

COLLECTIVE AGREEMENT

between

SEASPAN ULC

and the

OIL BARGEMEN UNIT

of the I.L.W.U Local 400
(Marine Section)

October 1, 2015 to September 30, 2022

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ARTICLE 1 – PURPOSE

The general purpose of this Agreement is to secure for the Company, the Union and the employees, the full benefits of orderly and legal collective bargaining, and to ensure to the utmost extent possible, the safety and physical welfare of the employees, economy of operation, standard of service and protection on property. It is recognized by this Agreement to be the duty of the Company and the Union and the employees, to co-operate fully, individually and collectively, for the advancement of said conditions.

Wherever the masculine has been used in the agreement, it shall be construed as if the feminine has also been used.

ARTICLE 2 – UNION RECOGNITION

The Company signing this Agreement recognizes the Union as the duly certified sole collective bargaining agent for all Bargemen herein employed on all oil and chemical barges owned by the Company signing this Agreement.

Where a business, or a part thereof is sold, leased or transferred during the term of this Agreement, the Agreement shall bind the purchaser, lease or transferee to the same extent as if it had been signed by him.

Where a vessel covered by this Agreement is chartered to a wholly owned or controlled subsidiary company, this Agreement will continue to apply.

Where a vessel covered by this Agreement is owned by a wholly owned or controlled subsidiary company and is returned to the owner, the Agreement will continue to apply.

ARTICLE 3 – SUPPLYING OF MEN

The Company agrees that Oil Bargemen to be hired shall be requested through the dispatch office of the Union. Where forty-eight (48) hours' notice of personnel requirement is given by the Company, the Union shall make every reasonable effort to refer applicants to the Company in advance of the day they are required to commence work. In cases where the Company rejects individuals that it does not consider satisfactory, it shall notify the Union immediately of the rejection and the individual shall be provided with written reason for such rejection. Rejections shall not be arbitrary or without valid reason.

Should the union be unable to furnish employees that are capable, competent and satisfactory to the Company, with sufficient promptness to avoid delay in sailing at the appointed time, the Company may secure replacements from other sources on a temporary basis, subject to Article 4 and the Company shall make every reasonable effort to so notify the Union with twenty-four (24) hours. The Union reserves the right to replace "replacements" once the temporary requirement has been met.

ARTICLE 4 – UNION SECURITY AND CHECK-OFF

All Oil Bargemen presently employed or when hired, shall be required after sixty (60) days employment, as a condition of employment, either to join the Union and continue as members thereof during their

employment, or in the alternative, to tender to the Union one (1) month's dues and initiation fee and to pay subsequent monthly dues and assessments required of the Union members. Such monthly dues, assessments and initiation fees, in the amount as established by the Union shall be deducted by the Company and remitted to the Union for all employees covered by the Agreement by the fifteenth (15th) of the month following the month from which they are deducted.

ARTICLE 5 – GRIEVANCE/ARBITRATION PROCEDURE

For the purpose of the Article, the word “party” is defined as either Council of Marine Carriers or the Union.

Any Unlicensed crew member of the Union with a complaint or grievance shall discuss the complaint or grievance with the Master or the company where appropriate. If a settlement satisfactory to the crew member is not reached, then the following grievance procedure will be carried out:

- (a) A written statement of the grievance shall be presented to the Master of Company by the crew member concerned, accompanied if he so desires by a fellow employee who is a Union Committee member or may be presented by the Union.
- (b) If the Master or employer fails to adjust the grievance in a satisfactory manner, it shall be dealt with between the representatives of the Company and the Union.
- (c) A grievance is any difference concerning the interpretation, application or operation of this Agreement or any alleged violation thereof, including any question as to whether any matter is arbitral and shall be dealt with without stoppage of work.
- (d) The maximum time for raising a grievance shall be ninety (90) days from the time the incident occurs which gives rise to the grievance. In the event arbitration is desired, written notice must be given within the ninety (90) day period. Time limits under this clause may be extended by mutual agreement between the parties. Failing mutual agreement to extend the time limit, a grievance not raised and processed within the foretasted time period shall be deemed abandoned and all rights or recourse including arbitration in respect of this grievance shall be at an end.
- (e) If the grievance is not satisfactorily concluded under procedures (a) and (b), then it shall be dealt with by arbitration in accordance with the following procedure.
 - (i) The party desiring to arbitrate under this procedure shall notify the other party in writing of this intention and the particulars of the matter in dispute.
 - (ii) The party receiving such notice shall within five (5) days thereafter confirm such notification in writing.
 - (iii) The parties shall then confer and shall within five (5) days choose a single arbitrator to arbitrate the dispute and shall abide by the decision of such arbitrator. The arbitrator shall be chosen by mutual agreement of the parties. Failing mutual agreement, the Minister of Labour will be asked to select the arbitrator.
 - (iv) Once the arbitrator is chosen and if either party to the dispute desires, it, the following procedure shall take place within a further five (5) days.

