

SOURCE	Union		
EFF.	95	05	31
TERM.	96	12	31
No. OF EMPLOYEES	66		
NOMBRE D'EMPLOYÉS	df		

MEMORANDUM of AGREEMENT

Between

VICTORIA LINE LTD.

And

SEAFARERS' INTERNATIONAL UNION OF CANADA

EXPIRY DATE: December 31st, 1996

JUN 14 1995

10124(01)

**COLLECTIVE AGREEMENT**

BETWEEN:

**VICTORIA LINE LTD.**  
(hereinafter referred to as the "COMPANY")

AND THE:

**SEAFARER'S INTERNATIONAL UNION OF CANADA**  
(hereinafter referred to as the "UNION")

## INDEX

	Preamble . . . . .	1
Article 1	Union Recognition and Employment . . . . .	1
Article 1.2	Correspondence . . . . .	1
Article 1.3	Bulletin Boards . . . . .	2
Article 1.4	No Discrimination for Union Activity . . . . .	2
Article 2.1	Management Rights . . . . .	2
Article 2.2	Disciplinary Action . . . . .	2
Article 2.3	Management Officials . . . . .	2
Article 3.1	Union Security and Check-Off . . . . .	3
Article 4.1	Notification of Suspension or Dismissal . . . . .	3
Article 5.1	Grievance Procedure . . . . .	3
Article 5.2	Grievance Procedure . . . . .	3
Article 5.3	Grievance Procedure . . . . .	4
Article 5.4	Grievance Procedure . . . . .	4
Article 5.5	Grievance Procedure . . . . .	4
Article 5.6	Grievance Procedure . . . . .	4
Article 5.7	Grievance Procedure . . . . .	4
Article 5.8	Grievance Procedure . . . . .	5
Article 6.1	Arbitration . . . . .	5
Article 6.2	Arbitration . . . . .	5
Article 6.3	Arbitration . . . . .	5
Article 6.4	Arbitration . . . . .	5
Article 7.1	Access to Members . . . . .	6
Article 8.1	Discrimination . . . . .	6
Article 9.1	Stoppage of Work . . . . .	6
Article 10.1	Seniority . . . . .	7
Article 10.2	Seniority Lists . . . . .	7
Article 10.3	Giving Seniority Lists to the Union . . . . .	7
Article 10.4	Layoff and Recall . . . . .	7
Article 10.5	Layoff and Recall . . . . .	8
Article 10.6	Promotion to Officers . . . . .	8
Article 11.1	Oiler's Duties . . . . .	9
Article 11.2	Emergency Duties . . . . .	9
Article 12.1	Drills . . . . .	9
Article 12.2	Ship's Safety Equipment . . . . .	9
Article 13.1	Health and Safety . . . . .	10
Article 13.2	Employee Injured on Job . . . . .	10
Article 13.3	Transportation for Medical Care . . . . .	10
Article 13.4	Safe Working Conditions . . . . .	10
Article 13.5	Hard Hats . . . . .	10
Article 13.6	Safety Supplies . . . . .	11
Article 13.7	Taking / Letting Go Ship's Lines . . . . .	11
Article 14.1	Return to Port of Engagement . . . . .	11

Article 15.1	Payroll . . . . .	11
Article 16.1	Overtime . . . . .	12
Article 16.2	Overtime . . . . .	12
Article 16.3	Overtime . . . . .	12
Article 17.1	Vacation Pay . . . . .	12
Article 17.2	General Holidays . . . . .	13
Article 17.2	General Holidays . . . . .	13
Article 18.1	Hours of Work . . . . .	14
Article 18.2	Shift Schedule . . . . .	14
Article 19.1	Leave . . . . .	14
Article 19.2	Leave for Taking Courses/Exams . . . . .	14
Article 19.3	Time Off for Union Business . . . . .	15
Article 19.4	Bereavement Leave . . . . .	15
Article 19.5	Family Illness . . . . .	16
Article 19.6	Leave for Court Appearances . . . . .	16
Article 19.7	General Leave . . . . .	17
Article 19.8	Full Time Public Duties . . . . .	17
Article 19.9	Maternity and Parental Leave . . . . .	17
Article 20.1	Health and Welfare . . . . .	17
Article 20.2	Medical Examinations . . . . .	18
Article 21.1	Transfer and Travel Time . . . . .	18
Article 21.2	Use of Personal Vehicle . . . . .	18
Article 22.1	Subsistence Allowance . . . . .	18
Article 22.2	Subsistence Allowance . . . . .	18
Article 23.1	Contracting Out . . . . .	19
Article 24.1	Crew Equipment and Clothing . . . . .	19
Article 25.1	Marine Disaster . . . . .	19
Article 25.2	Marine Disaster . . . . .	19
Article 26.1	Relieving Quartermaster . . . . .	20
Article 27.1	Tied-Up Ship . . . . .	20
Article 28.1	Laid-up Ship Hours of Work . . . . .	20
Article 29.1	Severance Pay . . . . .	20
	Memorandum of Understanding - Joint Committee Re: Operational Efficiencies . . . . .	21
	Memorandum of Understanding Re: Wages . . . . .	22
	Memorandum of Understanding . . . . .	23
Article 30.1	Termination of Agreement . . . . .	24
Article 30.2	Notice to Bargain . . . . .	24
Article 30.3	Change in Agreement . . . . .	24
Article 30.4	Agreement to Continue in Force . . . . .	24
Article 30.5	Effective Date of Agreement . . . . .	24

