and Victoria.
- 16.5 For the purposes of Clauses 16.2, 16.3 and 17.1 of Article One and Clauses 8.5 and 11.1 of Article 2, the home port of the employee shall be deemed to be the home port of the vessels on which he/she is employed. The currently established home port of the vessels "MS Carrier Princess" and "MS Princess Superior" is Vancouver, B.C.. For greater clarity, Vancouver, B.C. includes the municipalities within the Greater Vancouver Regional District.

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 of 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) Earmuff-style hearing protectors will be supplied to Engineerroom ratings.
 - 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 engineroom 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 floater coat or vest may be replaced on an exchange basis once every three years following the date they are supplied. The Company will consider the replacement of the said floater coat or vest more frequently than once every three years if, in the opinion of the appropriate departmental Manager, the condition of the coat or vest warrants replacement as a result of damage that occurred during work activities aboard the vessel. In no circumstance will the employee receive or be eligible to receive more than two floater coats in any three year period. This clause shall not apply to personnel employed in the Galley or in permanent shore-based positions.
- w) The Company will provide an allowance of up to one-third the purchase cost to a maximum of forty-five dollars (\$45.00) twice per year for the purchase of approved safety footwear. Employees are required to submit receipts as proof of purchase.

19.2 Any member of the crew wilfully damaging or destroying linen will be held accountable for same.

Crew's Quarters

20.1 All quarters assigned for use of the unlicensed personnel of the Deck and Engineroom 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 Where it is mutually established through joint visual inspection by the appropriate representatives management and the unlicensed employees that crew quarters are in need of painting and painting has not occurred within preceding two year period, the crew's quarter will be painted.

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 or 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 engine room, fireroom, hold and toilet.

Washrooms

22.1 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 Engineroom 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 compelled to use paint spray guns. This clause will not be operative in the case of personnel specifically hired to perform maintenance work.

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

- 29.1 When a vessel is in port and off duty crew members are called back to work after five (17:00) p.m., or before eight (8:00) a.m., or on Saturdays, Sundays or holidays, for the purpose of shifting ship to dry dock, 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 Effective on 13 June 1996 of this memorandum of settlement, 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 death of their 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 days off duty, up to a maximum of four (4) calendar days.

Severance Pay

32.1 The provisions of the Income Security Agreement effective May 1st, 1995 as applicable to the Transportation Communication International Union, signatory thereto, excepting Article 3: Employment Security and Article 4: Enhanced Supplemental Unemployment Benefits and Alternative Options, as revised or superseded from time to time shall apply to employees in positions covered by this agreement.

32.2 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.

Jury Duty

33.1 Employees required by the Company to attend court or other public investigation shall be paid schedule daily rates for time lost and shall be reimbursed actual reasonable expenses when away from home. In such cases any witness fees shall go to the Company.

An employee who is summoned for jury duty and is required to lose time from his assignment as a result thereof, shall be paid for actual time lost with a maximum of one basic day's pay at the straight time rate of his position for each day lost, less the amount paid by the court for meals, lodging or transportation, subject to the following requirements and limitations:

- a) An employee must furnish the Company with a statement from the court establishing jury allowances paid and the days on which jury duty was performed.
- b) The number of working days for which jury duty pay may be paid is limited to a maximum of sixty (60) days in any calendar year.
- c) No jury duty pay will be allotted for any day for which the employee is entitled to vacation or general holiday pay. An employee who has been allotted his vacation dates will not be required to change his vacation because he is called for jury duty.
- d) The Company shall not be liable to reimburse an employee for jury duty outside that which can be legally enforced under the Jury Act, RSBC 1979, Chapter 210 as amended from time to time. At the date of the signing of this agreement, a person may only be compelled to perform jury duty once in any three year period.

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, for those hours of his/her regular shift worked on the holiday, compensation in the form of laydays at the rate of time and one-half the straight time rate of pay and, in addition, an alternate calendar day off plus the applicable leave factor for a regularly scheduled day.

