

COLLECTIVE AGREEMENT

between

SEASPAN FERRIES CORPORATION

(Hereinafter referred to as "The Company")

and

**UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING, ENERGY,
ALLIED INDUSTRIAL AND SERVICE WORKERS INTERNATIONAL UNION
(UNITED STEELWORKERS)
(TRANSPORTATION COMMUNICATIONS NATIONAL AMALGAMATED,
LOCAL 1976)**

(Hereinafter referred to as "The Union")

Term of Agreement

January 1, 2021 – December 31, 2024

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PREAMBLE

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

ARTICLE 1 – DEFINITIONS

- 1.01 **Absent on Leave** means absence on account of annual vacation, sickness or authorized leave of absence.
- 1.02 **Work Week** for regularly assigned employees means a week beginning on Monday and ending on Friday. For unassigned employees means a period of seven consecutive days starting on Monday.

ARTICLE 2 – RECOGNITION

- 2.01 The Company recognizes the Union as the sole bargaining agent for the employees in the bargaining unit for the purposes of collective bargaining with respect to rates of pay, hours of work and conditions of employment.
- 2.02 The Union recognizes that the management and operation of the Company and direction of the workforce relative to the management and operation of the Company is vested exclusively in the Company subject to the express terms of this collective agreement.
- 2.03 **The Union recognizes that the Company retains its management rights which include the right to hire, suspend, discharge employees for cause, direct the crew, determine qualifications, promote or lay off employees.**
- 2.04 No employee covered by this Agreement will be required or permitted to make a written or oral agreement with the Company which conflicts with the express terms of this Agreement.

ARTICLE 3 – DESCRIPTION OF BARGAINING UNIT

- 3.01 All terminal tenders and sliptenders employed at 7700 Hopcott Road, Delta, B.C., and all truckers, labourers and elevator operators employed at 180 Front Street, **and #2 – 850 Jackson Road** Nanaimo, B.C. by Seaspan Ferries Corporation.

- 3.02 Should the Company establish new operations within the Regional District of Nanaimo (RDN), outside of that identified in 3.01 above, the description of the bargaining unit will be amended to include the new site within the RDN.

ARTICLE 4 – PROBATION

- 4.01 An employee shall acquire seniority as of his/her date of employment with the Company provided that he/she has completed sixty-five (65) days' or five hundred twenty (520) hours of service.

During the probationary period, the employee's work performance and attitude will be monitored and assessed. If work performance and/or attitude is found to be unsatisfactory or unsuitable during the probationary period then, upon written request, the Union and the employee shall be provided with the reasons for discharge.

ARTICLE 5 – RATES OF PAY

- 5.01 Basic rates of pay for positions covered by this agreement are per Schedule "A" appended to this agreement.
- 5.02 Additional classifications may be established by the Company from time to time. The rates for same shall be subject to negotiation between the Company and the Union. If the parties are unable to agree upon a rate of pay for the new classification, the dispute may be subject to the grievance procedure.

ARTICLE 6 – HOURS OF WORK

- 6.01 Where the Company has established continuous twenty-four hour a day operations with continuous shifts, the regular workday will consist of eight (8) consecutive hours.
- 6.02 In weekend periods where operations are not continuous, the Company may establish shifts that provide for a designated, unpaid meal period of either one-half hour or one hours' duration.
- 6.03 The current meal practice in effect shall continue until otherwise agreed between the Parties.
- 6.04 On continuous shifts twenty (20) minutes will be allowed for a meal without deduction in pay at a time that will not unduly affect the Company's operations.
- 6.05 Where a designated, unpaid meal period is provided, the meal period shall be after the fourth hour and before the sixth hour after starting work.

6.06 **Shift Differential**

Employees whose regular, assigned workday commences between 1400 and 2159 hours shall receive a shift differential of fifty cents (\$.50) per hour. Employees whose regular, assigned workday commences between 2200 and 0559 hours shall receive a shift differential of sixty cents (\$.60) per hour. The overtime rate shall not be calculated on the shift differential; nor shall the shift differential be paid for paid absence from duty such as for annual vacation, recognized holidays and the like.

6.07 Where work is required by the Company to be performed on a day which is not part of any assignment, it may be performed by an available unassigned employee who will otherwise not have forty (40) hours of work that week; in all other cases, by the regular employee.

6.08 Subject to the exceptions set forth in this Article, any employee reporting for work shall receive a minimum of four (4) hours pay at his regular straight-time rate of wages provided that, if four (4) hours is not available at his regular job, he shall perform such other work as may be assigned to him to qualify for such pay.

6.09 **Loss of Wages in Emergent Situations**

All employees are expected to make every effort to report for work on time, notwithstanding weather conditions. In circumstances where appropriate municipal authorities have required the public to leave their motor vehicles at home and local, public transport is not operating, the following will apply:

- a. Employees who arrive late for their assignments but report prior to the mid-point of their assigned tour of duty, will be paid for the day.
- b. Employees who report after mid-point of their tour of duty will be paid one-half day.