**PREAMBLE**

The general purpose of this Agreement is to secure for the Company, the Union and the Unlicensed Onboard Personnel, the full benefits of orderly and legal collective bargaining and to ensure to the utmost extent possible the safety and physical welfare of the Unlicensed Personnel, economy of operation, standards of operation and protection of property. It is recognized by this Agreement to be the duty of the Company, the Union and the Unlicensed Personnel to cooperate fully, individually and collectively, for the advancement of these principles.

**ARTICLE - 1**

**UNION RECOGNITION AND EMPLOYMENT**

- 1.01 (a) The Company recognizes the Union as the duly certified sole collective bargaining agent for all unlicensed onboard personnel who regularly work on ships owned and or operated by it, except that it is understood and agreed that this Agreement does not affect nor cover licensed personnel.
- (b) The Company will maintain a staffing pool of casual employees who will be "on call" to fill temporary vacancies within the bargaining unit.
- (c) Should casual employees not be available to sail, off duty employees shall be called as replacements. These employees shall be paid at straight-time rates.
- (d) Should the Company be unable to crew the vessel under (b) and (c) above, it will be free to utilize shore staff. However, if required shore staff will remain aboard in the completion of their duties.

1.02 . **CORRESPONDENCE**

All correspondence from the Company to the Union relative to matters covered in this Agreement shall be sent to the Vice President, West Coast of the Union or his designate.

1.03 **BULLETIN BOARDS**

The Company shall provide bulletin board facilities for the exclusive use of the Union, with the sites and size to be determined by mutual agreement between the Company and the Union. Bulletin board facilities shall not be in passenger areas and shall be used for the business affairs of the Union.

1.04 **NO DISCRIMINATION FOR UNION ACTIVITY**

The Company agrees not to discriminate against or intimidate any member of the Union for the member's legal activities on behalf of/or for membership in the Union.

**ARTICLE - 2**

**MANAGEMENT RIGHTS**

2.01 **GENERAL RIGHTS**

The management and the operation of the Company and the direction of the workforce, including the hiring, firing, promotion and demotion of employees, is vested exclusively in the Employer except as may be otherwise specifically provided in this Agreement.

2.02 **DISCIPLINARY ACTION**

Disciplinary action taken by the Company shall be for just cause and shall not be arbitrary. Disciplinary actions shall be defined as dismissal, suspension, and written reprimands.

2.03 **MANAGEMENT OFFICIALS**

Company shall provide the Seafarers' International Union of Canada a list of management officials and shall indicate their respective level of management.

**ARTICLE - 3****UNION SECURITY AND CHECK-OFF**

- 3.01 All Unlicensed Personnel presently employed, or when hired, shall be required after thirty (30) days employment, as a condition of employment, either to join the Union and continue as members thereof during their employment, or in the alternative, to tender the Union one month's dues and initiation fees and to pay subsequent monthly dues and assessment as required of Union members. Such monthly dues, assessments and initiation fees in the amount as established by the Union shall be deducted by the Company and remitted to the Union for all employees covered by this Agreement by the fifteenth (15th) of the month following the month for which they are deducted.

**ARTICLE - 4****NOTIFICATION OF SUSPENSION OR DISMISSAL**

- 4.01 The Company will notify the Union of suspensions or dismissals within twenty-four (24) hours of their occurrence.
- 4.02 The Union agrees that the Company has the right to have all personnel examined for fitness. All such medical examinations shall be at the Company's expense, on Company time and by a physician designated by the Company.

