

**Collective Agreement**

**between**

**Seaspan Ferries Corporation**

**and**

**Seafarers' International Union of Canada**

Effective: October 1, 2020 to September 30, 2024

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# **Collective Agreement**

between

## **Seaspan Ferries Corporation**

(hereinafter call the "Company")

and

## **Seafarers' International Union of Canada**

(hereinafter called the "Union")

### **ARTICLE 1**

#### **1.1 Union Recognition and Employment**

- 1.1 a) The Company recognizes the Union as the duly certified sole collective bargaining agent for all unlicensed personnel specified herein employed in the Deck, Engineerroom, Steward and Galley Departments of all vessels (tugs or ships) owned and/or operated, and/or bareboat chartered by it in its Seaspan Ferries Corporation service, except that it is understood and agreed that this Agreement does not affect nor cover licensed personnel.

Any vessel(s) (tugs, barges or ships) new or used, owned and/or operated by the Company which are brought into the Companies service shall be covered by the terms and conditions of this collective agreement and any previous agreement that may be attached to the vessel shall be void except for when the vessel(s) are contracted to the Company.

- 1.1 b) The Company agrees that during the period this Agreement is in effect, all Unlicensed Personnel to be hired shall be requested through the Dispatch Office of the Union. Where forty-eight (48) hours notice of personnel requirements is given by the Company, the Union will 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 reason(s) for such rejection, and the Union shall furnish replacements with sufficient promptness to avoid delay in sailing at the appointed time. Rejection 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, and the Company shall make every reasonable effort to so notify the Union within twenty-four (24) hours. The Union reserves the right to replace 'replacements' once the temporary requirement has been met.

- 1.1 c) If the Union fails, or is unable to fill a request for unlicensed personnel, the Company or its representative shall be free to engage such unlicensed personnel.
- 1.1 d) The Union agrees to co-operate fully with the Company in supplying well-qualified, reliable personnel to fill vacancies as they occur.

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- 1.1 e) The Union agrees that the Company has the right to have all personnel medically examined for fitness. Such examinations shall be at the expense of the Company.
- 1.1 f) i) All vessels shall sail with a full complement of Unlicensed Personnel as documented by that vessel's Transport Canada Minimum Safe Manning Document.
- ii) No vessel shall sail without a full complement of Unlicensed Personnel unless an exemption has been provided by Transport Canada and confirmed by the Company. Where practicable, this confirmation will be provided in writing to the Union.

**1.2 Union Security**

- 1.2 a) Any unlicensed personnel, who are not members of the Union, will be required, as a condition of employment, either to join the Union and to continue as members thereof during their employment, or, in the alternative, to tender to the Union one (1) month's dues as well as the initiation fees as presently established and to pay subsequent monthly dues as required of Union members (and failure to pay arrears of monthly dues after thirty (30) days shall be a bar to further employment until such arrears are paid).

**1.3 Deduction of Dues and Initiation Fees**

- 1.3 a) The Company agrees that dues and initiation fees shall be deducted by the Company from the wages of the employees covered by this Agreement. The Company agrees to remit these dues and initiation fees to the Union. The Union will present proper authorization forms to the Company signed by the crew member authorizing such deductions.

The Company undertakes to remit said monies in not longer than forty (40) days following the pay period in question, and that said monies will not be withheld unreasonably.

**1.4 Ship's Delegate**

- 1.4 a) The ship's delegate shall be a member of the crew selected by a majority vote of the unlicensed personnel of the vessel covered by this Agreement. The Company shall be advised, in writing, of the name of the ship's delegate and alternate.
- 1.4 b) The ship's delegate shall have the right to conduct the legitimate business of the Union such as conferring with Union members, distribution of literature and attending Union meetings, provided that, in no case, he/she interferes or threatens to interfere with the conduct of the ship, the authority of the officers or the discipline of the crew.
- 1.4 c) Any unlicensed personnel required to attend at a hearing or Investigation being conducted by the Company may, upon request, be accompanied by the ship's delegate or other authorized Union representative.

**1.5 Authority of Master/Compliance of Crew**

- 1.5 a) Nothing in this Agreement is intended and shall not be construed to limit in any way the authority of the ship's Master or other Officers nor lessen the need for any member of the crew to comply with the orders of the Master or the Master's designate.

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## 1.6 Grievance Procedure

- 1.6 a) For the purpose of this Article, the word "party" is defined as either the Company or the Union.

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

- i) A written statement of the complaint or grievance shall be presented to the Master or 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.
  - ii) If the Master or employer fails to adjust the complaint or grievance in a satisfactory manner, it shall be dealt with between the representatives of the Company and the Union.
- 1.6 b) The maximum time for raising a grievance shall be thirty (30) days from the time the incident occurs which gives rise to the grievance. Where the employee has been suspended or terminated the maximum time for raising a grievance shall be fifteen (15) days. These time limits may be extended by mutual agreement between the parties. Failing mutual agreement to extend the time limits, a grievance not raised and processed within the above stated periods shall be deemed abandoned and all rights of recourse including arbitration in respect of this grievance shall be at an end.
- 1.6 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 arbitrable and shall be dealt with or without stoppage of work.
- 1.6 d) 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 within ten (10) days of the applicable thirty (30) day or fifteen (15) day period 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:
    - a) The Company and the Union shall each select a person active in the marine 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.
    - b) The arbitrator shall be entitled to accept or reject any advice he may have

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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.

vii) **Expedited Arbitration Process**

- a) By mutual agreement, the parties may refer any grievance or group of grievances (related or unrelated) properly submitted in accordance with the provisions of 1.6 to expedited arbitration.
- b) 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 jointly select from the following agreed upon arbitrators: Nicolas Glass, Mark Brown and Joan McEwan. This list will be jointly reviewed on an annual basis and changes may be mutually made at any time on request of either party.
- c) Where none of the above mentioned arbitrators are available within the required thirty days (30) calendar days, the parties may agree upon an alternative arbitrator who is available or otherwise extend the time limits as necessary, subject to mutual agreement.
- d) Grievances shall be presented during expedited arbitration by a designated representative of the union and a designated representative of the Company, who shall not be external representatives such as lawyers.
- e) The Union and the Company shall equally share the cost of the fees and expenses of the arbitrator and hearing room as per Article 1.6 d) (vi).
- f) The parties shall endeavor 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.

**1.7 Access to Terminals and Vessels**

- 1.7 a) The Union representatives(s) shall be allowed on board the vessel to confer with his/her (their) members at all times which, in the opinion of the Company's management will not interfere with either the operation of the vessel or the duties of its crew. It is agreed that the Company will not be liable for any damage or injury to Union property or representatives while on Company property. All such visits shall be in strict accordance with Company policies.

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**1.8 Discrimination**

- 1.8 a) The Company agrees not to discriminate against any unlicensed personnel employed by said Company for legitimate Union activity, or because of race, color, creed or ethnic origin.
- b) 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 all government guidelines and regulations in this respect.

**1.9 Stoppage of Work**

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

**1.10 Seniority and Promotions**

- 1.10 a) Newly-hired employees will be considered to be probationary employees until they have completed six (6) months' continuous compensated service. During this probationary period, the employee's work performance and conduct will be monitored and, if, during the probationary period, work performance and/or conduct is judged to be inadequate, his or her services may be terminated.
- 1.10 b) After an employee attains six (6) months' continuous compensated service, his/her seniority shall be established from the date of his/her entry into the service.
- 1.10 c) Seniority lists shall be revised and posted in January of each year and shall be open for correction for a period of ninety (90) days on presentation in writing, by an applicable member or authorized representative of either the Deck, Engineeroom, Stewards or Galley Departments. Unless by mutual agreement between the authorized representative of the employees and the Officers of the Company, seniority shall not be changed after becoming established by it being posted for ninety (90) days without protest.

The Company shall provide the Union updated contact information for employees represented by this bargaining agent (name, phone number and email) in January of each year.