6.10 Hours of service shall not be changed without thirty-six (36) hours' notice. When circumstances do not permit thirty-six (36) hours' notice of change, every effort will be made to discuss such change of shift with the local Shop Steward or other person designated by the Union. No permanent change will be made without mutual consent between the Company and the Union.

6.11 Where the exigencies of the service permit, the Company will make every effort to make the starting of time of an employee's regular, assigned shift the same on all days of the employee's work week. This clause does not apply to relief positions or other positions worked by unassigned employees.

- 6.12 If a designated meal period is not afforded within the allowed or agreed time and it is worked, the affected employee will be compensated for the time worked during the meal period at straight-time rates of pay and allowed twenty minutes with pay in which to eat after the completion of their extra assignment.
- 6.13 Employees required to work less than two hours beyond their assigned hours of service shall be allowed twenty (20) minutes with pay in which to eat after completion of their extra assignment. Employees required to work more than two (2) hours beyond their assigned hours of service shall be allowed twenty (20) minutes with pay in which to eat prior to commencing their extra assignment.

ARTICLE 7 – OVERTIME

- 7.01 **Daily Overtime**: For the purpose of this Article, overtime is paid to an employee for approved time worked outside of or in excess of regularly scheduled hours for the day at the rate of time and one-half (1.5X) the regular rate of pay for the first three hours worked in any one day and double time (2.0X) for all hours worked thereafter in any one day.
- 7.02 Time worked in excess of eight (8) hours and continuous with the employee's regular shift shall be considered overtime and be calculated and paid in fifteen (15) minute increments.
- 7.03 **Weekly Overtime**: Overtime is paid to an employee for approved time worked in excess of forty (40) hours in any week at the rate of time and one-half (1.5X) for all hours up to forty-eight (48) and double time (2.0X) for all hours worked thereafter in any week subject to the provisions of the Hours of Work Regulations issued pursuant to the Employment Standards Act of B.C.
- 7.04 Employees notified or called to perform work not continuous with, before or after, their regular work period shall be paid for a minimum of three (3) hours at the rate of time and one-half (1.5X) and, if held on duty in excess of three hours, overtime shall be calculated and paid in fifteen (15) minute increments.
- 7.05 Overtime of three (3) hours or less continuous with regular shifts will be made available to qualified employees working on the shift. Work in excess of three hours as provided for in this Article will first be made available to unassigned employees who do not qualify for overtime rates of pay. If none available, this work will be offered to employees under the overtime provisions in accordance with Article 7.08 subject to the Hours of Work Regulations issued pursuant to the provisions of the Employment Standards Act of B.C.
- 7.06 Shift changes at the request of an employee or as a result of an exchange of shifts between employees, as approved by the Company, shall not result in any overtime payment by the Company.

- 7.07 (a) Except as expressly provided in this Agreement, there shall be no pyramiding of overtime benefits.
- (b) The shift differential shall not be included either in the calculation of overtime or for paid absence from duty.
- 7.08 The Parties agree that available overtime will be distributed in an equitable manner, subject to the Hours of Work Regulations issued pursuant to the Employment Standards Act of B.C., to those employees interested in performing the work. It is understood and agreed that there may be times when overtime is required.
- 7.09 All overtime earned shall be shown as a separate item on the pay slips of employees.
- 7.10 a) Employees may elect time off for overtime worked in lieu of payment. A maximum of thirty-two (32) hours overtime may be accumulated at any given time for the purposes of time off. While the accumulation and taking of time off in lieu of payment at the overtime rate must be agreed to between supervisors and employees, the final determination will be at the discretion of the supervisors according to the requirements and the exigencies of the service.
- b) An employee who accumulates overtime to be taken as time off may later elect to be paid for such overtime rather than take it as time off, if mutually arranged between the Company and the employee.
- c) All accumulated, banked overtime will be paid out to each employee yearly in pay period 26.

ARTICLE 8 – ASSIGNED REST DAYS

- 8.01 Employees shall be assigned two rest days in each seven. The rest days shall be consecutive as far as is possible consistent with the establishment of regular relief assignments and the avoidance of working an employee on an assigned rest day. Preference shall be given to Saturday and Sunday and then to Sunday and Monday. The work weeks may be staggered in accordance with the Company's operational requirements.
- 8.02 In any dispute as to the necessity of departing from the pattern of two consecutive rest days or for granting rest days other than Saturday and Sunday or Sunday and Monday, it shall be incumbent on the Company to show that such departure is necessary to meet operational requirements and that otherwise additional relief service or working an employee on an assigned rest day would be involved.

