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Canada Steam Ship Ln

**COLLECTIVE AGREEMENT**

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**BETWEEN**

**SEAFARERS' INTERNATIONAL UNION  
OF CANADA**

**AND**

**P & H SHIPPING**

135 83 (01)

**EFFECTIVE: JUNE 1, 2001**

WHEREAS the Company operates, owns, manages and/or bareboat charters ships in Canada, in both inland and home trade voyages as defined by the Canada Shipping Act as amended, but not: in foreign voyages as defined under the same Act, and for which the Union may have a separate form of Agreement.

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

#### 1. GENERAL PURPOSE OF THIS AGREEMENT

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

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

One (1) Union Representative;

and

One (1) Management Representative.

The purpose of the Labour Management Committee shall be to discuss and resolve matters of mutual interest and grievances prior to referring them to arbitration.

Committee meetings shall be held no less than once every eight (8) weeks.

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

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

## 2. RECOGNITION AND MANAGEMENT RIGHTS

- (a) The Company recognizes the Union as the sole and exclusive representative for the purpose of collective bargaining for the unlicensed personnel employed on the Company's ships, which unlicensed personnel are hereinafter referred to as "employees" which word shall include the singular as well as the masculine and feminine.
- (b) The Union agrees that the Captain, Chief Engineer, or designated Management representative have the exclusive right to hire, suspend, or discharge employees for cause, direct the crew, determine qualifications, promote or lay-off employees.
- c) Probationary Employees
1. An Employee (other than a *relief employee or job sharer as defined at Article 29*) shall be considered to be a probationary employee until he/she has been employed by the Company in the bargaining unit for a period of ninety (90) days working on a vessel. During the period of probation, the employee's suitability for employment will be assessed by the Company
  2. At any time during the period of probation, an employee may be released by the Company if the Company judges the employee unsuitable for employment. In the event a probationary employee grieves his/her release, the Company shall be required to show that it acted reasonably in judging the employee unsuitable for employment with the Company.
  3. Relief employees and job sharers (as defined in Article 29) are not considered employees on probation and may be released at any time.
- (d) Discipline shall be governed by the principles and procedures laid out in the Disciplinary Code as agreed to by the Company and the Union.

## 3. CLAUSE PARAMOUNT

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

#### 4. GOVERNMENT LAWS AND REGULATIONS

Nothing in this Agreement shall be so construed as to affect the obligations of the signatories under the provisions of the Canada Shipping Act as amended, or other government legislation, or to impair in any manner whatsoever the authority of the Captain,

#### 5. MAINTENANCE OF MEMBERSHIP AND EMPLOYMENT

- (a) An employee covered by this Agreement who is not a member of the union shall, within thirty (30) days of employment, make application for membership in the Union. If the Union refuses to accept such employee, a satisfactory written statement of reason must be supplied by the Union to the Company.
- (b) The Company agrees to maintain in their employ only members of the Union in good standing. "Good standing" is herein interpreted to mean that a member has not failed to pay the periodic dues, assessments and initiation fees uniformly required to be paid by all members of the Union.
- (c) The Company shall not be required to discharge any employee under paragraphs (a) and (b) above unless and until a qualified replacement is available, subject to the Captain's determination and the grievance procedure.
- (d) The Company agrees to deduct initiation fees and/or monthly Union dues and/or assessments in respect to all employees covered by this Agreement in the amounts as established by the Union.

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

All amounts required to be deducted by the Company by this Article shall be remitted to Union Headquarters no later than the 25th day following the end of the pay period.

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

- (f) The Company agrees that during the period this Agreement is in effect, all personnel to be hired shall be requested through the offices of the Union closest to the location of the vessel for which the request is made. In addition, the Union shall supply the name of the employee to be dispatched as soon as such name is determined to the person having made such a request.
- (g) The union agrees that its dispatch facilities shall be available as follows:
1. The Union Dispatch Halls shall be open Monday through Friday from 09:00 hrs. to 17:00 hrs.
  2. Shipping shall be conducted at all ports in accordance with the above stated hours, Monday through Friday.
  3. Telephone numbers of Union officials in each port shall be furnished to the Company in case of emergency calls for employment.
  4. Outside the hours of 09:00 hrs. to 17:00 hrs. the Union Hall shall have an answering service available for incoming calls which are received.
  5. The Union Dispatch facilities shall be closed on all statutory holidays specified in Article 12 herein and on all other Federal and/or applicable Provincial statutory holidays. Where such statutory holidays fall on a Saturday or Sunday, the Union Dispatch Halls shall be closed on the following Monday or on the next juridical day should the following Monday be a statutory holiday.
- (h) The Union agrees to cooperate fully with the ships' officers and management of the Company in obtaining qualified, reliable employees to fill vacancies as they occur. When employees are requested, the Union agrees that the Company's requirements will be filled as quickly as possible.
- (i) When presenting themselves for employment, members shall remit a Union dispatch slip and discharge book to the Captain or designated ship's officer. Members who are refused for employment must be immediately furnished in writing with a valid reason for such refusal. If the member is not accepted by the Company as a result of or because of an error committed by the Company in placing a call for a replacement, the said member shall be reimbursed any and all reasonable

transportation costs to and from the vessel, living expenses supported by receipts and shall receive one day's basic pay.

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

- (j) The right of any employee to employment with the Company shall be conditional upon the employee being medically fit to perform his duties and in possession of a valid Medical Fitness Card. The Company may, at any time, cause the employee to be medically examined at the Company's expense.
- (k) Refusal of any employee to work as directed or to obey lawful orders of his superior officers shall be grounds for discharge. Any employee who leaves a vessel without being properly relieved shall forfeit his or her job with the Company.
- (l) The parties agree that where the Union fails or is unable to fill a request for unlicensed replacement personnel acceptable to the Company within forty-eight (48) hours of the receipt of the Company's request, the Company shall be free to engage such unlicensed personnel through any other available source, subject to appropriate rules hereinafter.

1. Where an employee terminates his employment with the Company, he shall provide an officer with a minimum of forty-eight (48) hours written notice. Such notice shall be in writing and in duplicate so that the employee can retain a signed copy from the officer, The officer shall immediately thereafter request the Union to supply the required personnel.

If the union is unable to dispatch the replacement personnel within forty-eight (48) hours, the Company may hire replacement personnel from any other source available on a temporary basis only. Should this occur, the Captain upon hiring temporary personnel shall immediately notify the nearest Union office so that the replacement personnel hired by the Company will be replaced by a Union member as soon as possible.

2. When, as indicated above, the officer does not provide the Union with a minimum of forty-eight (48) hours notice for

replacement personnel, the Union shall in any event endeavour to dispatch the requested personnel within the time limits required by the Company. However, if the union is unable to dispatch within the time limits required by the Company, the Company shall be free to hire replacement personnel on a temporary basis only. Should this occur, the Captain upon hiring temporary personnel shall immediately notify the nearest Union office so that the replacement personnel hired by the Company will be replaced by a Union member as soon as possible.

3. Where an employee terminates his employment without giving forty-eight (48) hours written notice to an officer, an officer shall notify the nearest Union hall immediately with the request for replacement personnel. However, if the Union is unable to dispatch within the time limits required by the Company, the Company shall be free to hire replacement personnel on a temporary basis only. Should this occur, the Captain upon hiring temporary personnel shall immediately notify the nearest Union office so that the replacement personnel hired by the Company will be replaced by a Union member as soon as possible.

4. Where an employee is discharged for cause, an officer shall notify the nearest Union hall immediately with the request for replacement personnel. However, if the Union is unable to dispatch within the time limits required by the Company, the Company shall be free to hire replacement personnel on a temporary basis only. Should this occur, the Captain upon hiring temporary personnel shall immediately notify the nearest Union office so that the replacement personnel hired by the Company will be replaced by a Union member as soon as possible.

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

- (m) The forty-eight (48) hour notice shall be waived at the employee's request, where there has been a death or other emergency in the immediate family of the employee.
- (n) Where the Captain or Chief Engineer decides to lay off, twenty-four (24) hours' written notice shall be given to the employee affected, stating therein the reason for such lay off. Such notice may be in the form of an announcement placed on the ship's bulletin board.