- 1.10 d) If an employee leaves the service for any cause, he loses all seniority. Should an employee be laid off for any reason, he shall retain his seniority if re-employed within eighteen (18) months from date of lay off. If not re-employed within eighteen (18) months he shall, upon his return, be regarded as a new employee unless otherwise mutually agreed.

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1.10 e) Where the Company promotes an unlicensed employee to Officer status onboard its vessels, the following shall apply:

- i) When the Company is making initial temporary promotions, candidates possessing the necessary certification and successfully passing the usual pre-promotion assessment, will receive fair and equitable consideration from the Company for such promotion.

It is intended that any problems over the interpretation of this section (i) will be resolved by discussion between the affected parties concerned, not by recourse to the grievance procedure.

- ii) An employee who has prior acceptable Company service as an Officer (with no break in Company service) will be promoted first.
- iii) Employees seeking promotions to Officer status must be members of the Union in good standing and shall only retain their seniority rights with the Unlicensed Union provided they remain as members in good standing including payment of dues in the manner required by the Union.
- iv) Employees who are temporarily promoted for the purpose of training and/or relieving permanent Officers, shall continue to accrue unlicensed seniority provided they do not work in an Officer category for more than a total of ninety (90) days (excluding lay days) in any calendar year. This period may be extended in order to allow for the completion of a trip, provided the Company notifies the Union in advance. During these ninety (90) day periods the employee is required to pay dues to the Union.
- v) Upon promotion to a full-time Officer's position with the Company, an unlicensed employee will have his/her unlicensed seniority frozen so as to enable later possible returns to an unlicensed position pursuant to a lay-off due to lack of work. Such recall right shall continue for a period of (5) five years from the date of his initial full-time position. Following this he shall have no further claim to unlicensed seniority. Any employee exercising this option may only work in a relief position until such time as vacancies arise which cannot be filled from within the Company.

1.10 f) It is recognized that subject to the following conditions, the unlicensed employees will be permitted to use seniority as the primary factor for consideration when applying for a vacancy or when requesting a transfer to another Company vessel

- i) The above will not preclude the Company's ability to schedule employees to work on other Company vessels to meet the operational requirements.
- ii) The above will not preclude the Company's ability to ensure that an unlicensed employee's layday account is of a sufficient balance as in order to provide a regular amount of pay at the monthly scheduled pay periods.

It is mutually agreed by the parties that the grievance and arbitration procedure will not be invoked; rather, any situations that arise will be resolved through discussion amongst the affected parties.

## 1.11 Emergency Duties

1.11 a) Any work necessary for the safety of the vessel, passengers, crew or cargo, or for the saving of other vessels, lives, or cargoes, shall be performed at any time on immediate

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call by all members of the unlicensed personnel, notwithstanding any provisions of Agreement which might be construed to the contrary. In no event shall overtime be paid for work performed in connection with such emergency duties.

**1.12 Drills**

- 1.12 a) Preparation for drills such as stretching out fire hoses and hoisting or swinging out boats shall not be done prior to signal for such drills and, after drill is over, all hands shall secure boats and gear and replace fire hoses in safe custody. In no event shall overtime be paid for work performed in connection with such drills.
- 1.12 b) Overtime will be paid to any unlicensed crew member covered by this Agreement who is not on duty and is required on board the vessel to attend a second lifeboat or other emergency drill which is in addition to the regular weekly lifeboat and fire drill with the following exceptions:
  - i) Overtime will not apply where the drill in the presence of the Transport Canada Representative or other designated regulatory authority has not been satisfactory. In such case, the drills conducted between the unsatisfactory drill and including the drill deemed to be satisfactory by the Transport Canada Representative or other designated authority will not be subject to overtime.

**1.13 Tour of Duty**

- 1.13 a) All unlicensed personnel are to report for duty in a sober and fit condition. During the tour of duty, unlicensed personnel that are off watch may leave the vessel providing they report to and have the approval of the "Officer of the Watch". For any such absence from the vessel, the expectation remains that all crew members are onboard their vessel a minimum of one hour prior to the scheduled sailing.

Where practicable, all relief assignments shall be offered to eligible personnel in accordance with their category seniority upon mutual agreement between the employee and the Company. Mutual agreement will factor in the accumulation of more than thirty (30) lay days, in an effort to avoid exceeding the forty-five (45) day maximum. This clause will not prevent the Company from scheduling junior employees into a relief assignment if the leave so warrants.

Any Crew member absent from the ship without permission from the officer on watch or management shall be subject to discipline, except in extenuating circumstances.

**1.14 Safe Working Conditions**

The Company will provide all requisite Personal Protective Equipment (PPE) to ensure compliance with Maritime Occupational Safety and Health, WorkSafe BC regulations and any other applicable legislation.

**1.15 Customary Duties**

Licensed personnel carry authority and related responsibilities on the vessel.

If a disagreement on the interpretation arises, the officer will seek clarification from the

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Company office when the vessel is secure and it is safe to do so at the earliest possible opportunity.

- 1.15 a) Members of each Department shall perform the necessary and customary duties of that Department. Each member of each Department shall perform the recognized and customary duties of his particular rating, and no other crew member of another Department shall perform such work, except in the case of an emergency. Customary duties are those relating to the business of the Company and all ship board operations.
- 1.15 b) Ship's crew shall load ship's stores as part of their customary duties.
- 1.15 c) Employees shall handle normal, bagged ship's garbage as part of their duties. Handling of such garbage will not extend beyond the loading of onboard containers.

### **1.16 Home Port**

- 1.16 a) The Company and the Union recognize that all SFC vessels are based at a Home Port as designated by the Company. The Company can change the Home Port of a vessel at any time subject to 1.16 c).

The Company shall have exclusive right to designate a Home Port for any new or additional vessels brought into service, that are owned and/or operated by the Company, without consideration to 1.16c).

- 1.16 b) It shall be the responsibility of all employees covered under this agreement to make their own way to the home port for the start of their shift and from the home port after the shift ends. In the event that a vessel of the Company is laid up or otherwise secured to a facility away from the home port and the crew are required to join or leave the vessel, it shall be the Company's responsibility for returning the employees to the home port.
- 1.16 c) The Company reserves the right to change any vessel's home port, but will provide a minimum of fifteen (15) days notice.
- 1.16 d) If the Company changes the Home Port of a vessel, any employee who has been regularly employed on the vessel may elect to remain with the vessel in the vessel's new Home Port. If an employee chooses not to remain with the vessel in the vessel's new Home Port, the employee may exercise their seniority rights under the collective agreement.

### **1.17 Carrying Workaways, etc., in Lieu of Crew**

- 1.17 a) No workaways or passengers shall be carried in lieu of crew.

### **1.18 Crew Provisions and Gear**

- 1.18a) The intent of this section is to ensure the items identified in this article are maintained in accordance with current practices for the unlicensed personnel.
  - i) A suitable mattress. A suitable number of blankets, sheets, spreads, pillow cases, pillows, bath towels, maintained and laundered weekly in accordance with current practices Sufficient face and laundry soap.
  - ii) An electric fan, refrigerator and toaster shall be made available in the messroom. An automatic washer, dryer, and television set complete with an antenna

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connection will be available. This equipment will be kept in good repair at all times and when required will be replaced without delay.

- iii) The Company will supply the unlicensed personnel with raincoats and rain hats as required for the performance of their regular duties.
- iv) After sixty (60) days service with the Company, deck personnel upon request, will be provided two (2) pairs of coveralls at the Company's expense, which can be renewed on an exchange basis.
- v) As per agreement, the Company will provide floater coats upon request, provided they are used in conjunction with an approved lifesaving vest. The Company will provide an allowance of one hundred and fifty dollars (\$150.00) per year for the purchase of approved safety footwear, or three hundred dollars (\$300.00) once bi-annually. Employees are required to submit a receipt as proof of purchase and such claims to be submitted within ninety (90) days. The employee will, where applicable, purchase safety wear through corporate suppliers.
- vi) Uniforms: Where the Company requires employees in the Deck Department to wear uniforms, the Company will supply them.
- vii) Galley Personnel Uniforms: Where the Company requires employees to wear uniforms (e.g. Cook whites) and the uniforms are not supplied by the Company, the affected employees will receive a uniform allowance of twenty five dollars (\$25.00) per month.