The Company and the Union shall each select a person active in the towboat industry to sit with the arbitrator during this arbitration hearing. Such persons shall be available to the arbitrator jointly, but not individually at his discretion, to advise him on any matters which he, the arbitrator deems advisable. These persons, who shall be known as advisors shall take no part in the hearing other than to be available for technical advice during the hearing. Nor shall they take part in the making or publishing of the award of an arbitrator.

The arbitrator shall be entitled to accept or reject any advice he may have received from such persons, but he shall not in his award, make reference to such persons, or to any advice he may have received, or to his acceptance or rejection thereof.

- (v) The Board of Arbitration shall not have any power to alter any of the terms of this Agreement nor to substitute new provisions for existing provisions nor to give any decision inconsistent with the terms of this Agreement
 - (vi) The expenses of the Arbitration Board chairman shall be borne equally by the parties
- (f) Expedited Arbitration procedure
- (i) By mutual agreement, the parties may refer any grievance or group of grievances (related or unrelated) properly submitted in accordance with the provisions of article 5 to expedited arbitration.
 - (ii) Except as otherwise provided, the expedited arbitration hearings shall be held within thirty (30) days of the date of appointment of a single arbitrator whom the parties shall select from the following agreed upon arbitrators: Stan Lanyon, Mark Brown and John Steeves. This list will be jointly reviewed on an annual basis and changes may be mutually made on request to either party.
 - (iii) Where none of the above mentioned arbitrators are available within the required thirty days, the parties may agree upon an alternative arbitrator who is available or otherwise extend the time limits as necessary, subject to mutual agreement.
 - (iv) Grievances shall be presented during expedited arbitration by a designated representative of the Union and designated representative of the Company, who shall not be external representatives such as lawyers.
 - (v) The Union and Company shall equally share the cost of the fees and expenses of the arbitrator and hearing room as per Article 5 (e) (vi).
 - (vi) The parties shall endeavour to produce a Joint Statement of Facts related to the grievance to be provided to the Arbitrator at the beginning of the hearing. The Company and the Union will produce Ex Parte statements to be provided to the arbitrator immediately before the hearing in cases where certain facts related to the grievance remain in dispute.

ARTICLE 6 – DISCRIMINATION

- (a) The Company agrees not to discriminate against any person for legitimate Union activity and agrees to abide with the Canadian Human Rights Act.

- (b) In view of the requirements 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 all government guidelines and regulations in this respect.

ARTICLE 7 – STOPPAGE OF WORK

There shall be no strikes, lockouts or stoppage of work while the provision of this Agreement are in effect.

Failure of employees to cross through a legally established picket line shall not be considered a breach of this clause.

Bargemen shall not be required to load or discharge a barge which has been brought through a legally established picket line by other than union personnel.

ARTICLE 8 – WELFARE AND PENSION

- (a) The Company shall pay for each Bargemen in its employ, who is eligible for an participates in the Standard Welfare Plan, the cost **as per Letter of Understanding re Benefit Plan** of the Group Insurance, Weekly Indemnity, Long Term Disability, Dental and Extended Health Benefits portion of the Plan. **Contributions will commence upon completion of 90 days continuous employment with the Company.**
- (b) Life and Accidental Death and Dismemberment Insurance
\$120,000 effective May 1, 2002 (increasing to \$125,000 effective October 1, 2002).
- (c) Weekly Indemnity
The benefit shall be based on sixty-six and two-thirds (66 2/3) percent of the Bargeman's basic monthly rate
- (d) Medical Services Plan
The premium shall be fully paid by the Employer.
- (e) Dental Plan
The Dental Plan shall incorporate the following features
 - Basic (100% Coverage)
 - Restorative (50% employee co-insurance)
 - Orthodontia (50% employee co-insurance)
(To cover employee, spouse and dependent children with a \$2,500.00 lifetime maximum)
- (f) Long Term Disability
The benefit shall be based on sixty-six and two-thirds percent (66 2/3%) of the Bargemen's basic monthly rate.
- (g) Extended Health Benefits

The Plan shall provide coverage for hearing aids - \$500.00 maximum in a five year period. The Plan shall provide vision care for employees, their spouses and dependent children to a maximum payment of \$400.00 per person in any 24 consecutive month period, for changes incurred relative to the purchase of lenses and frames or contact lenses when prescribed by a person legally qualified to make such prescriptions. The cost of eye exams will be covered under the benefits plan effective October 1, 2006.