- (o) It is agreed between the parties that: when an employee returns from sick leave or a regular leave, he will notify the Captain twenty-four (24) hours ahead of time in order to facilitate the paying off of the relieving employee.
- (p) **The Company shall provide and pay the premiums for emergency health care coverage while outside of Canada.**

## 6. GRIEVANCE PROCEDURE

- (a) An employee who is refused employment, discharged, suspended, laid off or transferred from his employment has the right to file a grievance with the Company through the Union within five (5) days of its occurrence subject to the procedure outlined herein.
- (b) Where the employee has a grievance while working on board a vessel, he must present his grievance on Standard Grievance Form (if available) to the Captain or Chief Engineer with a copy to the ship's delegate within ten (10) days of the alleged occurrence.
- (c) Upon request of the grieving employee, the Ship's delegate shall assist in the grievance procedure. He shall not be subject to discipline for assisting the griever in the grievance procedure, provided such assistance does not interfere with the operation of the ship.
- (d) The Captain or Chief Engineer shall acknowledge receipt and reply to the grievance by completing and returning to the griever a duly completed Standard Grievance Form (if available) within five (5) days of receipt of grievance.
- (e) If settlement is not achieved upon receipt by the griever of the Captain's or Chief Engineer's reply, the griever shall submit the Standard Grievance Form to the Union immediately.
- (f) Within thirty (30) days of the Captain's or Chief Engineer's reply, the union shall submit the duly completed Standard Grievance Form to the head office of the Company.
- (g) Within thirty (30) days of the date the grievance is submitted by the Union to the Company's head office, the Company shall reply to the grievance.



- (h) The Union shall also have the right to submit a grievance in writing to the representative of the Company on behalf of all the employees in the bargaining unit or a group or category thereof within thirty (30) days of the occurrence giving rise to the grievance. In both these instances above, the Company shall reply to the grievance as per clause (g) above.
- (i) A labour management meeting shall be held between the Company and the SIU prior to a grievance being referred to arbitration.
- (j) If the grievance is not settled at the meeting referred to in clause (i) of this Article, the grievance must be referred to arbitration within ten (10) days thereafter.

## 7. ARBITRATION

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

- (a) The arbitration board shall consist of one (1) Arbitrator who shall be jointly selected by the Union and the Company. This selection shall be made within ten (10) days after the request for arbitration has been made by either party to this Agreement. In the event that the parties fail within the said ten (10) day period to agree upon the selection of an Arbitrator, the matter may be referred by either party to the Minister of Labour for Canada, who shall select and designate the Arbitrator.
- (b) In the event the arbitration board is vacated by reason of death, incapacity or resignation, or for any other reason, such vacancy shall be filled in the same manner as is provided herein for the establishment of the board in the first instance.
- (c) A statement of the dispute or question to be arbitrated shall be submitted by both parties, either jointly or separately, to the Arbitrator within fifteen (15) days of his appointment. The arbitration board shall convene within twenty (20) days following the appointment of the Arbitrator unless otherwise mutually agreed by the parties, and shall render its decision as soon thereafter as possible.

- (d) The decision of ~~the~~ hoard shall be limited to the dispute or question contained in the statement ~~or statements~~ submitted to it by the parties. **The decision of the arbitration board shall not: change, add to, vary or disregard any conditions of this Agreement.**

The decisions of the Arbitrator which **are** made under the authority of this Arbitration Article shall be final and binding **upon** the Company, and the Union and **all persons concerned.**

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

#### 8. UNION OFFICERS BOARDING VESSELS

- (a) The Company agrees to issue passes to the **Union's representatives for the purpose of consulting** with its members aboard **vessels of the Company** covered by this Agreement. **Representatives of the Union shall be allowed on board vessels at principle loading and unloading ports as well as in the St. Lawrence Seaway and the Welland Canal.** Such **representatives shall have the right to engage in negotiation with the Captain or officers in charge of the ship in respect of any dispute or grievance, but shall not have the right to interfere** In any way with the operations of **the vessel.**
- (b) **The Union shall submit to the Company the name and relevant particulars of the bona fide Union members authorized by the Union to act as its representatives provided that the Company, upon receiving from any representatives a waiver, in form satisfactory to the Company, of any claim for any damage resulting from any accident or injury in or about Company property, shall thereupon issue a Pass to each such representative enabling him to board the Company's ships in port for the purpose herein provided. In the event that such privilege is withdrawn from the designated Union representative, the Union will undertake to notify the Company to revoke such pass.**
- (c) **The Union representative shall not violate any provision of this Agreement or interfere with the Officers aboard the ship**

or retard the work of the vessels, subject: to penalty of revocation of the Pass granted herein. Any such revocation shall be subject to the Grievance Procedure.

- (d) The Company assumes no responsibility for securing passes to or through property **owned** or controlled by others, but the Company agrees to cooperate with the Union in endeavouring to secure such passes.
- (e) The Company grants to the union the use of the bulletin boards for the posting of notices of Union meetings, elections, election results, appointments and social and recreational events or other legitimate Union business, The bulletin boards shall not be used by the Union or its representatives for posting and distributing brochures of a political or advertising nature.

#### 9. SENIORITY AND PROMOTIONS

- (a) At the lay-up of the vessel for the season, the vessel/Company shall provide each satisfactory employee with a Notice of Intent which will contain the following information:  
 Name of Ship  
 Employee's Name  
 Home Address  
 Home Telephone  
 Rating  
 Captain/Chief Engineer

This notice will certify that the employees listed have indicated their intention to resume their employment with that vessel for the following navigation season. The notice will be signed by the Captain/Chief Engineer as acceptance of the notice of intent and his endorsement. An employee is entitled to return only to the ship that the employee laid up.

The notice does not constitute a promise of employment if the vessel which was laid up is not placed in operation by the Company. Unlicensed personnel will receive a notice of seventy-two (72) hours prior to joining the ship unless exceptional circumstances arise. In this case a relief employee will be called for those unable to join on short notice.

The notice of recall for duty shall be by telephone. If by telephone and there is no answer, the Company will immediately send written notice by registered mail, **priority**

**post, courier, or telegram.** If a written notice is sent, the employee must acknowledge receipt of said notice within **twenty-four (24)** hours of its delivery. Failure to acknowledge shall constitute unavailability for service. The notice shall be cancelled in any undertaking expressed or implied where any employee groves unavailable for service at time of recall subject to reasonable travelling time allowance.

**(b)** Should a permanent position become available, it may be offered to qualified employees in the following order of **priority:**

- 1) An employee severed as par clause 42 b (i)
- 2) An employees severed as per clause 42 b (ii)
- 3) A permanent employee on that ship in mother rating. Skill and efficiency being equal, the employee with the greatest seniority will be chosen.
- 4) Should the position remain unfilled, the Company may promote a permanent employee from another ship within the fleet at large. When the Company exercises this tight, the employee promoted shall suffer no loss of wages or seniority. All related costs incurred by the promoted employees shall be reimbursed.

**(c)** A promotion shall like lay-offs and rehiring, be baaed on an employee's skill and efficiency. These being equal, the preference shall be given to an employee with the greatest seniority with the vessel.

**(d)** Where the Company commissions additional vessels, the Company may reassign fifty percent (50%) of the required crew far the additional vessel from one other vessel within the existing fleet. Where the Company exercises these rights, employee transfers resulting therefrom shall be made at no expense and no loss of employment to the employees affected by the said transfers. Any further crew adjustments shall be mutually agreed to by the Company and the Union.

## 10. VACATION PAY

- (a) An employee having completed less than one (1) full year of service with the Company shall receive vacation pay as per Article 10 (e) equal to four percent (4%) of his gross wages earned during the current pay period.
- (b) An employee having completed one (1) year of service with the Company or up to and including five (5) full consecutive years of service with the same employer shall receive vacation pay as per Article 10 (e) equal to five percent (5%) of his gross wages earned during the current pay period.
- (c) An employee having completed more than five (5) full consecutive years of service with the Company shall receive vacation pay as per Article 10 (e) equal to seven percent (7%) of his gross wages earned during the current pay period.
- (d) The right of an employee to receive vacation pay pursuant to paragraphs (b) and (c) above shall not be affected in any way where such employee is absent from his employment for reasons satisfactory to the Captain.
- (e) The Company shall pay all accumulated vacation pay to an employee at the end of each pay period.
- (f) The Company will recognize the seniority accumulated by S.I.U. members for vacation pay purposes if they are promoted into an Officers' bargaining unit.
- (g) A season of service is defined as consecutive season(s) from hire to anniversary date and, in accordance with the preceding clauses of this Article, the percentages shall change one (1) day after anniversary date.
- (h) When any ship is sold or transferred to a Company which is covered by an S.I.U. Collective Agreement, transferred employees will carry their entire seniority to the new owner or operator for the purpose of vacation pay calculations.

