

COLLECTIVE AGREEMENT

Between

SEASPAN ULC

And

**CANADIAN OFFICE AND PROFESSIONAL
EMPLOYEES UNION LOCAL 378**



March 1, 2011 – February 28, 2015

COLLECTIVE AGREEMENT

BETWEEN: SEASPAN ULC

AND: CANADIAN OFFICE and PROFESSIONAL EMPLOYEES
UNION, LOCAL 378

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BETWEEN: SEASPAN ULC
(hereinafter referred to as the "Employer")

Party of the First Part

AND: CANADIAN OFFICE and PROFESSIONAL EMPLOYEES
UNION, LOCAL 378
(hereinafter referred to as the "Union")

Party of the Second Part

ARTICLE 1 — PURPOSE

1.01

The purpose of this Agreement is to maintain a harmonious relationship between the Employer and the employees; to define clearly the hours of work, rates of pay and conditions of employment; to provide for an amicable method of settling differences which may from time to time arise; and to promote the mutual interest of the Employer and employees and in recognition whereof, the Parties hereto covenant and agree as follows:

1.02 No Discrimination

Neither the Union nor the Employer, in carrying out their obligations under this Agreement, shall discriminate in matters of hiring, training, promotion, transfer, lay-off, discharge or otherwise because of race, colour, national or ethnic origin, religion, age, sex, sexual orientation, marital status, family status, disability or criminal conviction for which a pardon has been granted. Definition of these protected classes will be consistent with the definitions in the Canadian Human Rights Act.

Notwithstanding the above, the parties agree that should any new protected classes be added to the Canadian Human Rights Act during the life of this Agreement that they will be deemed to be included in this language.

1.03

In view of the requirement for the Company to conform to the Employment Equity Act, the Company and the Union affirm their intent to further the aims of employment equity in the workplace. The Parties agree to consult and, through mutual agreement, address practices and conditions to fulfill their obligations with regard to the Employment Equity Act.

ARTICLE 2 — UNION SECURITY AND RECOGNITION

2.01

This Agreement shall apply solely to employees in the bargaining unit, for which the Union is certified under the Canada Labour Code and shall be binding on the Employer and the Union and their respective successors or assigns.

2.02

The Employer agrees that all employees covered under this Agreement, as a condition of employment, shall within thirty (30) days from the effective date of this Agreement, become and remain members of the Union.

2.03

The Employer further agrees that all new employees hired subsequent to the effective date of this Agreement, shall as a condition of employment, within thirty (30) days from the date of employment, become and remain members of the Union.

2.04 Assignments of Wages and Employee Information

Upon written authorization from the employee, the Employer agrees to deduct Union initiation fees, dues and assessments from the wages of each employee, and to transmit the monies so collected to the Union once monthly, together with the following information as to the persons from whose pay such deductions have been made:

- (a) Employee name
- (b) ID number (if available)
- (c) home address
- (d) date of hire
- (e) job classification
- (f) employment status
- (g) gross earnings for the applicable period
- (h) amount of dues deducted
- (i) telephone number, except where employees have expressly indicated that their number is unlisted

Such information shall be supplied by the Company in a form mutually acceptable to the Parties. In addition, the Company will provide the Union with updated information as changes occur.

ARTICLE 3 — UNION REPRESENTATION

3.01 Union Recognition

The Employer shall recognize the Union and the Representative(s) selected by the Union for purposes of collective bargaining, Agreement administration and general Union business as the sole and exclusive Representative(s) of all employees within the bargaining unit as defined in Article 2 of this Agreement.

3.02 Employee Contact

The Representative(s) of the Union shall have the right to contact the employees at their place of employment on matters respecting the Agreement or its administration. The Union Representative(s) will obtain authorization from the Employer as to appropriate time for such contact before meeting the employee.

3.03

The Employer shall recognize the Office Steward(s) elected or appointed by the Union and shall not discharge, discipline or otherwise discriminate against such Office Steward(s) for carrying out the duties proper to that position. The Union shall inform the Employer of the names of the Office Steward(s).

3.04

The Office Steward(s) may, within reason, investigate and process grievances or confer with the Representative(s) of the Union during regular working hours, without loss of pay, provided such does not interfere with the employee(s) work schedule. Steward(s) will obtain permission from their immediate supervisor before leaving their immediate area for such purpose and such permission will not be unreasonably denied.

3.05 Right to Have a Job Steward Present

- a) An Employee shall have the right to have a Job Steward present at any discussion with management personnel where the basis of the discussion is disciplinary in nature. The employee shall be given advance notice of the meeting and of his/her right to have a Job Steward present at that meeting.
- b) An Employee shall have the right to refuse to participate or to continue to participate in any discussion with management personnel, where the basis of the discussion is disciplinary in nature, until a Job Steward can be present. An Employee who exercises this right of refusal shall not suffer any prejudice, penalty or discipline as a result.
- c) This clause does not apply to discussions that are of an operational nature or do not involve disciplinary action.

ARTICLE 4 — THE RIGHTS OF THE EMPLOYER

4.01

The Union recognizes that the management and the operation of, and the direction and promotion of the working forces is vested exclusively in the Employer and that the Employer shall have the right to select its employees and to discipline or discharge them for just and reasonable cause, provided that such rights are not exercised in a manner contrary to the provisions of the Agreement and subject to the right of the Union or employee to grieve as provided in Article 17 and 18 of this Agreement.

ARTICLE 5 — DEFINITION OF EMPLOYEES

5.01 Full-time Regular

An employee hired to work on a full-time basis in a regular continuing position.

5.02 Part-time Regular

An employee hired to work regular hours or days on a continuing basis, but who works less than the normal working hours in a month. These employees shall be covered by all conditions of this Agreement except as follows:

- (a) Bereavement, Severance and Jury Duty pay will be on a pro-rata basis consistent with days normally employed. Duration of Bereavement, Funeral and Jury Duty entitlement will be on the same basis as for full-time regular employees with the same calendar service.
- (b) After completion of thirty (30) days of employment, they shall receive Statutory Holiday pay based on their regular daily rate of pay. This will be paid if either the Statutory Holiday falls on one of their normally scheduled work days or provided they have been paid a minimum of fifteen (15) days in the thirty (30) working days immediately preceding the Statutory Holiday.
- (c) Annual vacation entitlement shall be the same as for a full-time regular employee. Vacation pay shall be calculated at four percent (4%), six percent (6%), eight percent (8%), ten percent (10%) or twelve percent (12%) of gross earnings. On each anniversary date, a part-time regular employee shall have the option of accruing annual vacation pay to be paid out at the time of taking annual vacation.

- (d) These employees will be carried on a separate Part-time Regular Employees seniority list. When these employees become Full-time Regular employees, they will be placed at the bottom of the Full-time Regular Employees seniority list.