(h) Pension Plan

1. The Company contribution to the Pension Plan will be eight and one-half percent (8 ½ %) of the basic monthly salary earned plus the Company's contribution to the Canadian Pension Plan
2. The Company contribution shall commence upon a bargeman completing three (3) months continuous service with the Company and there shall be immediate full vesting.

- (i) The Employer will provide a monthly contribution of 1% of each retirement benefits. member's monthly rate of pay effective October 1, 2006 to subsidize post-retirement benefits

ARTICLE 9 – ANNUAL VACATIONS

- (a) Bargemen shall receive fourteen (14) consecutive days annual vacation and shall be paid annual vacation pay of four (4%) of gross wages earned during the year until eligible for the increased benefits.
- (b) Bargemen shall receive twenty-one (21) consecutive days annual vacation upon completion of two (2) years' service and be paid on the basis of six percent (6%) of gross wages earned during the second (2nd) year of service.
- (c) Bargemen shall receive twenty-eight (28) consecutive days annual vacation upon completion of seven (7) years' service with the Company. They shall be paid for such vacation on the basis of eight percent (8%) of gross wages earned during their seventh (7th) year of service.
- (d) Bargemen shall receive thirty-five (35) consecutive days annual vacation upon completion of fifteen (15) years of service with the Company. They shall be paid for such vacation on the basis of ten percent (10%) of gross wages earned during their fifteenth (15th) year of service.
- (e) Bargemen shall receive forty-two (42) consecutive days annual vacation upon completion of twenty-two (22) years of service with the Company. They shall be paid for such vacation on the basis of twelve percent (12%) of gross wages earned during their twenty-second (22nd) year of service.
- (f) In all cases under (a), (b), (c), (d) and (e) above, if the bargeman has worked less than a normal year and is not entitled to the full annual vacation days allowed, they shall be in accordance with his vacation pay earned.

- (g) Annual vacations shall be taken during the ten (10) months following the year in which service was rendered. All employees to provide the Company as much notice for vacation time as possible.
- (h) Vacation pay shall be accumulated throughout the year and shall be paid to the bargemen on the payday prior to his vacation.
- (i) A Bargeman shall be entitled to select a period desirable to him for vacation on the basis of seniority with the Company, subject to the Company having the right to approve the vacation schedule as a whole. Annual vacations may be taken in conjunction with regular time off whenever possible per Company scheduling requirements.
- (j) For the purpose of this Article, the term "gross wages" shall include all monies credited as a result of wages and the previous vacation pay.
- (k) Bargemen terminating their employment shall be paid all vacation pay due to them up to the date of leaving, calculated in accordance with Sections (a), (b), (c), (d), (e) and (j)
- (l) A Bargemen with 30 years of service with the Company shall receive an additional two percent (2%) of gross wages earned during his twenty-ninth (29th) and succeeding years of service.
- (m) Seniority for purpose of annual vacation entitlement shall be years of service with the company.

ARTICLE 10 – STATUTORY HOLIDAYS

- (a) A Bargeman will be given the following eleven (11) paid statutory holidays and any federally or provincially (BC) proclaimed statutory holidays:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
BC Day	Family Day
- (b) If Bargemen are called upon to work on any statutory holiday, they shall be paid at two (2) times their regular rate and granted a day off in lieu.
- (c) Employees will be granted the three (3) day period consisting of December 24, 25 and 26 as leave in their home port. Where due to cases of distress or extreme emergency, all or any part of this three (3) day period is not granted, then the three (3) day period of December 31, January 1 & 2 will be granted.
- (d) An employee who does not receive either three (3) day period referred to above, shall receive a three (3) consecutive day period leave immediately on return to his home port. All such three (3) day periods will be paid for at the statutory holiday rate.
- (e) Where a statutory holiday falls on a Friday, employees shall be paid on the prior Thursday.

ARTICLE 11- MEAL HOURS

When Bargemen are loading or discharging during a meal hour, they shall be reimbursed for reasonable meal costs. Meal costs in excess of twelve dollars and fifty cents (\$ 12.50) per meal shall require a supporting receipt.

Meal hours shall be: 0600 1200 1800 2400

This shall not apply when the bargeman is on board a vessel supplying accommodation and messing. Bargemen shall have the option of shutting down operations for meals when circumstances warrant however, they must advise their supervisor prior to doing so.