**ARTICLE - 5****GRIEVANCE PROCEDURE**

- 5.01 The Company and the Union recognize that grievances may arise concerning:
- (a) Differences between the parties respecting the interpretation, application, operation, or any alleged violation of a provision of this Agreement.

- (b) Dismissal, discipline, or suspension of an employee bound by this Agreement.

**An** employee who is discharged, suspended, laid off or transferred from his/her employment has the right to file a grievance with the Company through the Union. The grievance must be filed within seven (7) days of its occurrence subject to the procedure outlined herein, and failure to do so will result in the grievance being deemed to be abandoned.

- 5.02 Where the employee has a grievance, other than those contained in 5.01 above, while working on board a vessel, he/she must present the written grievance on a Standard Grievance Form (if available) to the Manager of the Marine Operations (Captain), Chief Engineer, Manager of Passenger Services, or Manager of Duty Free, as the case may be, or their respective designates, with a copy to the ship's delegate within seven (7) days of its alleged occurrence.

Should the circumstances leading up to the grievance occur while on approved time off, the seven (7) day time limit will commence when the employee is made aware of the facts.

- 5.03 Upon request of the employee, the Ship's delegate shall assist in the grievance procedure. He/she shall not be subject to discipline for assisting the grievor in the grievance procedure, provided such assistance does not interfere with the operation of the ship.

- 5.04 The Manager of Marine Operations (Captain), Chief Engineer, Manager of Passenger Services, or Manager of Duty Free shall acknowledge receipt and reply in writing to the grievor within seven (7) days of receipt of the grievance.

- 5.05 If settlement is not achieved upon receipt by the grievor of the Manager of Marine Operations' (Captain), Chief Engineer's, Manager of Passenger Services', or Manager of Duty Free's reply, the grievor shall submit the grievance to the Union immediately.



- 5.06 Within fourteen (14) days of the Manager of Marine Operations' (Captain's), Chief Engineer's, Manager of Passenger Services' or Manager of Duty Free's reply, the Representative of the Union shall submit the duly completed Standard Grievance Form to the main office of the Company.
- 5.07 Within fourteen (14) days of the date the grievance is submitted by the Union to the Company office, the Company shall reply in writing.
- 5.08 A labour-management meeting shall be held within fourteen (14) days of the Company's reply, as per Article 5.07 above, prior to the grievance being referred to arbitration. If the grievance is not settled at this meeting, it must then be referred to arbitration within fourteen (14) days thereafter.
- 5.09 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 fourteen (14) days of the occurrence giving rise to the grievance. In both these instances above, the Company shall reply to the grievance as per Article 5.07 above.

## **ARTICLE - 6**

### **ARBITRATION**

- 6.01 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 to agree upon the selection of an Arbitrator within the ten (10) day period allotted, the matter may be referred by either party to the Federal Minister of Labour, who shall select and designate the Arbitrator.
- 6.02 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.

- 6.03 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 these Arbitration Articles shall be final and binding upon the Company, the Union and all persons concerned.
- 6.04 The expense of the Arbitrator shall be borne equally by the parties.

#### ARTICLE - 7

##### ACCESS TO MEMBERS

- 7.01 The Company shall issue a ticket to the designated Union representatives for the purpose of contacting its members aboard the vessels of the Company covered by this Agreement. Such representatives of the Union shall be allowed on board at any time which, in the opinion of the responsible Officers of the Company, will not interfere with the regular operation of the Company's business or with the sailing, loading or unloading of the vessel and shall not interfere with the members at work. Where space is available, the Union representative may also be provided with a one way ticket for a vehicle.

#### ARTICLE - 8

##### DISCRIMINATION

- 8.01 The Company agrees not to discriminate against or intimidate any member of the Seafarers' International Union for legitimate activities on behalf of/or for membership in the Seafarers' International Union. The parties agree to incorporate policies and procedures as published in the Company's Sexual Harassment and Human Rights Policy published May 12, 1994.

**ARTICLE - 9****STOPPAGE OF WORK**

- 9.01 (a) The Company and the Union agree there shall be no strikes or lockouts during the life of this Agreement.
- (b) All controversies and disputes shall be settled through the Grievance Procedure.
- (c) There shall be no slow down or stoppage of work during the period when a grievance is being resolved.
- (d) Refusal to pass through a legal picket line shall not be construed as a violation of this Article.

