

**Roll on / Roll Off Agreement**

Between

**Seaspan Coastal Intermodal Company**

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[Signature]

**And**

**Seafarers' International Union of Canada**

**12181 (05)**

**Effective: October 1 2008 to September 30, 2011**

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## Roll on/ Roll Off Agreement

between.

**Seaspan Coastal Intermodal Company**  
[hereinafter called *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, Engine room, Steward and Galley Departments of **all** vessels (tugs or ships) owned and/or operated, and/or bareboat chartered **by it** in its Seaspan Coastal Intermodal Company **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 Company's 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 Union shall furnish replacements with sufficient promptness to avoid **delay** in sailing **at** the appointed time or without valid reason. Rejection shall not **be** arbitrary.

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, but in no event may this right be exercised after the expiration of **two** weeks following the date of hiring of the 'replacements'.

- 1 1 c) If the Union fails, or is unable to fill a request for unlicensed personnel, the Company or its representatives 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.
- 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.

## **1.2 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

## 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 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 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

- b) 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

## **1.7 Access to Terminals and Vessels**

- 1.7 a) The Union representative(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

## **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

## **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~~, Engine room, 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
- 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
- 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
- iii) 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 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) Whenever possible, lifeboat and other emergency drills shall be held on weekdays between the hours of eight (08:00) a m and four thirty (16.30) p m
- 1.12 b) 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 c) 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 within the unlicensed shall be offered to eligible **personnel** in accordance with their seniority in their position. This clause will not prevent the Company from scheduling junior employees into **a** relief assignment if the leave so warrants

## **1.14 Safe Working Conditions**

- 1.14 a) The Company **shall** take every reasonable precaution to **provide safe** working conditions at **all** times
- 14 b) Hard hats **shall be** supplied to crew members working in areas where overhead work is being performed
- 14 c) When air chisels, mechanical chippers or scaling tools are used; ear plugs and plastic **face** protectors **shall be** supplied
- 1 14 d) Safety goggles shall **be** supplied to crewmen doing manual chipping or scaling
- 1.14 e) **Suitable** tinted window shades to **be** installed in all wheelhouses
- 1 14 f) The Company will have respirators available for the **use** of unlicensed **employees** who are required to work **in** spaces or under conditions which necessitate their use

## **1.15 Customary Duties**

- 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 the Company owned vessels, Carrier Princess and Princess Superior are based at the home port located at the Tilbury facility on **Hopcott** Road in Delta. The Company can change the home port of these vessels at any time **subject to 1 16 c)**

**The Company shall have exclusive** right to Initially 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 16 c)**

- 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 bid 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 vessels home port, **but will** provide a minimum of forty five **(45)** days notice

## 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 18 a) 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 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 ear muffs, hardhats, gloves, fluorescent safety vests, 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) The Company will provide a D.O.T. approved floater coat or vest to personnel who have completed one year's service with the Company. This floater coat or vest may be replaced on an exchange basis once every three (3) years following the date they were supplied. The Company will consider the replacement of the said floater coat or vest more frequently than once every three (3) years if in the opinion of the appropriate manager, the condition of the coat or vest warrants replacement as a result of damage that occurred during work activities onboard the vessel. In no circumstances will the employee receive more than two (2) floater coats or vest in any three (3) year period. This clause shall not apply to personnel employed in the galley or in shore based positions
- vi) The Company will provide an allowance of one hundred and twenty dollars (\$120.00) per year for the purchase of approved safety footwear, or two hundred and forty dollars (\$240.00) 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
- vii) Uniforms: Where the Company requires employees in the Deck Department to wear uniforms, the Company will supply them
- viii) 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 Engineer room unlicensed personnel when required for work in connection with hot boilers. All Engineer room 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 Engineer room

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 Engineer room 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
  - ii) 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 members 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 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) Every effort will be made to install rugs or carpets in the unlicensed personnel cabins. 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

## **1.21 Washrooms**

- 1 21 a) Adequate washrooms and lavatories shall be made available for the unlicensed personnel. Washrooms to be equipped with a sufficient number of shower baths which shall be adequately equipped with hot and cold water

## 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

## 1.25 Going Ashore to Take Lines

- 1.25 a) No crew member shall be required to jump either from or to a vessel for the purpose of taking or letting go the ship's lines. A gangplank will always be provided as a means of access to or from the dock.