The following are representative, but not exclusive, examples of how compensation will be calculated:

Example One:

Consider an employee working six hours on/six hours off. Assume an employee working the **2400** through **0600** shift works only these six hours on the day of the holiday. That is, six hours of the employee's working time occurs prior to the holiday. The compensation shall be as follows:

- i) Time and one-half the straight time rate of pay for the six hours worked;
- ii) In lieu of working the holiday, an alternate paid calendar day off plus the leave time normally earned for that day.

Calculation of compensation:

- i) For the **6** hours worked on holiday: **1.68** calendar days
(**1.68** calendar days equivalent to)
(nine (**9**) hours at straight time)
 - ii) In lieu of working the holiday: **2.24** calendar days
- Total compensation **3.92**
=====

Example two:

Consider an employee working six hours on/six hours off. Assume that the employee works the **0600** to **1200** hours and **1800** to **2400** hours shifts on the holiday. The compensation shall be calculated as follows:

- i) For the 12 hours worked on holiday: **3.36** calendar days
(**3.36** calendar days equivalent to)
(**18** hours at straight time rate)
 - ii) In lieu of working the holiday: **2.24** calendar days
- Total compensation **5.60**
=====

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 Where work shifts are such that the watch period encompasses the entire designated meal period established under Clause 4.1 and there are two or more persons working the watch then these personnel will relieve each other for the taking of their meals without payment of a penalty meal hour.

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 underway 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.

Effective **13 June 1996**, the maximum compensation per day will be increased to twenty-six dollars (**\$26.00**) with lunch and dinner being compensated at the rate of ten dollars (**\$10.00**) each and breakfast being compensated at the rate of six dollars (**\$6.00**).

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 Ships

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.

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 Engineerroom Department will be performed as directed by the supervising officer.

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

- 10.1 The unlicensed deck and engineerroom personnel on the vessel "Carrier Princess" will normally be assigned to either a six (6) on the 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 engineroom 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 %) 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 A premium of \$11.75 per hour, calculated in one-half hour increments, shall be paid to employees, in addition to their regular pay, for carrying out the following work:
 - a) When cleaning the crankcase and air boxes of main engines.

- b) When working on main engines or generator engines within two hours of the engines' shutdown. (When two hours has elapsed since shutdown then premium rates will cease to be paid). Such engine must have been in full operation for a period of not less than one hour prior to shutdown. The phrase "working on main engines or generator engines" is deemed to include the exhaust systems of said engines.
- c) When cleaning the fire side and tubes of boilers;
- d) When cleaning the exhaust ports of main engines and/or generators;
- e) When working on sanitary systems, cleaning choked water closets and urinal bowls and/or choked water-closet and urinal wastelines;
- f) When required to enter and work in the space(s) below the engineroom floorplates;
- g) When required to work in confined spaces as defined in the Canada Labour Code or Regulations issued pursuant to;
- h) When required to work in spaces that cause the employee to come in direct and other than incidental contact with protective coatings that are transferable to the employee's clothing or person upon contact (e.g. grease);
- i) When required to participate in the cleanup of major spills involving oil or dangerous substances.

Effective January 1st, **1996** the eleven dollars and seventy-five cents (**\$11.75**) per hour rate will be increased to twelve dollars and ten cents (**\$12.10**).

Effective January 1st, **1997**, the twelve dollars and ten cents (**\$12.10**) per hour rate will be increased to twelve dollars and forty cents (**\$12.40**).

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).

14.2 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.

Long Term Disability Plan

- 19.1 Effective September 1st, 1996, the Company will provide a Long Term Disability Plan. Participation is mandatory and the premiums will be paid by the participating employees. The employees' monthly salary will be increased by the amount of the premium deducted for the Long Term Disability Plan.

