

MEMORANDUM OF AGREEMENT

FOR A RENEWAL

COLLECTIVE AGREEMENT

BETWEEN

SEASPAN FERRIES CORPORATION

(herein after referred to as "the Company")

AND

UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING, ENERGY,

ALLIED INDUSTRIAL AND SERVICE WORKERS' INTERNATIONAL UNION

(on behalf of LOCAL 1976 Division 3)

AFL CIO CLC

(herein after referred to as "the Union")

(Collectively referred to as "the Parties")

Dated May 30th 2023

WHEREAS the Parties have met to negotiate in good faith the terms and conditions to be included in a new collective agreement between them; and

WHEREAS the signatures to this Memorandum of Agreement have agreed to unanimously and individually recommend the terms and conditions contained herein to their respective principles for ratifications; and

WHEREAS the Parties have agreed that should either Party fail to confirm to the other in writing, on or before the end of the business day, June 30th 2023 that this agreement has been ratified by their respective principles, the terms and conditions contained herein shall be null and void and all offers of settlement shall be deemed to have been withdrawn;

THEREFORE the Parties have agreed to as follows;

HOUSEKEEPING

Ensure that all language is gender neutral.

ARTICLE 2.03 – RECOGNITION

Amend 2.03 to read:

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.

Re number current 2.03 to 2.04.

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 Seaspans 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 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.

ARTICLE 11 – SEVERANCE PAY

- 11.01 Employees ~~with two (2) or more years of service~~ 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 12 – EMPLOYEE BENEFIT PLAN

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.

12.07 Group RRSP Contribution Plan

~~The Company will establish a 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 7.5% effective September 1, 2004 and to a maximum of 8.5% effective September 1, 2005.~~

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.

12.09 Long Term Disability Plan

Upon acceptance of the employees into the ~~TC~~ **USW** Local 1976 **Employee Life Health & Trust** ~~USWA Long Term Disability Trust Fund~~, 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.

ARTICLE 17 – LEAVES OF ABSENCE

17.03 Union Leave

(New)

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.

~~Employees who have been elected or appointed by the Union to attend Union conventions or schools will be granted a leave of absence without pay for this purpose.~~ 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 21 – GENERAL PROVISIONS

21.02 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, WCB PART II, DIVISION 5** ~~BC Labour Code Part III, Division 4~~. The minutes of such meetings will be either posted or otherwise supplied to the employees covered by this collective agreement.

ARTICLE 22 - TERM OF AGREEMENT

22.01 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**.

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

WAGES – **January 1st 2021 2%**
January 1st 2022 5%
January 1st 2023 3%
January 1st 2024 2% or COLA (to a max of 3%)

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

One-time lump sum payment of \$3000.00 shall be made to all employees no later than two weeks after ratification on a separate cheque.

Note: Wages are all retroactive, they shall be applied and paid on all applicable Articles and Sections as owed within the CBA. The employer shall provide each employee with an itemized statement of their retroactive pay, which shall be paid on a separate cheque, no later than the second pay period after ratification.



ALL PROPOSALS ARE TO BE IMPLEMENTED ON THE DATE OF RATIFICATION UNLESS SPECIFIED OTHERWISE IN THE MEMORANDUM OF AGREEMENT.

ITEMS NOT AMENDED BY THIS MEMORANDUM OF AGREEMENT SHALL REMAIN AS PER THE COLLECTIVE AGREEMENT CURRENTLY IN FORCE AND EFFECT BETWEEN THE PARTIES.

SIGNED AT BURNABY, BRITISH COLUMBIA, THIS 30TH DAY OF MAY 2023.


UNITED STEELWORKERS

(on behalf of Local 1976) D-3


U.S.W. STAFF REP
AREA COORDINATOR


SEASPAN FEERIES COPORATION

(on behalf of the Company)


Harly Penner
Vice President Seaspans Ferries
"Scott Shaw"

Senior Director
Employee Relations & Wellness