**ARTICLE - 10****SENIORITY**

- 10.01 (a) Seniority is the length of service with the Company within the bargaining unit.
- (b) Length of service means the date of entry into service with the Company.
- (c) Employees shall forfeit their seniority in the event that:
- (1) they are discharged for just cause;
  - (2) they voluntarily terminate their position;
  - (3) they are on layoff for more than 18 months; or
  - (4) they fail to notify their intent to return in accordance with Article 10.05;
  - (5) they fail to return from scheduled leave without prior notice to the Company.
- 10.02 A seniority list will be compiled by the Company and will be revised annually. Such list will show names, positions and last entry into service in positions covered by this Agreement.

- 10.03 A copy of the seniority list shall be forwarded to the Union, and shall also be posted on each vessel for all to see, annually, no more than fifteen (15) days after it is compiled.
- 10.04 **Layoff and Recall**
- (a) It is agreed that in layoffs and rehires, preference will be given to qualified employees with the greatest length of service with the Company for placements within the bargaining unit.
  - (b) Vacancies within the bargaining unit will be posted on the employee's bulletin board.
  - (c) Where more than one employee applies for the position where skill and ability are relatively equal, preference will be given to the employee with the greatest length of service with the Company.
- 10.05 An employee who has been laid off will retain seniority and the right to be recalled for the next sailing season. Unlicensed personnel who are laid off in the previous season shall advise the Company's personnel office, in writing, between February 15th and March 15th of each year to indicate whether they will be available for employment in the upcoming operating season. Employees who fail to notify the Company in accordance with this Article are subject to discharge from service.
- 10.06 The Company recognizes the value of career development and may, from time to time, promote qualified unlicensed employees to officer positions.
- (a) It is understood that an employee who has satisfactory prior Company service as an Officer (with no break in Company service) will be promoted **ahead** of employees who do not have company service as an Officer.  
  
It is understood that employees seeking promotions to Officer status must be members of the Canadian Merchant Service Guild in good standing.
  - (b) Employees who are promoted shall only retain their seniority rights with the Unlicensed Union provided they remain as members in good standing with the Union.

- (c) Employees who are temporarily promoted for the purpose of training and/or relieving permanent Officers, shall retain their unlicensed seniority **provided** they do not work in an Officer category for more than a total of ninety (90) days (excluding lay days) in any calendar year.
- (d) Upon promotion to a full time Officer's position with the Company, an Unlicensed employee will have his/her Unlicensed seniority frozen, so as to enable later possible returns to his/her former Unlicensed position. Such recall right shall only continue for a period of three (3) years from the date of his/her initial full time position, following this, he/she shall have no further claim to Unlicensed seniority.

## **ARTICLE - 11**

### **EMERGENCY DUTIES**

11.01 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 Manager of Marine Operations (Captain) shall be the sole judge.

#### 11.02 **Oiler's Duties**

Except in unusual circumstances, oilers will not be required to perform duties normally performed by employees of other departments.

## **ARTICLE - 12**

### **DRILLS**

12.01 'The Manager of Marine Operations (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. Employees required to participate in putting away equipment after the drill is completed shall be paid at the applicable rate for the time worked.

- 12.02 It is each employees responsibility (including reliefs) to familiarize him/herself with the ship's safety equipment. Officers and unlicensed staff will assist in this process.

### ARTICLE - 13

#### HEALTH AND SAFETY

- 13.01 The Union and the Company agree to establish a Safety and Health Committee and invite participation from the other Unions who represent employees in the Company. The Committee shall be comprised of up to two (2) representatives from each Union and the Company. The Committee will meet at a time to be determined by the Company to make recommendations on unsafe, hazardous or dangerous conditions with the aim of preventing and reducing risk of occupational injury and illness. A copy of the minutes of the Safety Committee shall be sent to the Union and to the Company.

The Company and the Union shall meet at regular intervals to consider such safety matters as may be placed on the agenda by individual Committee members.

- 13.02 **An** Employee who is injured on the job whilst working and unable to complete his or her shift shall receive payment for the full scheduled shift.
- 13.03 Transportation to the nearest physician or hospital for employees requiring medical care as a result of an on-the-job accident shall be at the expense of the Company.
- 13.04 The Company shall take every reasonable precaution to provide safe working conditions at all times. It is the employee's obligation not to engage in work practices that pose a safety hazard to his/herself or others.
- 13.05 Hard hats shall be supplied to crew members working in areas where overhead work is being performed and it shall be the responsibility of those employees to wear them.