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.
- 1.3 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

1.1 This Article 4 applies exclusively to unlicensed personnel employed in the Stewards and Galley Staff Department.

2.1 Hours of Labour

The normal working hours per day for shipboard-based Galley personnel will be either of the following dependent on the vessel scheduling and work requirements:

a) Eight (8) hours within a span of twelve (12) hours.

b) Twelve (12) hours within a span of fifteen (15) hours.

Shore-based personnel may be assigned to either a thirty-seven and one-half hour or forty hour work week dependent on the requirements of the service. Such employees may be assigned either a seven and one-half hour or an eight hour daily shift and be paid at the hourly rate of pay applicable to the position as shown in Appendix "A": Rates of Pay.

Uniforms: Galley Staff

2.3 Where the Company required employees to wear uniforms (e.g. Cook whites) and the uniforms are not supplied by the Company, the affected employees will receive a uniform allowance of fourteen dollars (\$14.00) per month.

The uniform allowance will be increased effective July 1st, 1995 to fifteen dollars (\$15.00) per month; effective July 1st, 1996 to sixteen dollars (\$16.00) per month and effective July 1st, 1997 to seventeen dollars (\$17.00) per month.

ARTICLE 5

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 6

Work Gloves, Rain Gear and Sweat Rags

- 1.1 Work gloves shall be supplied ~~the~~ the Engineer room unlicensed personnel when required for work in connection with hot boilers. All Engineer room 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 Engineer room unlicensed personnel when taking on stores, bunkers, water, etc. This gear to remain the property of the Company.

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

Takins 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 **A**

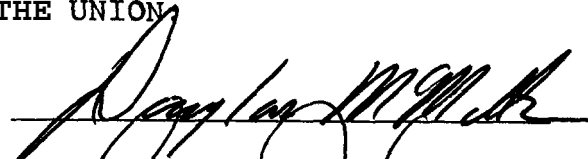
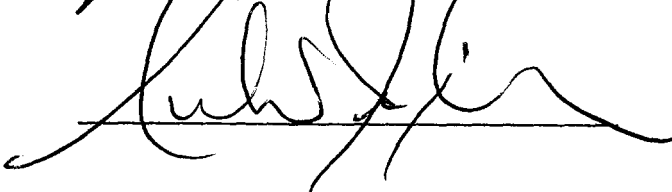
This Agreement is effective January 1, 1995 and shall remain in
effect until December 31, 1997, and thereafter subject to one
hundred twenty (120) days' notice in writing from either party of
it's desire to revise, amend, or terminate same, which notice
may be given any time after August 31st, 1997.

SIGNED AT DELTA, B.C. THIS 20th. DAY OF JUNE 1997

FOR THE COMPANY:

FOR THE UNION



APPENDIX "A"
RATES OF PAY

	Monthly	Weekly	Hourly	Hourly 1.5x	Overtime 2.0x
Effective January 1, 1995					
Able Seaman	3341.50	768.75	20.50	30.75	41.00
Mechanical/ Assistant	3396.92	781.50	20.84	31.26	41.68
Effective January 1, 1996					
Able Seaman	3447.45	793.13	21.15	31.73	42.30
Mechanical/ Assistant	3502.a7	805.88	21.49	32.24	42.98
Cook	3004.09	691.13	18.43	27.65	36.86
Steward	2824.79	649.88	17.33	26.00	34.66
Effective July 1, 1996					
Cook	3101.89	713.63	19.03	28.55	38.06
Steward	2922.59	672.38	17.93	26.90	35.86
Effective January 1, 1997					
Able Seaman	3537.10	813.75	21.70	32.55	43.40
Mechanical/ Assistant	3592.52	826.50	22.04	33.06	44.08
Cook	3191.54	734.25	19.58	29.37	39.16
Steward	3012.24	693.00	18.48	27.72	36.96
Effective July 1, 1997					
Cook	3289.34	756.75	20.18	30.27	40.36
Steward	3110.04	715.50	19.08	28.62	38.16

APPENDIX "B"

UNION HIRING FUND

The company contribution to the hiring hall will be increased to eighty (80) cents per employee per payroll day. Effective January 1st, 1996, the company contribution will be increased to eight-three (83) cents and effective January 1st, 1997 the company contribution will be increased to eight-five (85) cents per employee per payroll day.