ARTICLE 9 – GENERAL HOLIDAYS

9.01 An employee who qualifies in accordance with Article 9.02 of this article shall be granted a holiday with pay on each of the following general holidays. When a general holiday falls on an employee's rest day, such holiday shall be moved to the normal working day immediately following the employee's rest day.

New Year's Day
Family Day
Good Friday
Easter Monday
Victoria Day
Canada Day
Civic Day (first Monday in August)
Labour Day
Thanksgiving Day
Remembrance Day
Christmas Day
Boxing Day
Truth and Reconciliation Day

If the Government of Canada designates Heritage Day or such other day as a general holiday, the day so designated by the Government shall be substituted for the first Monday in August.

9.02 To be eligible to receive pay for a general holiday, an employee must work his/her last scheduled shift immediately prior to the holiday and his first scheduled shift following the holiday.

The Company will waive the eligibility requirements above when the Company has approved the employee's absence from an eligibility shift, or, when the employee fails to satisfy the eligibility requirements because of a bona fide sickness or accident.

9.03 (a) Employees who work on a general holiday will receive one and one-half times (1.5X) his/her regular rate of wages for the actual hours worked on that holiday plus an additional day off with pay in lieu of working the holiday.

(b) Compensation for employees who do not work on a general holiday will be one day's pay. For those employees who do not work a forty (40) hour week, compensation will be calculated on the average hours worked in the fourteen (14) day period immediately prior to the general holiday.

9.04 A employee whose vacation period coincides with any of the general holidays specified in Article 9.01 shall receive an extra day of vacation with pay, provided they qualify for at least eight (8) hours pay pursuant to Article 9.03 (b).

- 9.05 Shifts commencing between 12:00 midnight on the eve of the general holiday and 11:59 p.m. on the night of the general holiday, both times inclusive, shall be considered as work on that holiday.
- 9.06 Employees may elect time off for work performed on a general holiday in lieu of payment at time and one-half (1.5X) on the same basis and conditions as contained in Article 7.10.

ARTICLE 10 – ANNUAL VACATIONS

10.01 Employees are entitled to annual vacation days and pay according to their completed years of service, calculated from their date of hire, as follows:

<u>Completed Years of Service</u>	<u>Vacation Time</u>	<u>Vacation Pay</u>
Less than one (1) year	One day per month to a maximum of ten (10) days	4%
One (1) but less than two (2)	Ten (10) days	4%
Two (2) but less than eight (8)	Fifteen (15) days	6%
Eight (8) but less than fifteen (15)	Twenty (20) days	8%
Fifteen (15) but less than Twenty-two (22)	Twenty-five (25) days	10%
Twenty-two (22) or more	Thirty (30) days	12%

10.02 Annual vacation pay shall be calculated as a percentage of the employee’s gross earnings from the preceding year.

10.03 Employees who do not work at least fifteen hundred (1,500) hours in the preceding year will be eligible to be paid the applicable percentage of the greater of their gross earnings or their regular wages. These employees will not be required to take their earned vacation time.

10.04 In the application of Clause 10.03, an employee on non-compensated Leave of Absence will only receive the appropriate percentage of their gross salary.

ARTICLE 11 – SEVERANCE PAY

- 11.01 Employees who are laid-off because of a partial or complete shutdown of the Company's operations will be entitled to severance pay.
- 11.02 Severance pay credits will be calculated and paid as follows:
- ◆ One (1) week's pay for each of the first seven (7) years of service, plus,
 - ◆ Two and one-quarter (2.25) weeks' pay for each of the eighth (8th) and subsequent years of service.
- 11.03 An employee may elect to use severance pay credits to top-up their weekly Employment Insurance benefits up to a maximum of 25% of their weekly Employment Insurance benefit. If the laid-off employee subsequently chooses to sever their employment relationship, any credits used to top-up their Employment Insurance benefits will be deducted from the credits calculated under Clause 11.02.
- 11.04 An employee who utilizes the top-up provisions of Article 11.03 and subsequently returns to work, prior to fully utilizing their severance pay credits, will have their full severance pay credits re-established if they complete the next two years of service without further interruption.
- 11.05 A laid-off employee who chooses to sever their employment relationship will be entitled to career counselling including placement assistance, job search assistance and resume preparation to a maximum of sixty (60) days. The ultimate goal of such counselling is to assist the laid-off employee in finding permanent employment opportunities.
- 11.06 If the Company chooses to relocate a laid-off employee from Vancouver Island to the Lower Mainland or vice-versa to a position covered by this collective agreement, the Company will reimburse reasonable expenses associated with such relocation including transportation of household effects, real estate fees incurred in sale of their primary residence and living expenses at the new location for the lesser period of six weeks or until the employee secures accommodation at the new location.
- 11.07 An employee on indefinite lay-off, who has been employed for less than two (2) months in the prior twelve months shall have the option of collecting severance pay. For the purposes of this clause, an employee is not considered to be laid-off during any absence due to sickness, injury, disciplinary action or other approved leave.
- 11.08 Employees who receive severance pay will forfeit any right of recall with the Company.