## 11. GENERAL AND EMERGENCY DUTIES

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

- (b) **Any work necessary for the safety of the vessel, passengers, crew or cargo, or for the saving of or rendering assistance to other vessels, lives, property or cargoes, shall be performed at any time on immediate call. by all employees and notwithstanding any provisions of this Agreement which might be construed to the contrary, in no event shall overtime be paid for the work performed in connection with such emergency duties of which the Captain shall be the sole judge.**
- (c) **The Captain may, whenever he deems it advisable, require any employee to participate in lifeboat or other emergency drills. Such drills will take place at least once per calendar month.**
- (d) **Each employee shall report on board at loading and unloading ports and be available for duty not less than thirty (30) minutes before time of sailing, as posted on the notice board, or as otherwise informed by the Officers in charge.**
- (e) **Mechanical Assistants are to assist with the taking and placing on board of engine room stores, in addition to their regular duties.**
- (f) **Watchkeeping A.B.'s shall not be required to work in cargo holds without the payment of the overtime rate, except during all periods of fit-outs and lay-ups.**
- (g) **Ordinary seamen on day work may be assigned to maintenance duties as designated by the Chief Engineer in the tunnel or engine room department.**
- (h) **When an employee is required to work in a classification outside of his regular classification he shall be paid at the appropriate rate of pay of an employee working that classification or his own rate of pay, whichever is greater.**

## 12. STATUTORY HOLIDAYS

(a) The Company agrees to recognize the following holidays:

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

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

(c) If any Statutory Holiday falls during an unlicensed crew member's scheduled time off, he will be paid a day's basic pay on the first pay day following his return to work. This paragraph will not apply in the case where an unlicensed crew member takes time-off after November 30th and does not return to work prior to fit-out.

(d) In addition to the rates of pay indicated in Articles 14(g) first paragraph, and 22, it is agreed between the parties that should this work be done on a Statutory Holiday an employee shall receive an extra hour's basic pay for each hour worked.

## 13. OTHER CONVENIENCES

(a) The following items shall be supplied to the unlicensed personnel employed aboard vessels of the Company.

1. A suitable number of clean blankets for each employee.

2. An adequate supply of sheets, pillow cases, hand and bath towels, standard brand or generic face soap and laundry soap or detergent, to be supplied at least once a week.
  3. An adequate supply of crockery.
  4. The Company agrees to supply on each vessel a washing machine, an iron and ironing board and where electrical capacity and space are available an electric dryer, and where space presently permits, space for drying clothes will be made available.
  5. Equipment for the purpose of making coffee shall be made available in the engine room and wheelhouse of all vessels. The Company agrees to pay the cost of maintenance of these appliances necessitated by normal wear and tear. Any members wilfully damaging or destroying linen, mattresses, and/or any of the above equipment, shall be held accountable for same and may be terminated.
- (b) Upon request, the Company shall supply two (2) pairs of coveralls to all permanent employees of the Engineerroom or Deck departments who have been in the employ of the Company for a minimum of ninety (90) days. Such items shall be replaced annually, if necessary, upon presentation of the old items. Members of the deck department may request that one pair of the coveralls be insulated.
  - (c) All permanent employees will be given a one hundred (\$100.00) dollar allowance towards the purchase of safety boots. This allowance shall be paid to each permanent employee at the end of November of each year on a separate cheque. Only CSA approved boots are acceptable. To receive this payment the employee must have been in the employ of the Company for a minimum of ninety (90) days.
  - (d) The Company will endeavour to have Bell Canada install a pay telephone in a convenient location, if another telephone is not available, when the vessel is laid up.
  - (e) The Company agrees to supply on each vessel one (1) stool for the use of the Wheelman. Such stool shall be available for use under circumstances satisfactory to the Captain or the Officer of the watch.
  - (f) With the prior approval of the Captain or Chief Engineer which shall not be unreasonably withheld, an employee may,



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while the vessel is in port, canalizing or at anchor, make private arrangements with other crew members to exchange watches and thereby permit him to go ashore.

- (g) **The Company shall supply either bottled or treated water for drinking on all vessels, accessible to all crew members in each department.**

#### 14. MEALS, COFFEE TIME AND LUNCHESES

- (a) Meal hours, when practicable, shall be as follows, unless otherwise directed by the Captain, but in no case shall the indicated hours be altered more than one half (1/2) hour in either direction, except in an emergency.

BREAKFAST from 07:30 hrs. to 08:30 hrs.

LUNCH from 11:30 hrs. to 12:30 hrs.

DINNER from 17:00 hrs. to 18:00 hrs.

- (b) A fifteen (15) minute coffee break shall be allowed each member of the crew on each watch, and for crew members on day work each morning and afternoon. Such coffee breaks for day workers shall be taken at the hours of 10:00 and 15:00 when the nature of the work permits, otherwise as near as possible to those hours. For watchkeepers such coffee breaks shall be taken as near as possible to the middle of the watch, and coffee must be available.
- (c) Where overtime is worked, coffee breaks must be allowed every two (2) hours. These coffee breaks shall be given in such a way that the operations shall not be unnecessarily interrupted.
- (d) Night lunches shall, be available for crews changing watches and those called to work overtime.
- (e) The Company agrees to make every effort to supply fresh milk and fresh fruit and vegetables, and to provide, meals in full and plentiful quantity at meal hours.
- (f) when a vessel is not in operation and meals as scheduled in Article 14(a) are not prepared for and served to the unlicensed employees who have not been laid off and are on board ship, the Company shall pay to or reimburse each crew member a meal allowance as indicated in Article 16.
- (g) Should an employee not receive one (1) full unbroken hour to eat a meal, he shall have one-half (1/2) an unbroken hour in

which to eat a meal and be paid straight through the hour at the overtime rate Monday through Friday and at the double (2) time rate outside an employee's regular hours of work and on Saturday, Sunday and Statutory Holidays.

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

- (h) During the repair period, when meals are not supplied on board ship and the laid-up vessel is at a distance where more than one (1) hour is required to have lunch, the Captain, Chief Engineer or the Officer in charge, with the support of the Company Head Office, will grant additional time (up to thirty (30) minutes) for the lunch period.

Should abuses occur involving the above mentioned policies, the cases must be brought to the attention of the Company in order that remedial action, if necessary, may be initiated.

#### 15. TRANSPORTATION COSTS

- (a) The Company shall provide for a permanent employee's transportation expenses only under the following circumstances:

i) When the vessel is laid-up and the employee is being sent home. This would also apply to relief employees who have received a letter of intent for the following shipping season.

ii) When the vessel is being fitted out and the employee is being called back to the ship.

iii) When going on or returning from scheduled time off.

iv) When the employee has to get off the ship due to illness or injury or is returning to work after same. In this case he shall have to show evidence of qualification for U.I.C. or S.M.P. sick benefits or Worker's Compensation.

v) When the employee is being transported by the Company during the course of his employment.

- (b) The Company shall provide reasonable transportation costs for an employee to travel to and from his home (as established in sub-paragraph (v) and (vi) below) in Canada but no further west than the Province of Ontario. The limitation of further west than the Province of Ontario does not apply to any permanent employee who at the time that this Collective Agreement becomes effective resides within Canada further west than the Province of Ontario. These costs are to include:
- i) First class surface passage and or economy air fare und or (where no public transportation is available) two-way car allowance.
  - ii) They shall provide for reasonable hotel accommodation and meal expenses when necessary, as per Article 16.
  - iii) All reasonable out-of-pocket expenses that are not covered in (i) and (ii) above (including taxis and limousines).
  - iv) Where no public transportation is available and the employee must use his own vehicle, the Company shall pay a two-way car allowance of **thirty-five (\$0.35)** cents per kilometre.
  - v) For the purpose of establishing home in (i) above, all permanent employees will be required at the commencement of each season to confirm with the Company a home address. Should at any time during the season, a permanent employee relocate to another location the Company will not be responsible for any increase in travel costs as a result of the relocation.
  - vi) For the purpose of establishing home in (i) above, all new permanent employees will be required at the commencement of their employment to confirm with the Company a home address. Should at any time during the season a permanent employee relocate to another location the Company will not be responsible for any increase in travel costs as a result of the relocation.
- (c) The Company shall ensure that the employee receives his transportation expense reimbursement within twenty-one (21) days after the date of receipt by the Company. All claims for transportation must be sent to the Company by Priority Post. Should the Company fail to reimburse the expenses within the twenty-one (21) day period, then they shall supply

the employee with a prepaid airline ticket back to his vessel should the employee request. Should the employee not utilize the prepaid ticket for its intended purpose, he shall be responsible to the Company for any costs incurred by the Company. Further, should an employee accept a prepaid ticket and not return to the vessel, he shall repay the cost of such ticket to the Company.