## 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

## 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 7/3042.
- 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.
- 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
  - 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 **S I U** 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
- 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 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) An employee **shall be** entitled to select **the period** desirable to him for his vacation period on the basis of seniority with the Company, subject to the Company having the right to approve the vacation **schedule as a whole**
- 2 1 k) For the **purpose** of this Article, the term "gross wages" shall include all monies credited as a result of wages, overtime, excessive **hours**, 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

New Year's Day

Canada Day

Remembrance Day



Good Friday  
Easter Monday  
Victoria Day

B C Day  
Labour Day  
Thanksgiving Day

Christmas Day  
Boxing Day

## 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 day worked (12 hours) plus the leave he would earn for that day.
- iv) Earnings and Credit Summary:

	<u>Twelve Hour Day</u>	<u>Earnings</u>	<u>Day</u>	<u>Leave</u>	<u>Cash</u>
Holiday Credit		2 24 days	1		1 24
Time Worked Credit		<u>3.36 days</u> 5 60 days	<u>1</u> 2	<u>1.24</u> 1 24	<u>1.12</u> 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 - Relieving for Meals

- 2.4 a) The meal hours for the unlicensed personnel covered by this Agreement shall be as follows:-  
12-Hour Watchkeeping Vessels

Breakfast	0530 to 0630
Dinner	1130 to 1230
Supper	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 (½) 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.
- 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

## 2.5 *Night Meals and Coffee Time*

- 2 5 a) 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 (½) hour either way
- 2 5 b) 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

## 2.6 *Coffee Time*

- 2 6 a) All employees covered by this agreement shall receive a twenty (20) minute coffee break as near to the middle of their watch as possible,
- 2 6 b) Where safe navigation makes it possible, personnel, when standing continuous wheel watch, will be allowed one-half (½) hour relief period as near to the middle of the watch as possible.

## 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 ten dollars (\$10.00) per meal missed, excepting dinner, which will be compensated at the rate of sixteen dollars (\$16.00). This compensation shall be limited to a maximum amount of thirty six dollars (\$36.00) 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)

## 2.8 Laid-up Ships

- 2.8 a) The basic hourly rate applicable to each position per Appendix "A" to the collective agreement will be the basis for payment aboard laid-up ships
- 2.8 b) Where crew members of laid-up ships, except those on watches, are required to work before 08:00 hours and after 17:00 hours, or on Saturdays or Sundays, they will be paid at the overtime rate, except when such work defined above is the shifting of ship to drydock as contemplated in Article 1, Section 29, in which case, payment will be per the dictates of Article 1, Section 29
- 2.8 c) If required to work on any of the recognized holidays as defined in Article 2, Section 2 of this Agreement, they will be paid at the overtime rate for the time worked during the recognized holiday, with a minimum of four (4) hours in addition to the payment of eight (8) hours at the straight time rate in payment for the recognized holiday. If any of the recognized holidays as defined in Article 2, Section 2, fall on a Saturday or Sunday, the following Monday will be observed as the holiday.
- 2.8 d) 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
- 2.8 e) Employees working on laid-up ships at Victoria whose home port is Vancouver will receive transportation to their home port and meal allowance, as provided in Article 1, Section 16.4 shall also be allowed.
- 2.8 f) The company may provide the opportunity of shore side maintenance to each of the unlicensed departments according to their proven skill sets, if it makes business sense

Given this, unlicensed employees shall have the right to volunteer for shore side maintenance at competitive rates for the work to be performed. The maximum workday shall be twelve (12) hours, which shall include adequate time for meals and coffee breaks. The Company may provide shipboard accommodation for out of town employees and a useable messroom and galley, however this is not guaranteed"

## 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 the daylight hours

It is understood that chipping and painting will not be performed between 17:00 and 08:00 hours. The above hours may be varied only in respect of dayworkers assigned to the vessel for the specific purpose of performing maintenance activities including painting

- 2 9 b) Maintenance work applicable to the Engineer room Department will be performed as directed by the supervising officer

## 2.10 Hours of Work and Overtime for Employees in the Deck and Engineer room 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 (½) 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 (8½) 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 Engineer room 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

## 2.11 Leave

- 2 11 a) Leave shall be granted to employees governed by this agreement, except those employed on board laid-upships
- 2 11 b) Where a twelve (12) hour work day applies, the leave basis for deck and engineroom 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 ½) hour work week