ARTICLE 12 – HOURS OF WORK

- (a) Work shall be defined as all duties related to the loading or discharging of oil and chemical barges and all time worked shall be calculated on a calendar day basis (0001-2400) and twelve (12) hours shall constitute one (1) days pay. A bargeman shall be paid a minimum of six (6) hours pay for any time worked in a calendar day. Any time worked in excess of six (6) hours in a calendar day shall be paid for in six (6) hour increments as follows:

More than 6 hours to 12 hours – 12 hours pay
More than 12 hours to 16 hours – 18 hours pay

Bargemen shall not work more than sixteen (16) consecutive hours

- (b) When work is to exceed twelve (12) hours, sufficient bargemen shall be employed so that total time worked by one man shall not exceed twelve (12) hours. This shall be known as the “two-man rule”. If for reasons beyond the control of the Company, the “two man rule” cannot be followed, a bargeman on completing twelve (12) hours work, shall be entitled to a **twelve (12) hour** rest period before returning to work. Where barges load or discharge at more than one oil station, ship or shore terminal, bargemen shall be paid in accordance with (a) of this section, except that time shall be counted from commencement of the first loading until completion of the second loading, or from the commencement of the first discharge until the completion of the second discharge. Where the elapsed time between completion of loading and commencement of discharging a barge is less than six (6) hours, time worked shall be counted from the commencement of loading until the completion of discharging and paid for as per (a) of the Section.
- (c) If Bargemen load and sail the same day, they shall be paid for time worked in accordance with (a) of this Section and in addition shall be paid twelve (12) hours pay if they sail before noon (1200 hours) or six (6) hours pay if they sail after noon (1200 hours).
- (d) In the case of barges to outports, bargemen shall be paid six (6) hours pay for each one half calendar day or part thereof, or twelve (12) hours pay for one calendar day in which the barge in unloading, loading or in transit. Where time worked discharging a barge exceeds twelve (12) hours, bargemen shall have the option of shutting down for an eight (8) hour rest period before resuming work.

On completion of a day's work, (i.e.) work in excess of six (6) hours, bargemen shall be entitled to receive an eight (8) hour rest period before boarding the assigned vessel. If bargemen work a barge in excess of twelve (12) hours in a calendar day, they shall be paid in accordance with (a) of this section.

- (e) When a barge returns to harbour and commences loading, bargemen shall be paid for time working in accordance with (a) of this Section and in addition paid six (6) hours or twelve (12) hours for time spent at sea in that calendar day.
- (f) Work shall be distributed as equally as possible among the bargemen as far as is consistent with efficient performance. While every effort is made to avoid the working of excess hours in a month, it is understood that the daily wage rate has been set to include any premium or penalty for what may be considered overtime hours. Should the implementation of legislation make the application of such a daily rate with these conditions inoperable, rates of pay shall be subject to re-negotiation with the goal of achieving a similar level of take-home pay for similar hours of work.
- (g) Scheduled time off as per Appendix "A" attached to and forming part of this Agreement shall be regularly updated and provided to bargemen.
- (h) Bargemen shall not be required to gauge customer's tanks unless accompanied by a customer's representative or a crew member.
- (i) Bargemen shall be considered to have commenced work upon arrival on the job at the time ordered by the Company. Bargemen will memo every instance of changed or cancelled loading or discharge times.
- (j) The Company will try to confirm work to the Barge Operators at the earliest possible time. In normal circumstances, Barge Operators shall be notified of their orders at least thirty-six (36) hours prior to the beginning of the work ("the notice period"). Orders will be sent by the Company via the Company issued email within the Notice Period (the "Order Email"). Barge Operators shall acknowledge receipt of their orders by responding to the Order Email by 10:00 hours at the latest, on the day following the date on which the Order Email was sent. In the event work arises within the thirty-six (36) hour notice period or, in the absence of acknowledgement from the Barge Operators, the Company shall issue orders by phone no later than eight (8) hours before a twelve (12) hour loading and four (4) hours before a six (6) hour loading.**
- (k) When a bargeman loads or discharges consecutive barges, he shall be paid for time worked on each barge in accordance with (a) of this Section.
- (l) Bargemen called to work at 2400 hours may request the Company, at time of call, to supply a relief at 0600 hours (i.e. dispatch at 0530 hours), if the job will last eight (8) hours or longer, and the Company will make every reasonable effort to obtain said relief. The company will give twenty-four (24) hours notice of a call to work from 00:00 to 06:00.**
- (m) Any crew member absent from the barge without permission from the office or management shall be subject to discipline except in extenuating circumstances.

ARTICLE 13 – MILEAGE

The rate of forty-five cents (45 cents) per mile shall for paid for each mile driven by employees in their own vehicles on Company business. Any mileage increases given to Company administrative personnel shall also be given to bargemen effective the same date. Such mileage shall be measured between the office of the Company and location of work. The Company will reimburse employees for the difference in cost or upgrading standard ICBC automobile insurance for the 'to and from 'work' category to the 'business use' category.