- (d) At annual fit-out an employee shall be given seventy-two (72) hours notice prior to joining his vessel. Notice shall be given in accordance with Article 9(a). If the notice or call for recall is for less than seventy-two (72) hours and necessitates the employee to travel on the previous day to join the vessel, he shall be paid eight (8) hours pay at his basic hourly rate of pay to cover travelling time.
- (e) When an employee falls sick or is injured, it will be the duty of the Captain to see that the employee gets first-aid or medical treatment as quickly as possible. Transportation to and from the hospital or clinic shall be provided in accordance with (b) above. On the doctor's recommendation, an employee may be assigned to light duties for up to ten (10) days otherwise he shall be transported home.
- (f) All job sharing and relief employees (including medical reliefs) who complete their relief assignment shall be paid the transportation costs back to the Dispatch Hall where the job call was originally placed with the exception of the end of the shipping season when they shall be paid the transportation costs to their home or the Dispatch Hall, where the job call was originally placed, whichever is the lower cost.
- (g) The parties agree to develop an alternative travel reimbursement option prior to the end of the 2001 shipping season. The Company would have the option to offer and the employees would have the option to accept a fixed amount paid directly to the employee, without receipts, upon arrival on or departure from the vessel, in lieu of reimbursement of their travel expenses. Employees selecting the fixed amount option would then be responsible for their own transportation arrangements and costs. The fixed amount would vary according to the location of the ship and the origin or destination of the employee. This option would apply to permanent, relief and job sharing employees.

## 16. ROOM AND MEAL ALLOWANCE

When the Company does not provide room and board, an employee, during the course of his employment, shall receive **fifteen dollars (\$15.00)** per meal. **Ninety dollars (\$90.00)** shall be allowed for a room per night.

## 17. SAFETY AND EQUIPMENT

- (a) The Company shall make every effort to furnish and maintain safe working gear and equipment for the protection of its employees and shall continue to make reasonable provisions and rules for their safety.
- (b) When a vessel is canalling, berthing or letting go, the Company agrees to use a Signaller in addition to the Winchman. The only exception to this is when mooring winches are side controlled.
- (c) Two (2) men shall be used for handling mooring lines at all times, one forward and one aft. When pulling long bow and stern lines, two (2) men per line shall be used.
- (d) Crew members required to work in cargo holds while unloading or loading operations are in progress, shall be under continuous surveillance by someone on deck.
- (e) Members of the engine room shall not be required to work on staging or Bosun's chair while the ship is under way. Crew members shall not be required to work on staging overside while the vessel is under way.
- (f) Goggles, hard hats and respirators shall be signed for. Immersion suits which meet MOT standards shall be provided to all crew members on all vessels. It is understood that each unlicensed crew member shall be fully responsible and accountable for the suit at all times. If any of the above items are not returned at termination of employment, the Employee shall pay for the cost of replacement.
- (g) During the hours of darkness outside painting must not be performed.
- (h) First-aid kits, life preservers, life-jackets, portable life rafts, etc., shall not be stored away while on the run immediately prior to winter lay-up, nor shall the lifeboats be emptied of their equipment, permanently covered or securely lashed in preparation for such lay-up.

- (i) It is agreed that any safety regulations that the Company may now have in force for the safety of the vessel and crew, and any further safety regulations which the Company shall put into effect: and bring to the attention of the crew, shall be strictly adhered to by all. crew members.
- (j) It is recognized that it may be necessary for some hatches to be opened while the vessel is proceeding to a loading port and in transit when the routine cleaning of cargo compartments can be accomplished; however, due care and control must be exercised when engaged in this practice. Captains are reminded of their overall responsibility for safety of the vessel and protection of the crew, bearing in mind the condition of the ship, prevailing and expected weather conditions and sea state.

#### 18. FAMILY VISITATION

- (A) An Employee who has completed one (1) full year of service with the Company, may make arrangements to have his spouse (or common law spouse) accompany him on board for a period of up to, but no more than, fifteen (15) days once each calendar year provided the Employee's accommodations are suitable (i.e., single room). This privilege will only be granted on voyages in Canadian waters excluding the Arctic.
- (b) Requests for such visitation shall be made in writing a minimum of thirty (30) days in advance and shall be granted on a first come first serve basis. These arrangements will be approved for only one (1) unlicensed employee's spouse (or common law spouse) at a time.
- (c) The employee's spouse (or common law spouse) shall not interfere in any way with the operation of the vessel and shall sign a waiver releasing the Company of all liability for any mishap that may happen while aboard the vessel.
- (d) With the prior approval of the Captain or Chief Engineer which shall not be unreasonably withheld, an employee may while the vessel is in port, bring his spouse and family aboard for a visit, with the exception of children under twelve (12) years of age. Prior to their coming on board, the employee must sign a Company waiver releasing the Company of all liability.

## 19. SCHEDULE OF WAGES

Schedule of wages including a 3% increase effective June 01, 2001:

	Basic Hourly Wage Rate (Mon-Fri)	Overtime Rate per hour worked Sat. & Sun. & in excess of 8 hrs. Mon-Fri	Overtime Rate per hour worked in excess of 8 hrs. Sat. & Sun.
Able Seaman	19.68	29.52	39.36
Ordinary Seaman	17.48	26.22	34.96
Mechanical Asst.	20.15	30.23	40.30
Chief Cook	23.19	34.79	46.38
Second Cook	17.62	26.43	35.24
Porter	16.28	24.42	32.56

## Entry Level Positions (see Note # 2)

Ordinary Seaman	15.73	23.60	31.46
Mechanical Asst.	18.14	27.21	36.28
Porter	14.65	21.98	29.30

Effective June 01, 2002 and on June 01 of each subsequent year to June 01, 2005 the wage rates shall be modified by the cost of living index covering the previous twelve (12) month period ending May 31.

Note # 1. Effective June 01, 2002, the basic hourly rate of the able seaman shall be adjusted to equal that of the mechanical assistant.

Note # 2. The parties agree to introduce, effective June 01, 2001, a separate wage scale for entry level positions for the ratings of Ordinary Seaman, Mechanical Assistant and Porter. This wage scale will apply to new employees in the Seafarers International Union for the first one hundred and eighty (180) days worked of their employment. After a new employee has worked one hundred and

eighty (180) days, his basic rate of pay will be adjusted to the regular wage scale.

## 20. WORK WEEK AND OVERTIME

- (a) The regular work week shall be forty (40) hours, consisting of five (5) days of eight (8) hours per day, Monday through Friday. The regular work day shall be eight (8) hours per day on each day from Monday to Friday, inclusive.
- (b) Each employee shall receive wages at the appropriate basic hourly wage rate for each job classification as stipulated in the Schedule of Wages contained in Article 19 hereof, for eight (8) hours per regular work day (Monday through Friday) whether or not he is called upon to work the said full eight (8) hours, provided that he is available for work during the said eight (8) hours.
- (c) Considering that the operation of ships is of a continuous nature and that consequently work must be performed in excess of the regular work week, it is agreed that overtime shall be paid for such work in accordance with the following provisions. It is further agreed no employee shall be required to perform more than sixteen (16) hours of continuous work, excluding meal hours, in a twenty-four (24) hour period.
- (d) The Company agrees to make available to non-watchkeepers in the deck and engine room departments, eight (8) hours of work at the overtime rate in a spread of twelve (12) hours from 06:00 hrs. to 18:00 hrs. on Saturday and eight (8) hours of work at the overtime rate in a spread of twelve (12) hours from 06:00 hrs to 18:00 hrs on Sunday in every week.  
  
