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COLLECTIVE AGREEMENT



BETWEEN:

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IMPERIAL OIL

IMPERIAL SKEENA

AND

CANADIAN MERCHANT SERVICE GUILD

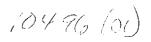
(hereinafter referred to as "The Guild")

*EFFECTIVE:

OCTOBER 1ST, 1993

EXPIRY:

SEPTEMBER 30TH, 1996



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AGREEMENT

BETWEEN:

IMPERIAL OIL -IMPERIAL SKEENA-

(hereinafter referred to as the "Company")

AND:

· · · ·

CANADIAN MERCHANT SERVICE GUILD

representing, Mates and Engineers (hereinafter referred to as "The Guild")

PREAMBLE:

For the purposes of this Agreement, the "Company" shall mean **Imperial** Oil - **Imperial Skeena**, at Port Moody, B.C., as of the date of signing this Agreement.

The intent of this Agreement is to ensure for the Company, the Guild and the represented Officers employed by the Company the full benefits of orderly and legal collective bargaining, and to promote harmonious employment relationships between the parties.

As signatories to this Agreement, it shall be the duty of the Company and the Guild to abide by the terms set out hereinafter.

1. **RECOGNITION**

- 1.01 The Company recognizes the Guild as the sole and exclusive bargaining agent for its certificated marine Officers aboard the vessel "Imperial Skeena" at Port Moody, B. C., except Masters, in accordance with the Certificate of Recognition issued by the Canada Labour Relations Board July 16, 1993.
- 1.02 The Company recognizes the Guild as a source of supply for all Officers covered by this Agreement and may request same from the Office of the Guild. The Company agrees to employ only members of the Guild in good standing.
- 1.03 The Company agrees not to discriminate against or intimidate any member of the Guild for his/her activities on behalf of/or for membership in the Guild.

Article 2

2. GUILD DUES AND FEES

- 2.01 Effective the last pay period of each month, the Company shall deduct from the wages due and payable each Officer coming within the scope of this Agreement, an amount equal to the uniform monthly membership fees and any assessments *d* the Guild. The amount so deducted shall only be changed during the term of this Agreement to conform with changes in the amount of the regular fees of the Guild in accordance with its Constitution and By-laws.
- 2.02 **All** deductions required under this Article will be forwarded to the Western Branch of the Guild, attention of the Secretary-Treasurer within thirty (30) days together with a list in duplicate showing the names of the Officers to whom said deductions are to be credited and the month for which the deductions are made.
- 2.03 The Company agrees to pay to the Guild an administration fee of twenty-nine dollars and seventy-seven cents (\$29.77) per month for each Guild member employed during that month. Such fee will be forwarded the following month together with employee Guild dues deductions.

3. WARRANTY OF CONTINUOUS OPERATION

- 3.01 The Company, signatory to this Agreement, and the Guild agree that there shall be no strikes or lockouts during the life d this Agreement.
- 3.02 There shall be no slowdown or stoppage of work during the period when a grievance is being resolved.
- 3.03 Refusal to pass through a picket line which has not been held to be illegal shall not be construed as a violation of this Article.

Article 4

4. PROBATION AND APPOINTMENT

- 4.01 The first six (6) months of employment for a full-time Officer appointed *to* a regular position shall be a probationary period during which the Company may assess whether an Officer is suitable to be retained and if so, where in the Company's operations he/she may be best employed.
- 4.02 Any Officer re-employed by the Company after having separated from its employment shall, when re-employed, again be a probationary Officer as herein provided, except those Officers recalled from lay-off.
- 4.03 The Company shall have the right to appoint employees from within the Company to Officer status, providing:
 - (a) The employee possesses the required certificate.
 - (b) The employee *to* be appointed is a member in good standing of the Canadian Merchant Service Guild.

Article 5

5. MEDICAL EXAMINATIONS

5.01 It is agreed that the Company has the right to have all Officers medically examined for fitness and any Officer found medically unfit

for service at sea shall not be employed, or, if employed, may be dismissed. Medical examination shall be at the Company's expense. The Officer shall be compensated with one half (1/2) of a calendar day's pay for each such examination except for pre-employment medical.