ARTICLE 14 – CREW EQUIPMENT

- (a) The Company agrees to supply insulated gloves and coveralls at no cost to bargemen. Two (2) pairs of coveralls will be provided at time of hire and thereafter replaced on an exchange basis.
- (b) The Company shall supply suitable electronic calculators for barges where such are required.
- (c) The Company shall provide each bargeman with approved safety boots upon request, at no cost to the bargeman.
- (d) The Company shall provide bargemen with workable ship-to-shore communication (walkie-talkie) where such is required
- (e) Only those Company vessels with accommodations agreed to between the Company and Union as being suitable for bargemen shall be utilized.
- (f) The Union undertakes to advise the Company of any unsuitable conditions which are within the power of the towing company to alter, such as food supplies, cleanliness on tug, or seaworthy conditions of tug. The Company will upon receipt of notice in writing of such unsuitable accommodations, take steps to endeavour to correct them.
- (g) The Company shall provide free of charge to bargemen who have completed (1) year of service with the Company, either a standard floater coat or a U-Vic jacket (employees option). The coat may be replaced on an exchange basis once every three (3) years. Coats which are damaged and unsuitable for work may be replaced more often on an exchange basis.

ARTICLE 15 – SAFETY & EQUIPMENT

- (a) The Company shall 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. Nitrile gloves shall be supplied on all barges.
- (b) A stand-by man shall be provided from the plant or tug when the bargeman is unable to oversee the off-loading operation.
- (c) Arrangement shall me made by the Company for bargemen to attend suitable fire fighting and safety courses pertaining to the handling of gas, oil, caustic and sodium chlorate. This shall

include all M.E.D (Marine Emergency Duties) programs offered and the Company shall provide wage assistance to bargemen attending such courses consistent with industry practice.

- (d) The Company shall supply one (1) set of suitable rain gear for each bargeman once each year when required.
- (e) Style 175 Mustang Survival Suits shall be provided to bargemen when employed on barges off-loading at ports north of Queen Charlotte Sound.
- (f) Bargemen to exercise discretion as need be for safety re: flow rate when loading multi-product barges. There shall be no discrimination or discipline to bargemen exercising said discretion.
- (g) Company to follow any mandatory government regulation re: additional manpower requirements, if and when such regulations become effective.

ARTICLE 16 – OTHER DUTIES

- (a) When bargemen are required to work barges, other than oil barges, the same rate of pay and provisions as set forth in this Agreement shall apply.
- (b) When bargemen are required to load or unload packages and barrels aboard barges, including working winches, additional manpower shall be provided if requested.
- (c) Bargemen shall not be required to tie-up or let-go barges.
- (d) Maintenance and repair of barge equipment will customarily be carried out by shore staff. Bargemen shall perform such work in emergency situations where shore staff are not readily available.

ARTICLE 17 – SENIORITY

- (a) It is agreed that in lay-offs, re-hires and placements within the bargaining unit, where skill and efficiency are relatively equal, preference shall be given to the employees with the greatest length of service with the Company
- (b) A bargemen who has been laid off will retain his seniority and the right to be recalled for a period of up to eighteen (18) months for the date of lay off, provided he reports to the Company when recalled and further provided, that should payment of severance pay under Article 19 of the Canada Labour Code be made after the expiration of the twelfth (12th) month of lay off, all rights including seniority and recall shall be at an end.

A bargeman who is given reasonable notice and fails to report to work upon recall is subject to discharge from service.

- (c) When lay-offs occur, senior bargemen shall be given the opportunity to be trained on barges on which they have not had previous experience.

- (d) When a laid off employee has worked sixty (60) hours or more in a pay period, he shall be deemed to have re-established his seniority with the Company.
- (e) The Company will post a current record of employee service on their bulletin boards every six (6) months. Employee's earned days shall be posted in the Oil Division office monthly.

ARTICLE 18 – UNION HIRING HALL FUND

Union hiring hall fees will increase to \$1.00 upon ratification and will increase with percentage wage increases.

ARTICLE 19 – TRAVEL INSURANCE

When a bargeman is dispatched to a loading or discharging point, or dispatched from a vessel away from his home port, the Company shall provide travel insurance in the amount of two hundred thousand dollars (\$200,000.00). Such insurance shall not apply when a bargeman in transit to or from a loading or discharging point aboard a tug owned or operated by the Company.

ARTICLE 20 – SEVERANCE PAY

- (a) Employees covered by the Agreement with more than one (1) years service and for whom no job is available due to automation, mechanization, or permanent reduction in the number of barges in service or number of employees will be entitled to severance pay. Severance pay will be paid in the following manner: (under the Canada Labour Code or this Article, whichever is greater), One (1) weeks pay per year of total uninterrupted service with the Company as a bargeman. One (1) weeks pay shall be calculated as follows:

$$\frac{\text{Daily rate of pay} \times 13.5 \times 12}{52}$$

It is understood that an employee is not entitled to any severance pay until twelve (12) months of lay off has occurred except that an employee on indefinite layoff, who has been employed for less than two months in a period of a year, shall have the option of collecting severance pay. Employees who receive severance pay will forfeit their recall rights with that employer.