LETTER OF UNDERSTANDING

CANADIAN PACIFIC RAILWAY COMPANY
Coastal Marine Operations Division
7700 Hoppcott Road
Delta; British Columbia
V4G 1B6

May 28th, 1996

Seafarers' International Union of Canada
1333, rue St-Jacques
Montreal, Quebec
H3C 4K2

Attention: Mr. Doug McMillan
Vice President

Dear Sirs:

Subject: Application of Promotions Clause to Current
Employees

During the recent round of negotiations to conclude a collective agreement, the application of the following clause under Seniority and Promotions (ignoring the effect of renumbering it would be identified as Article 1, Clause 10.5 v.) was discussed and it was agreed that unlicensed employees who had a seniority standing as of January 1st, 1995 would be deemed to have met the "minimum of five (5) years seniority" for the purpose of this section.

"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."

Agreed for the Company

Agreed for the Union

(SIGNED) Alec McPherson

(SIGNED) Douglas McMillan

Chief Operating Officer

Vice President

LETTER OF UNDERSTANDING

CANADIAN PACIFIC RAILWAY COMPANY
Coastal Marine Operations Division
7700 Hopcott Road
Delta, British Columbia V4G 1B6

June 6th, 1996

Seafarers' International Union of Canada
1333, rue St-Jacques
Montreal, Quebec H3C 4K2

Attention: Mr. Doug McMillan
Vice President

Dear Sirs:

During the recent negotiations to amend the collective agreement of December 31, 1994 expiry date, the Company proposed continuing the system whereby each AB rating employed in a three person shift arrangement would receive overtime compensation each twelve hour shift without the need to submit an overtime sheet. Where the AB's previously received one-half hour overtime per twelve hour shift it was agreed that forty-five (45) minutes at the overtime rate per twelve hour shift better met the conditions being experienced at the new Tilbury terminal. It is contemplated that the person working the "night" shift will be assigned to a working schedule that will make them available as required for loading/unloading, relieving of the on-watch AB to allow for coffee breaks, tie-up and/or letting go of the vessel and other infrequent/periodic duties such as lookout during fog or heavy traffic conditions. The spreading of the overtime between all three AB's rather than having it accrue solely to the AB assigned to the twelve in fifteen hour shift is intended to result in a rotational assignment of the twelve in fifteen hour shift between each member of the three person unlicensed deck crew.

As a result of this compensation, it is agreed that unlicensed employees of the Deck Department involved in such a three person arrangement will not be eligible to claim for overtime under Article Two: Clause 10.8: Hours of Work and Overtime while such compensation arrangement is in effect. It is further agreed that overtime claims will only be made in the event of extenuating unusual circumstances and not for regularly scheduled operational requirements of the vessels.

Agreed for the Company

Agreed for the Union

(SIGNED) Alec McPherson

(SIGNED) Douglas McMillan

Chief Operating Officer

Vice President

LETTER OF UNDERSTANDING

CANADIAN PACIFIC RAILWAY COMPANY
Coastal Marine Operations
7700 Hopcott Road
Delta, British Columbia
V4G 1B6

June 12th, 1996

Seafarers' International Union of Canada
1333, rue St-Jacques
Montreal, Quebec
H3C 4K2

Attention: Mr. Doug McMillan
Vice President

Dear Sirs:

Subject: Recognized Holiday Payments

During the recent round of negotiations to conclude a collective agreement, discussion on the application of the new clause covering the payment for hours actually worked on the holiday raised the possibility that the amount paid the employees could be less than that under the previously existing clause. In order to alleviate this concern, it is agreed that during the term of this agreement only, if, following yearend **1996** and **1997**, it is found that the amount paid out in each of those years is less than that actually paid out in 1995, then the difference will be distributed on a prorata basis to the unlicensed employees.