- 13.06 When air chisels, mechanical chippers or scaling tools are being used, ear plugs, safety goggles and plastic face protectors shall be supplied and it shall be the employee's responsibility to wear them.
- 13.07 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.

#### ARTICLE - 14

##### PAYMENT OF WAGES

- 14.01 (a) All employees shall have their cheques automatically deposited into the bank of their choice in British Columbia every second Friday. If any such Friday falls on a Statutory Holiday, the payday will be on the preceding day.
- (b) If the direct deposit is not available on the pay day, the Company shall arrange for the employee to be provided with an adequate advance on his/her salary.
- (c) Before the Company is obligated to fulfil their commitments under (a) above, the employee shall make the necessary arrangements with his or her bank or financial institution and forward the information to the Company.
- 14.02 (a) Pay statements shall be distributed in a confidential manner.
- (b) The pay statement shall include the hourly rate, hours worked during the period, overtime hours worked, vacation pay, statutory and Union deductions.
- (c) No deductions shall be made from an employee's pay, other than authorized in law or by the terms of this collective agreement except with the employee's prior consent in writing.

**ARTICLE - 15****OVERTIME**

- 15.01 Overtime is work performed by an employee in excess of scheduled daily hours.
- 15.02 An employee who works overtime shall be entitled to overtime compensation when:
- (a) the overtime worked is authorized in advance by the Employer, and
  - (b) the employee does not control the duration of the overtime worked.
- 15.03 (a) Overtime shall be paid in thirty (30) minute increments.
- (b) Overtime compensation shall be paid at double time for hours worked in excess of twelve hours.
  - (c) Employees called back to work by the Company after completing their scheduled shift and having left the terminal shall be compensated for a minimum of two (2) hours provided a return trip to and from the terminal is required in addition to the trip associated with the employee's scheduled shift.

**ARTICLE - 16****RETURN TO PORT OF ENGAGEMENT**

- 16.01 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 the vessel's home port in British Columbia with subsistence, berth and wages.



## ARTICLE - 17

### STATUTORY HOLIDAYS

17.01 The following are the recognized Statutory Holidays:

New Year's Day  
 Good Friday  
 Easter Monday  
 Victoria Day  
 Canada Day  
 British Columbia Day  
 Labour Day  
 Thanksgiving Day  
 Remembrance Day  
 Christmas Day'  
 Boxing Day

17.02 Employees who have worked fifteen (15) shifts in the thirty (30) days immediately prior to a Statutory Holiday are entitled to compensation for that Holiday.

- a) Employees entitled to compensation for the Statutory Holiday and who are not scheduled to work on the Holiday shall receive one shift's pay.
- b) Employees entitled to compensation for the Statutory Holiday and who are scheduled to and do work on the Statutory Holiday shall receive, in addition to their shifts wages pay equivalent to 1.5 times their hourly rate for all hours worked.
- c) Victoria Day is exempt from this qualification period for full time employees.

## ARTICLE 18

### VACATION PAY

18.01a) Due to the seasonal nature of the Company's operation, annual vacation pay shall be fully compensated through bi-weekly payments as follows:

1 - 2 years of service	4% of gross wages earned in the current pay period
3 or more years service	6% of gross wages earned in the current pay period

- b) the increase from 4% to 6% vacation pay will take place on the full time employee's anniversary (seniority) date unless otherwise provided for in this Agreement.
- c) A year of service for casual employees shall be 1200 hours worked.

## **ARTICLE - 19**

### **HOURS OF WORK**

- 19.01 The standard hours of work for all employees shall be twelve (12) continuous hours per shift inclusive of meal period.
- 19.02 The shift schedule shall be based on a ratio of two (2) days on and one (1) day off.
- 19.03 Normally, on laid-up ships, the hours of work shall be between 8:00 a.m. and 4:30 p.m. Monday to Friday with one-half (1/2) hour unpaid for lunch period.

## **ARTICLE - 20**

### **LEAVE**

- 20.01 Employees may be given Leave of Absence without pay to attend Union meetings, provided suitable relief is available, and providing it does not interfere with the normal operation of the Company and there are no additional costs to the Company.
- 20.02 (a) **Leave for taking Courses**

Where there exists a requirement by Government regulations or vessel license for employees to be in possession of M.E.D. certificates, the cost of tuition, books, and fees shall be borne by the Company and the employee will contribute his/her time. When an employee fails to successfully complete a course, he/she shall reimburse the Company for tuition, books and fees. Where the same courses are provided by the Employer, employees shall avail themselves of such courses in preference to other facilities.