ARTICLE 12 – TECHNOLOGICAL CHANGE (New and Re-Number Articles)

12.01 Employees discharged, laid off or displaced from their regular job because of mechanization, technological change or automation shall be entitled to severance pay as per Article 11 above.

12.02 Should the Company purport to implement any technological change, the parties will meet within 45 days of notification to attempt to resolve any disagreements arising from that purported technological change. The parties will discuss:

- a) Whether the technological change provisions of the collective agreement apply;**
- b) If so, the manner in which those provisions apply, including:
 - a. Identification of effected employees and classifications;**
 - b. Calculation of amounts owed under the collective agreement; and**
 - c. Identification of the scope of the impact of the technological change, including identifying what bargaining unit work, if any, remains after the implementation of the technological change;****
- c) Any issues that may arise from the Company's obligations under the *British Columbia Labour Relation Code*, Section 54 of the Code; and**
- d) Any other issues relating to the purported technological change and which arise from the parties' rights and responsibilities under the collective agreement or Code.**

Should the parties fail to resolve some or all of the above issues, such disputes will be referred to a third party adjudicator jointly chosen by the parties. The adjudicator will first attempt to mediate a consensual resolution of the outstanding issues. Failing a mediated resolution, the adjudicator will arbitrate the outstanding issues on an expedited basis and issue a bottom line decision within 14 days / 2 weeks. Full written decision with reasons, to follow within sixty (60) calendar days. The adjudicator will retain jurisdiction to resolve any issues arising out of the interpretation, application, or enforcement of the adjudicator's decision. The parties agree that the adjudicator's decision is final and binding.

ARTICLE 13 – EMPLOYEE BENEFIT PLAN

13.01 The Dental Plan, shall be that plan agreed between the Company and the Union. Effective November 1, 2010 the annual maximum will be increased to \$2,500.00

13.02 The Extended Health and Vision Care Plan shall be that plan agreed between the Company and the Union. The Maximum Lifetime Benefits will be \$100,000.00. per person for eligible employees and their dependents. The maximum amount for chargeable expenses for vision care will be \$350.00 in any twelve (12) month period for persons under the age of eighteen (18) and in any twenty-four (24) month period for persons aged eighteen (18) and over. Eye exams – seventy-five dollars (\$75.00) per person per two (2) calendar years.

13.03 The Short-term Disability (Weekly Indemnity) Plan will provide, for claims which originate on or after the following dates, a benefit as follows:

Weekly Base Pay

Employees earning more than \$120.01 weekly

Disability Benefit

70% of weekly base pay up to a maximum benefit of

Effective January 1, 2013 - \$635.00

An employee will become eligible for Weekly Indemnity on the first day of the calendar month next following the date on which he/she completes 60 days of service. Disability benefits for a disability due to accident begin on the first day of disability. Disability benefits for a disability due to sickness begin on the fourth day of disability. If an eligible employee is hospitalized during the period of disability for which the claim is being made, disability benefits will begin on the first day.

Eligibility for such coverage will cease on the date the employee's service with the Company terminates.

The Maximum Indemnity Period is twenty-six (26) weeks for any one period of disability.

13.04 The Company will provide group life insurance and ADD coverage of \$73,000 to qualified employees.

13.05 **Life Insurance Upon Retirement**

An employee who retires from the service of the Company will, provided that they are fifty-five years of age or over and have not less than ten years' cumulative compensated service, be entitled upon retirement to a seven thousand dollars (\$7,000) life insurance policy, fully paid-up by the Company.

13.06 **Employee Family Assistance Program**

The Company has established an Employee Family Assistance Program (EFAP) that is available to employees covered by this collective agreement.

13.07 **Group RRSP Contribution Plan**

The Company will participate in the USW District 3 Group RRSP to which employees will contribute a minimum of 6.2% of their gross salary. The Company will make contributions to the plan to a maximum of 8.5% effective September 1, 2005.

The plan sponsor of the Group RRSP is USW District 3 and the plan name is the USW District 3 Group RRSP. The Company is a participant of the plan whose sole responsibility is to make contributions to the plan on behalf of its Employees as outlined above. CUMIS, a division of Co-operators Life Insurance Company, will be the plan administrator and will provide members education and diversified investment choices. The administrator can only be changed through the plan sponsor.

No Employee will be allowed to withdraw or transfer any required employee and/or employer contributions from his/her individual RRSP account unless they are terminated, retire, become disabled from doing any work, or qualify for a withdrawal under the Government of Canada's Home Buyers Plan or Life Long Learning Plan programs. Voluntary contributions an Employee makes that are in addition to their required contributions, but which are not matched by the Employer, are allowed to be withdrawn or transferred at any time, subject to any fees applicable in the Plan.