Agreed for the Company

Agreed for the Union

(SIGNED) Alec McPherson

(SIGNED) Douglas McMillan

Chief Operating Officer

Vice President

LETTER OF UNDERSTANDING

CANADIAN PACIFIC RAILWAY COMPANY
Coastal Marine Operations Division
7700 Hopcott Road
Delta, British Columbia
V4G 1B6

May 28th, 1996

Seafarers' International Union of Canada
1333, rue St-Jacques
Montreal, Quebec
H3C 4K2

Attention: Mr. Doug McMillan
Vice President

Dear Sirs:

Subject: Seniority as Basis for Assignments on Vessels

During the recent round of negotiations to conclude a collective agreement, the subject of seniority in determining the vessel(s) on which unlicensed employees would be assigned to work was raised. While your organization would prefer that seniority "be the sole determining factor when members... are making vessel selection", it remains the opinion of Company management that such an approach written into the collective agreement has the potential for creating untenable situations dependent more on the mood of individual employees rather than on the scheduling needs of the business operation. The Company is prepared to accept that seniority will be the primary factor utilized in scheduling employees for work aboard Company-owned vessels; however, this will not preclude management's ability to schedule employees to work on other than their preferred vessel choice if it is necessary either to meet the scheduling needs of the operation or to ensure that employees are familiar with procedures, equipment and machinery in use aboard the various vessels. It is intended that such assignments of senior employees will be temporary in nature and exceptions to usual practice. Where such assignments are made from time to time, it is mutually agreed by the parties that the grievance and arbitration procedure will not be invoked; rather, any situations that arise will be resolved through discussion amongst the affected parties.

Yours truly,

(SIGNED) Alec McPherson
Chief Operating Officer

LETTER OF UNDERSTANDING

CANADIAN PACIFIC RAILWAY COMPANY
Coastal Marine Operations Division
7700 Hopycott Road
Delta, British Columbia
V4G 1B6

May 28th, 1996

Seafarers' International Union of Canada
1333, rue St-Jacques
Montreal, Quebec
H3C 4K2

Attention: Mr. Doug McMillan
Vice President

Dear Sirs:

The following work schedules applicable to the position of Cook onboard Company-owned vessels reflect the representative work demands for each of the vessels:

**A. Regular Duties
Carrier Princess**

Princess Superior

Straight-time hours
0430 - 1300 8.5 hours
1500 - 1830 3.5 hours

Straight-time hours
0430 - 0700 2.5 hours
0800 - 1300 5.0 hours
1430 - 1900 4.5 hours

Overtime hours
1830 - 1900 0.5 hours

Overtime hours
1900 - 1930 0.5 hours

.../2

B. Other Than Regular Duties

It is recognized that from time to time the Cook finds himself/herself confronted with duties that are not classified as regular. These may involve preparation of meals for other than crew members assigned to the vessel on which employed. The following are only examples and not an exhaustive listing of the additional food preparation/service that may be encountered:

- i) Crew from another Company-owned vessel;
- ii) Temporary service/maintenance personnel;
- iii) Supervisory personnel.

In order to compensate for these occasions the Cook on each vessel will receive an additional one-half hour's pay at the overtime rate for each day worked without filing of a Crew Overtime Sheet. No additional overtime claims are to be considered unless there are extenuating and/or unforeseen circumstances that would substantiate such a claim.

In addition, it is past practice to allow one hour at the overtime rate per week for the receiving/checking/storing of ship's stores. In consideration of the foregoing arrangement, the one hour allowance will be reduced to one-half hour of overtime per week.

Yours truly,

AGREED FOR THE UNION

(SIGNED) Alec McPherson

Chief Operating Officer

(SIGNED) Douglas McMillan

Vice President
12 June 1996