(b) **Leave for taking exams**

Where leave from work is required, leave of absence with basic pay shall be granted once to an employee to allow time to write an examination approved by the Employer. A minimum of twelve (12) hours shall be allowed between the end of a shift and the commencement of the examination.

**20.03 TIME OFF FOR UNION BUSINESS**

- (a) Leave of Absence without pay and without loss of seniority will be granted to an elected or appointed Delegate of the Union to attend Conventions of the Union and bodies to which the Union is affiliated, provided qualified relief is available and there is no additional cost to the Company.
- (b) Leave of Absence without pay and loss of seniority will be granted to employees who are representatives of the Union on the Negotiating Committee dealing with this Agreement to leave their employment to carry on negotiations with the Company provided qualified relief is available and there is no additional cost to the Company.
- (c) Leaves of Absence granted under Section 20.03 shall include sufficient travelling time between Victoria and Vancouver and the Company agrees that the granting of such Leaves of Absence shall not be unreasonably withheld.

**20.04 Bereavement Leave**

In case of death in the immediate family, an employee at work shall be entitled to leave from work, at his/her basic rate of pay from the date of death up to and including the day of the funeral with, if necessary, an allowance for immediate return travelling time. Such leave shall normally not exceed five (5) working days and shall not be granted if the employee is on Leave of Absence without pay unless the Leave of Absence has been granted to the employee on compassionate grounds involving an illness of the relative who dies and for whom the bereavement leave is granted. Immediate family is defined as an employee's parent, spouse, child, brother, sister, father-in-law, and mother-in-law.

In the event of the death of the employee's grandparent, grandchild, son-in-law, daughter-in-law, brother-in-law, sister-in-law, the employee shall be entitled to special leave with pay for one day for the purpose of attending the funeral.

#### 20.05 **Family Illness**

- (a) In the case of a serious illness of a dependent child of an employee, and when no one at the employee's home, other than the employee, can provide for the needs of the ill child, the employee shall be entitled, after notifying his/her supervisor, to a maximum of two (2) days leave at the basic rate of pay once per calendar year.
- (b) The Company may request a report from a qualified medical practitioner when it appears that a pattern of consistent absence is developing.

#### 20.06 **Leave for Court Appearances**

- (a) The Company shall grant paid leave to employees at their rate of basic pay who serve as jurors or subpoenaed by the Crown as a witness in a Court action provided such Court Action is not occasioned by the employee's private affairs.
- (b)
  - (i) Where the Court attendance results in an employee missing a scheduled shift, pay shall be as if the employee had worked the entire shift.
  - (ii) Should the Court date be on an employee's scheduled time off, basic wages will be paid from the time the employee leaves home until his/her return.
  - (iii) Any preparation for Court appearances will be paid in accordance with (i) and (ii) above.
- (c) In such other cases where an employee is required to attend at Court, such leave to attend a Court shall be without pay.
- (d) An employee in receipt of his/her regular earnings while serving at Court shall remit to the Company all monies paid to him/her by the Court, except travelling and meal allowances not reimbursed by the Company.

- (e) In the event an employee is incarcerated pending a Court appearance, such absence shall be without pay.

#### 20.07 **General Leave**

- (a) Notwithstanding any provisions for leave in the Agreement, the Company may grant Leave of Absence without pay to an employee requesting such leave for emergency or unusual circumstances. Such request to be in writing. Company approval shall not be unreasonably withheld.
- (b) Leave of absence without pay may be granted for a period of up to one (1) sailing season for an employee to pursue a course of studies at a recognized educational institution. Requests for such leave shall be in writing and submitted at least thirty (30) days in advance of such leave. Approval for leave under this Article will not be unreasonably withheld.
- (c) Employees taking leave under this Article will continue to accrue seniority. However, his/her seniority will be frozen for vacation pay entitlement under Article 18.01

#### 20.08 **Full time Public Duties**

The Company shall grant, on written request, leave of absence without pay:

- (a) for employees to seek election in a Provincial, Municipal or Federal election provided that the length of leave shall not exceed sixty (60) days;
- (b) for employees elected to a public office for a maximum period of five (5) years;
- (c) employees requesting such leave shall give as much notice as possible to the Company, but in no event less than thirty (30) working days. (Time limits may be altered by mutual agreement, if the Company can arrange relief sooner).
- (d) No seniority will accrue under any provision of this Article.

**20.09 Maternity and Parental Leave**

All maternity and parental leave will be in accordance with the Canada Labour Code.