- (b) Service with Company shall mean the amount of time accumulated since the last date of hiring as a bargeman. Service shall not be considered as interrupted by approved leaves of absences or temporary layoff. Such periods however, shall not be counted as service for the purposes of this Article.
- (c) Severance pay shall not be paid to any employee who voluntarily terminates his employment or is discharged for just cause.
- (d) An employee who is terminated, receives severance pay and is subsequently re-employed by the Company, shall be considered a new employee.

ARTICLE 21 – POLLUTION PROTECTION

All bargemen shall be covered under a pollution protection insurance of not less than ten million dollars (\$10,000,000.00).

ARTICLE 22 – LEAVES OF ABSENCE

- (a) Bargemen required to be available for Jury Duty, Coroners Jury Duty, Coroners Witness or on standby, shall have their basic wages and benefits continued, provided such court action is not occasioned by the bargeman's private affairs. Any payment received by bargemen for such duty shall be paid over to the Company.
- (b) The Company will grant leave of absence to employees who are appointed or elected to an ILWU office and their seniority shall accrue as if at work.
- (c) The Company will grant leave of absence to bargemen who go ashore to work for the Company and remain members in good standing with the Union for a period up to an including three (3) years and then his seniority shall remain dormant until his return. Further leave of absence will be granted if requested.
- (d) A bargeman shall be entitled to compassionate leave of up to three (3) days to attend to urgent domestic affairs. Leave of more than three (3) days may be taken, subject to Company approval, if the circumstances warrant.
- (e) Bereavement Leave –
 - (i) In the case of death in the immediate family of an employee employed for a minimum of one (1) full pay period, leave of absence with pay shall be granted for up to a period of three (3) consecutive working days for the purpose of attending or arranging a funeral. Immediate family shall mean none other than spouse, parents, stepfather, stepmother, sister, brother, children, mother-in-law, father-in-law, grandparents and grandchildren.
 - (ii) The length of time granted with pay will be decided by the Company on the basis of the time required to travel to the funeral and return or the time required to make funeral arrangements.
 - (iii) Additional leave without pay may be granted at the discretion of the Company.
- (f) The Company will grant leave of absence to employees who are elected representatives to attend Union meetings, Union conventions, conventions of labour organizations to which the Union nominates the employee as a delegate on its behalf or act as members of any Union negotiating committee provided the Company is given due notice in writing by the Union in order to be able to replace the employee during his absence with a competent substitute.
- (g) The Company will grant leave of absence to employees suffering injury or illness, subject to a medical certificate if required by the employer.

- (h) The Company will grant leave of absence to an employee who takes education leave pursuant to the terms of Article 15 (c).
- (i) An employee desiring leave of absence for reasons other than those set out above must provide sufficient reasons for the request acceptable to both company and the Union and must obtain authorization in writing from the Company and the Union.
- (j) An extended leave of absence may be granted regarding illness in the immediate family.
- (k) Leave of absence for child care responsibility shall be provided for in the Canada Labour Code.
- (l) Educational leave as negotiated through the Education Committee.
- (m) The Company and or the Union reserve the right to revoke a leave of absence if it is discovered that the leave of absence is for reasons other than first indicated.

ARTICLE 23 – EDUCATION AND TRAINING

- (a) The following concepts shall govern the payment of courses:
 - (i) On Company required education and training programs, the employer will bear all costs of tuition, including wages.
 - (ii) On voluntary upgrading courses with controlled attendance, the employer will bear the costs of tuition, books and fees, and the employee will contribute his time, consistent with past practice.
 - (iii) On required upgrading arising out of government regulations, the employer will assist the employee along the lines outlined in (ii) above.
- (b) The employer will provide wage assistance to eligible employees who take courses leading to certificates for which the employer deems he has use and which require lengthy absence from work. Wage assistance shall be fifty percent (50%) of the employee's basic rate commencing with the eighth (8th) week of the course through its completion including up to an additional two (2) weeks for the taking of exams.
- (c) The employer will continue to pay its share of welfare plan premium costs and will pay for Statutory Holidays during the period an employee is on educational leave.

ARTICLE 24 – MEDICAL EXAMINATIONS

- a) The Union agrees that the Company has the right to have all personnel examined for fitness, and any personnel found medically unfit for service at sea shall not be employed, or if employed, may be dismissed. All such medicals shall be at the Company's expense, and the employee shall be compensated with one-half (1/2) of a calendar day's pay for each such examination except for pre-employment medicals.