Should a vessel be in port for the week-end, only one (1) day shall be guaranteed as per the above hours.
- (e) The overtime rate is defined as being one and one-half (1 1/2) the applicable basic hourly wage rate for each job classification as stipulated in the Schedule of Wages contained in Article 19 hereof.
- (f) The overtime rate shall be paid for the first eight (8) hours worked on Saturday and Sunday and for all hours worked in excess of eight (8) per day Monday through Friday. For hours



worked in excess of eight (8) on Saturdays and Sundays, the rates of pay shall be double time.

- (g) An employee performing overtime work which ceases before the expiration of one (1) hour shall nevertheless be credited with one (1) hour's overtime. After the first hour of overtime, each further period of one-half (1/2) hour shall entitle the employee to one-half (1/2) hour at the overtime rate.
- (h) When employees are called out to work on overtime and then "Knocked off" for less than two (2) hours, excepting where an employee is recalled for his regular duties, overtime shall be paid straight through.
- (i) For the purpose of calculating overtime, a "day" shall refer in all cases to the period from midnight to midnight.
- (j) Overtime payment shall not be duplicated for any hour of work, i.e., there shall be no pyramiding of overtime.
- (k) An employee who is not on regular duty when called for overtime work shall be allowed as a general practice thirty (30) minutes in which to dress. However, the Union recognizes that under special circumstances the Captain may not be able to comply.
- (l) within twenty-four (24) hours of completion of any overtime work, the employee and the officer in charge shall both sign duplicate overtime sheets recording the duration of such work. One (1) copy of the sheet shall be given to the employee and the other retained by the Captain. In the event a question arises as to whether work performed is payable as overtime, or if the claim is rejected, the Senior Officer must sign "Disputed" and indicate the reason(s) for non-approval. In the case of a dispute, the matter shall immediately enter the Grievance Procedure as provided for in this Agreement.
- (m) The Company agrees to supply overtime books or sheets for the purpose of keeping a record of overtime worked. Where the Company fails to supply the said overtime books or sheets, employees' overtime claims shall be considered as valid on any form of paper.
- (n) Overtime shall be divided as equally as may be reasonably practicable among the employees who normally perform the work. Hours offered and refused shall be counted as hours worked for calculation.

- (o) Watchkeepers shall have the right to select their watch by seniority at the beginning of the vessel's navigational season.

## 21. HOURS OF WORK

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

When watches are so broken and "day work" is undertaken, then hours of work shall be any eight (8) hours in a spread of twelve (12) hours from 06:00 hrs. to 18:00 hrs. and no employee shall be called upon to work more than eight (8) hours during each calendar day without payment of overtime, taking into consideration watches which he has stood before "day work" commenced or which he will stand on completion of "day work".

Watchkeeping O/S's can be changed to daywork if the vessel meets the Canadian Coast Guard Safe Manning Regulations.

- (b) The regular hours of work for non-watchkeepers in the Deck and Engine Room Departments shall be any eight (8) hours in a spread of twelve (12) hours from 06:00 hrs. to 18:00 hrs., Monday through Friday.

Non-watchkeepers are those employees who are not assigned to standard watches excluding members of the Steward's Department who are covered under Article 21(d).

- (c) When employees of the Deck Department are required to do spray painting, they shall be "Knocked off" one-half (1/2) hour early to clean up. Coveralls and respirators will be supplied.
- (d) The regular hours of work for Chief Cooks, Second Cooks and Porters, who are also classified as non-watchkeepers, shall be eight (8) hours during each calendar day, in a spread of (12) hours as determined by the Captain from time to time. The Company undertakes to post a working schedule aboard all ships so that each member of the Steward's Department will be aware of his actual duty time. Members of the Steward's

Department will be paid the applicable overtime rate for all work performed outside their posted working schedule, provided such work has the prior approval of the Captain.

- (e) Between the hours of 18:00 and 06:00 hrs. employees will not be assigned duties which include painting and soogeeing without payment of the following premiums:

i) Monday to Friday the rate of payment for the above duties will be at the rate of time and one half (1 1/2).

ii) On Saturday, Sunday and on Statutory Holidays, payment for the above duties will be at the rate of double time (2).

It is generally understood that there shall be no chipping and scraping between the hours of 18:00 and 06:00 hrs.

- (f) Whenever possible, and the vessel is in port, Saturday and Sunday may be given off. Every consideration shall be given to reasonable requests for time off an port for the purpose of obtaining medical care, cashing Company cheques, legal counsel or the necessities of life.

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

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

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

- (i) When a vessel sails without a full complement of day workers through negligence in not requesting replacements through an S.I.U. dispatch hall, the wages of the absent members will be divided equally among the remaining day workers in that Department.

- (j) When employees standing sea watches are promoted for the purpose of replacing employees who are injured, sick or absent, they shall receive the differential in pay while so acting.
- (k) The Company shall give preference to the unlicensed personnel for any winter work **providing** the person **is qualified**. The total remuneration for this type of work will be **fifteen dollars and fifty cents (\$15.50)** per hour effective **June 01, 2001** and shall be increased in accordance with Article 19 - Wage Schedule. This rate shall be increased by the **same percentage** as the wage increase for each year with the current figure as the base.
- (l) Employees required to remain on board in port after the completion of their watches or the regular *day* work, shall be paid all hours required to remain on board at the appropriate hourly rate.

## 22. STEWARD'S DEPARTMENT

- (a) Routine duties for members of the Steward's Department include the supervision, preparation and serving of the **regular meals**, the preparation of night lunches, the cleaning and maintaining of the quarters of the licensed personnel and of all dining and messrooms, galley, pantries, storerooms, linen room, all departmental equipment, and routine cleaning of refrigeration spaces, but not to include work covered in paragraph (e) below.
- (b) With respect to the cleaning and maintaining of washroom and toilet facilities of the licensed personnel, the work day shall be so scheduled by the Chief Cook that members of the Steward's Department: will perform this work during periods when they are not actively engaged in the preparation of food.
- (c) It is understood that on vessels having at least three employees in the Steward's Department, neither the Chief Cook nor the Second Cook will be required to clean toilets.
- (d) In addition to his regular hours of work, one (1) hour of overtime per week will be allowed to one member of the Steward's Department for the purpose of issuing clean linen. Laundry and linens shall not be issued while meals are being served.

- (e) In addition to his regular hours of work, two (2) hours' overtime per month will be allowed to one member of the Steward's Department each time the walk-in refrigerating spaces are defrosted and cleaned, provided such work is approved in advance by the Captain, Chief Engineer or Officer in charge.
- (E) In addition to his regular hours of work, two (2) hours' overtime per month will be allowed to each member of the Steward's Department for the purpose of storing provisions and supplies during normal working hours.
- (g) Members of the Steward's Department shall be paid their specified overtime rate for all work performed outside of their posted eight (8) hour working schedule providing such work is authorized by the Captain, Chief Engineer or Officer in charge.
- (h) On vessels where persons other than the crew members, crew member's families, mobile utility crew members and officials of the Company and/or the Union are lawfully carried aboard, the Company agrees to pay ten dollars (\$10.00) per day for each person, to be distributed equally among the members of the Steward's Department. While the ship is in port, if meals are supplied to any persons who are not members of the crew, crew member's families, mobile utility crew members or officials of the Company and/or the Union, the Company agrees to pay four dollars (\$4.00) per meal, to be equally distributed among the members of the Steward's Department, provided that the provisions of this clause shall not apply to pilots. For the purpose of this article, crew member's family shall mean spouse and children. Should the Company allow other family members aboard the vessel, the members of the Steward's Department shall be compensated in accordance with the above amounts.
- (i) The Company shall supply aprons to all members of the Steward's Department.
- (j) When a Chief Cook or Second Cook has completed a full season with the Company and has worn whites, the Company shall, at its discretion, supply a new set of whites or pay the employee an allowance of one hundred and twenty five dollars (\$125.00). These articles shall be laundered at the Company's expense.