5.02 Where the Company discharges an Officer for medical reasons, the question of the Officer's fitness for full sea duties in the category in which he is to be employed may be referred to a competent medical authority, acceptable to the Company, the Guild and the Officer concerned.

Article 6

6. **GRIEVANCE PROCEDURE**

6.01 **DEFINITIONS:**

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Grievance - Any difference concerning the interpretation, application or operation of this Agreement or any alleged violation thereof, including any question as to whether any matter is arbitrable shall be dealt with without stoppage of work in the following manner:

- (a) A regular Officer shall not be disciplined (which includes dismissal) without just cause.
- (b) Should an Officer be required to meet with his employer regarding a disciplinary action he shall be entitled to have a Guild representative in attendance.

INITIATION OF GRIEVANCE

- 6.02 Any grievance lodged by an Officer or the Guild shall be presented to a person designated for that purpose by the Company.
- 6.03 The maximum time for instituting a grievance concerning demotion, suspension, dismissal and all other disciplinary matters shall be seven (7) days from the date of demotion, suspension, dismissal or disciplinary matter. A Double Registered Letter shall be sent or delivered by hand to the Officer concerned, if he requests it. The maximum time for instituting a grievance concerning issues other than the above shall be thirty (30) days.

- 6.04 Grievances arising shall be dealt with and processed to settlement in the following manner:
 - **STEP 1:** The Officer or Officers involved shall first present the matter to the designated Company official.
 - **STEP 2:** If the matter is not satisfactorily resolved at Step **1** within seven (7) days of the date the grievance is presented, the Officer shall within thirty (30) days of that date refer the matter to the appropriate Guild representative, who shall then within seven (7) days submit the grievance, in writing, to the Company.
 - **STEP 3:** If a satisfactory settlement is not reached within fourteen (14) days of the date the grievance is submitted to the Company, the grievance may, within thirty (30) days d that date be referred to the Arbitrator, in the manner provided in Article 7.
- 6.05 Any grievance lodged by the Company shall be presented in writing to a person designated for that purpose by the Guild. If a Satisfactory settlement is not reached within seven (7) days of the date the grievance is presented in writing, the grievance may, within thirty (30) days of that date be referred to the Arbitrator, in the manner provided in Article 7.

TIME LIMITS

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- 6.06 (a) The time limits set out in the foregoing may be extended by mutual agreement of the parties.
 - (b) Failing mutual agreement to extend time limits, a grievance which has not been processed within the time limits shall be deemed to be abandoned and all rights of recourse to the Grievance Procedure under this Agreement in respect of this grievance shall be at an end.
- 6.07 Any grievance may be advanced directly to arbitration by mutual agreement of the parties.

INTERPRETATION RULING

6.08 Either party may, within fifteen (15) days notice to the other, request the Arbitrator to make an interpretation ruling on any question involving an interpretation of any terms of this Collective

Agreement. It is agreed that such an interpretation ruling will only be initiated as a result of one d the parties disagreeing with the actions or stated intended actions d the other party. In such instances, the Arbitrator shall invite the parties to make submissions in support of their respective interpretations at a hearing to be held for the purpose, and shall render a ruling within thirty (30) days of the conclusion of the hearing. Such a ruling shall be final and binding upon the parties and shall not be subject to reconsideration.

Article 7

7. ARBITRATION

7.01 In the case of a dispute arising under this Agreement which cannot be settled in the manner provided for in Article 6, the matter shall be determined by arbitration in the following manner:

ARBITRATOR

· · ·

7.02 The parties by mutual agreement appoint a Single Named Industry Arbitrator and an Alternate.

COST APPORTIONMENT

7.03 The parties shall bear in equal proportions the fees and expenses of the Arbitrator or the Alternate Arbitrator, including the rental of any premises used for the Hearing. This shall apply in all cases except where, as provided in Article 7.08, the Arbitrator is called upon to reconsider his Decision. In such latter instances the fees and expenses connected with his reconsideration of the Decision, including the rental of any premises used, shall be borne in fully by the party which requested such reconsideration.