- b) Where the Company refuses to employ any man for medical reasons, the question of that man's fitness for full sea duties in the category in which he is to be employed may be referred to a competent medical authority for determination acceptable to both the Company and the Union.
- c) For employees with seniority, the company will pay up to one hundred and fifty dollars (\$150.00) of the doctor's charge for a DOT required medical exam where Medicare or the Benefit Plan does not cover this.

ARTICLE 25 – LIABILITY INSURANCE

The Company shall cover all bargemen to the full extent of their Liability Insurance. The intent is to prevent separate actions against bargemen by allowing the policies to represent a single and unified defense against third party claims.

ARTICLE 26 – RATES OF PAY

- (a) The daily rate of pay for bargemen shall be as follows:
 - Effective October 1, 2015 – 2 % increase**
 - Effective October 1, 2016 – 2 % increase**
 - Effective October 1, 2017 – 2 % increase**
 - Effective October 1, 2018 – 2 % increase and 0.4% wage increase will go to retiree plan from October 1, 2018 and at that time, the wage increase will be reduced to 1.6%.**
 - Effective October 1, 2019 – 2 % increase**
 - Effective October 1, 2020 – 2% or COLA* whichever is greater**
 - Effective October 1, 2021 – 2% or COLA* whichever is greater**

***In the event the average annual items Vancouver CPI exceeds 2.2% in the year prior to the contractual increase, the wages will be increased by the amount above 2.2% to a maximum of 3%.**

- (b) For each month employed, a bargeman shall receive thirteen and one half (13 ½) days pay for which thirteen and one half (13 ½) days pay shall be earned. Due to the nature of the industry, bargemen may be required to earn more than thirteen and one half (13 ½) days in a month, and such additional days shall be credited to the bargeman and used to make up the difference in those months in which less than thirteen and one half (13 ½) days are earned.

Once every three (3) months, any days to the credit of the bargeman in excess of forty and one half (40 ½) may, at the employees option, be paid at one and one half (1 ½) times the applicable daily rate, converted to time off or used against future shortfall. If any bargeman at the end of the three (3) month period has earned less than forty and one half (40 ½) days, the shortage shall be carried forward into the next three (3) month period and the bargemen shall be required to earn sufficient days in this period to cancel out such shortage. Vacation pay shall not be used to offset red-days while a bargeman is employed, except by mutual agreement with the bargeman who shall be obliged to advise the union.

- (c) A trainee or probationary rate for newly hired bargemen of eighty percent (80 %) of the regular daily rate shall apply until such new hired bargemen are qualified and competent to load and

discharge at least two (2) of the Company oil barges. Any further training required on other Company oil barges by such bargemen or already qualified bargemen shall be at the rates set forth in Article 23(a) of this Agreement.

(d) Bargemen shall be trained for the different barges upon their request.

ARTICLE 27 – DURATION OF AGREEMENT

This agreement shall remain in effect until September 30, 2022 and thereafter from year to year, subject to four (4) months notice in writing of desire to revise, amend or terminate same, such notice may be given at any time after May 31, 2022. Those matters to be effective other than the effective date have their effective dates stipulated herein.

SIGNED ON BEHALF OF:

ILWU – LOCAL 400 (Marine Section)

Terry Engler, President

Jason Woods, Secretary Treasurer

SIGNED ON BEHALF OF:

SEASPAN ULC

Bart Reynolds, President, Seaspan Marine

Chris Reid, Human Resources

**Dianne Richards
Director, Employee Relation & Wellness**

Dated this 26th day of June 2018

APPENDIX 'A'

1. No bargemen will be required to earn more than thirteen and one half (13 1/2) days pay per month, averaged over (3) months.
2. Bargeman shall not be required to work on their scheduled week off. A bargeman who chooses to work, if required, shall be paid at time and one half (1 ½) the applicable daily rate.
3. The Parties agree that the practice is that a Bargeman on his "time-off" would not be asked to work in preference to a Bargeman on his "time-on".
4. Keeping in mind the requirement for communications re: pending jobs, the Company and employees will jointly ensure a Bargeman's rest period is uninterrupted.
5. Bargemen to receive half-days pay (6 hours) when attending the Company's semi-annual Bargemen meetings.

APPENDIX 'B'

The Asbestos Control Program as recommended by the Joint Industry Safety Committee and adopted by industry employers and unions in 1988 shall apply to all barges covered by this agreement.

APPENDIX 'C'

The Company agrees that prior to introduction into service of any new or modified Chemical Barge, it will meet with the Union to discuss and jurisdictional concerns the Union may have. Both Parties acknowledge that the Union has legal remedies to have any unresolved concerns adjudicated.

APPENDIX 'D'

Retiree Benefit Coverage – October 1, 2006

The Company will provide a monthly contribution of 1% of each members monthly rate of pay effective October 1, 2006 to subsidize post-retirement benefits.