5.03 Temporary

An employee hired on a full-time or part-time basis for a specified period, on a project basis, not exceeding three (3) months duration except:

- (i) where extended by mutual agreement of the Parties;
- (ii) to back fill for an Employee absent on Special Leave under Article 9.04;
- (iii) to back fill for an Employee absent on Maternity and/or Parental Leave under Article 9.06;
- (iv) to back fill for an Employee absent on Sick Leave under Article 10.02; and
- (v) to back fill for an Employee absent on Long Term Disability under Article 10.03

Temporary employees shall be covered by all conditions of this Agreement, except as follows:

- (a) After completion of thirty (30) days employment, they shall receive Statutory Holiday pay based on their regular daily rate of pay. This will be paid if either the Statutory Holiday falls on one of their normally scheduled work days or provided they have been paid a minimum of fifteen (15) days in thirty (30) working days immediately preceding the Statutory Holiday.
- (b) Vacation pay shall be paid on each pay, calculated at the applicable percentage of gross earnings for the period employed.
- (c) Bereavement, Funeral and Jury Duty leave will be granted without pay, and duration will be on the same basis as for full-time regular employees with the same calendar service.
- (d) Union Business leave, Special Leave Without Pay and Educational Upgrading shall not be granted.
- (e) Temporary employees shall be paid not less than the start rate for the classification they are backfilling, or a comparable position in the bargaining unit. Where a comparable position does not exist, the Employer will set the rate and advise the Union.
- (f) Reasonable notice of lay-off or termination, but not less than one (1) weeks notice shall be given by the Employer.
- (g) A Temporary employee attaining Full-time regular or Part-time regular status will have rights under this Agreement which are based on length of service and seniority dated from the start of continuous employment.
- (h) Article 16 of this Agreement shall not apply to temporary employees.
- (i) After three months continuous employment, a full-time temporary employee may elect to receive medical, dental and EHB coverage, in addition to the benefits outlined in Article 5, Section 4 (c)

5.04 Casual Employees

An employee hired on an as-and-when required basis during periods when regular employees are sick, on leave of absence, on vacation, subject to excessive work loads or emergency situations.

The period of employment shall not exceed thirty (30) working days except where extended by mutual agreement between the Union and the Employer. Casual employees shall be covered by all conditions of this Agreement except as follows:

- (a) After completion of thirty (30) days employment, they shall receive Statutory Holiday pay based on their regular daily rate of pay. This will be paid if either the Statutory Holiday falls on one of their normally scheduled work days or provided they have been paid a minimum of fifteen (15) days in the thirty (30) working days immediately preceding the Statutory Holiday.
- (b) Vacation pay shall be paid on each pay, calculated at the applicable percentage of gross earnings for the period employed.
- (c) Bereavement, Funeral and Jury Duty leave will be granted without pay, and duration will be on the same basis as for full-time regular employees with the same calendar service.
- (d) Union Business leave, Special Leave Without Pay and Educational Upgrading shall not be granted.
- (e) Rate of pay shall be not less than the start rate for the position in which employed and the Union advised for the purpose of deduction and remittance of applicable union dues.
- (f) Reasonable notice of lay-off or termination, but not less than one (1) weeks notice, shall be given by the Employer.
- (g) A casual employee attaining regular full-time or regular part-time status will have rights under this Agreement which are based on length of service and seniority dated from the start of continuous employment.
- (h) Article 16 of this Agreement shall not apply to casual employees.

ARTICLE 6 — HOURS OF WORK, OVERTIME AND SHIFT PREMIUM

6.01

- (a) The regular work schedule for full-time regular employees, except for those in jobs per (b) below, shall be seven and one-half (7 1/2) consecutive hours, exclusive of meal periods, for five (5) consecutive days, Monday to Friday inclusive. Each employee shall select, subject to operational requirements, on seniority basis, a start time between 6:30 a.m. and 9:00 a.m., and the selected hours of work (i.e., shift) shall not be changed without mutual agreement of the Parties (Employer and Union). The Switchboard/Receptionist desk may be staffed between the hours of 6:30 a.m. and 5:00 p.m.
- (b)
 - (i) The regular work schedule for Shift Crew Dispatchers, Relief Crew Dispatcher and Marine Crewing Assistant shall consist of five (5), seven and one-half (7 ½) hour days 8:00 a.m. to 4:00 p.m., Monday to Friday inclusive except as specified in (ii) below. This regular work schedule shall be implemented on a Trial basis in accordance with Letter of Understanding #2.
 - (ii) The Shift Crew Dispatcher and Marine Crewing Assistant will be "on call" outside of regular working hours as defined in (i) above and on Saturday and Sunday, once every three (3) weeks on a rotational basis, and will receive the Monday following her week

of "on call" duties off with pay plus the weekly "on call" remuneration in (iv) below, in addition to all other compensation in this Collective Agreement, to handle any crewing calls relayed by the duty tug dispatcher.

(iii) If the "on call" Employee is required to work in the office on Saturday or Sunday to perform her "on call" duties she will be compensated at two (2) times her current step on the Grade 6 salary scale for a minimum of four (4) hours or all time worked, whichever is greater. The "on call" Employee must receive prior management approval to work in the office on Saturday or Sunday.

(iv) Weekly "on call" remuneration for the foregoing duties will be as follows:

Effective March 1, 2011	-	<u>\$266.44</u>
Effective March 1, 2012	-	<u>\$266.44</u>
Effective March 1, 2013	-	<u>\$271.77*</u>
Effective March 1, 2014	-	<u>\$277.21**</u>

**(2% or COLA whichever is greater. COLA is defined as the Statistics Canada figure for Vancouver for the previous calendar year.)*

*** (2% or the increase negotiated effective 01 October 2013 per Article 1.25, Rate of Pay, of the Collective Agreement between the Canadian Merchant Service Guild and Seaspac ULC, whichever is greater.*

(v) The incumbent Shift Crew Dispatchers at the date of ratification of this Collective Agreement will be grandfathered and continue to receive their monthly "on call" remuneration as follows:

Effective March 1, 2011	-	<u>\$577.29</u>
Effective March 1, 2012	-	<u>\$577.29</u>
Effective March 1, 2013	-	<u>\$588.84*</u>
Effective March 1, 2014	-	<u>\$600.33**</u>

6.02

EDO's will be earned and taken as follows:

(a) For Employees hired prior to 01 March 2013, for each full calendar month worked on the above regular work schedules, Employees shall earn one point one seven (1.17) paid days off (maximum fourteen (14) days in twelve (12) calendar months) to be taken at a time mutually agreed between the Employee and the Employer.

(b) Employees hired on or after 01 March 2013 shall earn paid days off (EDOs) in accordance with the following schedule:

(i) Employees who have less than one (1) years' service shall earn zero point four two (0.42) paid days off per month (maximum five (5) days off in twelve (12) calendar months);

(ii) Employees who have more than one (1) years' service but less than two (2) years' service shall earn zero point eight three (0.83) paid days off per month (maximum ten (10) days off in twelve (12) calendar months);

- (iii) Employees who have more than two (2) years' service but less than three (3) years' service shall earn one point zero (1.0) paid days off per month (maximum twelve (12) days off in twelve (12) calendar months);
 - (iv) Employees who have more than three (3) years' service but less than four (4) years' service shall earn one point zero eight (1.08) paid days off per month (maximum thirteen (13) days off in twelve (12) calendar months); and
 - (v) Employees who have more than four (4) years' service shall earn one point one seven (1.17) paid days off (maximum fourteen (14) days in each twelve calendar months.)
- (c) Each Employee may take a maximum of two (2) earned days off in any one (1) month except that, by mutual agreement between the Employee and the Employer and where circumstances permit, more than two (2) earned days off may be taken in any one (1) month. There will be no carry-over from one year to the next. Unused days will be paid out by May 31st of each year.
- (d) Effective the first day of the month following ratification of the Memorandum of Agreement by both Parties, accrual of EDOs will be aligned with the vacation year (i.e. June 1 to May 31).
- (e) EDO entitlement in accordance with (a) above, as negotiated in the 2011 – 2015 Collective Agreement, will be grandfathered for Full-time Regular Employees and not subject to negotiation in future collective bargaining.

6.03

An unpaid lunch period of thirty (30) minutes will be provided and taken within the two (2) hours in the middle of the regular working day, the precise time of which will be arranged between the Employer and the employee.

6.04

Two (2) paid relief periods per day of fifteen (15) minutes each will be provided and taken, one (1) in the morning and one (1) in the afternoon.