1.18 b) Work gloves shall be supplied to the Engineroom unlicensed personnel when required for work in connection with hot boilers. All Engineroom personnel are to be supplied once a month with sweat rags. Rain gear, consisting of rain hat and rain coat from the allotted crew equipment specified in Article 1, Section 19, not to exceed two (2) of each, to be made available to the Engineroom unlicensed personnel when taking on stores, bunkers, water, etc. This gear to remain the property of the Company.

1.18 c) The Company will issue four (4) pair of coveralls per year to permanently employed, unlicensed Engineroom personnel on an exchange basis.

### **1.19 Crew Accommodations**

1.19 a) All quarters and rooms used or assigned for use of the unlicensed personnel are to be kept free from vermin and pests.

1.19 b) When the vessel is in port, suitable accommodation shall be provided when the following conditions exist:

- i) When hot water is not available in crew's washrooms for a period of twelve (12) or more consecutive hours.
- iii) When the crew's quarters have been painted and the paint is not absolutely dry and other suitable quarters are not furnished onboard.
- iii) When the vessel is being fumigated for vermin or pests, or freshly painted quarters are not properly vented prior to crew member's occupation.

1.19 c) Where it is mutually established through joint visual inspection by the appropriate representatives of management and the unlicensed employees that crew quarters are

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in need of painting and that painting has not occurred within preceding two (2) year period, the crew's quarters will be painted.

- 1.19 d) It is mutually agreed between the Company and the Union that the Company will make every effort to stop gasoline and diesel fumes from seeping into the crew's quarters.
- 1.19 e) Wash basins with hot and cold running water will be provided in their accommodations for any new constructed vessels.
- 1.19 f) Unlicensed employees shall keep their respective living quarters clean and tidy.

### **1.20 Messrooms**

- 1.20 a) Each vessel shall be furnished with a messroom for the accommodation of the crew. Such messrooms in each are constructed as to afford adequate sitting room for all and to be so situated as to afford full protection from the weather and from heat and odours arising from the vessel's engine room, fireroom, hold and toilet. Cooks shall ensure the cleanliness of all galley areas and ensure compliance with the BC Food Premises regulations at all times.

### **1.22 Cleaning Quarters**

- 1.22 a) The unlicensed personnel of the Deck and Engine room Departments shall keep their respective living quarters clean and tidy at all times.

### **1.23 Lockers**

- 1.23 a) A sufficient number of lockers shall be provided so that each employee shall have one (1) locker of full length whenever space permits, and sufficient space to stow a reasonable amount of gear and personal effects.

### **1.24 Using Paint Spray Guns**

- 1.24 a) No member of the unlicensed personnel shall be compelled to use paint spray guns. This clause will not be operative in the case of personnel specifically hired to perform maintenance work.

### **1.26 Shifting Ship**

- 1.26 a) When a vessel is in port and *off* duty crew members are called back to work after five (17:00) p.m., or before eight (8:00) a.m., or on Saturdays, Sundays or holidays, for the purpose of shifting ship to dry dock, a minimum of four (4) hours overtime will be paid for each call, except when crew members are knocked *off* for a period of one (1) hour or less, in which case time shall be continuous. It is agreed by both parties that movement of a ship within the same dock area, or from dock to dock shall not be construed as shifting ship.

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### 1.27 Overtime Record

- 1.27 a) The Company shall supply to all employees covered by this Agreement suitable overtime sheets which shall be in duplicate.
- 1.27 b) After authorized overtime has been worked, the Officer-in-Charge shall certify the overtime by signing the overtime sheet thereby indicating that the work was ordered and performed. The duplicate copy of the overtime claim shall be returned to the employee without delay.
- 1.27 c) If the overtime claim is disputed, a copy of the claim is to be returned by the Company to the employee concerned before the next pay period, together with reasons for rejecting the claim.
- 1.27 d) Overtime claims must be presented to the Officer-in-Charge within forty-eight (48) hours after completion of work.

### 1.28 Severance Pay

- 1.28 a) Employees with more than one year's service, who are displaced and for whom no job is available due to automation, mechanization, or permanent reduction in the number of vessels 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 the greater). One (1) week's pay per year of total uninterrupted service with the Company as an employee. The calculation of one (1) weeks is the monthly basic X 7/30.42
- 1.28 b) 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 forfeit their recall rights with the employer.

### 1.29 Leave of Absence

- 1.29 a) Bereavement Leave: Employees covered by this Agreement shall, after having completed three (3) months' cumulative compensated service, be entitled to bereavement leave in accordance with the provisions of the Canada Labour Code without loss of pay in the event of a bereavement due to death of their spouse (including common-law spouse), child, parent, step-parent, father-in-law, mother-in-law, brother sister or grandparent, for the purpose of arranging and/or attending the funeral of the deceased and for such other requirements as would reasonably necessitate one or more days off duty, up to a maximum of four (4) calendar days. With prior approval from the Company, an employee may extend their bereavement leave on a without pay basis unless the employee elects to use their lay-days or banked overtime.
- 1.29 b) Jury Duty: An employee who is summoned for jury duty or where the employee represents his Employer in a court action, and is required to lose time from his assignment as a result thereof, shall be paid for actual time lost with a maximum of one basic day's pay at the straight time rate of his position for each day lost. Leave banks will be frozen during this time and any amounts paid by the court for meals, lodging or transportation shall go to the Company. Leave will be granted subject to the following requirements and limitations:
  - i) Such court action is not occasioned by the Employee's private affairs.

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- ii) An employee must furnish the Company with a statement from the court establishing jury allowances paid and the days on which jury duty was performed.
- iii) The number of working days for which jury duty pay may be paid is limited to a maximum of sixty (60) days in any calendar year.
- iv) No jury duty pay will be allotted for any day for which the employee is entitled to vacation or general holiday pay. An employee who has been allotted his vacation dates will not be required to change his vacation because he is called for jury duty.
- v) The Company shall not be liable to reimburse an employee for jury duty outside that which can be legally enforced under the Jury Act, RSBC 1979, Chapter 210 as amended from time to time. At the date of the signing of this Agreement, a person may only be compelled to perform jury duty once in any three year period.

1.29 c) Union Involvement: The Company will grant leave of absence to employees:

- i) Who are elected as representatives to attend Union meetings, Union conventions, conventions of labour organizations to which the Union nominates the employee as 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.
- ii) Who are appointed or elected to a SIU office (or who go ashore to work for the Company and remain members in good standing with the Union) for a period up to and including three (3) years and then his seniority shall remain dormant until his return.

Further leave of absence will be granted if requested. Any employee who obtains such leave of absence shall return to the Company within thirty (30) calendar days after completion of his term of employment with the Union.

1.29 d) Other Leave of Absence: Employees may be able to take a leave of absence for other extenuating circumstances which include:

- i) An Employee shall be entitled to compassionate leave, without pay, of up to seven (7) days to attend to urgent domestic affairs. Leave of more than seven (7) days may be taken, subject to Company approval, if the circumstances warrant.
- ii) The Company will grant leave of absence to employees suffering injury or illness, subject to a medical certificate if required by the employer.
- iii) An extended leave of absence may be granted regarding illness in the immediate family.
- iv) The Company will grant leave of absence to an employee who takes education leave pursuant to the terms of Article 7, Education and Training.
- v) 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. The Company or the Union reserves the right to revoke a leave of absence if it is discovered that the leave of absence is for reasons other than first indicated.
- vi) When an employee on regular tour of duty requests and is granted relief from duty, that employee shall bear extra wage cost (any double payment) for his relief except under iii) and v) above.
- vii) Leave of absence for child care responsibility shall be as provided for in the

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Canada Labour Code.