POWERS

7.04 The Arbitrator shall have no authority to alter, modify, subtract from or supplement the provisions of this Agreement in any way.

ARBITRATION PROCEDURE

7.05 The party advancing the grievance shall notify the other party and the Arbitrator in writing d the issue *to* be arbitrated.

- 7.06 The Arbitrator shall then invite the parties to meet and present evidence, and shall render a decision within fifteen (15) days of concluding his hearing, said decision to be final and binding upon the parties to this Agreement, subject to the provisions of Article 7.08.
- 7.07 If, upon application by either party, it appears to the Arbitrator that the circumstances surrounding the grievance are of such urgency or seriousness as to justify disposition in a summary manner, then:
 - (a) The Arbitrator may order that the matter proceed to Arbitration without compliance with the grievance provisions of Article 6.
 - (b) The Arbitrator may proceed to hear the matter in such manner and in such time as he deems advisable.
 - (c) The Arbitrator may issue a summary decision, direction or order which shall be binding on the parties.
 - (d) The Arbitrator shall, within seven (7) days of his summary decision, render his decision in writing, and at that time he may, on his own initiative, vary the summary decision made by him.

The procedure outlined herein shall be subject to the provision of Article 7.08.

7.08 Either party may, within five (5) days of receipt of the Arbitrator's decision, notify the Arbitrator and the other party of its desire to have the Arbitrator reconsider his decision, such notice to be in writing and to be supported by reasons. The Arbitrator may proceed to reconsider the matter, and in the event that he does he shall render a decision within seven (7) days of receiving notice, provided that if he has to conduct a hearing into the matter he shall render a decision within fifteen (15) days of concluding the hearing.

Article 8

8. SENIORITY

8.01 For the purpose of this Article there shall be two (2) kinds d seniority:

- 1. **SERVICE SENIORITY** being length of service with the Company as an licensed Officer;
- 2. **CATEGORY SENIORITY** being length of service with the Company in a specified category of Officer-i.e. 1st Mate, 2nd Mate, Chief Engineer, Second Engineer and Assistant Engineer.
- 8.02 An Officer shall acquire seniority as of his date of employment with the Company as an Officer provided he has completed six (6) months continuous employment as an Officer.
- 8.03 The Company will provide the Guild with separate lists setting out both kinds of seniority. These lists shall include length of service in the above named categories and total service as an Officer. A seniority list to be posted on vessels every 12 months. A new seniority list shall be final if not disputed within four (4) months of it being posted.

9. **PROMOTIONS/LAYOFFS/RECALL**

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- 9.01 Promotions shall be based on ability, qualifications and seniority, ability and qualifications being sufficient to do the job, seniority shall prevail.
- 9.02 Should an Officer not be promoted in his turn, the authorized representative of the Officer shall, upon written request, be furnished with reasons thereof in writing.
- 9.03 In cases of layoff or recall Service Seniority shall be the determining factor subject to qualifications, experience and ability to do the job. The Company shall not be penalized because of the scheduling of the vessel. All Officers covered by this Agreement shall keep the Company and the Guild informed of their correct address and telephone number.
- 9.04 An Officer who has been laid off, or promoted out of the bargaining unit, will retain his seniority and the right to be recalled for a period of twelve (12) months from the date of layoff, or promotion, provided he reports to the Company when recalled. Should payment of Severance Pay be made, all rights including seniority and recall shall be at an end. An Officer who is given reasonable notice and

fails to report for work upon recall is subject to discharge from service.

- 9.05 Re-alignment of positions due to layoffs shall be inaccordance with the sequence set out below subject to qualifications, experience and ability to do the job.
 - (a) **DECK**
 - (i) Number of Chief Mates retained in accordance with Chief Mates category seniority, and
 - (ii) Displaced Chief Mates transferred to 2nd mate category and any realignment of positions to be based on category seniority.
 - (iii) Displaced 2nd Mates transferred to the unlicensed category and any realignment of positions to be based on Company Seniority.

(b) **ENGINEERING**

The above sequence shall apply similarly to Engineers with the divisions being Chief Engineer, Second Engineer and Third Engineer.