13.08 **Medical Services Plan**

Eligible participating employees will have their Medical Service Plan (MSP) premiums paid for by the Company by way of an equalization payment matching the amount deducted from the employee's wages for MSP premiums.

13.09 **Long Term Disability Plan**

Upon acceptance of the employees into the **USW Local 1976 Employee Life Health & Trust**, employees will be required to participate in this plan. The Company's sole responsibility will be to deduct and remit the premiums to the Union.

13.10 **The Company shall continue to provide the same, or equivalent, group insurance and health and welfare plans as are in effect with policy number (ADD NUMBER), regardless of the insurance carrier. Coverage is subject to**

the terms and conditions of the plans as set out in the insurance policies and/or plan booklets. Copies of the plan booklets will be made available to employees and the Union. A copy of the policies of the plans will be made available to the Union upon its request.

ARTICLE 14 – CONTRACTING OUT

- 14.01 The Company agrees not to contract out bargaining unit work presently and normally performed by employees in the bargaining unit.
- 14.02 The Union agrees to work on non-bargaining unit work or non-traditional work with the employees of and on materials supplied by outside contractors.
- 14.03 It is agreed that the Company and the Union will meet to discuss bargaining unit employees performing the above-mentioned work if bargaining unit employees are on layoff.

ARTICLE 15 – JOB POSTING AND SENIORITY GROUPS

- 15.01 It is agreed that, for the purpose of job posting, separate seniority lists will be maintained for employees at the Nanaimo and Delta, B.C. terminals.
- 15.02 A laid-off employee may exercise his service seniority at either of the terminal locations by applying for posted vacancies as they occur.
- 15.03 All new positions and vacancies of a known duration of more than sixty (60) calendar days shall be promptly posted for a period of ten (10) working days in the seniority group where they occur.
- 15.04 Vacant positions will be filled by the most senior applicant.
- 15.05 Where more than one vacancy or new position is posted at the same time, employees shall have the right to bid on any or all postings and state their preference.
- 15.06 An employee absent on leave when a vacancy occurs shall not be barred from claiming a position and receiving the appointment, if entitled to it, providing such claim is made within seven (7) calendar days from their return to work.
- 15.07 Postings shall show hours of work, regular assigned rest days, name of previous incumbent (if applicable) and, if temporary, the approximate duration. Temporary positions or vacancies of less than sixty (60) days shall be offered to the senior employee desiring such vacancy.

ARTICLE 16 – BEREAVEMENT LEAVE

16.01 Upon the death of an employee's spouse (including common-law spouse), child parent, brother, sister, grandparent, grandchild, step-parent, step-brother, step-sister, father-in-law or mother-in-law, the employee shall be entitled to four (4) days' bereavement leave without loss of pay.

ARTICLE 17 – SENIORITY

- 17.01 a. The Company recognizes that job opportunity and seniority should increase according to length of service.
- b. Seniority shall be maintained and accumulate during absence due to:
- ◆ Lay-off
 - ◆ Illness or non-compensable accident covered by approved leave of absence or weekly indemnity benefits
 - ◆ Authorized leave of absence
 - ◆ Absence from employment on approved Union business; and
 - ◆ Compensable illness or accident covered by WCB wage loss benefits.
- c. Seniority will be lost if an employee
- ◆ Voluntarily leaves the employ of the Company
 - ◆ Is discharged for just cause
 - ◆ Is not recalled from lay-off for two (2) years
- d. The Company shall prepare seniority lists and post them every six (6) months. These lists will commence with the most senior employee and carry downwards to the most junior employee providing employee's name and their date of hire.
- e. In the event at a reduction in the regular workforce is deemed necessary, the Company will first lay-off the employee with the least seniority.
- f. Laid-off employees shall be recalled in order of seniority.

ARTICLE 18 – LEAVES OF ABSENCE

In addition to statutory leave provisions under the B.C. Employment Standards Act, employees may be entitled to the following leaves:

18.01 Jury Duty

- a. If an employee is summonsed or subpoenaed for Jury Selection, Jury Duty, or as a Crown Witness in a Provincial or Supreme Court proceeding, the Company will grant the employee leave of absence and will pay the

difference between the straight time hourly rate and the monies received for Jury Duty.

- b. An employee discharged from such duty before the end of his regularly scheduled shift shall contact the Company and advise the Company of his discharge from duty. The employee may be required to report to his shift upon his discharge from duty.
- c. An employee who reports for Jury Duty, Jury Selection or as a Crown Witness pursuant to a Summons from the Court, shall be deemed to be on a scheduled shift while so engaged by the Court.
- d. 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.

18.02 Leave of absence shall not be granted for the purpose of engaging in work outside Company service, except in cases involving sickness or other exceptional circumstances, subject to mutual agreement.