## 2.12 Penalty Payment - Work of a Dirty Nature

- 2.12 a) A premium of \$15 37 per hour, calculated in one-half hour increments, shall be paid to employees, in addition to their regular pay, for carrying out only the following work:
- i) When cleaning the crankcase and air boxes of main engines
  - ii) When working on main engines or generator engines within two hours of the engines' shutdown. (When two hours has elapsed since shutdown then premium rates will cease to be paid). Such engine must have been in full operation for a period of not less than one hour prior to shutdown. The phrase "working on main engines or generator engines" is deemed to include the exhaust systems of said engines
  - iii) When cleaning the fire side and tubes of boilers
  - iv) When cleaning the exhaust ports of main engines and/or generators
  - v) When working on sanitary systems, cleaning choked water closets and urinal bowls and/or choked water-closet and urinal waste lines
  - vi) When required to work in spaces below engine room floor plates (whole body must be below floor plates)
  - vii) When required to work in confined spaces as defined in the Canada Labour Code or Regulations issued pursuant to
  - viii) When required to work in spaces that cause the employee to come in direct and other than incidental contact with protective coatings that are transferable to the employee's clothing or person upon contact (e.g. grease).
  - ix) When required to participate in the cleanup of major spills involving oil or dangerous substances
  - x) When required to clean or replace lube oil filters, clean oil purifiers and when required to open and work inside the oily water separator
  - xi) When required to do generator change-out

The \$15 37 per hour premium will be increased by the average percentage increase of the general wage increase and such percentage increase will be effective on the respective date of the general increase Effective:

October 1, 2008	\$ 15 83 per hour (3%)
October 1, 2009	\$ 16 31 per hour (3%)
October 1, 2010	"me too" wage increase %

2 12 b) The penalty **rate** will **be** calculated on the basis of one hour minimum **with** all work of a dirty nature performed thereafter calculated in one-half (½) hour increments for the **duration** of the watch.

## 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 six hundred **dollars** (\$600 00) and, **subject** to satisfactory proof of loss, **an** additional payment not to exceed six **hundred** dollars (\$600 00) **Maximum** compensation shall be one thousand two hundred dollars (\$1,200 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"] the full **cost** of the **Group** Insurance, Weekly Indemnity, **Long Term** Disability, Dental and Extended Health Benefits portion of the Plan

### 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 L T D 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 L T D 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;

- 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 doctor's 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) SIU Trustee. The Company Trustees shall only have an equal vote to that of the Union Trustees

NOTE: Any rebate of E.I. 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 ½%**) of his earned basic monthly salary upon completion of three (**3**) months continuous **service**. The employee may contribute on a voluntary basis
- iii) Portable within the Industry employers represented by C M C. and no waiting **period** for a plan **participant** when changing employers
- 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

## 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 **■c**) Any employee covered by this Agreement shall have the option **of** converting overtime into time off In lieu, **subject to**:
  - i) Making an election on January 1 and July 1 **of** each year to **convert** all or any part of said overtime
  - i) 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

## 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

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) The following work schedules applicable to the position of Cook onboard Company owned vessels reflect and representative work demands for each of the vessels:

Regular Duties	
<u>Carrier Princess</u>	<u>Princess Superior</u>
<u>Straight Time Hours</u>	<u>Straight Time Hours</u>
0430 – 1300 8 5 hours	0430 – 0700 2 5 hours
1500 – 1830 3 5 hours	0800 – 1300 5 0 hours
	1430 – 1900 4 5 hours
<u>Overtime Hours</u>	<u>Overtime Hours</u>
1830 – 1900 0 5 hours	1900 – 1930 0 5 hours

- 4 1 d) 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 e) 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 f) It is agreed that the above overtime will be paid without submission of an overtime sheet
- 4 1 g) It is further agreed that no additional overtime claims are to be considered unless there are extenuating and/or unforeseen circumstances"

## ARTICLE 5

### 5.1 Duties of A.B.

- 5 1 a) **An A B** shall be required to perform the necessary and customary duties of the Deck Department. These shall include duties of helmsman, winchman, lookoutman, 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 him by his supervising officer. Customary duties are those relating to the business of the company and all ship board operations
- 5 1 b) Relieving Helmsman: The Deck Officer may relieve the Helmsman on vessels
- 5 1 c) 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 helmsman

## **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) On continuously operating vessels, which employ three (3) AB's, the practice of receiving overtime Compensation without an overtime sheet, shall continue
- i) Each AB shall receive forty five (45) minutes at the double time rate, per full day worked
  - ii) The "nightman" 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
  - iii) **Because** of this compensation, it is agreed that:
    - a) **Unlicensed** employees of the Deck Department involved in such three person arrangement will not be eligible to claim for overtime under Article 2, Clause 10 8 Hours of Work and Overtime
    - b) Overtime claims will only be made in the event of extenuating and unusual circumstances"