LETTER OF UNDERSTANDING re: SOTO TICKET UPGRADE

- (a) Bargemen are responsible for maintaining required SOTO Ticket as a condition of employment, including scheduling themselves into any necessary schooling.
- (b) The Company will cover cost of tuition, books and fees.
- (c) Due to the uniqueness of the "work/time off" arrangements for Bargemen, the Company, will, once every five year period, pay 50% of the actual wage cost involved while the Bargeman is at PMTI taking the 30-hour SOTO upgrade (Part C – Advanced) course.

- (d) Payments under clauses (b) and (c) above are subject to satisfactory completion of the course and clause (c) only applies to an employee who has at least one year's service with the Company as a Bargeman.

LETTER OF UNDERSTANDING re: Obtaining and Retaining Work

To enable the Company to obtain more work and/or retain work, the Parties may by mutual agreement, determine on a commercial contract-by-contract basis, to amend the terms of the Collective Agreement.

LETTER OF UNDERSTANDING re: Benefit Plan

The Company shall pay for each Barge Operator in its employ who is eligible for and participates in the BC Marine Industry Health Benefit plan ("the industry plan") a monthly contribution for each eligible employee in lieu of providing a benefit plan the amount of the actual monthly premium cost per employee for the Industry plan and \$1000 per employee per month, the Company and the employee shall contribute equally (50% each) for any amount exceeding \$1000 per employee per month.

LETTER OF UNDERSTANDING re: Bargemen Travelling to Outports when not on a tug

1. Outports: Vancouver Island, Sunshine Coast, USA Ports
 - a) When travelling to a job on the same day as the dispatched time, the time submitted for the job will start at Seaspan until the bargemen arrives back at Seaspan.
 - b) When travelling to a job on the day previous to the dispatched day/time, the time to travel on the previous day will be submitted at a half days pay (6 hours). If required to spend the night in a hotel prior to the job the bargeman will receive six (6) hours of straight time pay. This compensation will be paid out quarterly or can be used to off-set a shortfall of days in the quarter. The time submitted for the job (work) will start upon arrival at the terminal. (Arrival at the terminal is defined as the appropriate time for bargemen to access the terminal and meet the barge at the dock as dispatched) and will be paid in six (6) hour increments until the time associated with the loading or discharge is complete.
 - c) In conjunction with 1 (b) when travelling back to Seaspan from an outport (work completed) the time submitted at a half day's pay will be paid in six (6) hour increments until the bargemen arrives back at Seaspan.
 - d) In the case of unforeseen delays in the loading or discharge (eg. Mechanical breakdown) the Company will endeavor to relieve the bargeman to avoid fatigue and/or delays in returning to Seaspan, however if the delays result in the bargeman being too fatigued to travel and/or misses a ferry, and is required to spend a night in a hotel this time will be paid in six (6) hour increments (ie. continuous) until the bargeman completes his hours of rest and arrives back at Seaspan.

WAGE RATES

Seaspan Oil Bargemen	Retiree ben 1.54% Wage 1.6%							
	Retiree ben 1%	Retiree ben 1%	Retiree ben 1%	Retiree ben 1.54% Wage 1.6%	Retiree ben 1.54% Wage 2%	Retiree ben 1.54% Wage 2%	Retiree ben 1.54% Wage 2%	
	1-Oct-14	1-Oct-15	1-Oct-16	1-Oct-17	1-Oct-18	1-Oct-19	1-Oct-20	1-Oct-21
Daily	496.04	\$505.96	\$516.08	\$526.40	\$534.82	\$545.52	\$556.43	\$567.56
Monthly	6,696.60	\$6,830.46	\$6,967.08	\$7,106.40	\$7,220.07	\$7,364.52	\$7,511.81	\$7,662.06
Hourly	41.34	\$42.16	\$43.01	\$43.87	\$44.57	\$45.46	\$46.37	\$47.30
Daily 80%	396.84	\$404.77	\$412.86	\$421.12	\$427.86	\$436.42	\$445.14	\$454.05
Monthly	5,357.28	\$5,464.37	\$5,573.66	\$5,685.12	\$5,776.06	\$5,891.62	\$6,009.44	\$6,129.65
Hourly	33.07	\$33.73	\$34.41	\$35.09	\$35.65	\$36.37	\$37.10	\$37.84
Daily 60%	297.62	\$303.58	\$309.65	\$315.84	\$320.89	\$327.31	\$333.86	\$340.54
Monthly	4,017.92	\$4,098.28	\$4,180.25	\$4,263.84	\$4,332.04	\$4,418.71	\$4,507.08	\$4,597.24
Hourly	24.80	\$25.30	\$25.80	\$26.32	\$26.74	\$27.28	\$27.82	\$28.38
Pension	569.21	580.59	592.20	604.04	613.71	625.98	638.50	651.28