6.05 **Overtime Premiums**

All time worked before or after the regularly established working day shall be considered overtime and be paid for at two hundred percent (200%) of the employee's straight time hourly rate. An employee's straight time hourly rate shall be calculated by dividing current monthly salary by one sixty-two and one-half (162.50).

6.06

All time worked on Saturday and/or Sunday shall be considered as overtime and paid at the rate of two hundred percent (200%) of the employee's straight time hourly rate.

6.07

An employee requested to work overtime beyond the regular work day shall be allowed a one (1) hour meal period at the regular straight time hourly rate of pay, provided such overtime is in excess of two (2) hours work. The meal period may be taken before, during or after the overtime work, as may be mutually agreed.

6.08

An employee called back to work after completing a regular days work or from a regular day off shall be paid overtime rates for a minimum of four (4) hours or for time worked, whichever is greater.

6.09

There will be no carry-over of banked overtime from one year to the next or from one department to another. Unused banked time will be paid-out at the applicable rate annually or at the time of transfer or promotion to another position and department.

6.10

Employees who work overtime may request time off in lieu of overtime pay, but such time off must be taken at a time mutually agreed upon with the Employer. The length of time off with pay shall be equal to the straight time equivalent of the overtime earnings.

6.11

Employees shall be at their respective positions ready to begin work at their scheduled starting time and shall not quit work in advance of their scheduled quitting time.

ARTICLE 7 — STATUTORY HOLIDAY

7.01

New Year's Day	<u>Family Day (effective February 2013)</u>	
Good Friday	Labour Day	Victoria Day
Easter Monday	Thanksgiving Day	Remembrance Day
Canada Day	Christmas Day	Boxing Day
BC Day		

and any other day that may be stated a legal holiday by the Provincial or Federal Government.

Should any of the above holidays fall on an employee's regular day off, the employee shall receive an additional day off or days off with pay, to be taken on either a Friday or Monday or at a time mutually agreed with the Employer.

7.02

No work shall be performed by employees on the above-mentioned holidays, except in unforeseen circumstances. Work performed on such occasions will be paid at two hundred percent (200%) of the employee's straight time hourly rate and such employees shall be given an alternate day off with pay.

7.03

In the event any of the holidays enumerated in Section 1 above occur during the period of an employee's vacation, an additional day of vacation, with pay, shall be allowed for each holiday so occurring.

7.04 Floating Holiday

All full-time regular employees shall be entitled to a "floating " day off, with pay, once each calendar year, which shall be in addition to the Statutory Holiday and annual vacation entitlement provided for in Article 7 and 8 of this Agreement. The "floating" day off shall be taken at a date arranged in advance by mutual agreement between the employee and the Employer. The pre-

arranged day off may be changed at the request of the employee or Employer but only by mutual consent.

ARTICLE 8 — ANNUAL VACATIONS

The vacation year is the period of twelve (12) months commencing June 1 to May 31. Regular employees shall receive annual vacation entitlements each vacation year to be taken in the following vacation year. Any fraction of a day's credit will be treated as a whole Day. All Regular Employees shall be entitled to a paid vacation in accordance with the following schedule:

8.01

During the first twelve (12) months' service an employee shall receive a paid vacation entitlement of ten (10) working days. An Employee may, after six (6) months' service, request to take up to five (5) working days' paid vacation. Approval of the Employee's request will be at the discretion of the Employer, and will not be unreasonably denied.

8.02

Each employee who completes two (2) years' service shall receive fifteen (15) working days paid vacation.

8.03

Each employee who completes seven (7) years' service shall receive twenty (20) working days paid vacation.

8.04

Each employee who completes fifteen (15) years' service shall receive twenty-five (25) working days paid vacation.

8.05

Each employee who completes twenty (20) years' service shall receive thirty (30) working days paid vacation.

8.06

Payment for vacations shall be at the employee's regular classification wage rate at the time vacation is taken, or at four percent (4%), six percent (6%), eight percent (8%), ten percent (10%) or twelve percent (12%) of gross earnings, whichever is greater.

Where an employee has not received wages from the Employer for any period during the vacation year (June 1-May 31) of more than three (3) weeks, by reason of leave of absence without pay as per Article 9, Section 4, lay-off as per Article 12, Section 6 or receiving Long Term Disability as per Article 10, Section 3, vacation pay shall be paid at the applicable percentage of gross earnings for that vacation year.

8.07

Employees desiring to take vacations in broken periods shall be entitled to take them in periods of one (1) week, two (2) weeks, three (3) weeks, etc. Vacation selections must be pre-approved by the Employer and will not be unreasonably denied.

8.08

Employees shall select their vacation periods in order of seniority, as defined in this Agreement, however, only one (1) vacation period shall be selected by seniority until all employees in the

signing group have selected one (1) period. Subsequently, all employees in the signing group who have chosen to take their vacation in broken periods shall select, in order of seniority, for a second vacation period and again for subsequent periods, until all periods are chosen.

8.09

Employees who have completed one (1) or two (2) years' service shall be entitled to bank up to a maximum of one (1) week vacation. Employees who have completed three (3) years' service, or more, shall be entitled to bank up to a maximum of two (2) weeks vacation.

Employees who have completed five (5) years' service or more shall be entitled to bank up to a maximum of three (3) weeks vacation. Such banked vacation may be taken in the following year, or later, subject to the Employer's right to approve the overall vacation schedule.

8.10

A common anniversary date of June 1 has been granted by the Canada Department of Labour, and the vacation year is the period of twelve (12) months commencing June 1 to May 31. During the transitional years (the 1st, 2nd, 7th, 15th and 20th year of service), vacation entitlements shall be calculated as per Appendix "B" which is attached hereto and made part of this Agreement.

ARTICLE 9 — LEAVE OF ABSENCE

9.01 **Union Business**

Leave of absence, without pay, will be granted to employees for the purpose of attending to Union business, providing the Employer's work requirements will allow for such leave. The Union will request such leave by giving the Employer at least two (2) weeks notice, and such leave will not be unreasonably denied. To facilitate the administration of this clause, when a leave of absence without pay is granted, the Employer will continue the Employee's normal salary, subject to timely reimbursement by the Union.

9.02 **Bereavement Leave**

In case of death in the immediate family of the employee, i.e., father, mother, husband, wife, son, daughter, sister, brother, mother-in-law, father-in-law, grandparents, grandchildren, an employee shall be granted compassionate leave of up to five (5) days, with pay. Such leave of absence shall not be charged against annual vacation entitlement.

9.03 **Funeral Leave**

Upon application to the Department Head an amount of time, up to a maximum of one-half (1/2) day leave of absence, without deduction of pay, to attend a funeral as pallbearer or mourner may be granted.

9.04 **Special Leave Without Pay**

An employee may be granted leave of absence without pay for personal reasons upon written application. Such leave shall be at the discretion of the Employer. It is understood that such leave shall not unduly interfere with the operations of the department concerned.

9.05 **Jury Duty**

Employees who are required, by law, to serve as jurors or witnesses in any court, competent jurisdiction, or any proceeding resulting from employment with the Employer, shall be granted leave of absence with pay for this purpose. The employees concerned shall deposit with the Employer any pay received for such service, other than expenses, and shall render an accounting of amounts received together with proof of service.