## **ARTICLE 6**

### **6.1 Engineroom Gear**

- 6.1 a) 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.
- 7.1 c) The following concepts shall govern ~~he~~ 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 (\$15000) for a **DOT** 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) Cook-Deckhands - In order to improve the cooking skills of Cook-Deckhands, **the** Company **shall** arrange from time to time to send employees on cooking courses sponsored by Canada Manpower, 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 pay day entitlement) while the employee is attending the course, **this** amount to be reduced by the amount of the grant allowed by Canada Manpower, if any. The rate of pay to be determined as follows:
    - a) One-half **(1/2)** of the daily rate times 7/5).
- 7.1 d) 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.
- 7.1 e) **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*

8.1 a) 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, 2008 and shall remain in effect until **September 30, 2011**, and thereafter subject to one hundred twenty (120) days' notice in writing from either party of **it's** desire to revise, **amend**, or **terminate** same, which notice may be given any time after May 31st, 2011

The Company offers the following changes to the term and monetary package provided within Agreement:

- 1) Term: Three (3) year Agreement to commence October 1, 2008 and expire September 30, 2011
- 2) **Wage** adjustments to be effective in accordance with:

<b>October 1, 2008</b>	<b>3%</b>
<b>October 1, 2009</b>	<b>3%</b>
<b>October 1, 2010</b>	"me too" (based on Seaspan Guild/ILWU 2010 negotiations)
- 3) Retroactive wage payments to be made within thirty (30) days of Union notice **of** ratification of this Memorandum. Retroactivity will be from October 1, 2008 and will **be paid by a separate** cheque no later than thirty (30) days from date of ratification
- 4) Union Half Hiring Fund shall be in accordance with Appendix "B"

## 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:

- Mealtimes
- Notice of schedule change
- Review of Shift Vessel **LOU**



SIGNED AT DELTA, B C THIS 28 DAY OF AUGUST 2009

Seaspan Coastal Intermodal Company

Seafarers' International Union of Canada

[Signature]

Managing Director, SCIE

[Signature]  
Mr. Michel Desjardins  
Executive Vice President, SIU

[Signature]  
Mr. [Name], Labour Relations, WMG

AUGUST 28, 2009  
Date

Sept. 2009  
Date

# APPENDIX "A"

## RATES OF PAY

### Effective October 1, 2008

Hourly rate will be increase by 3%

<u>Position</u>	<u>Monthly</u>		<u>Hourly</u>	<u>Double Time</u>
Able Seaman	\$4,752 82	\$156 24	\$29.17	\$58 34
Mechanical Assistant	\$4,791 15	\$157 50	\$29 40	\$58 80
Cook	\$4,886 36	\$160 63	\$29 98	\$59 96
Steward/Storekeeper	\$4,590 68	\$150 91	\$28 17	\$56 34

### Effective October 1, 2009

Hourly rate will be increased by 3%

<u>Position</u>	<u>Monthly</u>	<u>Daily</u>	<u>Hourly</u>	<u>Double Time</u>
Able Seaman	\$4,895 49	\$160 93	\$30.04	\$60 08
Mechanical Assistant	\$4,934 12	\$162 20	\$30 28	\$60 56
Cook	\$5,032 99	\$165 45	\$30 88	\$61 76
Steward/Storekeeper	\$4,732 44	\$155 57	\$29 04	\$58 05

### Effective October 1, 2010

"me too" (based on Seaspan Guild/ILWU 2010 negotiations)

## APPENDIX "B"

### ***UNION HIRING FUND***

The Company agrees that the current SIU Hiring Hall Fund of \$1 40 per employee per payroll day shall continue

### ***Letter of Understanding – Current Vessels***

For the current continuously operating vessels (Carrier Princess and Princess Superior) it is not the Company's intention to change the established operational schedule of continuously crewed during the week with a shift on weekends, however if circumstances require either or both of these vessels to become shift vessels on a continued basis, the Company will provide thirty (30) days notice

### ***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 vessels" shall mean vessels where unlicensed personnel are required to work on daily shifts of a minimum eight (8) consecutive hours or more, provided that such personnel shall be free of the vessel during off shift hours.

Where applicable unlicensed personnel to be given equal opportunity to work day, afternoon and night 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

In the event that it is necessary to cancel a regular shift, at least eight (8) hours 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 \$17.88 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

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 4.93 days leave



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