18.03 **Union Leave**

The Company shall grant leave of absence(s), to employees who are elected as representatives to attend Union meetings, Union Education, Union conventions, etc. in order that they may carry out their duties on behalf of the Union. With respect to any leave of absence granted, in this section the Employer shall continue to pay each employee(s) their regular wages and benefits, then invoice the Union for all such wages and benefits. The Union shall reimburse the Employer in the amount invoiced as soon as possible but not less than thirty (30) days from the receiving the invoice.

Only one (1) employee will be granted leave from any location of the Company at the same time. A second employee will be allowed a leave of absence if it does not interfere with the Company's operation.

ARTICLE 19 - GRIEVANCE PROCEDURE

19.01 **Definition and Recognition of a Grievance**

- (a) Any complaint, disagreement or difference of opinion between the Parties respecting the interpretation, application, operation or alleged violation of this Collective Agreement, including any dispute with regard to discipline or discharge, shall be considered to be a grievance.
- (b) Any such complaint, disagreement or difference of opinion will be recognized as a grievance by following the grievance procedure.

19.02 **GRIEVANCE & ARBITRATION PROCEDURE**

A. **Grievance Procedure**

(a) **Informal Step:**

As an informal step, the employee is encouraged to make an earnest effort to resolve the grievance directly with his immediate supervisor. At his option, the Shop Steward may accompany the employee.

(b) **Step One:**

At this step, notice in writing of the grievance must be filed with the employee's immediate supervisor within ten (10) working days after the occurrence of the alleged grievance or the date on which the employee first has knowledge of it.

The notice in writing shall briefly but clearly describe the nature of the incident or occurrence which gave rise to the grievance and it shall clearly state the provision of the Agreement which has been violated.

Any meeting between the Parties at this step must involve the employee, his Shop Steward and the Manager, Terminal Operations or other designated management representative.

The Company's representative must answer the grievance in writing within twenty-eight (28) days.

(c) **Step Two:**

In the event that a resolution of the grievance, satisfactory to both the Union and the Company, does not result at Step One, the Union may advance the grievance to this Step Two.

A grievance so progressed shall be submitted to the General Manager or his designate within twenty-eight (28) days of the receipt of the Step One decision.

The General Manager will, within twenty-eight (28) days, meet with the grievor and a Union Representative in a final attempt to resolve the grievance.

The General Manager will render the Company's decision, in writing, to the Union within seven (7) days following the meeting.

If the decision of the General Manager does not resolve the grievance, the grievance may be referred to Arbitration within twenty-eight (28) days following receipt of the decision.

- (d) Where it is alleged that an employee has been discharged without just cause, the grievance procedure will commence at Step Two.

B. Arbitration Procedure

- (a) Within ten (10) calendar days of the grievance being referred to arbitration, the Company and the Union shall endeavour to agree upon the selection of an acceptable Arbitrator to hear and render a decision on the matter(s) in dispute.
- (b) If the Parties are unable to agree upon the selection of an Arbitrator, the Parties will, within ten (10) calendar days of the date of their failure to reach agreement, apply to the Minister of Labour, pursuant to the applicable provisions of the for the appointment of an Arbitrator.
- (c) Once an Arbitrator has been selected or appointed, the Arbitrator shall convene a hearing, consider the submissions of the Parties and render his/her final and binding decision in writing to the Parties.
- (d) Each Party shall bear the costs of their own expenses with respect to the arbitration proceedings. The expenses of the Arbitrator will be shared equally between the Parties.
- (e) The decision of the Arbitrator shall not, in any case, add to, subtract from, modify, rescind or disregard any provision of the Collective Agreement.
- (f) A claim by an employee that he/she has been unjustly discharged, suspended or laid-off may be settled by the Arbitrator either by confirming the decision of the Company or by reinstating the employee with or without compensation – full or partial – or such other settlement the Arbitrator deems appropriate.

19.03 The Parties may, upon mutual agreement, extend the time limits specified in this Article.

ARTICLE 20 – DEDUCTION OF UNION DUES and UNION SECURITY

- 20.01 a. The Company shall deduct, on the payroll for the pay period which contains the 24th day of the month, from wages due and payable to each employee subject to the provisions of this agreement, such dues, fees and assessments as prescribed by the Constitution of the Union. The Union will be required to advise the Company of any amendments to the prescribed dues, fees and assessments.
- b. The dues so deducted shall be remitted, along with a list of the names of employees from whom such deductions have been made, within four (4) weeks after the end of the month payable to:
United Steelworkers
Transportation Communications National Amalgamated Local 1976

2360 rue de Lasalle, Room 202
Montreal, Q. C. H1V 2L1

- c. The monthly remittance shall be accompanied by a statement showing the names of each employee from whose pay deductions have been made and the total amount deducted for the month.
- d. The Employer agrees to print the amount of total deductions paid by each employee for the previous calendar year on the employee's CCRA T4 Form.

20.02 All employees covered by this Agreement shall become and remain a member in good standing of the Union.

20.03 The Union agrees to indemnify the Company and save it harmless against any claims which may arise in complying with the provisions of this Article.