9.06 Maternity Leave/Parental Leave

- (a) Employees who have completed six (6) months of continuous service shall be eligible for Maternity/Parental leave in accordance with the Canada Law Code.
- (b) In addition, Employees who have completed one (1) year of continuous service shall be eligible, in accordance with the Company's Policy (March 2007), for the following :
- (c)
 - (i) During the two (2) week waiting period, Employees shall be paid ninety percent (90%) of their weekly salary:
 - (ii) For the fifteen (15) week Maternity Leave and for the first fifteen (15) weeks of Parental Leave, the Company will top up the salary over and above the EI benefits to ninety percent (90%) of their weekly salary for a total of up to thirty-two (32) weeks of leave, to a maximum of twenty-five thousand dollars (\$25,000.00);
- (c) Employees who voluntarily terminate within six (6) months of the conclusion of the Maternity or Parental Leave, are required to repay the entire top-up benefit in full to the Company.
- (d) Vacancies created by Maternity Leave/Parental Leave will be posted as Temporary positions, i.e. the Employee must be reinstated in accordance with the Canada Labour Code.
- (e) Such leave will not affect annual vacation entitlements or seniority.

9.07 Educational Upgrading

- (a) Where an employee completes a job related night school educational course as approved in advance by the Employer, the Employer will reimburse one hundred percent (100%) of the cost of this course to the employee.
- (b) When an employee registers in a job related educational certificate program as approved in advance by the Employer, the Employer upon registration will reimburse one hundred percent (100%) of the cost of each course to the employee.
- (c) When the Employer requests an employee to attend a job related educational course, the Employer will pay one hundred percent (100%) of the cost upon registration.
- (d) The Employer further agrees that where such educational leave as detailed in (b) or (c) above is granted during normal working hours, the leave shall be without loss of wages or benefits.
- (e) In the event any employee attends an educational course as specified in (c) above, and that day is other than a regular working day, then a compensating day off with pay shall be granted and taken by the employee immediately preceding or succeeding the day of attendance at such course, or at such other time as is mutually agreed upon between the Employer and the employee.

ARTICLE 10 — SICK LEAVE, WELFARE PLANS AND PENSION PLAN

All newly hired full-time regular and part-time regular employees, regularly scheduled to work three (3) days or more per week, shall be enrolled in the Medical Services Plan of BC on the first of the month following date of hire and one hundred percent (100%) of the premium cost shall be paid by the Employer. Coverage for Extended Health Benefits, Sick Pay, Long Term Disability, Group Life Insurance and Dental Plan shall commence on the first of the month following completion of their probationary period.

10.01 Medical Plan and Extended Health Benefits

Coverage under Medical Services Plan of BC and the Company Group Insurance Program shall remain in effect for the duration of this Agreement with one hundred percent (100%) of the premium cost paid by the Employer. Details of the Plan shall be made available to all employees on request.

10.02 Sick Pay Plan

The present Sick Pay Plan which pays up to one hundred percent (100%) of salary (minimum two-thirds) for a maximum of fifteen (15) weeks shall remain in effect for the duration of this Agreement. Details of the Plan shall be made available to all employees on request. Employees absent from work in excess of three (3) days may be required to present a doctor's certificate on return to work in order to receive sick pay, and shall be reimbursed for the cost of obtaining such certificate. Where there is a demonstrated pattern of absenteeism, the three (3) days may be reduced to one (1) day. Notice of such requirement to present a doctor's certificate shall be given, either prior to commencement of such absence, or during such absence, but prior to the employee's return to work.

10.03 Long Term Disability

The present Long Term Disability Plan shall remain in effect for the duration of this Agreement with the full premium cost paid by the Employer. The Plan comes into effect only if the disability continues beyond the fifteen (15) week Sick Pay Plan provided for in Article 10.02. The Plan will pay a disabled employee seventy-five percent (75%) of base salary for as long as the employee remains disabled, or until the employee reaches normal retirement age, subject to the qualifications as laid out in the text of the Plan. Details of the Plan shall be made available to all employees on request.

10.04 Group Life Insurance Plan

The present Group Life Insurance Plan shall remain in effect for the duration of this Agreement with the full premium cost paid by the Employer. The Plan provides for insurance in the amount of three times (3X) annual salary to a maximum of \$500,000 and the employee is also covered for an equal amount of Accidental Death and Dismemberment Insurance.

The Accidental Loss of one (1) hand, one (1) foot or the sight of one (1) eye - fifty percent (50%) of the amount for which insured. Loss of a combination of two (2) or more of the above - one hundred percent (100%) of the amount for which insured. Details of the Plan shall be made available to all employees on request.

10.05 Pension Plan

All regular employees shall participate in the Company's Pension for Salaried Employees upon completion of three (3) calendar months of employment. Details of the Plan shall be made available to all employees on request. Regular Union employees shall receive the same level of entitlement as the non-union salaried employees/managers.

10.06 Dental Plan

Coverage under the PBC Dental Care Plan shall continue in effect for the duration of this Agreement with one hundred percent (100%) of the premium cost paid by the Employer. The Plan pays for Part A - one hundred percent (100%), for Part B - sixty percent (60%), and for Part C - sixty percent (60%).

Part A: pertains to routine dental care. It includes diagnostic services such as examinations, consultations, X-rays, preventative services such as cleaning and scaling of teeth, topical fluoride and regular maintenance such as fillings, extractions, etc.

Part B: pertains to major restorative expenses, such as crowns, bridges, dentures, endodontic and periodontic treatment, etc.

Part C: involves prescribed orthodontic work required to correct malocclusion. Details of the Plan shall be made available to all employees on request.

10.07 General

(a) An employee receiving Long Term Disability Plan benefits shall have the right to return to his/her former job for a period of twenty-four (24) months from the date of disability and shall continue to accrue seniority for the first twelve (12) months only, from the date of disability.

Should the employee become employable on a full-time regular basis subsequent to the expiry of this twenty-four (24) month period, he/she shall be placed on the recall list for a period of six (6) months.

(b) When an employee is receiving paid sick leave, WCB and/or Long Term Disability Plan benefits, the Welfare Plan premium cost shall continue to be paid by the Employer.

(c) An Employee's Sick Pay Plan will be reinstated as follows:

- (i) in the case of a recurring disability, full benefits will be reinstated within three months of return to active employment following the latest absence for the same illness or injury; and
- (ii) in the case of a new disability, full benefits will be reinstated within one month of return to active employment following the latest absence due to illness or injury.

10.08 Extended Sick Leave Without Pay

(a) An employee shall be granted up to three (3) months extended sick leave without pay in addition to the fifteen (15) week paid sick leave referred to in Article 10.02 of this Article, provided that the employee has a minimum of one (1) year's continuous service with the Employer, the employee does not qualify for Long Term Disability Plan benefits and the Employer has received a letter from a certified medical doctor stating the period of sick leave expected.

(b) Prior to commencement of extended sick leave, the employee shall prepay fifty percent (50%) of all Welfare Plan premium costs for the period of extended sick leave without pay.

(c) An employee shall continue to accrue seniority during the fifteen (15) week period of paid sick leave and the three (3) month period of extended sick leave without pay.

(d) An employee who is unable to return to work at the expiration of extended sick leave without pay, shall be placed on the recall list for a further period of twelve (12) months.

10.09

Regular Union employees will be entitled to a post-retirement benefit package should this be implemented for non-union salaried employees/managers.

ARTICLE 11 — SALARIES

11.01

All Employees will be covered by a job classification that will be evaluated in accordance with the necessary qualifications and skills required, and shall be paid not less than the salary specified for such job classification in accordance with the salary Grades as set forth in Appendix "A", which is attached hereto and made part of this Agreement.

11.02

Any position not covered by Appendix "A", new positions which may be established during the life of this Agreement, or reclassification of existing positions by reason of significant changes in job content, shall be subject to negotiation and agreement with the Union prior to implementation with respect to classification and salary for the position in question. In the event that the Parties fail to agree, such matters may be referred to a mutually acceptable third Party qualified in job evaluation techniques, the cost of whom shall be shared equally by the Parties. If the Parties fail to agree upon such mutually acceptable third Party, the matter shall be referred to a single arbitrator as provided in Article 18 of this Agreement.