## 23. INTERRUPTION OF WORK

- (a) It is agreed that there shall be no strikes, walkouts, lockouts, secondary boycotts, or other similar interruptions of work during the term of this Agreement or any renewal thereof, and disputes and grievances shall be adjusted through the regular channels established in the Grievance Procedure.
- (b) There shall be no discrimination, interference, restraints, or coercing by the Company against any employee because of membership in the Union. The Union agrees not to intimidate or coerce or threaten employees in *any* manner that will interfere or hinder the effective carrying out of this Agreement and the principles contained herein, and will assist and cooperate with the Captain, Chief Engineers and Executives of the Company in maintaining discipline aboard ship.
- (c) It is agreed for the purpose of this Agreement that the refusal of an employee to pass through a lawful picket line shall not be construed as a violation of this Agreement and shall not be reason for dismissal.

## 24. SHORT PERIOD LAY-UP

- A) The Company shall have the right to recall employees from a lay-off of less than ~~six~~ (6) consecutive days without making up the loss in basic pay occasioned by such lay-off provided that the period of employment for which the employee is so recalled shall not be less than ten (10) days.
- b) When a vessel lays up (during the navigation season) the Company will have the option of keeping a portion of the unlicensed crew to perform deck or engine room maintenance. The Company will have the right to select the crew to remain. The hours of work will be eight (8) hours per day, Monday to Friday between 08:00 hrs and 17:00 hrs. During this period there will be no guarantee of work on Saturday or Sunday, however, if the employee is called upon to work he would receive the applicable rate of pay.

## 25. PAYMENT OF WAGES

- (a) Wages shall be paid by way of a direct deposit into the employee's bank account on the first day of the month for the pay period ending on the 15th day of the preceding month. Such payment shall also include an advance of approximately \$1000.00, net of taxes and other deductions, for the period from the 16th day to the end of the preceding month. A further advance, approximately equal to one-half month's basic wages, less taxes and other deductions, shall be paid by cheque on the 16th of each month. The pay period shall run from the 16th day of the month to the 15th day of the following month, inclusively, and shall cover basic wages as well as overtime pay. Employees entering employment after the first day of the month shall receive such advances as herein provided on a daily pro-rata basis, except in cases of severance from employment.
- (b) The employee must provide the Company with an authorization and all pertinent banking information. It will be the responsibility of the employee to notify the Company expeditiously of any changes of address or banking arrangements on a Company authorization form. The pay stub will be sent to the employee aboard the vessel in a separate sealed envelope.
- (c) When an employee is paid off a vessel, he shall receive in cash an amount up to seven hundred fifty dollars (\$750.00) or less, depending on his accrued credits if requested by the employee. Such amount may be reduced by the cost of any prepaid tickets received by the employee for his travel. Except for scheduled time off, each employee on termination will be given a temporary E.I. separation certificate enabling the employee to immediately apply for his unemployment benefits.
- (d) The payment owing a permanent employee when paying off the vessel for time-off or Lay-up shall be postmarked no later than twelve (12) clear banking days from the date of his disembarkation.

## 26. SAILING TIME

- (a) A sailing board shall be posted adjacent to the gangway immediately upon the arrival of the vessel in port. The time and date of sailing, together with destination if known, shall be placed upon the board. Where the sailing time is

tentative it shall be so stated, and the expected sailing time shall be posted as soon as possible.

- (b) If a crew member misses a vessel due to the fact it sails before the posted sailing time, he shall notify the Captain by radio telephone within two (2) hours of the original posted sailing time, and if such crew member rejoins the vessel at the first point where it can be boarded, he shall be reinstated, provided he notifies the Captain of the vessel as soon as possible of his intention to rejoin the vessel and shall be reimbursed transportation costs. Such shall not constitute a break in service.
- (c) If a crew member misses a vessel due to circumstances beyond his control, he shall be reinstated provided he promptly notifies the Captain of the vessel or the Company Office of his intention to rejoin the vessel and rejoins the vessel at the first point where it can be boarded. All transportation costs will be borne by the employee.
- (d) The Company agrees to place at the gangway a notice when the ship is cleared by Customs and Immigration.

#### 27. MARINE DISASTER

- (a) An employee covered by this Agreement, while employed by the Company, who suffers loss of clothing or other personal effects because of a marine disaster or shipwreck shall be compensated by the Company, for such loss, up to a maximum of **three thousand five hundred dollars (\$3,500.00)**.
- (b) An employee or his estate making a claim under this Article 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.

#### 28. OFFICER CADETS

- a) No officer cadets shall be used to perform work normally performed by unlicensed crew. In the event cadets perform such work, the applicable payment shall be paid to the unlicensed personnel who would otherwise have performed the work.
- (b) Unlicensed crew members shall not be required to share or move from their assigned quarters to accommodate an officer cadet.



## 29. SCHEDULED TIME OFF WITHOUT PAY

(a) For the purposes of this Article the following definitions shall apply:

i) Job-sharer - is any crew member who is employed to relieve three (3) or fewer permanent employees consecutively. Upon completion of the relief work, this employee shall be laid off and shall not be eligible for recall.

ii) Relief - is any employee who is hired to replace a permanent crew member who is temporarily absent from the vessel for reasons other than scheduled time off.

iii) Single position rating - Chief Cook.

iv) Seasonal vessels - are those ships that normally lay-up during the winter months as established by past practice.

v) Year-round vessels - are those ships that would be anticipated to sail during all months of the year as established by past practice.

(b) All employees shall take scheduled time off in accordance with the schedule which shall be set up annually as follows:

i) Seasonal vessels - Within fifteen (15) days of signing on articles, a schedule of time off, agreed to by the employees, shall be made up on board each vessel. Should two employees in the same rating request the same dates off, seniority shall be the deciding factor and the employee with the lesser seniority shall be assigned to an alternate time off period. Copies of the schedule shall be sent to the Company office as soon as possible and the Company shall provide the Headquarters of the Union with a copy.

ii) Year-round vessels - A schedule of time off, agreed to by the employees, shall be made up on board each vessel by no later than December 1st of each year. Such schedule shall be for the next calendar year. The schedule shall be made up in the same fashion as for seasonal vessels and forwarded to the Company and the Union in the same manner.

Time off periods shall be for thirty (30) days from the scheduled date of getting off the vessel and shall be taken on a consecutive basis for positions where there are more than one (1) employee. Time off shall be scheduled so that employees will not work in excess of one hundred and forty (140) consecutive days.

The thirty (30) day time off period noted above may be adjusted; **however**, this adjustment may not exceed **three days (3) before or after the scheduled date** of change, except at end of season lay up when eight (8) days shall be allowed.

- (c) Wherever possible, employees in the same rating shall be grouped in units of three, with respect to time off scheduling, so as to accommodate the use of a fourth, employee as a permanent or job sharing relief. For the purposes of this clause, an OS on daywork and an OS on watch are classified as being in separate ratings. The same holds true for MA's and AB's.

Job-sharers for Galley ratings, other than Single Position Ratings, shall have the option of relieving more than one Galley position (excluding Single Position Ratings) on the same skip provided they are qualified to do so. Should there be two Galley positions (other than Single Position Ratings) on the vessel, and the job-sharer is capable and willing to do both of the positions, then the job-sharer shall do both and be classified as a job sharing relief.

with respect to single position ratings, the Company will assign a permanent or job sharing relief employee to three of their vessels consecutively in order to provide them with three 30-day relief assignments comprising ninety (90) consecutive days of employment provided their assigned vessels are operating.

In the case of single position ratings, any transportation costs incurred in transferring from one vessel to another will be paid in accordance with Article 15. Likewise, any waiting time involved in transferring from one vessel to another will be paid in accordance with Article 19, to a maximum of three (3) days' wage at the employee's basic rate of wages.

- (d) The commencement and cessation of the time off schedule shall be governed by the following rules:
- i) Seasonal vessels - Should a vessel fit out between the 1st and the 15th of a month, the leave schedule shall be effective on the 15th of the month following 60 days worked. Otherwise the leave schedule shall be effective on the 1st of the month following 60 days worked. Days worked during fit-out shall not be counted unless such work exceeds thirty (30)

consecutive days immediately preceding the signing of ship's articles.

Should a vessel fit out after September 1st of any year, then the time off system shall not commence for that season.

Should a vessel lay up during the season for a period of sixty (60) or more days and subsequently fit out after September 1st of any year, the time off system shall be discontinued for the balance of that year.