9.06 If an Officer is laid off and so remains for a period of more than twelve (12) months, all rights and benefits as an employee as of the date of his layoff will be at an end.

Article 10

10. STATUTORY HOLIDAYS

- 10.01 All Officers will be given the following paid statutory holidays:
 - New Year's Day Good Friday Easter Monday Victoria Day Canada Day B.C. Day

Labour Day Thanksgiving Day Remembrance Day Christmas Day Boxing Day 2nd Monday in February

- 10.02 In the event that an additional statutory holiday is proclaimed by the Federal Government, the second Monday in February will be deleted with the newly proclaimed holiday observed in its place.
- 10.03 (a) The rate of pay for work on a Statutory Holiday is time and one half the straight time hourly rate in addition to the regular pay and leave factor for the day.
 - (b) For each statutory holiday not worked, an employee shall be paid an additional day (8 hours) at time and one-half the straight time hourly rate.
- 10.04 Examples of Earnings and Credits for a full shift are as follows:

Twelve Hour Day				
-	Earnings	Day	Leave	Cash
Holiday Credit	2.24 Days	1		1.24
Time Worked Credi	t <u>3.36</u> Days	<u>0</u>	<u>1.24</u>	<u>2.12</u>
Total	5.60 Days	1	1.24	3.36

11. VACATION LEAVE

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11.01 On completion of twelve (12) months continuous service with the Company, an Officer shall be entitled to annual vacation with pay based on length of service as follows:

1 year but less than 10 years of service	3 weeks
10 years but less than 20 years of service	4 weeks
20 years but less than 25 years d service	5 weeks
25 years or more of service	6 weeks

- 11.02 Before becoming eligible for a vacation in any calendar year, an Officer must have been actively employed for a period d not less than four (4) months since termination of his/her last vacation.
- 11.03 Vacations shall be scheduled by the Company at times consistent with the requirements of the business.
- 11.04 If a recognized holiday occurs while an Officer is on vacation, he/she shall receive an extra day's vacation with pay.

- 11.05 An Officer who has been employed for at least thirty (30) days and whose services are terminated shall be paid a vacation allowance for vacation earned but not taken. Computation of vacation termination allowances shall be the more liberal of:
 - (a) 4% of earnings which would include pay for accumulated time off due at time of termination; or
 - (b) 6%, 8%, 10% or 12% of the Officer's regular salary or wages (exclusive of overtime pay, disability benefits, dirty work pay, pay for accumulated time off due and any other premium payments) depending on whether the Officer qualifies for 3, 4, 5 or 6, weeks vacation.
- 11.06 If an Officer whose services are terminated has received more vacation than he/she has earned up to date of termination a deduction shall be made from payment for any accumulated time off due him/her.

Article 12

12. HOURS OF WORK AND TIME OFF

- 12.01 (a) The hours of work for Officers on an operating vessel shall be twelve (12) hours per day, seven (7) days per week on the two (2) watch system of six (6) hours on and six (6) hours off commencing at the beginning of the day.
 - (b) As the Chief Engineer does not stand a watch he shall work flex hours as the demands of the job dictate.
- 12.02 When a vessel is in port watches may be broken at the discretion of the Master.
- 12.03 ACCUMULATED TIME OFF: Officers working eighty-four (84) hours per week shall be granted time off on the basis of 1.24 days for each twelve (12) hour day worked. When eight (8) hour work days are substituted, time off will be on the basis of .5 days for each eight (8) hour day worked.
- 12.04 Time off shall be accumulated and granted as conditions permit and shall be in accordance with the Canada Labour Code Standards and the West Coast Shipping Employees Hours of Work Regulations.

Article 13

13. LEAVES OF ABSENCE

WITH PAY

. . .

JURY DUTY

13.01 The Company shall continue the regular pay d an Officer whose absence is due to serving compulsory Jury Duty. Officers must make themselves available for work when not required to be in attendance as Jurors.

BEREAVEMENT LEAVE

13.02 The purpose of this leave is *to* provide time off for an Officer's attendance at the funeral of a close family member, and if necessary, to assist with funeral arrangements. Normally, time off would not exceed three (3) working days. If travel time for out-of-town services is required, reasonable additional time (up to two days) may be granted at the discretion of management. Cultural norms and special family circumstances may be considered by management in determining close family members and required time off.