11.03

It is agreed that the salaries contained in Appendix "A" are minimum salaries. This Agreement shall not be so construed as to reduce the pay or increase the hours of any employee within the bargaining unit, nor shall it be so construed that any employee may not be advanced or promoted in the service of the Employer.

11.04

- (a) An employee who is promoted to a higher job classification shall be placed on the three (3) month step of the salary range for the new classification and receive a minimum increase of seventy-five dollars (\$75.00) per month.
- (b) Upon satisfactory completion of the ninety (90) days' trial period and providing the employee has had previous experience at the specific job classification, the employee shall be moved to the twelve (12) month step of the salary range of the new classification.

11.05 Salary Progression

Employees shall progress up the salary range for their job classification, but pay increases may be withheld if, in the opinion of the Employer, progress and performance is not satisfactory and further training is required, subject to the employee's right to grieve if such increase is unreasonably withheld. However, if an employee is placed on a length of service step higher than the minimum required by he/she service, (i.e.) on being hired or by promotion, he/she shall receive increases thereafter as provided for in his/her classification range; (eg.) an employee placed on the twelve (12) month step shall not be required to wait twenty-four (24) months before proceeding to the twenty-four (24) month step, but shall be paid the twenty-four (24) month rate after twelve (12) months service at the twelve (12) month step, provided progress and performance is satisfactory.

11.06

- (a) An employee assigned to a higher job classification or temporarily replacing another employee in such higher classification shall be paid at the higher rate as determined by the foregoing Article 11.04 for the period so employed for periods of one (1) day or more.
- (b) When employees are requested to perform work of a classification excluded from the Bargaining Unit, they will be paid the maximum rate for their current classification plus ten percent (10%) for all time so worked for periods of one (1) day or more.

11.07 **Salary Increases**

All Employees shall receive general increases on the dates set out in Appendix "A" in accordance with the following schedule:

- (a) 01 March 2011 3.0%;
- (b) 01 March 2012 0.0% + \$1,500.00 signing bonus;
- (c) 01 March 2013 2.0% or COLA*, whichever is greater;
- (d) 01 March 2014 2.0% or the increase negotiated per Article 1.25, Rate of Pay, of the Collective Agreement between the Canadian Merchant Service Guild and Seaspac ULC, whichever is greater.

* Cost of Living Adjustment (COLA) will be based on the Vancouver CPI as published by statistics Canada for the previous calendar year.

11.08

Employees will receive their monthly salary in two (2) equal payments, one (1) by the 15th of each month and one (1) by the last working day in the month, less statutory deductions and Union dues in accordance with Article 2. An Employee who is terminated, laid off or discharged shall receive all amounts due to him/her no later than the last day worked.

ARTICLE 12 — HIRING, PROMOTION, LAY-OFF, RECALL AND SEVERANCE PAY

12.01 **Job Vacancies**

The Employer shall fill job vacancies from within the bargaining unit before hiring new employees, providing there are bargaining unit employees who apply to fill the vacant position, having the necessary qualifications and ability required to perform the job. When vacancies are not filled from within the bargaining unit, the Employer shall interview and consider applicants from the Union's unemployed roster.

12.02 **Job Posting**

- (a) Notice of all job vacancies shall be posted on the office bulletin board for three (3) working days (and where possible emailed to company email addresses) and shall include the job title, job grade, pay rate and a brief description of the job duties including necessary qualifications. The Employer shall also make a reasonable attempt to notify employees who are absent on vacation or leave during the posting period and who, prior to their leave, have informed the Employer of their interest in changing positions. Employees who make application during this three (3) working day period will be considered for the job.
- (b) Such job vacancies shall be posted within three (3) days of the known vacancy and the vacant position(s) shall be filled within fifteen (15) days where possible thereafter. In addition, a copy of each such posting shall be forwarded to the Union and the Chief Job

Steward, advising whether the posting is for a new or replacement position and, if the latter, which employee has terminated and the former employee's job classification.

12.03 Promotions and Transfers

A promotion is defined as the move of an employee to a higher classification than that presently occupied. A transfer is defined as the move of an employee to another position within the same classification.

Promotions, transfers, layoffs and recalls shall be made on the basis of seniority, necessary qualifications and ability required to perform the job.

"Experience" shall not be a criteria in respect of the foregoing. Where an employee has been selected for promotion or transfer to a permanent position he/she may not apply for another posting during the first six (6) months in the new position.

In the event two (2) or more applicants in the bargaining unit have the necessary qualifications and ability required to perform the job, the employee applicant with the greatest seniority shall be awarded the vacancy.

12.04 Probationary Period

(a) All new employees, except temporary employees, will be considered probationary for up to the first ninety (90) days of employment, and the probationary period may be extended by mutual agreement between the employee and the Employer. Notice of extension of the probationary period shall be in writing to the employee, with a copy to the Union and such notice shall be given during the thirty (30) day period prior to the completion of the ninety (90) day probationary period.

(b) Temporary employees attaining regular status shall have their temporary period of employment included in their probationary period.

12.05

(a) Employees wishing training opportunities in different areas/departments of the Company shall advise Corporate Human Resources in writing and the Company will take such requests into consideration and attempt to accommodate these requests where disruption to the operation would be minimal.

(b) Temporary vacancies of a known duration of six (6) months or longer, which the employer intends to fill, will be posted and filled in accordance with Articles 12.02 and 12.03. However, this requirement for posting only applies to the initial vacancy, not subsequent temporary jobs created as a result of filling the initial posting.

12.06 Lay-off

If a reduction of office staff is necessary, the following procedure shall be adopted:

(a) the employee with the least amount of seniority in any job classification will be the first laid-off from that job, but he/she may displace an employee with less seniority in the same or lower pay Grade, providing he/she has the demonstrated ability or can demonstrate in a reasonable period of time, the necessary ability to perform the job.

(b) Employees who are displaced from their job as a result of such bump-back procedure may themselves displace employees having less seniority in the same or lower pay Grade, providing such employees have the demonstrated ability or can demonstrate in a reasonable period of time, the necessary ability to perform the job.

12.07

All regular (i.e. permanent) employees shall be given two (2) weeks notice of lay-off or two (2) weeks' salary in lieu of notice.

12.08

- (a) Any Regular employee with six (6) months or more of service who is laid-off and cannot or has chosen not to bump in accordance with Article 12.06 may elect either:
- (i) to be placed on the recall list for a maximum of twelve (12) months, or
 - (ii) termination.
- (b) (i) Employees with six (6) months or more of service who elect termination in accordance with Article (a) (ii) above shall be entitled to two (2) weeks' notice or pay in lieu of notice, payable on the date the Employee terminates and waives recall rights.
- (ii) Employees with a minimum of one (1) consecutive years' service who elect termination in accordance with Article (a) (ii) above shall be entitled to severance pay of two (2) weeks' pay for each full year of service to a maximum of twenty-six (26) weeks.
- (c) Severance pay shall be based on the employee's regular rate of pay at the date of severance and will be payable on either the date the employee terminates and waives recall rights, or at the expiry of the recall period.
- (d) An employee who receives severance pay under this clause is not eligible to receive severance pay under Article 16.05 (and vice versa) for the same separation of employment.