- 1.29 e) For greater clarity, one day's pay at the straight time rate shall mean, for the purposes of this clause, seven and one-half hours pay per day, Monday through Friday. Reimbursement will be limited to a maximum of thirty-seven and one half (37.5) hours per week.

## **ARTICLE 2**

### **2.1 Annual Vacations**

- 2.1 a) The Unlicensed employee shall receive fourteen (14) consecutive days annual vacation and shall be paid annual vacation pay of four (4) percent gross wages earned during each year until eligible for the increased benefits.
- 2.1 b) An employee shall receive twenty-one (21) consecutive days annual vacation upon completion of two (2) years of service with the Company. He shall be paid for such vacation on the basis of six (6) percent of gross wages earned during his second (2nd) year of service.
- 2.1 c) An employee shall receive twenty-eight (28) consecutive days annual vacation upon completion of seven (7) years of service with the Company. He shall be paid for such vacation on the basis of eight (8) percent of gross wages earned during his seventh (7th) year of service.
- 2.1 d) An employee shall receive thirty-five (35) consecutive days annual vacation upon completion of fifteen (15) years of service with the Company. He shall be paid for such vacation on the basis of ten (10) percent of gross wages earned during his fifteenth (15th) year of service.
- 2.1 e) An employee shall receive forty-two (42) consecutive days annual vacation upon completion of twenty-two (22) years of service with the Company. He shall be paid for such vacation on the basis of twelve (12) percent of gross wages earned during his twenty-second (22nd) year of service.
- 2.1 f) An employee with thirty (30) years of service with the company shall receive an additional two (2) percent of gross wages earned during his thirtieth (30) and succeeding years of service.
- 2.1 g) In all cases under a), b), c), d), e), and f) above, if the Unlicensed employee has worked less than a normal year and he is not entitled to the full annual vacation days allowed, they shall be in accordance with his vacation pay earned.
- 2.1 h) Annual vacations may be taken in conjunction with time off but shall be taken during the ten (10) months following the year in which service was rendered.
- 2.1 i) Vacation pay shall be accumulated throughout the year and shall be paid to the employee on the pay day prior to his vacation. The dollar value shall be shown on the employee's monthly pay statement.
- 2.1 j)
- i) For vacation requests submitted prior to March 1<sup>st</sup> of that year, an employee shall be entitled to select the period(s) desirable to them for their vacation on the basis of service seniority.
  - ii) A minimum of two (2) weeks of annual vacation must be submitted to the

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Company for approval prior to March 1<sup>st</sup> of that year. For any employee who does not submit their two (2) week vacation request by March 1<sup>st</sup>, the Company has the right to schedule two (2) weeks of vacation for those employees.

- iii) After March 1<sup>st</sup> of that year, vacation requests will be processed on a first come, first served basis. All unscheduled vacation periods may be scheduled by the Company.
- iv) An employee's vacation periods may, at their discretion, be combined with time off, subject to the Company having the right to approve the overall vacation schedule.
- v) Annual vacations shall take precedence over leave requests.
- vi) All annual vacation days must be taken on or before December 20<sup>th</sup> of that year. To ensure this occurs, the Company has the right, on or after September 1<sup>st</sup> of that year, to schedule all unrequested/unallocated vacation leave.

- 2.1 k) For the purpose of this Article, the term "gross wages" shall include all monies credited as a result of wages, overtime, subsistence allowances and the previous vacation pay.
- 2.1 l) Employees terminating their employment shall be paid all vacation pay due them, up to the date of leaving, calculated in accordance with Section a), b), c), d), e), f), and k).
- 2.1 m) Notwithstanding any provision contained herein, the employee shall have the option of taking his vacation pay without taking vacation days, subject only to the provisions of the Canada Labour Code.

**2.2 Statutory Holidays**

2.2 a) Unlicensed Personnel will be given the following paid statutory holidays and any Federal or Province of B.C. proclaimed Statutory Holiday

- News Year Day      Canada Day      Remembrance Day
- Good Friday      BC Day      Christmas Day
- Easter Monday      Labour Day      Boxing Day
- Victoria Day      Thanksgiving Day      Family Day
- National Day for Truth & Reconciliation

2.2 b) Twelve (12) Hour Employees

- i) If it is not possible to take a holiday listed above and an employee is called to work on that day, he shall be granted an alternate day off in lieu thereof. This day off shall be in addition to the normal pay and leave for the day worked.
- ii) The rate of pay for work on a Statutory Holiday shall be time and one half the straight time hourly rate. Only the straight time value of the leave portion of earnings shall be credited to the lay day account, i.e., 1.24 of the normal day's pay.
- iii) For each statutory holiday not worked or for each alternate day off in place of a statutory holiday worked, an employee shall be paid his regular pay for a normal

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day worked (12 hours) plus the leave he would earn for that day.

iv) Earnings and Credit Summary:

<u>Twelve Hour Day</u>	<b>Earnings</b>	<b>Day</b>	<b>Leave</b>	<b>Cash</b>
Holiday Credit	2.24 days	1		1.24
<u>Time Worked Credit</u>	<u>3.36 days</u>	<u>1</u>	<u>1.24</u>	<u>1.12</u>
	5.60 days	2	1.24	2.36

2.2 c) Eight (8) Hour Employees

- i) If not possible and they are called upon to work on any of these days, they shall be paid at time and one half for the time worked, and shall be given an alternate day off with pay. If the employee and the Company agree, the employee may, at his request, take eight (8) hours pay in lieu of the day off.

2.2 d) For each statutory holiday or alternate day off in lieu of a statutory holiday, an employee shall be credited with eight (8) hours work under the Canada Labour (Standards) Code.

2.2 e) Where a Statutory Holiday falls on a Friday, employees shall be paid on the prior Thursday.

**2.3 Sailing Shorthanded**

2.3 a) In the event of any ship sailing shorthanded, the crew members in the particular department affected will be paid the greater of the wages that would otherwise be paid to the members who are absent or in the alternative, overtime for additional time worked by these crew members when performing duties of those crew members absent. In no event will both be paid.

**2.4 Meal Hours and Break Times**

2.4 a) The meal hours for the unlicensed personnel covered by this Agreement shall be as follows:

Breakfast	0530 to 0630
Lunch	1130 to 1230
Dinner	1730 to 1830

2.4 b) These hours may be varied, but such variation shall not exceed one (1) hour either way, provided that one (1) unbroken hour will be allowed at all times except such lesser time as permitted in Article 2, Section 10 for "dayworkers" and employees assigned to an eight (8) hour shift on ships which are not in continuous service.

2.4 c) If one (1) or one-half(%) unbroken hour as applicable, is not given, the unlicensed employee involved shall receive a penalty rate of time and one-half in addition to the actual time worked during the meal hour.

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- 2.4 d) Where work shifts are such that the watch period encompasses the entire designated meal period established under Clause 2.4 a) and there are two or more persons working the watch then these personnel will relieve each other for the taking of their meals without payment of a penalty meal hour.
- 2.4 e) Where safe navigation makes it possible, personnel, will be allowed one-half (1/2) hour break time as near to the middle of the watch as possible.
- 2.4 f) When unlicensed personnel are required to work overtime after 17:00 hours, they will be entitled to a coffee break after two (2) hours' work, and a meal break after four (4) hours' work. The coffee break will consist of twenty (20) minutes, and the meal break will consist of one (1) hour. These hours may be varied, but such variation shall not exceed one-half (1/2) hour either way.
- 2.4 g) Appropriate provisions will be available for the watchkeepers to prepare themselves a hot meal before going on or coming off watch. Night lunches shall be supplied to all employees covered by this Agreement on ships on Articles.