Should a vessel lay up during the season for more than fourteen (14) consecutive days, the time off schedule shall be discontinued and shall be reactivated pursuant to Article 29 (d).

ii) Year-round vessels - The schedule shall run continuously during the calendar year except where a vessel has been tied up for more than thirty (30) days. In this case, the time off schedule would restart sixty (60) days after the crew has returned.

iii) Arctic voyages - It is understood that, on vessels involved in the Arctic trade, no crew changes will be made after the vessel leaves its final loading port for the Arctic until the vessel's return to their next loading port west of Belle Isle.

(e) Employees shall not be prevented from taking scheduled time off provided a qualified replacement, as determined by the Captain or Chief Engineer, is available. The employee taking time off may not leave the vessel until he has been properly relieved otherwise he will forfeit his job with the Company.

(f) A returning employee shall notify and confirm with the Company his intention to return no less than three (3) calendar days in advance of his stated return date. The Company will advise the employee where he is to rejoin the vessel. The Company will also notify the ship's Captain who will inform the departing employee forty-eight (48) hours in advance in order to facilitate the paying-off of such employee.

Should a returning employee fail to notify the Company of his intention to return in accordance with this clause then he shall forfeit his job.

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

### 31. DRUG AND ALCOHOL POLICY

The Union and the **unlicensed crew** recognize that the Company must have a "zero tolerance" drug and alcohol policy *in place* in order to **ensure the safety and security of the vessel and their crew.**

The details of the policy and its implementation may change from time to time on advance notice to the Union and the employees but the primary elements of the policy (which is equally applicable to all members of the vessel crew) are:

(a) There will be no drugs or alcohol permitted on board any of the Company's vessels at any time.

(b) **Unlicensed crew** returning to the vessel from any shore leave must be in a sober condition and **free from the influence of drugs and alcohol.**

(c) Failure to comply with the policy will result in the application of the discipline code which could result in dismissal.

### 32. LAUNCH SERVICE

Subject as herein provided where employees have been continuously on board a vessel for a period of twelve (12) consecutive hours commencing from the time that a vessel anchors or otherwise becomes stationary away from the dock, upon and after the expiration of such period the Captain, upon the request of not less than three (3) employees, shall provide, where available, at the Company's expense, launch service for such employees to travel to and from the shore; such launch service shall not be more than twice every twenty-four (24) hours and shall be subject to the Captain's discretion with respect to weather and working conditions on board the vessel. During periods when the majority of the crew has been laid off, the three (3) employee requisite shall not apply.

### 33. RELIEVING FOR MEALS

- (a) In port when the 12 to 4 watch are required to remain on board to relieve the 4 to 8 watch for supper, they shall receive a minimum payment of one (1) hour's overtime for each meal in addition to their regular basic wages.
- (b) The 12 to 4 watchkeepers shall complete their normal watch at all times while the vessel is in port, anchored or not otherwise underway. Likewise, the 4 to 8 shall not be required to commence his watch before 16:00 hrs. and shall normally be granted one-half (1/2) hour to eat on Company time.

#### 34. MANNING SCALE

It is agreed between the parties that the unlicensed manning scale of all existing vessels covered by this Agreement shall be the manning scale which is in effect on June 1, 2001. Under no circumstances shall there be any reduction of these manning scales during the life of this Agreement unless mutually agreed upon between the parties. The union recognizes that **improvements to productivity as a result of innovation in equipment, materials or processes used by the Company may directly or indirectly result in a change to the agreed-upon manning levels** and these changes will be subject to the Canada Labour Code, Part I, Sections 51 to 55.

#### 35. CREW ACCOMMODATIONS

- (a) The Company agrees to survey existing vessels with respect to the adequacy of insulation against engine room and other noises, insulation against heat and cold, and ventilation and heating in the unlicensed crew's accommodation. If any deficiency is found, giving consideration to the particular class of vessels, the Company will make every effort to find a reasonable solution. If such a solution can be found, the necessary work will be carried out as soon as circumstances permit.
- (b) The Company agrees that on all existing vessels where there are empty rooms available in the unlicensed quarters, these shall be made available to the unlicensed personnel when not required from time to time for shoreside personnel, cadets or company officials. The Company further agrees to provide single room accommodation on newly constructed vessels.
- (c) The Company shall see that all quarters assigned for the use of the employees are kept clean, tidy, lighted and ventilated insofar as it is practicable to do so. The Company and the

employees shall cooperate to the fullest: in keeping living quarters clean and tidy at all times. The Company agrees to fumigate all quarters whenever such fumigation is necessary to free them of vermin. Crew's quarters to be painted when necessary. Any inspection of any crew member's cabin shall be done in the presence of the member or the ship's delegate if the member is not present.

- (d) No pets to be carried on board ship by any of the personnel.

### 36. SUCCESSOR RIGHTS AND OBLIGATIONS

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

1. Prior to the sale, the purchaser agreed in writing to recognize the Union as the exclusive bargaining agent for the unlicensed personnel aboard the said vessel and to apply the terms of the present collective agreement: or
2. The vessel is leased or chartered without an unlicensed crew; or
3. The parties agree otherwise.
4. The Company agrees when selling a vessel that the Union will be notified of such sale.

### 37. FRINGE BENEFITS

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

### 38. LEAVE OF ABSENCE

- (a) After completion of ninety (90) days of continuous employment with the Company, an employee will be granted bereavement leave when death occurs to a member of an employees immediate family, that is, his father, mother, brother, sister,

parents-in-law and grandparents. The employee granted leave to attend the funeral will be paid at his basic rate for time last up to a maximum of ~~seven~~ (7) days.

In the case of a wife, husband or children, the above mentioned leave period of ~~seven~~(7) days shall be a maximum of ten (10) days.

- (b) An unlicensed crew member shall be entitled to receive from the Company a reasonable leave of absence from his employment without pay in the event of either illness or injury to himself or a member of his immediate family, that is, his wife, brother, sister, children, parents, parents-in-law and grandparents.
- (c) An employee may request paternity leave without pay at least six (6) weeks prior to the expected date of birth of his child and shall be granted paternity leave for a maximum period of ~~sixty~~ (60) days without pay.
- (d) All claims under this Article must be supported by proper medical or bereavement evidence upon returning to the vessel, otherwise the employee forfeits his right to employment with the Company.
- (e) Recognizing that year round vessels provide for a long period of time at sea for those so employed, employees on year-round vessels may request a leave of absence for personal reasons. The Company shall grant such leave provided that a suitable relief is available and it does not interfere with the operation of the vessel. Such leave shall be for a minimum of fifteen (15) days and a maximum of thirty (30) days. It is understood that only one (1) employee in each rating or the Galley Department shall be granted such leave at any one time.
- (f) Permanent employees who are denied entry into the United States shall be granted a six (6) month leave of absence in order to obtain a waiver enabling them to enter the United States.

### 39. EMPLOYEE'S FILE

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

- (b) Upon written request of an unlicensed employee, notice of disciplinary action which has been placed on the personal file of the unlicensed employee shall be destroyed after two (2) years have elapsed since the disciplinary action was taken provided that no further disciplinary action has been recorded during this period. (c) Upon written request of an unlicensed employee, the personal file of that employee shall be made available once per year for examination in the presence of an authorized representative of the employer. This paragraph (c) also applies when an unlicensed employee is off ship on leaves of absence due to the following:

1. Sickness;
2. Accident at work;
3. While laid off by the Company, if the unlicensed employee has been given Notice of Intent, or;
4. For any leave of absence authorized by the Company.

#### 40. RETROACTIVITY

Retroactivity will be paid on all wages, premiums, statutory holidays, contributions to the SIU of Canada Hiring Hall Trust Fund, the Seafarers' Medical Plan, and Seafarers' Pension Plan, overtime and for all hours worked starting June 1, 2001, wherever necessary. This payment shall be paid within thirty (30) days following notice of ratification.

#### 41. RECREATION FACILITIES

- (a) All Company vessels shall be provided with at least one recreation room or area for the unlicensed crew. Such rooms shall be provided with adequate furnishings, such as tables, chairs and settees, and these furnishings shall be maintained in good repair. Where practicable, such rooms shall also be supplied with air conditioning.
- (b) The Company shall provide at least one colour T.V. (with antenna) and V.C.R. for the unlicensed crew's recreation room



or area. On vessels with a central V.C.R. system the unlicensed crew will have access to the system.

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

#### 42. SEVERANCE PAU

- (a) Employees who are laid off, due to temporary shortage of work, shall retain recall rights to their specific vessel for up to twelve (12) months from the date of lay off. Should they not be recalled during this time, they shall be severed and the Company shall pay each employee five (5) days basic pay for each full year of service.