12.09 Recall

- (a) Copies of up to date Recall lists and all notices of Recall will be sent to the Union office.
- (b) Employees on the recall list shall have the right to return to their former job if it becomes vacant. However, all employees on the recall list shall have the right to apply for a vacancy in any classification and if selected, shall be subject to a trial period of up to ninety (90) days. The Employer shall not post the vacancy until employees on the recall list have been considered.

12.10

- (a) Notice of recall to an employee who has been laid-off shall be sent by registered mail, courier or email to the last known residential or email address of the employee. The employee must respond to such notice within seven (7) calendar days of receiving it or lose rights of seniority and recall. An employee who is prevented from responding to a recall notice because of illness or other reason beyond the employee's control shall not lose rights thereby, but such employee may be bypassed for the position available. An employee bypassed, as provided above, will remain on the recall list for the remaining recall period.
- (b) Employees on the Recall list will ensure the Employer has their current residential or email address for recall.

12.11 Salary on Bumping, Vacancy Placement and Recall

- (a) Employees recalled to their former position, or to a position having the same salary rate shall receive the current rate for the step in the salary range which they held at the time of lay-off.
- (b) Employees recalled to a position with a salary range which is lower than their former position, shall be paid their former salary if it is not higher than the maximum rate for the position to which they are recalled. If the former salary is higher, they shall be paid the maximum rate for the lower position.
- (c) The foregoing Clauses (a) and (b) shall also apply to vacancy placements and bumping due to layoffs.

ARTICLE 13 — SENIORITY

13.01

Seniority shall mean length of continuous service with the Employer and predecessors, as an employee in the bargaining unit, except that credit shall be given for all continuous service prior to certification of the bargaining unit.

13.02

Except as provided in Article 13.03 following, an employee who leaves the bargaining unit and subsequently returns, will be considered a new employee from the date of re-entering the unit for the purpose of determining seniority credit.

13.03

- (a) An Employee who voluntarily leaves the bargaining unit to fill a position with the Employer and returns to a bargaining unit position within two (2) years may, within two (2) years of returning to the bargaining unit position, apply to have his/her previous seniority reinstated five (5) years after returning to the bargaining unit position, subject to conditions stipulated in Article 2.
- (b) An Employee whose position is removed from the bargaining unit under the Canada Labour Code may, upon return to a bargaining unit position or re-inclusion of his/her removed position, apply to be credited for seniority for the excluded period subject to conditions stipulated in Article 2.

13.04

An employee on approved special leave without pay will accrue seniority for a maximum of three (3) calendar months, subject to conditions stipulated in Article 2.

13.05

An employee laid-off and placed on the recall list in accordance with Article 12.08 will retain and continue to accumulate seniority during the period of lay-off and recall subject to conditions stipulated in Article 2.

13.06

No seniority shall accrue for short terms of temporary work, except that temporary employees who attain regular status shall have seniority credited from date of entry as an employee of the Employer, as provided in Article 5.04.

13.07

An employee on leave of absence on Union business in accordance with Article 9.01, or on sick leave, extended sick leave without pay or long term disability in accordance with Article 10 will continue to accrue seniority, subject to conditions stipulated in Article 2.

13.08

The Employer will provide the Union with a seniority list in January of each year, and at such times as may be required for the administration of this Agreement.

13.09

After satisfactory completion of the probationary period, seniority will commence from the date of hire.

ARTICLE 14 – GENERAL

14.01

Neither the Employer nor the employees shall be asked to make any written or verbal contract which may conflict with this Agreement.

14.02 Picket Lines

It shall not be a violation of this Agreement or cause for discharge of any employee in the performance of his/her duties, to refuse to cross a legal picket line recognized by the Union. The Union shall notify the Employer, as soon as possible, of the existence of such recognized picket lines.

14.03 Bulletin Boards

Will be made available to the Union for the purpose of posting notices relating to meetings, dues, entertainment, health and safety, and general Union activities. All notices shall be submitted to the Employer before being posted. Approval shall not be withheld unreasonably by the Employer.

14.04 Health & Safety

The Employer agrees to provide a safe, properly lighted, heated and ventilated place of work with restrooms and first-aid facilities as required by applicable federal and provincial statute. The Employer further agrees to provide a healthful work environment for all employees, except where circumstances are beyond the Employers ability to maintain such an environment. Minutes of the Safety Committee as per section 135.1(9) of the Occupational Health & Safety section of the Canada Labour Code are to be submitted to both the Union and the Union committee member.

14.05 Personnel Files

The Employer shall supply the employee and the Union with a copy of any written warning or adverse report affecting the employee. Any written reply by the employee shall become part of the employee's record. In addition, employees shall have an opportunity, not more than twice per calendar year, to view their own personnel file under the supervision of the Supervisor, Human Resources (or delegate) and make written comments.

The record of any disciplinary action shall not be referred to or used against the employee at any time after twelve (12) months following such action, unless there is another record of disciplinary action issued for a directly related matter within that period.

14.06 Bargaining Unit Work

- (a) Except as specifically provided in this Agreement, no work which is normally, properly or customarily performed by members of the bargaining unit shall be contracted out, sub-contracted or performed by other than COPE, LOCAL 378 members in the bargaining unit.
- (b) Managers or other employees outside the bargaining unit shall not perform the duties customarily or properly performed by employees within the bargaining unit except in cases of emergency when bargaining unit members who can perform the required work are not available, or when a Manager is working alongside an employee for the purpose of training.

14.07 Parking

The Employer shall provide free parking on or adjacent to the Employer's premises for all employees in the bargaining unit desiring same as long as the ability to supply parking is within the Employer's control.

ARTICLE 15 — DISCHARGE AND TERMINATION

15.01

It is hereby agreed that the Employer has the right to discharge for just cause and notice or pay in lieu of notice may be given in the event of such discharge at the Employer's option.

15.02

If a regular employee is terminated, except as provided in Article 15.01 above, said employee shall receive two (2) weeks' notice immediately prior to the date of termination or the equivalent in wages. If notice is given immediately prior to the vacation period of any employee, such employee shall receive two (2) weeks' wages, at the employee's current salary, in addition to vacation pay to which the employee is entitled, plus all other benefits.

15.03

If upon joint investigation by the Union and the Employer, or by decision of an arbitration pursuant to the terms of this Agreement, it shall be found that an employee has been unjustly discharged, the affected employee shall be subject to the award of such arbitration or pursuant to the mutual findings of the Union and the Employer, re-instated to his/her former position without any loss of seniority, Employee status or pay. Compensation for lost salary shall be as mutually agreed between the Employer and the Union or as decided by arbitration.

ARTICLE 16 — TECHNOLOGICAL OR PROCEDURAL CHANGES & SEVERANCE PAY

16.01

The Employer will provide the Union with as much notice as possible, but in any event not less than three (3) months' notice, of intention to introduce automation, equipment or procedures which might result in displacement or reduction of personnel or in proposed changes in job duties which affect the employee(s) job description(s).

16.02

Wherever practical, Employees becoming redundant due to new equipment or procedures shall be eligible for retraining to equip them for the operation of such new equipment or procedure, or to qualify for new positions. Such retraining will be based on seniority and provided by the Employer during regular working hours, whenever possible, without cost and without loss of pay

to the affected employee(s). Where such training is only available outside of regular working hours, the matter will be discussed between the Parties and a mutually satisfactory arrangement shall be arrived at.

16.03

In cases where the retraining of employees is not practical, or where other positions with the Employer are not available, the provisions of Article 12.08 will apply, or the employee(s) shall elect for termination of employment, or shall elect to be placed on the recall list. An employee on recall under this Clause shall receive all the benefits he/she had accrued during employment at the end of the recall period or at such earlier time as he/she may elect to terminate.

16.04

Severance pay, as provided for in Article 16.05 following, shall be due and payable to a displaced employee immediately upon termination.