**2.7 Subsistence and Lodging**

- 2.7 a) When a continuously operating vessel is underway and for any reason meals are not supplied, the employees working aboard will be compensated at the rate of twelve dollars (\$12.00) per meal missed, excepting dinner, which will be compensated at the rate of twenty dollars(\$20.00). This compensation shall be limited to a maximum amount of forty-four dollars (\$44.00) per day.
- 2.7 b) When the vessel is laid up in Vancouver and employees are working aboard, the following shall apply:
  - i) For the employees working an eight (8) hour shift, they shall be deemed to have missed lunch and be compensated at the applicable rate set out in 2.7 a). Should the employee, for any reason, be required to work more than two (2) hours beyond the 8-hour shift, he shall be deemed to have missed dinner and be compensated at the applicable rate set out in 2.7 a).
  - ii) For employees working a twelve (12) hour shift, they shall be deemed to have missed dinner and be compensated at the applicable rate set out in 2.7 a).
  - iii) When lodging is necessary and is not provided on the employee's own ship, arrangements will be made to provide him with a room of the same standard as when the ship is in service.

This Clause 2.7 b) will not apply where the Company provides meals to the employee.

- 2.7 c) At any port other than Vancouver, B.C. when, on account of overhaul or any emergency, subsistence and room cannot be provided on board the vessels, employees employed thereon shall be provided with a room ashore and be compensated for meals missed at the rates set out in Article 2.7 a).

**2.9 Maintenance Work**

- 2.9 a) Maintenance work applicable to the deck department, except that concerned with the safe navigation of the ship, will be performed between 06:00 and 18:00 hours. Outside maintenance work will be confined to 06:00 to 20:00 in May through September,

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inclusive; and between 06:00 to 16:00 in October through April, inclusive. Maintenance work to be performed in the accommodations will be planned with consideration for off watch personnel.

It is understood that chipping and painting will not be performed between 19:00 and 08:00 hours between May and September, inclusive; and 15:00 to 08:00 between October and April, inclusive. Maintenance work to be assigned in accordance with Shipboard Operations Manual and related Standard Operating Procedures (SOP).

Note: Up to Watchkeeping Mate to direct maintenance work, watchkeeping duties are the responsibility of the Mate.

## **2.10 Hours of Work and Overtime for Employees in the Deck and Engineerroom Departments**

- 2.10 a) The unlicensed personnel on the vessels covered by this agreement may be assigned to either a six (6) hours on/ six (6) hours off, straight twelve (12) hour, twelve (12) hours in thirteen (13), or, twelve (12) hours in fifteen (15) shift arrangement.
- 2.10 b) On ships which are not in continuous service, an employee may be assigned to an eight (8) hour shift in which he or she will perform the necessary and customary duties in his or her respective department. In these cases, the eight (8) hours shall be consecutive excluding the meal period. Either one (1) hour or one-half (1/2) hour, as close to the middle of the shift as possible, shall be allowed for a meal period.
- 2.10 c) Dayworkers aboard the vessel may be assigned to either a twelve (12) or eight (8) hour shift. The hours of work for the dayworker will consist of either twelve (12) hours in a spread of thirteen (13) hours or eight (8) hours in a spread of eight and one-half (8 1/2) hours.
- 2.10 d) Where "dayworkers" or employees assigned to an eight (8) hour shift are permitted one-half hour for their meal period, the "penalty meal hour" referred to in Article 2, Section 4 will not be operative.
- 2.10 e) During any period when the vessel is not in actual service; in other words, during any lay-up period, weekends, or statutory holidays, and if the services of the Deck and Engineerroom. Ratings are required on board, and if circumstances permit, they will be employed eight (8) hours between the hours of 08:00 and 17:00 hours.
- 2.10 f) When employees who have completed their regular watchkeeping duties are called back to work within a period of one (1) hour, they shall have their overtime commence at the time they completed their regular watchkeeping duties.
- 2.10 g) An off-duty employee, called for overtime work, shall receive a minimum of two (2) hours overtime for which two (2) hours work may be required. Any overtime work performed beyond the two (2) hour call out period will be calculated and paid in one-half hour increments.
- 2.10 h) Any overtime work continuous with, before or after, an employee's regular shift will be calculated and paid on the basis of a one (1) hour minimum with all overtime work performed thereafter being calculated and paid in one-half hour increments.
- 2.10 I) For the purpose of calculating overtime, a day shall refer in all cases to the period from midnight to midnight.

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2.10 j) Where crew members on laid-up ships are required to work a sixth (6th) or seventh (7th) day in the work week, they shall be paid at the overtime rate.

2.10 k) Employees working on laid-up ships on Vancouver Island whose home port is on the mainland, (or vice-versa) will receive transportation to their home port and meal allowance, as provided in Article 16 shall also be allowed.

## **2.11 Leave**

2.11 a) Leave shall be granted to employees governed by this agreement, except those employed on board laid-up ships.

2.11 b) Where a twelve (12) hour work day applies, the leave basis for deck and engine room ratings will be one decimal two four (1.24).

2.11 c) Where an eight (8) hour or other workday applies, leave will be calculated on a basis consistent with clause 11.2 of this Article recognizing the principle of the thirty-seven and one-half (37 1/2,) hour work week.

2.11 d) Any crew member absent from the ship without permission from the officer on watch or management shall be subject to discipline up to and including termination except in extenuating circumstances.

## **2.12 Penalty Payment- Work of a Dirty Nature**

A premium of forty-five (45) minutes at the double time rate, per full day worked shall be paid to employees, in addition to their regular pay, for carrying out all work of a dirty nature.

## **2.13 Marine Disaster**

2.13 a) Unlicensed crew members who suffer loss of personal effects and clothes through wreck and marine disaster shall be compensated by a lump sum payment of one thousand dollars (\$1000.00) and, subject to satisfactory proof of loss, an additional payment not to exceed five hundred dollars (\$500.00). Maximum compensation shall be one thousand and five hundred dollars (\$1500.00).

2.13 b) Any compensation payable by this clause will be paid first to the employee, second to the beneficiary named by the employee on his/her group life insurance and lastly to the estate of the employee as may be applicable in the circumstances. An employee, beneficiary or estate making a claim under this section shall submit reasonable proof to the Company of the actual value of the loss suffered. Such proof shall be a signed affidavit listing the individual items and values claimed.

## **2.14 Benefit Plan**

2.14 a) The Company shall pay for each Unlicensed crew member in its employ who is eligible for and participates in the B.C. Marine Industry Employee Health Benefit Plan (the "Plan") a monthly contribution for each eligible Unlicensed Employee in lieu of providing

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a Health Benefit Plan the amount of the lesser of the actual monthly premium cost per employee for the Industry Plan and \$1,000 per employee per month. Should the monthly premiums exceed \$1,000 per employee per month, the Company and the employee shall contribute equally (50% each) for any amounts exceeding \$1,000 per employee per month.

Contributions will commence upon completion of ninety 90 days continuous employment with the company.

i) Weekly Indemnity

- a) The benefit shall be based on sixty-six and two-thirds (66 2/3) percent of the employee's monthly basic rate.
- b) Employees with one (1) year of continuous service with the Company shall be paid lay days during the waiting period for weekly indemnity payments.
- c) An employee on Weekly Indemnity shall be entitled to top off his weekly indemnity income up to full basic wages with lay days.

ii) Long Term Disability Plan

- a) The benefit shall be based on sixty-three and two thirds (63 2/3) percent of the employee's basic monthly rate in effect at the time he is entitled to LTD benefits for total disability from the fifty second week of disability through to normal retirement.
- b) "Totally Disabled" means an employee is unable to perform any gainful occupation for which he is or may become reasonably qualified by training, education, or experience and which will enable the employee to earn at least sixty (60) percent of his inflation-indexed, pre-disability earnings.
- c) When an employee is on LTD the premium for B.C. Medical will be paid by the Health Plan.

iii) Dental Plan (as per letter of November 1, 2004)

The plan shall provide three types of coverage as follows:

- a) Basic                                    100% coverage
- b) Restorative                            50% employee co-insurance
- c) Orthodontia                            50% employee co-insurance to cover employee, spouse, and dependent children with a \$2,500.00 lifetime maximum
- d) The plan shall only pay up to a maximum of two thousand five hundred (\$2,500.00) per person per year. This maximum may only be exceeded on approval by the Board of Trustees of the Health Plan and then only for work required for dental health. Orthodontia is excluded from this subsection d).