**ARTICLE - 21****HEALTH AND WELFARE**

21.01(a) Employees shall receive four dollars and fifty cents (\$4.50) per calendar day in lieu of health and welfare benefits. Payment ceases upon layoff.

(b) Casual employees shall receive four dollars and fifty cents (\$4.50) per day worked in lieu of health and welfare. Payment ceases upon layoff.

**ARTICLE - 22****TRANSFER AND TRAVEL TIME**

22.01 When employees are required to join a vessel outside of Victoria, the Company shall pay travel expenses and subsistence allowance as provided in Article 23. The Company shall determine the means of travel. Time spent in travel directly to the vessel in excess of the time it would take to join the vessel in Victoria shall be considered time worked.

22.02 Employees using their personal vehicles on authorized Company business shall receive a vehicle allowance of thirty-four cents (\$.34) per kilometre. Use of personal vehicle will not be a condition of employment.

**ARTICLE - 23****SUBSISTENCE ALLOWANCE**

23.01 When the Company requires an employee to obtain overnight accommodation away from Victoria, the Company shall either arrange and pay for the accommodation or, upon production of receipts, reimburse the employee for the cost of the commercial accommodation obtained.

23.02 Where overnight accommodation is provided pursuant to Article 23.01, the Company shall either provide meals or provide the employees with a meal allowance as follows:

Breakfast	\$ 7.50
Lunch	\$ 9.25
Dinner	\$17.75

#### ARTICLE - 24

##### CONTRACTING OUT

24.01 The Company agrees not to contract out any work presently performed by employees covered by this Agreement which would result in the laying off of such employees.

#### ARTICLE - 25

##### MARINE DISASTER

25.01 In the case of shipwreck or disaster necessitating the abandoning of the ship, the employees shall be returned to Victoria at no cost to the employees. The Company shall determine the means of travel and time spent in travelling to Victoria shall be considered time worked.

25.02 In the event of shipwreck or disaster as specified in 25.1, and the employee incurs a loss of clothing, equipment, tools or personal effects which are required in the performance of their duties, the employee shall be reimbursed in a sum not to exceed two hundred dollars (\$200.00).

25.03 Prior to an employee being entitled to claim any amounts under this provision, the personal effects lost, other than clothing, must have been itemized and submitted to the Company prior to the item being brought on board the vessel.

#### ARTICLE - 26

##### RELIEVING QUARTERMASTER

26.01 No Deck officer shall relieve the Quartermaster except in case of an emergency.

**ARTICLE - 27****SEVERANCE PAY**

- 27.01 Full time employees with more than one years service, who are displaced and for whom no job is available due to permanent reduction in the number of vessels will be entitled to severance pay in the amount of one weeks pay for each season of service with the Company. For the purposes of this Article, season shall be defined as the anniversary of the employees' appointments to full time positions.
- 27.02 In the event that the ship is to be tied up permanently, the Company will provide the Union and employees with as much advance notice as possible.

**ARTICLE - 28****CREW EQUIPMENT AND CLOTHING**

- 28.01 a) i) If the Company requires any unlicensed crew member to wear a uniform, the Company will supply the uniform and the employee will maintain it to an acceptable standard.
- ii) The Company will provide to each employee with five (5) months seniority a safety shoe allowance of ten dollars (\$10.00) per month.

**ARTICLE - 29****TERMINATION OF AGREEMENT**

- 29.01 This Agreement is effective the date of signing and shall remain in effect until midnight, December 31st, 1996.
- 29.02 The wages paid under this collective agreement may be reopened for negotiation by either party on December 31st, 1995.





**29.03 Notice to Bargain**

- (a) This Agreement may be opened for bargaining by either party giving written notice to the other party on or after October 1, 1996, but in no event not later than midnight, December 31st, 1996.
- (b) Where no notice is given by either party prior to September 30, 1996, both parties shall be deemed to have given notice under this clause on November 30, 1996.

**29.04 Change in Agreement**

Any change deemed necessary in this Agreement may be made by mutual agreement at any time during the life of this Agreement.

**29.05 Agreement to Continue in Force**

Both parties shall adhere fully to the terms of this Agreement during the period of bona fide collective bargaining.

**29.06 Effective Date of Agreement**

The provisions of this Agreement, except as otherwise specified, shall come into force and effect on the date of signing of this Agreement.