16.05 **Severance Pay**

Severance pay shall be paid to employees who terminate because of changes in administrative procedures, automation, consolidation, or suspension of business. Such Employees shall be entitled to severance pay in accordance with Article 12.08 (b) (ii).

ARTICLE 17 – GRIEVANCE PROCEDURE

17.01

"Grievance" means any difference or dispute between the persons bound by this Collective Agreement concerning the interpretation, application, administration or alleged violation of this Collective Agreement.

17.02

Grievances or complaints shall be settled in the following manner:

1. Employee Complaint/Grievance

(a) Step 1 – Employee Complaint

Employees are encouraged to discuss any complaint, dispute or misunderstanding relating to this Agreement with their immediate Supervisor as soon as possible, and for the purpose of this clause not later than five (5) working days from the date of the action which led to the complaint, dispute or misunderstanding. A Job Steward may attend, at the option of the Employee.

(b) Step 2 – Employee Grievance

(i) Should a complaint be unresolved, a grievance may be submitted by the Job Steward or Union Representative to the immediate Supervisor in writing, with a copy to the Department Manager, not later than ten (10) working days from the date the complaint was first raised at Step 1.

(ii) The Supervisor will meet with and discuss the grievance as required with the Job Steward and/or Union Representative and render a decision in writing to the Union office with a copy to the Job Steward and the Department Manager, or his/her nominee, within ten (10) working days of the date of referral to Step 2.

(c) Step 3 – Employee Grievance

(i) If a satisfactory settlement is not reached at Step 2, the grievance shall be referred, within the next seven (7) working days, to the Vice President, Human Resources or his/her designate. Within ten (10) working days of receipt of the referral to Step 3, a Union Representative and the Vice President, Human Resources or his/her designate will meet in an effort to resolve the dispute.

(ii) Within fifteen (15) working days of the Step 3 meeting, the Vice President, Human Resources or his/her designate, will submit the Employer's decision to the Union in writing. Failing settlement, within seven (7) working days of receipt of the Vice President's Step 3 response, the dispute may be referred to arbitration as set forth in Article 18.

2. Discipline or Discharge Grievance

Grievances concerning suspension or termination of an Employee may be submitted directly to Step 3 at the option of the Grieving Party. Grievances concerning the discipline of an Employee, for other than suspension or termination, may be submitted directly to Step 2.

3. Employer or Union Complaint/Grievance

(i) If the Employer or the Union has a complaint, it shall be presented in writing to a person designated for that purpose by the Union or Employer.

(ii) If a satisfactory settlement is not reached within seven (7) days of the date the dispute is received in writing, the dispute may, within thirty (30) days of that date be referred to the Arbitrator in the manner provided in Article 18 of this Agreement. The periods of seven (7) days and thirty (30) days may be extended by mutual agreement of the Parties.

17.03

The time limits set forth in this Article may be extended by written mutual agreement between the Union and the Employer.

17.04

The Grievor may be present at any or all Steps of the Grievance Procedure, without loss of pay. Should the grievance proceed to arbitration, the Union will reimburse the Employer for the Grievor's wages for all regular hours of work missed to attend the Arbitration hearing. For clarity, no wages will be paid for any time spent by the grievor at arbitration outside his/her regular hours of work.

ARTICLE 18 – SINGLE ARBITRATOR

The Parties to this Agreement agree to use the service of a single Arbitrator as a means of settling grievances and disputes.

18.01

The Party desiring Arbitration under this Article will notify the other Party in writing, in accordance with the provisions of Article 17.

18.02

The Parties to the dispute will meet within seven (7) working days of the referral in Article

18.01 to decide upon an Arbitrator. Failing agreement, either Party may apply to the Minister of Labour for Canada to appoint an Arbitrator. Hearings shall commence within thirty (30) days of the appointment of the Arbitrator.

18.03

Upon appointment, the Arbitrator shall hear the Parties, settle the terms of question to be arbitrated and make his award within fifteen (15) days of the appointment or within such extended period as may be mutually agreed to by the Parties to the dispute. The Arbitrator shall deliver his award in writing to each of the Parties and this award shall be carried out forthwith. The Arbitrator shall not be vested with the power to change, modify or alter any of the terms of this Agreement. Each Party shall pay their own costs and expenses of the Arbitration and one-half (1/2) the remuneration and disbursements or expenses of the Arbitrator.

ARTICLE 19 – DURATION

19.01

- (a) This Agreement shall be in full force and effect on and after the 1st day of March 2011 to and including the 28th day of February 2015 and thereafter in accordance with this Article.
- (b) Either Party may, at any time within four (4) months immediately preceding the expiration date of this Agreement, serve written notice upon the other Party of its intention to re-open the Agreement for negotiation and revision or renewal. If written notice is given by a Party hereto, the other Party to the Agreement shall be required to commence collective bargaining with a view to the conclusion of a renewal or revision of the Collective Agreement, or a new Collective Agreement. The Parties shall exchange particulars of desired changes to the Agreement not later than the date of the first meeting of negotiations.
- (c) Where such written notice is given, the provisions of this Agreement shall continue in full force and effect until a new Agreement is signed and executed or the Union commences strike action or the Employer commences a lock-out, whichever occurs first.

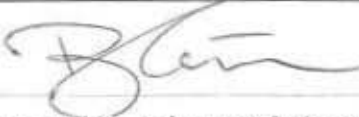

19.02

In the event that any provision of this Agreement shall at any time be materially altered or otherwise be declared invalid by any court or competent authority or through applicable legislation arising from the legislative branch of the government, the remaining provisions of the Agreement shall remain in full force and effect.

Signed at Vancouver, BC	this 22	day of July	, 2013
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SIGNED ON BEHALF OF THE EMPLOYER
Party of the First Part

SIGNED ON BEHALF OF THE UNION
Party of the Second Part

 <i>Fraser Blair, Labour Relations Specialist</i>	 <i>Jackie Brown, Union Representative</i>
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E&OE

AJ: USW 2009

APPENDIX "A"

Effective March 1, 2011

Monthly Wages March 1, 2011: 3%

<u>CLASSIFICATION</u>	<u>START</u>	<u>3 MONTHS</u>	<u>12 MONTHS</u>	<u>24 MONTHS</u>
<u>GRADE I</u> Jr. Clerk Typist	3115	3389	3664	N/A
<u>GRADE II</u> Clerk Typist Jr. Accounting Clerk	3233	3518	3803	N/A
<u>GRADE III</u> Payroll Clerk Accounting Clerk Billing Clerk	3420	3722	4024	N/A
<u>GRADE IV</u> Switchboard/Receptionist Billing Clerk/Steno Accounting Assistant/Project/Relief Sr. Accounting Clerk Keypunch Clerk Clerk Steno Payroll Clerk	3543	3855	4168	N/A
<u>GRADE V</u> Sr. Clerk Steno Sr. Payroll Clerk Personnel Assistant Sr. Purchasing Clerk Receiver/Storekeeper Computer Terminal Operator Payroll Analyst	3746	4076	4407	N/A
<u>GRADE VI</u> Shift Crew Dispatcher Sr. Payroll Analyst Sr. Terminal Operator Jr. Accountant Buyer/Expediter	3986	4337	4689	5041
<u>GRADE VII</u> Sr. Crew Dispatcher Buyer Expediter/Work Leader	4398	4786	5,174	5562
<u>GRADE VIII</u> Sr. Buyer	4693	5107	5521	5935

