

Roll On / Roll Off Agreement

between

SEASPAN COASTAL INTERMODAL COMPANY

and

SEAFARERS' INTERNATIONAL UNION OF CANADA

RECEIVED
AUG 16 2004

Effective: October 1, 2003 through September 30, 2008

12181(04)

TABLE OF CONTENTS

SECTION	ARTICLE 1	Page
1.1	Union Recognition and Employment	4
1.2	Union Security	5
■3	Deduction of Dues and Initiation Fees	5
1.4	Ship's Delegate	5
1.5	Authority of Master/Compliance of Crew	5
■6	Grievance Procedure	5
1.7	Access to Terminals and Vessels	6
1.8	Discrimination	6
1.9	Stoppage of Work	6
1.10	Seniority and Promotions	7
1.11	Emergency Duties	8
1.12	Drills	8
1.13	Tour of Duty	8
1.14	Safe Working Conditions	9
1.15	Customary Duties	9
1.16	Home Port	9
1.17	Carrying Workaways , etc., in Lieu of Crew	9
1.18	Crew Provisions and Gear	10
1.19	Crew Accommodations	10
1.20	Messrooms	11
1.21	Washrooms	11
1.22	Cleaning Quarters	11
1.23	Lockers	11
1.24	Using Paint Spray Guns	11
1.25	Going Ashore to Take Lines	11
■26	Uniforms	11
1.27	Shifting Ship	11
1.28	Overtime Record	12
■29	Severance Pay	12
■30	Leave of Absence	12

TABLE OF CONTENTS

SECTION	ARTICLE 2	Page
2.1	Annual Vacations	13
2.2	Statutory Holidays	14
2.3	Sailing Short-handed	15
2.4	Meal Hours - Relieving for Meals	15
2.5	Night Meals and Coffee Time	16
2.6	Coffee Time	16
2.7	Subsistence and Lodging	16
2.8	Laid-up Ships	16
2.9	Maintenance Work	17
2.10	Hours of Work and Overtime for Employees in the Deck and Engineroom Departments	17
2.11	Leave	18
2.12	Penalty Payment - Work of a Dirty Nature	18
2.13	Marine Disaster	19
2.14	Benefit Plan	19
	ARTICLE 3	
3.1	Wages and Overtime	21
	ARTICLE 4	
4.1	Galley Personnel	21
	ARTICLE 5	
5.1	Duties of A.B.	22
5.2	Division of Overtime	23
	ARTICLE 6	
6.1	Engineroom Gear	23
6.2	Taking on Fresh Water	23
6.3	Division of Overtime	23
	ARTICLE 7	
7.1	Education and Training	24

TABLE OF CONTENTS

SECTION	ARTICLE 8	Page
8.1	Letters of Understanding	24
	ARTICLE 9	
9.1	Termination Clause	24
	Terms of Agreement	25
APPENDIX "A"	Rates of Pay	26
APPENDIX "B"	Union Hiring Fund	27
	Letter of Understanding-- Current Vessels	28
	Letter of Understanding-- CIRB Decision	28
	Letter of Understanding-- Shift Vessels	28

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 I

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 representative shall be free to engage such unlicensed personnel.
- 1.1 d) The Union agrees to co-operate fully with the Company in supplying well-qualified, reliable personnel to fill vacancies as they occur.
- 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, colour, 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 August 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, Engineerroom, 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 makes temporary promotions, candidates possessing the necessary certification and successfully passing the usual pre-promotion assessment(s) will receive fair and equitable consideration from the Company for such temporary promotion. Should problems arise over the interpretation of this section (i), it is intended that they will be resolved by discussion between the affected parties and not by recourse to the grievance procedure.
 - ii) Employees seeking promotions to Officer status must be members of the Union in good standing and shall only retain their unlicensed seniority rights provided they remain as members in good standing (including payment of dues) with the Union representing unlicensed employees.
 - iii) 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 longer than a total of ninety (90) days (excluded 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 the ninety (90) days, the employee will continue to pay dues to the Unlicensed Union as well as any that may be required by the terms of the agreement covering certificated employees.
 - iv) Upon promotion to a full-time Officer's position with the Company, an Unlicensed employee having a minimum of five (5) years seniority will have his/her unlicensed seniority frozen so

as to enable later return to an unlicensed position if laid off from the Officer's position due to a lack of work. Such right of recall from the date of his initial full time position. Following the three year period, he/she shall have no further claim to unlicensed seniority.