ARTICLE 21 – NO DISRUPTION OF WORK

21.01 The Union agrees that there will be no strikes or any other activity on the part of the Union or the employees which will hold, limit, disrupt, or interfere with the normal operation during the life of this agreement.

21.02 The Company agrees that there will be no lockout of employees during the life of this agreement.

ARTICLE 22 – GENERAL PROVISIONS

22.01 Printing of Agreement

The Company will undertake the responsibility for the printing of the Collective Agreement as may be required from time to time and will absorb the cost of such printing. This will include the cost of printing updated pages.

22.02 Personnel Files

Employees may inspect their personal files subject to the following:

- a) each employee may inspect his or her personal file no more than once per year;
- b) an employee wishing to inspect his or her personal file must so request in writing;
- c) each inspection will occur in the presence of a Company officer;

- d) no material may be removed or copied without the permission of the Company officer.

22.03 **Injured On Duty**

An employee prevented from completing a shift due to a bona-fide injury sustained while on duty will be paid for his/her full shift at straight time rates of pay, unless the employee receives Workers' Compensation benefits for the day of the injury in which case the employee will be paid the difference between such compensation and payment for their full shift.

22.04 **Method of Payment of Wages**

- a. Direct deposit will be mandatory.
- b. Where an employee is short-paid more than four hours, a special payment (a cheque or money order not subject to direct deposit) will be made to cover the shortage upon request.

22.05 **Training Allowance**

In circumstances where an employee is assigned by management to train another employee for a period of 30 minutes or more, the employee so assigned shall be allowed a payment of an additional 10% of his/her basic hourly rate of pay with a minimum payment in any instance based on one hour of training time. For the purposes of the allocation, training refers to those situations where an employee is assigned by management, under the direction of another employee for the purpose of instruction with respect to the duties of the position to which assigned.

22.06 **Discrimination and Harassment**

The Company agrees not to discriminate against any person for legitimate Union activity and agrees to abide with the B.C. Human Rights Code.

22.07 **Safety and Health Committee**

The makeup of the Safety and Health Committee and the frequency of their meetings shall continue to be in accordance with the applicable requirements of the **Workers' Compensation Act, Part II, Division 5**. The minutes of such meetings will be either posted or otherwise supplied to the employees covered by this collective agreement.

22.08 **Company Supplied Equipment**

- i. The Company will provide protective equipment in accordance with applicable regulations and suitable to the work to be performed.

- ii. The current practice of the Company supplying a Floater Coat not more than once each three years on an exchange basis and a pair of coveralls to those employees engaged in activities that would necessitate their wearing will continue.

iii. **Boot Allowance**

The Company will provide an allowance of one hundred 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 supplies.

- iv. **Rain Gear** Rain gear to be supplied by the Company every five (5) years.

22.09 **Union Representation**

- a) The Company acknowledges the right of the Union to appoint or otherwise select a Shop Steward for each site for the purpose of representing employees in handling complaints and grievances as per Article 18.
- b) The Company agrees to recognize shop Stewards as provided in writing from the Union.
- c) The Company will be notified by the Union of the names of the Shop Steward(s).
- d) When legitimate business of a Shop Steward or Occupational Health & Safety Committee Member requires such employees to leave their departments, the employee will first receive permission from their direct Manager or Supervisor. Such permission shall not be unreasonably withheld.
- e) The Company agrees that Stewards and Safety Committee Members will not suffer loss of pay for time spent in handling grievances and/or fulfilling the duties of their role as per a) and d) above.
- f) The Company agrees that employees will be entitled to have a Shop Steward or other union representative present at any disciplinary meeting and/or investigative meeting that may lead to disciplinary action against any member of the bargaining unit.

ARTICLE 23 - TERM OF AGREEMENT

23.01 This agreement will be effective **January 1, 2021** and shall remain in effect until **December 31, 2024** and thereafter, subject to 120 days advance notice in writing from either party to the other of desire to revise, amend or terminate it. Such notice may be served at any time after **October 1, 2024**.

23.02 The operation of Section 50 (2) & (3) of the Labour Relations Code of British Columbia is hereby excluded.

Signed at _____ this _____ day of _____, **2023**.