Employees on Long Term Disability are covered by the plan.

iv) Extended Health Benefit Plan

The plan provides a variety of medical services and supplies not covered by Provincial or Medicare Acts Including:

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- a) Vision Care
- b) Hearing Aids
- c) Out-of-Province Medical
- d) Paramedical
- e) Supplementary Hospital
- f) Prescription Drugs
- g) Plan to pay up to twenty-five (\$25.00) dollars for doctors reports for Long Term Disability up to a maximum of fifty (\$50.00) dollars per year.

Employees on Long Term Disability are covered by the plan.

v) Life Insurance (as per letter of November 1, 2004)

The plan shall provide Life Insurance and Accidental Death and Dismemberment as follows:

- i) Life Insurance \$105,000.00
- ii) A D. & D. to maximum \$105,000.00

vi) Company plans

A Company which has an existing Health Plan equal or more acceptable to the Union, may substitute it for this Health Plan.

vii) Health Plan Booklet

The Board of Trustees shall provide a Health Plan Booklet summarizing all of the terms, conditions, and benefits of the Health Plan.

- viii) A Board of Trustees will continue to administer the Health Plan. The Trustees shall be five (5) in number, comprised of three (3) Company Trustees, one (1) C.B.R.T Trustee, and one (1) S.I.U Trustee. The Company Trustees shall only have an equal vote to that of the Union Trustees.

NOTE: Any rebate of EI Premiums shall be applied to offset the cost of Health Plan improvements.

2.14 b) B.C. Medical Services Plan

The Company shall pay the full premium for eligible employees.

2.14 c) Employee Family Assistance Program

Every Company listed in this Agreement shall have in place an EFAP or in the alternative join the Industry Plan.

2.14 d) Pension Plan

A money purchase pension plan shall be provided as follows:

- i) The employer shall contribute for each employee eight and one half percent (8 1/2%) of his earned basic monthly salary upon completion of three (3) months continuous service. The employee may contribute on a voluntary basis.
- ii) Portable within the Industry employers represented by C.M.C. and no waiting period for a plan participant when changing employers.

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- iii) All Employer contributions to be fully vested for each employee.
  - iv) Employee to have option of remaining in existing Company plan, if any (Company not obliged to pay into more than one Plan).
    - v) Employee leaving service entitled to return of his contributions, plus interest.
    - vi) Joint trusteeship.
  - vi) Employer to notify employees annually as to amount of contributions made to D A Townley & Associates, Plan Administrators, and Townley will provide an annual financial statement on the members account.
- 2.15 Effective October 1, 2017, the Company will provide a monthly contribution of 1.54% of each member’s monthly rate of pay to subsidize post-retirement benefits. Contributions will commence upon completion of ninety (90) days continuous employment with the Company.

**ARTICLE 3**

**3.1 Wages and Overtime**

- 3.1 a) Rates of pay are as outlined in Appendix "A".
- 3.1 b) Unless otherwise specified in this Agreement, all overtime worked will be compensated at double the straight time rate of pay.
- 3.1 c) Any employee shall have the option of converting one hundred percent (100%) of overtime and premium rates excluding flat rates into time off in lieu, up to one hundred (100) days and fifty percent (50%) thereafter subject to:
  - i) Making an election on January and July 1 of each year to convert all or any part of said overtime.
  - ii) The employer having the right to defer the taking of such time off should the overall efficiency of the operation be affected by it.

NOTE: Conversion will be made on a “dollar for dollar” basis; that is, overtime hours will be converted to dollars and “banked” to provide days off as selected.

Existing employees will be grandfathered effective the date of ratification.

**ARTICLE 4**

**4.1 Galley Personnel**

- 4.1 a) This Article 4 applies exclusively to unlicensed personnel employed in the Stewards and Galley Staff Department.
- 4.1 b) Hours of Labour

The normal working hours per day for shipboard-based Galley personnel will be either of the following dependent on the vessel scheduling and work requirements:

- i) Eight (8) hours within a span of twelve (12) hours.
- ii) Twelve (12) hours within a span of fifteen (15) hours.

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Shore-based personnel may be assigned to either a thirty-seven and one-half hour or forty hour work week dependent on the requirements of the service. Such employees may be assigned either a seven and one-half hour or an eight hour daily shift and be paid at the hourly rate of pay applicable to the position as shown in Appendix "A": Rates of Pay.

- 4.1 c) Each cook shall receive one half (1/2) hour overtime per day worked at the double time rate of pay for extra meals and meals served outside of posted hours.
- 4.1 d) Each cook shall receive one half (1/2) hour per week at the double time rate of pay for receiving, checking and storing of stores.
- 4.1 e) It is agreed that the above overtime will be paid without submission of an overtime sheet.
- 4.1 f) It is further agreed that no additional overtime claims are to be considered unless there are extenuating and/or unforeseen circumstances.

4.1 h) **Food Safe course**

All cooks will be required to attend and complete Food Safe Level 1 and Level 2 (or similar equivalent courses) every three (3) years. The Company will bear all costs of tuition including wages.

**ARTICLE 5**

**5.1 Duties of A.B.**

- 5.1 a) An AB shall be required to perform the necessary and customary duties of the Deck Department. These shall include duties of helmsperson, winchperson, lookoutperson, handling ship's lines, tractors, gangplanks, blocking and securing of dollies, automobiles and other vehicles, attending plank watch when necessary, clock rounds, maintenance and cleaning of ships, as well as performing other duties assigned to them by their supervising officer. Customary duties are those relating to the business of the company and all ship board operations.
- 5.1 b) Relieving Helmsperson: The Deck Officer may relieve the Helmsperson on vessels
- 5.1c) The practice of the Master or Deck Officer steering the vessel during landings, departures, and under other special conditions will continue.
- 5.1 d) A stool or a suitable chair will be provided for the helmsperson.

**5.2 Division of Overtime**

- 5.2 a) As far as is consistent with the efficient performance of work, all members of the Deck Department shall be afforded equal opportunity to participate in overtime work that has to be performed.
- 5.2 b) The practice of receiving overtime compensation without an overtime sheet, shall continue for the situations set out below:
  - i) Each AB shall receive forty five (45) minutes at the double time rate, per full day worked.

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- ii) The "nightperson" position will be scheduled to make them available as required for loading / unloading, relieving for coffee breaks, tie-up or letting go of the vessel and other infrequent duties including lookout during fog or heavy traffic conditions as warranted by the Master.

Although the nightperson position covers most of the fog watch, heavy traffic and fish openings, the Master may call the other off watch seaman to cover some of the circumstances so as to ensure the nightperson receives sufficient rest.

Licensed crew members will not perform the duties of the unlicensed crew, unless hours of work/rest are an issue, in emergency situations as determined by the master and established practices. The Unlicensed crew member will not be asked to perform tasks they are not qualified to perform or which are not considered safe or lawful orders. E.g.: tasks that require an ERR.

- iii) Because of this compensation, it is agreed that:
  - a) Unlicensed employees of the Deck Department involved in such arrangement will not be eligible to claim for overtime under Article 2, Clause 10, 8 Hours of Work and Overtime.
  - b) If unlicensed crew work in excess of 12 hours in one (1) complete workday, he or she will receive the overtime rate of pay accordingly.