A close family member is usually a parent, grand parent, spouse, child, grandchild, in-laws, brother or sister.

If an Officer is involved in other duties associated with a family death(e.g. executor d estate), required time off should be handled through vacation or request for unpaid personal leave,

WITHOUT PAY

- 13.03 On the written request of the Guild, an Officer delegate will be granted a period not to exceed twenty-one (21) days in any calendar year to attend conventions, meetings or conferences of the Guild. Requests for such Leaves of Absence shall be submitted as early as possible but in any case at least seven (7) days in advance.
- 13.02 Upon written request, individual Officers may, with the Company's consent in writing, obtain a leave of absence without pay. The written consent shall state the dates at which the Leave of Absence begins and ends and, if the Officer concerned does not return to work on or before the end of such leave of absence, his

name shall be removed from the seniority list. If such an Officer is allowed to return to work after the expiration date of the leave of absence, he shall for seniority purposes be considered as a new employee. However, an extension to the leave of absence, not to exceed three (3) months, may be applied for and with the Company's consent in writing granted, provided the Officer concerned requests such extension in writing at least two (2) weeks before the projected termination of the prior leave of absence.

Article 14

14. EDUCATION AND UPGRADING

- 14.01 The Company shall have the right to approve and limit the selection and the number of Officers permitted to take courses at any one time.
- 14.02 The following concepts shall govern the payment of approved courses for certification.

REQUIRED

. . .

- (a) On Company required education and training programs, the employer will bear all costs of tuition, wages and where required room and board.
- (b) On required upgrading arising out of government regulations (e.g. M.E.D. and revalidation), the Employer will assist the Officer along the lines outlined in (a) above.

VOLUNTARY

- (c) On voluntary upgrading courses with controlled attendance the employer will bear the costs of tuition, books and fees, and the Officer will contribute his time. An Officer who fails to successfully complete a course shall reimburse the Company for tuition, books and fees.
- 14.03 (a) If an Officer runs out of leave time during attendance at an approved course, the Company shall advance him funds to the extent of continuing the Officer's normal take-home pay and shall continue benefits including Statutory Holidays, for up to a period of three (3) months with the exception of sickness benefits.

- (b) If Government assistance is available, the Officer shall apply and if granted, the amount advanced by the Company during the course shall be reduced by the sum of such government assistance.
- 14.04 At the completion of the course, an Officer shall return to work for the company until such advance is repaid. If the Officer fails to do so, the Guild will render co-operation toward recovery of the advance.

15. **RATES OF PAY**

- 15.01 Rates of Pay for all bargaining unit positions shall be as contained in "Schedule **A**".
- 15.02 Salary will be paid by direct deposit twice monthly.

Article 16

16. **OVERTIME**

- 16.01 Time worked in excess of regular hours *to* be paid at the rate of double the straight time hourly rate.
- 16.02 Overtime shall be calculated at a minimum of one (1) hour and in one half (1/2) increments thereafter.

When Officers off duty are called for overtime work, they shall be allowed twenty (20) minutes call-out (thirty (30) minutes during the period October 1 - March 31) and such call-outs shall be considered as time worked. In the event an Officer is called more than once during an off-watch period and there is less than one and one half (1 1/2) hours between the time of the second call and the time of completing the first call, his overtime shall be deemed to be continuous from the time of the first call.

- 16.03 The payment of overtime will not apply in the event *o*f an emergency or during boat and fire drills.
- 16.04 Chief Engineers shall be exempted from the provisions of this Article.

Article 17

17. STAFFING

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17.01 The following rules shall be applied to determine the Officer complement of the vessel in order to maintain a safe and efficient operation at all times.

Master - Non-WatchkeepingChief Engineer - Non-WatchkeepingChief MateSecond EngineerSecond MateThird Engineer

Article 18

18. JOINT SAFETY COMMITTEE

18.01 There shall be a Safety Committee for the vessel comprised of representatives from the Company and the Guild. It shall meet monthly to review safety issues and may recommend action.