Signed on Behalf of:

**VICTORIA LINE LTD.**

Signed on Behalf of:

**SEAFARERS' INTERNATIONAL UNION OF CANADA**

Dated at Victoria, B.C. this 31 day of May, 1995.

MEMORANDUM OF UNDERSTANDING

RE: WEST COAST HOURS OF WORK LEGISLATION

The parties agree to apply to Labour Canada for the variances and exemptions to the Canada Labour Code necessary to allow the Company to pay the members of the bargaining unit for hours worked on a bi-weekly basis. This means that employees will be required to work shift schedules in excess of forty (40) hours per week without overtime during the operating season.

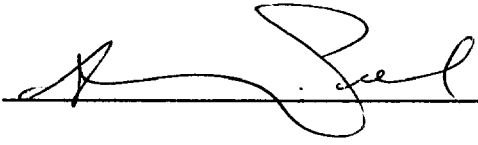
The parties agree that they will implement a lay-day system if the necessary variances and exemptions are not granted.

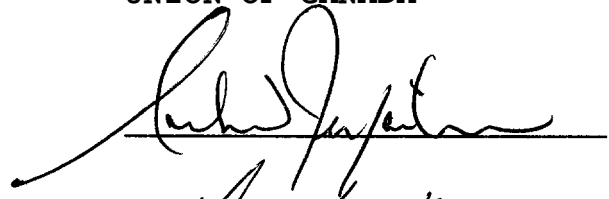
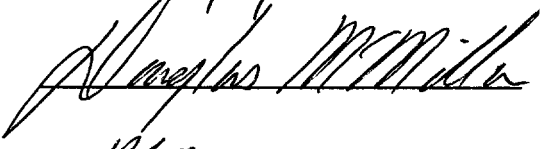
Signed on Behalf of:

Signed on Behalf of:

VICTORIA LINE LTD.

SEAFARERS' INTERNATIONAL  
UNION OF CANADA

  
\_\_\_\_\_  
President & CEO

  
\_\_\_\_\_  
  
\_\_\_\_\_

Dated at Victoria, B.C. this 31 day of May, 1995.

**MEMORANDUM OF UNDERSTANDING**

**JOINT COMMITTEE**

**RE: OPERATIONAL EFFICIENCIES**

The parties agree to establish a joint committee to discuss operational efficiencies. This committee will have an equal number of employees and managers. The purpose of this committee will be to provide a forum for employees to propose operational efficiencies.

Signed on Behalf of:

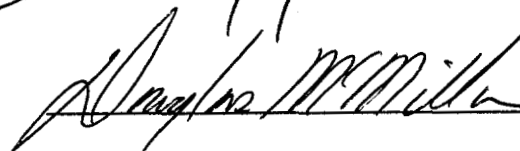
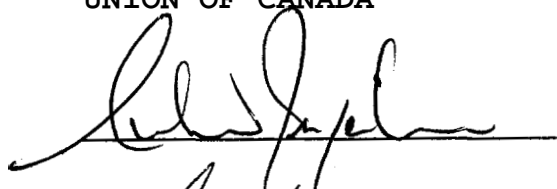
**VICTORIA LINE LTD.**



President & CEO

Signed on Behalf of:

**SEAFARERS' INTERNATIONAL  
UNION OF CANADA**



Dated at Victoria, B.C. this 31 day of

1995.

MEMORANDUM OF UNDERSTANDING

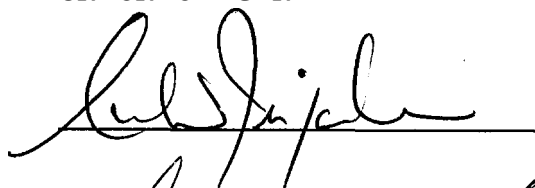
The Company agrees to make an annual lump sum payment of \$2,500.00 to the Union at the beginning of each navigational season.

Signed on Behalf of:

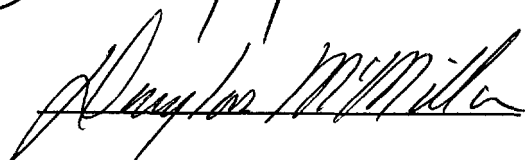
Signed on Behalf of:

VICTORIA LINE LTD.

SEAFARERS' INTERNATIONAL  
UNION OF CANADA



President & CEO



Dated at Victoria, B.C. this 31 day of

## APPENDIX "A"

## WAGES

	<u>REGULAR</u>	<u>1.5 X</u>	<u>2 X</u>
GPR	\$14.50	\$21.75	\$29.00