## **ARTICLE 6**

### **6.1 Engineroom Gear**

- 6.1a) The Company will issue four (4) pair of coveralls per year to permanently employed, unlicensed engineroom personnel on an exchange basis.

### **6.2 Taking on Fresh Water**

- 6.2 a) Mechanical Assistants shall perform the duties of taking water and bunkers.

### **6.3 Division of Overtime**

- 6.3 a) As far as is consistent with the efficient performance of work, all members of the Engineroom Department shall be afforded equal opportunity to participate in overtime work that has to be performed.

## **ARTICLE 7**

### **7.1 Education and Training**

- 7.1 a) An Education and Training Committee shall be established to foster the education and training of Unlicensed crew members. It shall be comprised of four (4) members, two (2) from the Company and two (2) from the Unions concerned.
- 7.1 b) Its duties shall be to develop and approve courses which are mutually beneficial to the industry and its employees. Its responsibilities shall include the promulgation of rules and procedures, establishing a body of precedents, adjudicating disputed applications and maintaining a liaison with appropriate government departments.

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- 7.1 c) 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. Any extraordinary costs will be considered by the Company.
  - 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. An employee who fails to successfully complete a course shall reimburse the Company for tuition, books, and fees.
  - iii) On required upgrading arising out of government regulations, the employer will assist the employee along the lines outlined in ii) above. For employees with seniority, the Company will pay up to one hundred and fifty dollars (\$150.00) for a D.O.T medical exam where Medicare or the Benefit Plan does not cover this. Employees must supply the Employer with proof of payment to be eligible for reimbursement. Any extraordinary costs will be considered by the Company especially in cases where full medicals are performed.
  - iv) In order to improve the cooking skills of Cooks, the Company shall arrange from time to time to send employees on cooking courses sponsored by Canada Jobs Grant, and will pay the costs of tuition and books, and reasonable out of pocket expenses incurred. The company will also pay one half of the regular rate of wages (excluding lay day entitlement) while the employee is attending the course, this amount to be reduced by the amount of the grant allowed by Canada Jobs Grant, if any. The rate of pay to be determined as follows:
    - a) One-half (1/2) of the dally rate times 7/5)
- 7.1d) 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.
- 7.1e) The employer will continue to pay its share of health plan premium costs and will pay for Statutory Holidays during the period an employee is on educational leave.

**ARTICLE 8**

**8.1 Letters of Understanding**

- 8.1a) No Letter of Understanding shall be added to the Agreement unless voted on by the unit of employees concerned.

**ARTICLE 9**

**9.1 Termination Clause**

- 9.1 a) This Agreement is effective October 1, 2020 and shall remain in effect until September 30, 2024, and thereafter subject to one hundred twenty (120) days' notice in writing from either party of its desire to revise, amend, or terminate same, which notice may be given any time after May 31,2024.

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**ARTICLE 10**

**10.1 Union/Management Committee**

10.1 Any Issues or clarification required will be discussed and resolved by Union/Management committee which will meet on a regular basis during the life of the collective agreement. This will include:

- Meal times
- Notice of schedule change
- Review of Shift Vessel LOU

**ARTICLE 11**

**11 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 medical examinations 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 two hundred dollars (\$200.00) of the doctor's charge for a DOT required medical exam where Medicare or the Benefit Plan does not cover this. Effective October 1, 2017, the amount will increase to two hundred and fifty dollars (\$250.00). Employees must supply the Company with proof of payment to be eligible for reimbursement.
- d) Any dispute between the Parties in this Article is subject to Article 1.6 Grievance Procedure.

**ARTICLE 12**

**12 Employee's File**

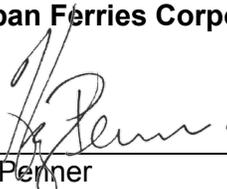
- (a) The employer agrees not to introduce as evidence in a hearing related to disciplinary sanctions any document from the file of an unlicensed employee, the existence of which the unlicensed employee was not aware at the time of filing or within a reasonable period thereafter.
- (b) Where the company enacts discipline upon an employee such record of discipline may only be referred to by the company for a four (4) year period subsequent to the date the discipline is enacted, providing there has not been any further discipline enacted upon the employee within this four (4) year period. Excepted from this are suspensions.
- (c) Upon written request of an unlicensed employee, the personal file of that employee shall be made available once per year for examination in the presence of an authorised representative of the employer. This paragraph (c) also applies when an unlicensed employee is off ship on leaves of absence due to the following;

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

Signed at \_\_\_\_\_, B.C., this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**Seaspan Ferries Corporation**




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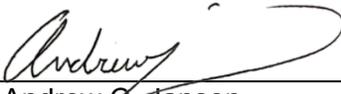
Harly Penner  
 General Manager  
 Seaspan Ferries Corporation

**Seafarers' International Union of Canada**




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Charles Aubrey  
 Executive Vice President  
 Seafarers' International Union of Canada



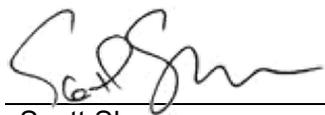

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Andrew G. Jansen  
 Employee Relations  
 Seaspan ULC




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Josh Sanders  
 Vice President  
 Seafarers' International Union of Canada




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Scott Shaw  
 Sr Director, Employee Relations & Wellness  
 Seaspan ULC

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## Appendix "A" - Rates of Pay

Effective October 1, 2020 Hourly rate will be increased by 2%

<b>Position</b>	<b>Monthly</b>	<b>Daily</b>	<b>Hourly</b>	<b><u>Double Time</u></b>
Able Seaman	\$ 6,001.58	\$197.29	\$36.83	\$73.66
Mechanical Assistant	\$ 6,049.01	\$ 198.85	\$ 37.12	\$ 74.24
Cook	\$ 6,170.32	\$ 202.84	\$ 37.86	\$ 75.73
Steward/Storekeeper	\$ 5,835.35	\$ 191.83	\$ 35.83	\$ 71.66

Effective October 1, 2021 Hourly rate will be increase by 2.5%

<b>Position</b>	<b>Monthly</b>	<b>Daily</b>	<b>Hourly</b>	<b><u>Double Time</u></b>
Able Seaman	\$ 6,151.62	\$ 202.22	\$ 37.75	\$ 75.50
Mechanical Assistant	\$ 6,200.24	\$ 203.82	\$ 38.05	\$ 76.09
Cook	\$ 6,324.58	\$ 207.91	\$ 38.81	\$ 77.62
Steward/Storekeeper	\$ 5,981.24	\$ 196.62	\$ 36.75	\$ 73.50

Effective October 1, 2022      Hourly rate will be increase by 2%

<b>Position</b>	<b>Monthly</b>	<b>Daily</b>	<b>Hourly</b>	<b><u>Double Time</u></b>
Able Seaman	\$ 6,336.17	\$ 208.29	\$ 38.88	\$ 77.76
Mechanical Assistant	\$ 6,386.24	\$ 209.94	\$ 39.19	\$ 78.38
Cook	\$ 6,514.32	\$ 214.15	\$ 39.97	\$ 79.95
Steward/Storekeeper	\$ 6,160.67	\$ 202.52	\$ 37.80	\$ 75.61

Effective October 1, 2023      Hourly rate will be increase by 2%

<b>Position</b>	<b>Monthly</b>	<b>Daily</b>	<b>Hourly</b>	<b><u>Double Time</u></b>
Able Seaman	\$ 6,400.14	\$ 210.39	\$ 39.27	\$ 78.55
Mechanical Assistant	\$ 6,450.73	\$ 212.06	\$ 39.58	\$ 79.17
Cook	\$ 6,580.09	\$ 216.31	\$ 40.38	\$ 80.76
Steward/Storekeeper	\$ 6,222.88	\$ 204.57	\$ 38.27	\$ 76.55

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# Appendix “B” – LETTERS OF UNDERSTANDING

## UNION HIRING FUND

The Company agrees that the current SIU Hiring Hall Fund of \$1.60 per employee per payroll day shall continue.