Article 19

19. DUTIES

- 19.01 The Master is in command of the vessel and the duties of all crew members regardless of position come under his direct control.
- 19.02 (a) The duties of a Deck Officer shall be primarily those of a Navigating Officer and a working supervisor of Unlicensed Crew members.
 - (b) The Deck Officer of the watch shall be responsible for the loading and unloading of bulk petroleum products, direct, supervise and assist the personnel in carrying out the loading or unloading. All documentation required in the handling of bulk petroleum products shall be completed by the Officer.
 - (c) A Deck Officer shall be required to take tank soundings and perform testing of petroleum products such as, sampling, flashing of distillates, densities, flight fuel tests, temperatures, do water cuts and/or take line samples.

- (d) When a Deck Officers assistance is necessary he may be required to perform some of the work of an unlicensed crew member.
- 19.03 The prime responsibility of an Engineer is the operation and maintenance of the engine room equipment and to maintain other engineered systems on the vessel.

Article 20

20. DUTIES OTHER THAN AS AN OFFICER

. . .

- 20.01 Unrelated duties for which Deck and Engineroom Officers may perform shall be compensated at a rate of one hour's straight time of basic monthly wage rates for each six (6) hours of watchkeeping duty.
- 20.02 (a) An Officer required to perform non-Officer duties as listed below shall be paid for the first hour and each one half hour thereafter worked on watch a premium of one hour's straight time pay and for the first hour and each one half hour thereafter worked off watch a premium of two times his straight time pay.
 - (b) Officers required *to* perform work in bilges, double bottoms, forepeak, afterpeak, coffer dam, storm valves, cleaning or repairing choked water closets, sewage waste lines and tank shall receive the above noted premium pay.
- 20.03 The Chief Engineer shall be excluded from the provisions of this Article.
- 20.04 The provisions of this Article shall not apply when safety of life at sea is involved.

Article 21

21. OFFICERS WORKING BY THE VESSEL

21.01 When a vessel is tied up in the home port for repairs or overhaul, Officers may be requested to work by on the basis of twelve (12) hours per day. For all such hours worked compensation shall be made at the applicable straight time rate. All work

performed in excess of twelve (12) hours per day shall be compensated for at the applicable overtime rates.

Wherever possible repair work or overhauls will not be carried out on a Statutory holiday. Where this work is performed on such days compensation shall be made as per Article 10.

Where possible the employer will endeavour to provide forty-eight (48) hours of notice of putting the vessel into annual over haul.

- 21.02 When an Officer who lives out of town, works by during an overhaul or repairs he shall be provided with accommodation and meals. When meals are not provided a subsistence rate of thirty dollars (\$30.00) per day shall be paid on the basis of eight dollars (\$8.00) for breakfast and lunch and fourteen dollars (\$14.00) for dinner.
- 21.03 The rate of pay for an Officer employed on overhaul work, repairs and/or overseeing overhauls shall not be less than his hourly rate.
- 21.04 One Master and one Chief Engineer who normally work on the Vessel shall be in attendance during Steamship Inspection of life saving and fire fighting equipment.

Article 22

22. CLOTHING

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- 22.01 The Company will provide any protective clothing or equipment required and approved by Workers' Compensation Regulations for the handling of specific cargo requiring same.
- 22.02 The Company will provide quality ear protectors without cost to Officers. The Officer may elect either headsets 'or earplugs provided the appliance chosen afford the necessary protection against noise levels to which the Officer expects to be exposed. Officers working in operating engine rooms shall wear hearing protectors. Temporary or relief Officers will be provided headsets in the event they do not have their own.
- 22.03 Any Officer who suffers clothing damage as a result of handling dangerous cargo, e.g. battery acid, shall be reimbursed for

reasonable cost incurred in replacing the damaged clothing.