On Behalf of the Company

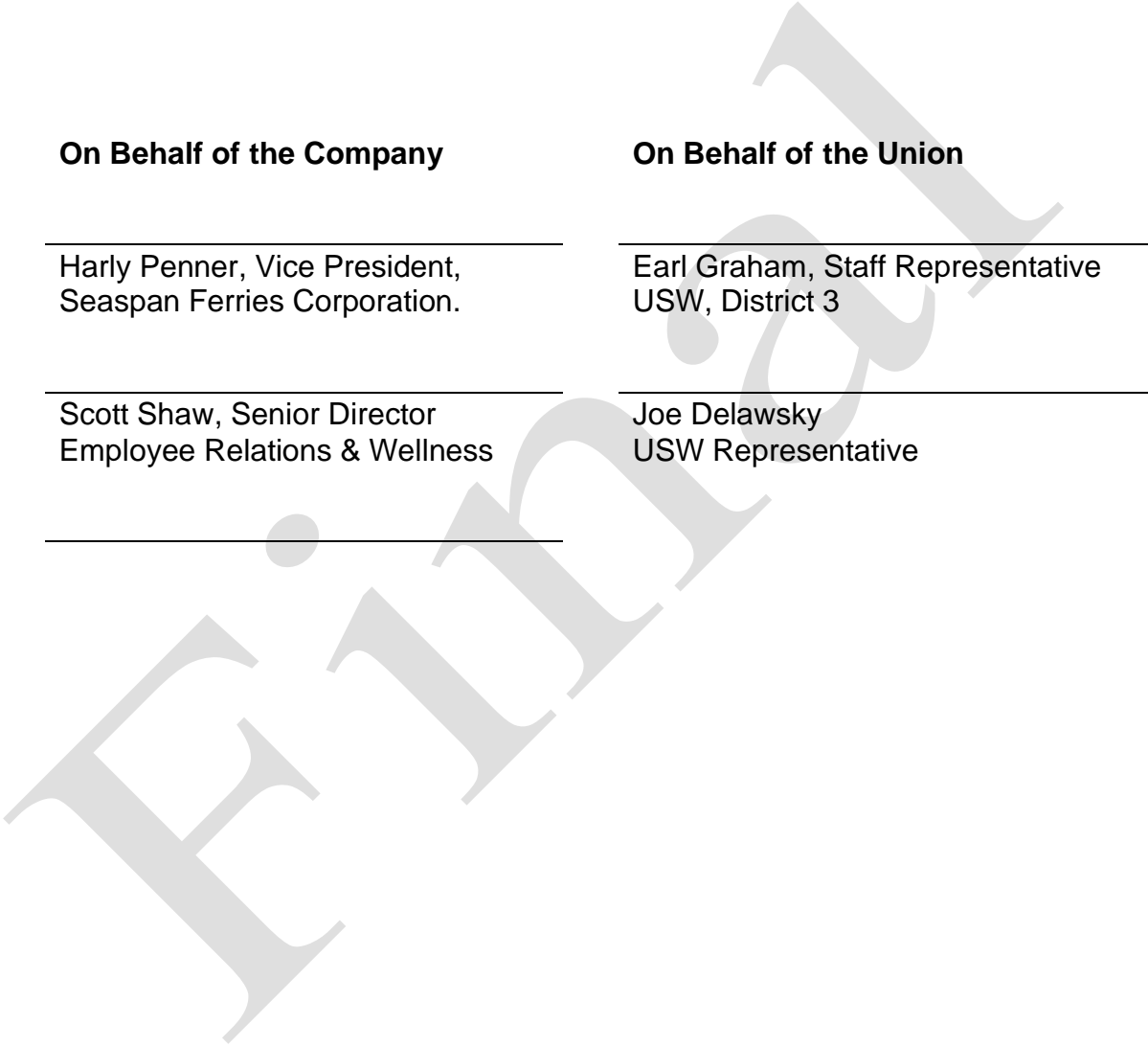
On Behalf of the Union

Harly Penner, Vice President,
Seaspan Ferries Corporation.

Earl Graham, Staff Representative
USW, District 3

Scott Shaw, Senior Director
Employee Relations & Wellness

Joe Delawsky
USW Representative



APPENDIX “A” – HOURLY WAGE SCHEDULE

	<u>Tilbury Terminal</u>	<u>Nanaimo Terminal</u>
January 1, 2020	\$ 28.589*	\$ 28.589*
Effective January 1, 2021 2%		
Terminal – Sliptenders	\$ 29.160	\$ 29.160
Effective January 1, 2022 5%		
Terminal – Sliptenders	\$ 30.618	\$ 30.618
Effective January 1, 2023 3%		
Terminal – Sliptenders	\$ 31.536	\$ 31.536
Effective January 1, 2024 2% or COLA* (to max of 3%)		
Terminal – Sliptenders	\$ 32.216*	\$ 32.261*

COLA

In the event the average annual all items Vancouver CPI exceeds 2.0% in the year prior to the contractual increase, the wages will be increased by the amount above 2.0% to a maximum of 3%.

(Example: If CPI = 2.3%, the wages will be increase by 2.3%)

CPI will be based on the rate as reported by Statistics Canada for the November prior to the applicable January rate increase. (i.e., for the January 1, 2019 increase, the CPI number used will be the one reported for Vancouver CPI, November 2018).

Greater of Wage increase or COLA, based on Vancouver CPI average for previous 12 months to Collective Agreement Date.