- (b) Where employees are displaced due to

i) automation, mechanization, permanent reduction in the number of employees, or the sale or re-flagging of the vessel on which they are employed

ii) permanent vessel lay up

the following rules shall apply:

- 1) Employees with less than three (3) years seniority with the Company shall be entitled to severance pay equal to five (5) day's basic pay per full year of service with the Company effective the termination date.
- 2) i) Employees with three (3) years or more seniority shall be entitled to permanent placement on other vessels within the same Company as vacancies occur provided they are qualified to perform the work, and in the event of such placement, such employees shall maintain their seniority rights, including all rights respecting vacation under Article 10 of the collective agreement.

ii) The right to placement: on other Company vessels shall remain in effect for twelve (12) months after the original job was terminated, after which time, those who were not placed shall receive severance in accordance with clause (b) 1 above.

iii) Should an employee be offered a permanent placement, within the twelve (12) month period prescribed, and refuse the assignment, that employee will be considered to have self-terminated and no severance *gay* shall be forthcoming.

43. TRAINING

The Company will provide assistance for the employees in obtaining training so that they may be better prepared for the needs of the Industry.

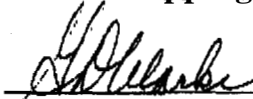
Unlicensed employees must attend Seafarers Training Institute approved courses when so required by the Company. Failure to do so, without justifiable excuse, shall be cause for disciplinary action which may include dismissal.

44. DURATION OF AGREEMENT

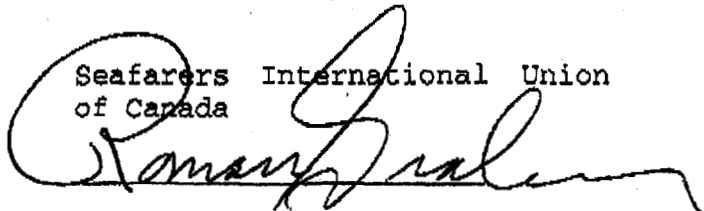
This Agreement shall become effective as from June 1, 2001, unless otherwise noted herein, and shall continue in full force and effect until May 31, 2006, inclusive and thereafter from year to year unless or until either party serves written notice on the other party to the contrary at least one hundred and twenty (120) days prior to May 31, 2006 or one hundred and twenty (120) days prior to May 31 of any subsequent year.

Signed at Montreal, Quebec this 12<sup>th</sup> day of "June" 2001

P & H Shipping

  
\_\_\_\_\_

Seafarers International Union  
of Canada

  
\_\_\_\_\_

## APPENDIX A

## LETTER OF UNDERSTANDING

## Sexual Harassment:

Copies of the Labour Standards bulletin #11 entitled "Sexual Harassment", produced by Labour Canada, shall be placed in a conspicuous location on board all Company vessels both in French and in English.

## APPENDIX B

## LETTER OF UNDERSTANDING

## Safety and Equipment

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

Any further changes to Article 17 will be discussed with the Union about the necessity of adding the changes to the Handbook. Any future modifications to the Marine Safety Handbook shall be firstly discussed with the Company Occupational Health and Safety Labour-Management Committee. It is further understood that all safety equipment mentioned in the Marine Safety Handbook be supplied by the Company unless otherwise provided for in the Collective Agreement.

## APPENDIX C

## LETTER OF UNDERSTANDING

## Shore Leave While in Transit

During transit through the Welland Canal, Beauharnois to St. Lambert or the Montreal Harbour, downbound or upbound, the responsibility to ensure that the vessel is adequately manned with sufficient and competent crew on board, as described below, to handle watchkeeping, line handling and to deal with any emergency situation that could arise, rests with the Captain.

The minimum number and rank of personnel that must remain on board in transit is as follows:

## BULK VESSELS

- 1 A/B on watch
- 5 other deck ratings
- If 3 in galley staff, then 1 remains aboard
- 2 Unlicensed engine room ratings (MA)

Differences occur between day and night transits because, by contract, unlicensed workers because of their hours of work must be onboard the vessel between the hours of 6 A.M. and 5 P.M.

(Exceptions do occur with the rotating hours of galley staff)

All personnel given permission to take shore leave must sign the form provided for that purpose.

## APPENDIX D

## MANNING SCALE

Effective June 1, 2001, the parties agree that the unlicensed manning scale covering the vessels listed below shall be the manning scale for the life of this Agreement subject to Article 34.

P & H SHIPPING LTD.

VESSEL	A/B	O/S	M/A	C/CK	2/CK	PTR	TOTAL
OAKGLEN	3	4	3	1	1	1	13
MAPLEGLLEN	3	4	3	1	1	1	13

Note #1 It is understood that the reduction on the Oakglen from five (5) ordinary seamen to four (4) ordinary seamen will be accomplished through attrition as follows:

- a) Notwithstanding Article 9 (b), should a permanent ordinary seaman position become available on the Oakglen it will not be filled.
- b) Notwithstanding Article 9 (b), should a permanent ordinary seaman position become available on any other vessel within the fleet, it will be offered to the ordinary seamen on the Oakglen first. If the affected employees do not bid on the vacancy, the day-working ordinary seaman on the Oakglen with the least seniority will be automatically transferred and his position will not be filled.
- c) It is also understood that until such time as the crew reduction is effected on the Oakglen, there will be no relief required for the day-working ordinary seamen during vacation periods.

## APPENDIX "E"

LETTER OF UNDERSTANDINGFringe Benefits

The parties agree by Letter of Understanding *that* effective the dates indicated under each heading, the Company will make contributions as shown below:

SEAFARERS' MEDICAL PLAN

Effective June 1, 2001, the Company agrees to make contributions of six dollars and twenty-five cents (\$6.25) per job per payroll day to the existing Seafarers' Medical Plan

Effective June 01, 2002 and on June 01 of each subsequent year to June 01, 2005, the rates shall be increased by the cost of living index covering the previous twelve (12) month period ending May 31<sup>st</sup>.

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

It is further understood that employees who are hired as job sharers and who complete their relief period prior to the expiration of the agreed term of thirty (30), sixty (60) or ninety (90) days, the Company will nevertheless make medical contributions for the assigned number of days.

S.I.U. OF CANADA PENSION PLAN

Effective June 01, 2001, or at any other time during the duration of this Collective Agreement, the Company may, at its discretion, provide all permanent employees membership in a Company Pension Plan, providing such plan is at least equivalent to the existing Seafarer's International Union of Canada Pension Fund and providing that the majority of the employees affected agree to such transfer. Should the Company not provide a pension plan or should membership in the Company pension plan not be,

approved by a majority of the employees affected, the Company then agrees:

To make a monthly contribution to the Seafarers' International Union of Canada Pension Fund for each employee covered by the Pension Fund as follows:

Effective June 1, 2001, the monthly contribution shall be based on ten and one half percent (10 1/2%) of the basic hourly wage rate of eight (8) hours per day worked.

Effective June 1, 2004, the monthly contribution shall be based on ten and three quarters percent (10 3/4%) of the basic hourly wage rate of eight: (8) hours per day worked.

Effective June 1, 2005, the monthly contribution shall be based on eleven percent (11%) of the basic hourly wage rate of eight (8) hours *per* day worked.

#### SEAFARERS' INTERNATIONAL UNION HIRING HALL FUND

The Company agrees to pay to the Seafarers' International Union of Canada Hiring Hall Fund effective June 1, 2001, the sum of five dollars and thirty four (\$5.34) par job per payroll day.

Effective June 01, 2002 and on June 01 of each subsequent year to June 01, 2005, the rates shall be increased by the cost of living index covering the previous twelve (12) month period ending May 31<sup>st</sup>.

## APPENDIX "F"

## LETTER OF UNDERSTANDING

## Interpretation

It is agreed between the parties, that should a difference of opinion arise on the interpretation of the Collective Agreement that the English Text shall prevail.

## APPENDIX "G"

LETTER OF UNDERSTANDINGWinter Work

It is agreed between the parties that work performed under Article 21 clause (k) on an intermittent basis shall be paid by cash or by cheque. Should an employee be engaged under this clause of Article 21 for a period of one week or more on a consecutive daily basis, then fringe benefits referred to in Article 37 shall apply.