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- 22.04 Upon request by Officers, the Company shall supply proper work gloves, free of charge, suitable to the work to be performed.
- 22.05 Officers shall be in receipt of four **(4)** pairs, of fire protective coveralls or pants and shirts, at no charge, as may be required for the protection of the Officers while performing their duties. Such items shall be replaced when such items become unserviceable due to wear or damage.
- 22.06 The Employer shall provide each Officer a safety shoe allowance of one hundred dollars (\$100.00) against proof of purchase. Eligibility *to* the allowance shall be renewed every twelve (12) months after it was last paid. Where the Officer leaves the employ of the Company before acquiring six (6) months service the allowance will be deducted from final pay.
- 22.07 The Company shall provide each Officer on request a D.O.T. approved floater vest. The Company shall issue the vests and will replace them when necessary.
- 22.08 Cold weather gear (Winter Parka) will be supplied as necessary and other equipment as needed for the safe and efficient operation will also be made available as required.
- 22.09 Upon request rain jackets and pants shall be supplied.

Article 23

23. SUBSISTENCE AND CREW CHANGES

- 23.01 At any DOCK when, due to overhaul, or any emergency, subsistence and room cannot be provided aboard, the Company shall provide hotel/motel accommodation at no cost *to* the Officers, and a subsistence allowance as itemized below, in addition to their regular wage.
- 23.02 The subsistence policy applies only in cases where the vessel is laid-up and room and/or board is not provided. When Officers are joining or leaving a vessel in operation other than at or from the vessels home dock, B.C. all reasonable expenses will be refunded including room, meals and transportation.

Article 24

24. COMPANY BENEFIT PLANS

24.01 Full-time employees coming under the terms d this Agreement shall be eligible for the Employee Benefits Program of Imperial Oil, Subject to all the terms and conditions therein, and subject also to any revisions or amendments that may be made and applicable to participating employees during that period.

Article 25

25. RENEWAL, AMENDMENT AND TERMINATION

- 25.01 Except as otherwise provided herein, the Agreement shall be effective from October 1st, 1993 through September 30th, 1996 and thereafter shall continue from year to year unless either party gives notice in writing of its intention to terminate the Agreement or enter into negotiations for the purpose of amending the Agreement within a period of not less than thirty (30) days and not more than ninety (90) days prior to any such yearly date of termination.
- 25.02 If notice of intention to amend is given either party in writing pursuant to the provisions of the preceding clause, negotiations shall commence not later than three (3) weeks after the date of such written notice as at a date mutually agreed upon.
- 25.03 With notice as provided in Article 25.01, this Agreement may be re-opened on October 1st, 1995, for the purpose of re-negotiating the Rates of Pay as provided in Schedule "A". Such negotiations shall include the right to strike.

IN **WITNESS WHEREOF**, the parties hereto have executed this Agreement the day and year as below:

DATED this

day of

, 1994

CANADIAN MERCHANT

IMPERIAL OIL -MP/ERIAL SKEENA

SERVICE GUILD

SCHEDULE "A"RATES OF PAY

POSITION MO	NTHLY RATE	HOURLY RATE	<u>O.T. RATE</u>		
EFFECTIVE JAN	UARY 1ST, 19 \$4,487.00	94 \$27.61	\$55.22		
Second Mate	\$4,237.00	\$26.07	\$52.14		
Chief Engineer	\$6,170.00				
Second Engineer	\$4,487.00	\$27.61	\$55.22		
Third Engineer	\$3,814.00	\$23.47	\$46.94		
EFFECTIVE OCTOBER 1ST 1994 Chief Mate \$4,531.00 \$27.89 \$55.78					
Second Mate	\$4,279.00	\$26.33	\$52.66		
Chief Engineer	\$6,232.00				
Second Engineer	\$4,531.00	\$27.89	\$55.78		
Third Engineer	\$4,002.00	\$24.63	\$49.26		
EFFECTIVE SEP Third Engineer	FEMBER 30TH \$4,279.00	l, 1995 \$26.33	\$52.66		
The following Certificate Allowances shall be paid monthly.					

· . • .

Chief Mate 2nd Mate	Master H.T./ON 1 MASTER H.T./ON 1	\$75.00
2nd Mate	ON2	\$45.00
2nd Engineer 3rd Engineer	2RD CLASS MOTOR 2ND CLASS MOTOR	\$75.00

Time Off: 1.24 days for each 12 hour day worked.

Overtime: Authorized overtime worked beyond regular work day will be paid at double time, as per above rates.