### Letter of Understanding – Calculation of Seniority

*The Parties agree as follows:*

1. There are three (3) marine Departments at the Company:
  - a) Engine Room;
  - b) Stewards / Galley; and
  - c) Deck.
  
2. There are two types of employees:
  - a) Regular employees, who are employees who have filled a permanent position in a marine Department (“Regular Employees”), and,
  - b) Relief pool employees, who are employees who have not obtained a permanent position in a marine Department (“Relief Pool Employees”).
  
3. The Company shall maintain seniority lists for Regular Employees and Relief Pool Employees for each marine Department.
  
4. All employees who have attained six (6) months’ continuous compensated service will be assigned a service seniority date, which shall reflect the date that the employee commenced service with the Company (the “Service Seniority”).
  
5. All Regular Employees will be assigned a category seniority date, which shall reflect the date that the Regular Employee first commences service in a particular marine Department as a Regular Employee (“Category Seniority”).
  
6. Category Seniority shall be applied for the purposes of layoffs, recall, and scheduling work.

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7. Service Seniority shall be used for the purpose of scheduling vacations and placements on Relief Pool seniority lists.

8. In the event that an employee with Category Seniority moves from one marine Department to another and no permanent position is available, the employee will be placed on the Relief Pool seniority list for the department and the employee's placement on the Relief Pool seniority list will be based on the employee's Service Seniority date with the Company.

9. This Letter of understanding is retroactively effective as of September 24, 2019.

Memorandum note: Clearly separate Stewards from Cooks on seniority list.

### **Letter of Understanding - CIRB Decision**

The parties agree and understand that the terms and conditions of the collective agreement will prevail regardless of the CIRB decision and the parties will do what is required to ensure compliance with Provincial Law if necessary

### **Letter of Understanding - Shift Vessels**

#### **Shift Vessels**

The term "shift tugs" shall mean vessels where unlicensed personnel work on shifts of eight (8) consecutive hours per day, or twelve (12) consecutive hours per day, or as agreed to by the Company and the Unlicensed crew members concerned.

Unlicensed personnel are to be given equal opportunity to work on any applicable scheduled shift.

Unlicensed personnel when employed on a shift vessel shall report to a designated place known as the vessels home port at shift starting time. Should the vessel not be at the home dock for the start or finish of the shift, the Company would be responsible in accordance with Article 1, Section 16.2.

The shift starting times shall be consistent and except for emergency or extenuating circumstances, any change in shift starting times shall require seven (7) calendar days notice.

There shall be no crew change between 2400 hours and 0600 hours except for emergencies such as injuries or illness unless it has been discussed and agreed upon between the Union and the Company based on business needs.

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In the event that it is necessary to cancel a regular shift, at least eight (8) hours of notice of cancellation shall be given for the day shift and six (6) hours notice for the afternoon and night shifts unless unforeseen circumstances clearly beyond the control of the Company prevent such notice.

Unlicensed personnel required to work two (2) hours or more beyond his regular shift shall be paid a meal allowance in accordance with Article 2, Section 7.1.

When an unlicensed personnel on a shift vessel is required to work from a regular shift into overtime, a minimum rest period of not less than nine (9) consecutive hours free of the vessel shall be allowed before he returns to work.

Unlicensed personnel shall be paid a subsistence allowance for each day he works or per shift where it crosses midnight, in the amount of \$30.00 per 12 hour day, \$14.99 per 10 hour day and \$11.99 per 8 hour day. In addition, the Company shall supply tea, coffee, sugar, canned milk, hot chocolate and coffee mate. This paragraph relates only to vessels operating primarily as a shift vessel.

Work schedules and leave shall be in accordance with the terms of this Agreement.

Unlicensed personnel shall be allowed a lunch break of thirty (30) minutes as near to the middle of the shift. Coffee breaks shall be in accordance with Article 2, Section 6.2

#### Eight Hour Shift Tugs

The regular working day shall be eight (8) hours per day, forty (40) hours per week; all work in excess of eight (8) hours per day and/or forty (40) hours per week shall be paid for at the overtime rate.

For each regular eight (8) hour day worked an unlicensed personnel shall be credited with .493 days leave.

#### Twelve Hour Shift Tugs

On twelve (12) hour shift tugs, unlicensed crew members shall be employed on a monthly pay and leave basis.

For each regular twelve (12) hour day worked an unlicensed personnel shall be credited with 1.24 days leave.

### **Letter of Understanding – Pandemic Response**

*The Parties agree as follows:*

The Company will continue to communicate pandemic related measures to the Union. Such measures are based on the direction of the applicable Public Health Authority. The Union and the Company agree to discuss Public Health measures to be implemented in a Marine context, in an effort to promote best practices within the maritime industry for the protection of crew and continuing

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operations. It is also agreed that the Union and the Company will discuss policies which may be developed regarding vaccination and testing of S.I.U. of Canada Members.

**Memorandum Note:** Onboard TV Company will install an omni-directional antenna onboard its vessels.

**Memorandum Note:** Steward's Department Should staffing or scheduling issues in the Steward's Department become a concern, the Company and Union will discuss such concerns in an effort to resolve them.

### **Letter of Understanding - Obtaining and Retaining Work**

To enable the Company to obtain more work 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 – Mechanical Assistants**

In recognition of the fact that over the next several years, it is expected that the Company will cease to employ Mechanical Assistants ("MA's") to work onboard vessels owned and operated by the Company (except where required under a vessel's Transport Canada Minimum Safe Manning Document), the Company and the Union hereby agree to the following for the employees identified below:

Wes Paulin

Steven Colby

Mike Colby

James Aherne

This Letter of understanding will have effect only for the above mentioned employees and will have no effect beyond what has been agreed to herein.

#### **Retained as a Deckhand**

1. Should any of the employees identified above elect to be retrained as a Deckhand (A.B.) and continue working for the Company as a Deckhand, they must notify the Company by February 28, 2018.
2. Once an employee has successfully completed their Deckhand training, the Company will reimburse the employee for the cost of tuition, books and fees associated with that training. The employee will contribute their time to attend any Deckhand training.

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3. The Company shall have the right to limit the number of employees taking Deckhand training courses at any one time. The Company will work with the employee to schedule their Deckhand training at a time that works for the Company and the employee.
4. Because the Company will likely require Mechanical Assistants until such time as the Princess Superior is retired, no more than two (2) of the employees identified above may elect to move to a Deckhand position to the retirement of the Princess Superior.
5. When an employee moves from Mechanical Assistant work to Deckhand work, that employee will be placed on the Deckhand Relief Pool seniority list. The employee's placement on the Deckhand Relief Pool seniority list will be based on the employee's seniority date with the Company.
6. Any employee who successfully completes Deckhand training and obtains the certifications required to be a Deckhand forfeits any severance payment under this Letter of Understanding.

Permanent Layoff

7. Any of the individuals identified above will have the option of accepting a permanent layoff from the Company rather than being trained as a Deckhand (A.B.).
8. Any Mechanical Assistant who is laid off pursuant to this Letter of Understanding will receive severance of two (2) week's pay for each year of total uninterrupted service with the Company as an employee, to a maximum of twenty-six (26) weeks. The calculation of two (2) weeks' pay is 2 x (the monthly basic x 7/30.42).
9. The Company reserves the right to select the day on which an employee will be laid off. The employee shall not receive their severance payment (less statutory deductions) until such time as they are laid off by the Company.
10. Any employee who receives severance pay pursuant to this Letter of Understanding forfeits their recall rights with the Company.

**Letter of Understanding – New Collective Agreement**

The Company will make the appropriate changes to the collective agreement which will be reviewed by the Union after it has been ratified. The Company and the Union will split the cost of printing CBA booklets and the Company will provide the members with copies within ninety (90) days of ratification.

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