- v) Upon promotion, an unlicensed employee having a minimum of five (5) years seniority will have his unlicensed seniority frozen. Such employee will retain his seniority for a maximum two (2) year period. An employee shall be limited to one (1) application under this clause.

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, of which the Master shall be the sole judge.

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 Steamship Inspector 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 Steamship Inspector 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.

1.14 Safe Working Conditions

- 1.14 a) The Company shall take every reasonable precaution to provide safe working conditions at all times.
- 1.14 b) Hard hats shall be supplied to crew members working in areas where overhead work is being performed.
- 1.14 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 laid up or otherwise secured to a facility away from the home port and the crew are required to join or leave the vessel, it shall be the Company's responsibility for returning the employees to the home port.
- 1.16 c) The Company reserves the right to change any 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 spring filled 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.

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 member's occupation.
- 1.19 c) Where it is mutually established through joint visual inspection by the appropriate representatives of management and the unlicensed employees that crew quarters are 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 messroom of messrooms to be, in each case, so 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 of each division. 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 Uniforms

1.26 a) Where the Company requires employees in the Deck Department to wear uniforms, the Company will supply them.

1.27 Shifting Ship

1.27 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.

1.28 Overtime Record

- 1.28 a) The Company shall supply to all employees covered by this Agreement suitable overtime sheets which shall be in duplicate.
- 1.28 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.
- 1.28 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.
- 1.28 d) Overtime claims must be presented to the Officer-in-Charge within forty-eight (48) hours after completion of work.

1.29 Severance Pay

- 1.29 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.
- 1.29 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.

1.30 Leave of Absence

- 1.30 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 or 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.
- 1.30 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, RSC 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.

1.30 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.

1.30 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.

1.30 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	B.C. Day	Christmas Day
Easter Monday	Labour Day	Boxing Day
Victoria Day	Thanksgiving 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. 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:

Twelve Hour Day

	Earnings	Day	Leave	Cash
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 (1/2) 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 works 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 ($\frac{1}{2}$) hour either way.
- 2.5 b) There will be bacon and eggs 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 ($\frac{1}{2}$) 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 Engine room Department will be performed as directed by the supervising officer.

2.10 Hours of Work and Overtime for Employees in the Deck and Engine 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 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-up ships
- 2.11 b) Where a twelve (12) hour work day applies, the leave basis for deck and engineer 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 \$13.64 per hour, calculated in one-half hour increments, shall be paid to employees, in addition to their regular pay, for carrying out 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 enter and work in the space(s) below the engineer room 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.

The \$13.64 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, 2004	\$ 13.91 per hour
October 1, 2005	\$ 14.21 per hour
October 1, 2006	\$ 14.50 per hour
October 1, 2007	\$ 14.81 per hour

- 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.

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 (including red 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. Such lay days shall include red days (unearned leave) as follows: Seven days red day credit for each year of service with the company up to a maximum of forty-five (45) red days, inclusive of any red days that the employee might have had when going off on weekly indemnity.
Employees who would otherwise have been laid off will not be entitled to be supplemented with red days. Where an employee is not expected to return to work (doctor's advice) before going on L.T.D., red days will not be available for top off.
Employees who qualify for and elect red day top up under this clause will be required to sign a reasonable debt repayment agreement with the company prior to any red day top up being paid."

- 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
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 \$2,000.00 lifetime maximum.
 - d) The plan shall only pay up to a maximum of seventeen hundred and fifty (\$1,750.00) 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
The plan shall provide Life Insurance and Accidental Death and Dismemberment as follows:
 - i) Life Insurance \$90,000.00
 - ii) A.D. & D. to maximum \$90,000.00

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

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

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

Trustee. The Company Trustees shall only have an equal vote to that of the Union Trustees.

NOTE: Any rebate of 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.
- ii) 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.
- vii) 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 Wanes and Overtime

3.1 a) Rates of pay are as outlined in Appendix "A".

3.1 b) Unless otherwise specified in this Agreement, all overtime worked will be compensated at double the straight time rate of pay.

3.1 c) Any employee 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.
- ii) The employer having the right to defer the taking of such time off should the overall efficiency of the operation be affected by it.