APPENDIX "A"
Effective March 1, 2012

Monthly Wages March 1, 2012: 0%

<u>CLASSIFICATION</u>	<u>START</u>	<u>3 MONTHS</u>	<u>12 MONTHS</u>	<u>24 MONTHS</u>
<u>GRADE I</u> Jr. Clerk Typist	3115	3389	3664	N/A
<u>GRADE II</u> Clerk Typist Jr. Accounting Clerk	3233	3518	3803	N/A
<u>GRADE III</u> Payroll Clerk Accounting Clerk Billing Clerk	3420	3722	4024	N/A
<u>GRADE IV</u> Switchboard/Receptionist Billing Clerk/Steno Accounting Assistant/Project/Relief Sr. Accounting Clerk Keypunch Clerk Clerk Steno Payroll Clerk	3543	3855	4168	N/A
<u>GRADE V</u> Sr. Clerk Steno Sr. Payroll Clerk Personnel Assistant Sr. Purchasing Clerk Receiver/Storekeeper Computer Terminal Operator Payroll Analyst	3746	4076	4407	N/A
<u>GRADE VI</u> Shift Crew Dispatcher Sr. Payroll Analyst Sr. Terminal Operator Jr. Accountant Buyer/Expediter	3986	4337	4689	5041
<u>GRADE VII</u> Sr. Crew Dispatcher Buyer Expediter/Work Leader	4398	4786	5174	5562
<u>GRADE VIII</u> Sr. Buyer	4693	5107	5521	5935

APPENDIX "A"
Effective March 1, 2013

Wages March 1, 2013: 2% or COLA, whichever is greater

<u>CLASSIFICATION</u>	<u>START</u>	<u>3 MONTHS</u>	<u>12 MONTHS</u>	<u>24 MONTHS</u>
GRADE I Jr. Clerk Typist	3177	3,457	3738	N/A
GRADE II Clerk Typist Jr. Accounting Clerk	3,298	3,589	3,880	N/A
GRADE III Payroll Clerk Accounting Clerk Billing Clerk	3,489	3,797	4,105	N/A
GRADE IV Switchboard/Receptionist Billing Clerk/Steno Accounting Assistant/Project/Relief Sr. Accounting Clerk Keypunch Clerk Clerk Steno Payroll Clerk	3,614	3,933	4,252	N/A
GRADE V Sr. Clerk Steno Sr. Payroll Clerk Personnel Assistant Sr. Purchasing Clerk Receiver/Storekeeper Computer Terminal Operator Payroll Analyst	3,821	4,158	4,496	N/A
GRADE VI Shift Crew Dispatcher Sr. Payroll Analyst Sr. Terminal Operator Jr. Accountant Buyer/Expediter	4,066	4,425	4,783	5,142
GRADE VII Sr. Crew Dispatcher Buyer Expediter/Work Leader	4,486	4,882	5,278	5,674
GRADE VIII Sr. Buyer	4,787	5,210	5,632	6,054

COLA is defined as the Statistics Canada figure for Vancouver for the previous year

APPENDIX "A"
Effective March 1, 2014

Monthly Wages March 1, 2014: 2% or the increase negotiated per Article 1.25, Rate of Pay, of the Collective Agreement between the Canadian Merchant Service Guild and Seaspac ULC, whichever is greater

<u>CLASSIFICATION</u>	<u>START</u>	<u>3 MONTHS</u>	<u>12 MONTHS</u>	<u>24 MONTHS</u>
<u>GRADE I</u> Jr. Clerk Typist	3241	3527	3813	N/A
<u>GRADE II</u> Clerk Typist Jr. Accounting Clerk	3364	3661	3958	N/A
<u>GRADE III</u> Payroll Clerk Accounting Clerk Billing Clerk	3560	3874	4188	N/A
<u>GRADE IV</u> Switchboard/Receptionist Billing Clerk/Steno Accounting Assistant/Project/Relief Sr. Accounting Clerk Keypunch Clerk Clerk Steno Payroll Clerk	3687	4012	4338	N/A
<u>GRADE V</u> Sr. Clerk Steno Sr. Payroll Clerk Personnel Assistant Sr. Purchasing Clerk Receiver/Storekeeper Computer Terminal Operator Payroll Analyst	3899	4242	4586	N/A
<u>GRADE VI</u> Shift Crew Dispatcher Sr. Payroll Analyst Sr. Terminal Operator Jr. Accountant Buyer/Expediter	4147	4513	4879	5245
<u>GRADE VII</u> Sr. Crew Dispatcher Buyer Expediter/Work Leader	4577	4980	5384	5788
<u>GRADE VIII</u> Sr. Buyer	4883	5314	5745	6176

APPENDIX "B"
TRANSITIONAL VACATION YEARS

For the first, second, seventh, fifteenth and twentieth year of service, if the actual service anniversary does not correspond with the Vacation Year, vacation entitlement in working days will be as follows:

Service Anniversary in following	First Year	Second Year	Seventh Year	Fifteenth Year	Twentieth Year
July	10 days	15 days	20 days	25 days	30 days
August	10 days	15 days	20 days	25 days	30 days
September	9 days	14 days	19 days	24 days	29 days
October	8 days	14 days	19 days	24 days	29 days
November	7 days	13 days	18 days	23 days	28 days
December	6 days	13 days	18 days	23 days	28 days
January	5 days	13 days	18 days	23 days	28 days
February	4 days	12 days	17 days	22 days	27 days
March	3 days	12 days	17 days	22 days	27 days
April	2 days	11 days	16 days	21 days	26 days
May	1 day	11 days	16 days	21 days	26 days

EXAMPLE OF VACATION ENTITLEMENT

Joan Doe commenced employment January 1, 1991. Her vacation entitlement would be as follows:

	<u>Vacation Earned</u>	<u>Vacation to commence during period</u>
Jan 1/91 to May 31/91	5 days	June 1/91 to March 31/92
Jun 1/91 to May 31/92	13 days	June 1/92 to March 31/93
Jun 1/92 to May 31/93	15 days	June 1/93 to March 31/94
Jun 1/93 to May 31/94	15 days	June 1/94 to March 31/95
Jun 1/96 to May 31/97	18 days	June 1/97 to March 31/98
Jun 1/97 to May 31/98	20 days	June 1/98 to March 31/99
Jun 1/04 to May 31/05	23 days	June 1/05 to March 31/06
Jun 1/05 to May 31/06	25 days	June 1/06 to March 31/07
Jun 1/09 to May 31/10	28 days	June 1/10 to March 31/11
Jun 1/10 to May 31/11	30 days	June 1/11 to March 31/12

LETTER OF UNDERSTANDING #1

Compensation in Lieu of Earned Days Off

It is understood that employees have the option of cashing in their earned days off specified in Article 6.02.

LETTER OF UNDERSTANDING #2

SHIFT CREW DISPATCHER & MARINE CREWING ASSISTANT TRIAL WORK SCHEDULE

During bargaining for the renewed Collective Agreement effective 01 March 2011 – 28 February 2015 the Parties agreed to implement a trial work schedule, in accordance with Article 6.01(b), for the above positions.



The Parties agree the trial period for this new schedule will be for a period of twelve (12) months commencing 01 June 2013.

No later than thirty (30) days prior to the expiry of the trial period, the Parties will meet to review the effectiveness of the new schedule. If concerns are raised by either Party, other scheduling options will be explored, during which time the Employees will continue working the hours of work of the trial work schedule. If no concerns are raised the Parties agree to extend the term of this Letter of Understanding to 28 February 2015.

Signed this 11 day of July 2013

SIGNED ON BEHALF OF THE EMPLOYER
Party of the First Part

SIGNED ON BEHALF OF THE UNION
Party of the Second Part

 Fraser Blair, Labour Relations Specialist	 For Jackie Brown, Union Representative
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