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

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) Uniforms: Where the Company required 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.
- 4.1 d) 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 e) 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 f) 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 g) It is agreed that the above overtime will be paid without submission of an overtime sheet.
- 4.1 h) 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 Engine room Gear

- 6.1 a) Work gloves shall be supplied the Engine room unlicensed personnel when required for work in connection with hot boilers. All Engine 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 Engine room unlicensed personnel when taking on stores, bunkers, water, etc. This gear to remain the property of the Company.
- 6.1 b) The Company will issue four (4) pair of coveralls per year to permanently employed, unlicensed engine room 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 Engine room 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 the payment of courses:
- i) On Company required education and training programs, the employer will bear all costs of tuition, including wages.
 - ii) On voluntary upgrading courses with controlled attendance, the employer will bear the costs of tuition, books, and fees, and the employee will contribute his time, consistent with past practice. 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.
 - 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 lay 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, 2003 and shall remain in effect until September 30, 2008,


and thereafter subject to one hundred twenty (120) days' notice in writing from either party of its desire to revise, amend, or terminate same, which notice may be given any time after May 31st, 2008.

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

- 1) Term: Five (5) year Agreement to commence October 1, 2003 and expire September 30, 2008.
- 2) Wage adjustments to be effective in accordance with:
 - October 1, 2003 \$0.52
 - October 1, 2004 \$0.53
 - October 1, 2005 \$0.54
 - October 1, 2006 \$0.55
 - October 1, 2007 \$0.56
- 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, 2003 and will be paid by a separate cheque no later than thirty (30) days from date of ratification.
- 4) Union Hall Hiring Fund shall be in accordance with Appendix "B".

SIGNED AT DELTA, B.C. THIS 10 DAY OF AUGUST 2004


Seaspan Coastal Intermodal Company



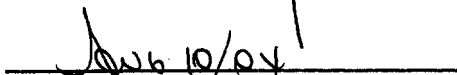
Michael C. Fournier



Title



Signature

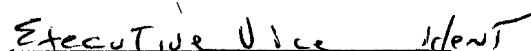


Date

Seafarers' International Union of Canada



Michel Desjardins



Title

Signature

Date

APPENDIX "A"

RATES OF PAY

Effective October 2003

Hourly rates will increase by \$0.52 per hour

<u>Position</u>	<u>Monthly</u>	<u>Daily</u>	<u>Hourly</u>	<u>Double Time</u>
Able Seaman	\$4,064.33	\$133.61	\$24.94	\$49.88
Mechanical Assistant	\$4,095.31	\$134.63	\$25.13	\$50.26
Cook	\$4,175.14	\$137.25	\$25.62	\$51.24
Steward/Storekeeper	\$3,901.36	\$128.25	\$23.94	\$47.88

Effective October 1, 2004

Hourly rates will increase by \$0.53 per hour

Able Seaman	\$4,150.70	\$136.45	\$25.47	\$50.94
Mechanical Assistant	\$4,181.68	\$137.46	\$25.66	\$51.32
Cook	\$4,261.51	\$140.09	\$26.15	\$52.30
Steward/Storekeeper	\$3,987.73	\$131.09	\$24.47	\$48.94

Effective October 1, 2005

Hourly rates will increase by \$0.54 per hour

Able Seaman	\$4,238.70	\$139.34	\$26.01	\$52.02
Mechanical Assistant	\$4,269.68	\$140.36	\$26.20	\$52.40
Cook	\$4,349.51	\$142.98	\$26.69	\$53.38
Steward/Storekeeper	\$4,075.73	\$133.98	\$25.01	\$50.02

Effective October 1, 2006

Hourly rates will increase by \$0.55 per hour

Able Seaman	\$4,328.33	\$142.29	\$26.56	\$53.12
Mechanical Assistant	\$4,359.32	\$143.30	\$26.75	\$53.50
Cook	\$4,439.14	\$145.93	\$27.24	\$54.48
Steward/Storekeeper	\$4,165.36	\$136.93	\$25.56	\$51.12

Effective October 1, 2007

Hourly rates will increase by \$0.56 per hour

Able Seaman	\$4,419.59	\$145.29	\$27.12	\$54.24
Mechanical Assistant	\$4,450.58	\$146.30	\$27.31	\$54.62
Cook	\$4,530.40	\$148.93	\$27.80	\$55.60
Steward/Storekeeper	\$4,256.62	\$139.93	\$26.12	\$52.24

APPENDIX "B"

UNION HIRING FUND

The Company agrees that the current SIU Hiring Hall Fund of \$1.15 per employee per payroll day shall be increased by five cents (\$0.05) per year on the anniversary dates as specified below.

Effective October 1, 2003	Increase of \$0.05
Effective October 1, 2004	Increase of \$0.05
Effective October 1, 2005	Increase of \$0.05
Effective October 1, 2006	Increase of \$0.05
Effective October 1, 2007	Increase of \$0.05

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 .493 days leave.

30