

**Memorandum of Settlement**  
for renewal of the

**Collective Agreement**

Between

**Canadian Office and Professional Employees' Union, Local 378**  
**(dba MoveUP)**  
(the "Union")

And

**Seaspan ULC**  
(the "Employer")

**November 8, 2021**

The following is the memorandum of settlement of collective bargaining between the MoveUP and Seaspan ULC. Any proposal, either from the employer or the union, not included or referred to in this document is considered to be withdrawn on a without prejudice basis.

All proposals signed off between the parties to date shall be included in the renewed collective agreement.

Some proposals may require agreement regarding specific language and/or placement in the collective agreement (E&OE).

**APPENDIX A**

**1. TERM**

The term of the collective agreement will be six (6) years commencing March 1, 2019 and ending February 28, 2025.

**2. WAGE INCREASE**

The following wage increases will apply to all classifications:

1. Effective March 1, 2019 general increase of 2.3%
2. Effective March 1, 2020 general increase of 2.0% \*
3. Effective March 1, 2021 general increase of 2.0% \*
4. Effective March 1, 2022 general increase of 2.0% \*
5. Effective March 1, 2023 general increase of 2.0% \*
6. Effective March 1, 2024 general increase of 2.0% \*


\*- The Parties recognize that the employer is currently in bargaining with the Canadian Merchant Service Guild (CMSG) and International Longshore & Warehouse Union (ILWU), Local 400.

In any of the years above, should either the CMSG or ILWU receive a general wage increase which exceeds the percentages received by MoveUP, inclusive of any COLA amounts negotiated, the higher percentage shall be applied to MoveUP members on a fully retroactive basis.

The parties agree that a \$0.50 (fifty cents) per hour wage increase will be applied to the Receptionist position at Seaspan ULC. Such wage increase shall be retroactive to March 1, 2019. All subsequent wage increases shall be calculated on the increased hourly rate.

Agreed the 15<sup>th</sup> day of November 2021.

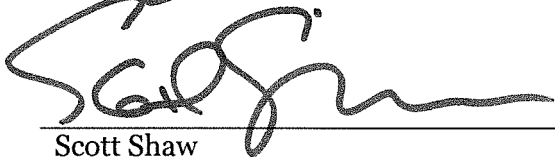
**BARGAINING REPRESENTATIVES  
FOR THE COMPANY:**



\_\_\_\_\_  
Maria Pistilli



\_\_\_\_\_  
Andrew Jansen



\_\_\_\_\_  
Scott Shaw

**BARGAINING REPRESENTATIVES FOR  
THE UNION:**



\_\_\_\_\_  
Yudon Garie



\_\_\_\_\_  
Dale Gibson

\_\_\_\_\_  
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1:35pm Sept. 17/20  
ER # 1 + UNWU # 1

**Housekeeping**

Amend to ~~read~~ as follows:

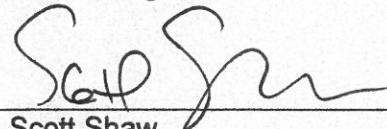
Y4 NS

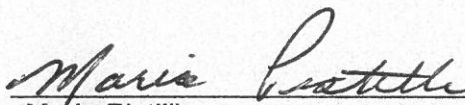
Ensure all language is gender neutral.


Agreed the 17<sup>th</sup> day of September 2020.

**BARGAINING REPRESENTATIVES  
FOR THE COMPANY:**

  
Nikita Sanghera

  
Scott Shaw

  
Maria Pistilli

  
Charlie Bingham

**BARGAINING REPRESENTATIVES FOR  
THE UNION:**

  
Yvonne Garie

  
Noel Gulbransen

  
Dale Gibson

Rec'd. 11:27am  
Oct 5/20.

**Article 2.03 – Union Security and Recognition**

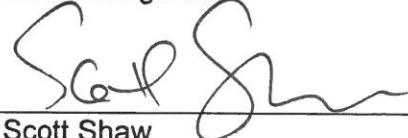
*Amend to read as follows:*

The Employer furthers agrees that all new employees hired subsequent to the effective date of this Agreement, shall as a condition of employment, ~~within thirty (30) days from the date of employment,~~ become and remain members of the Union -effective their first day of employment.

Agreed the 5<sup>th</sup> day of October 2020.

**BARGAINING REPRESENTATIVES FOR THE COMPANY:**

  
\_\_\_\_\_  
Nikita Sanghera

  
\_\_\_\_\_  
Scott Shaw

  
\_\_\_\_\_  
Maria Pistilli

  
\_\_\_\_\_  
Charlie Bingham

**BARGAINING REPRESENTATIVES FOR THE UNION:**

  
\_\_\_\_\_  
Yudon Garie

  
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Noel Gulbransen

  
\_\_\_\_\_  
Dale Gibson

ER # 2

1:34pm Sep. 17/20

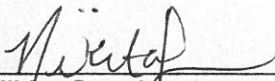
**Article 5.03 (i) – Definition of Employees – Temporary**

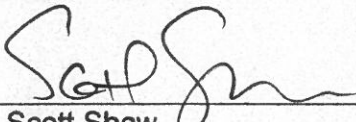
*Amend to read as follows:*

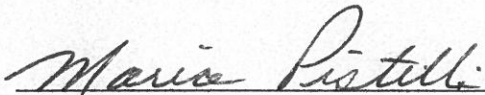
After three months continuous employment, a full-time temporary employee may elect to receive medical, dental and EHB coverage, ~~in addition to the benefits outlined in Article 5, Section 4 (e)~~

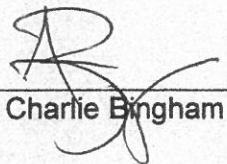
Agreed the 17<sup>th</sup> day of September 2020.

**BARGAINING REPRESENTATIVES  
FOR THE COMPANY:**

  
\_\_\_\_\_  
Nikita Sanghera

  
\_\_\_\_\_  
Scott Shaw


  
\_\_\_\_\_  
Maria Pistilli

  
\_\_\_\_\_  
Charlie Bingham

**BARGAINING REPRESENTATIVES FOR  
THE UNION:**

  
\_\_\_\_\_  
Yudon Garie

  
\_\_\_\_\_  
Noel Gulbransen

  
\_\_\_\_\_  
Dale Gibson

\_\_\_\_\_

2:55pm  
Oct 6/20

**Article 6.01 – Hours of Work, Overtime and Shift Premium**

Amend to read as follows:

(a) The regular work schedule for full-time regular employees, except for those in jobs per (b) below, shall be seven and one-half (7 1/2) consecutive hours, exclusive of meal periods, for five (5) consecutive days, Monday to Friday inclusive. Each employee shall select, subject to operational requirements, on seniority basis, a start time between 6:30 a.m. and 9:00 a.m., and the selected hours of work (i.e., shift) shall not be changed without mutual agreement of the Parties (Employer and Union). The Switchboard/Receptionist desk may be staffed between the hours of 6:30 a.m. and 5:00 p.m.

(b) (i) The regular work schedule for Shift Crew Dispatchers, and Relief Crew Dispatcher(s) and Marine Crewing Assistant shall consist of five (5), seven and one-half (7 1/2) hour days ~~8:00 a.m. to 4:00~~ 7:30 a.m. to 3:30 p.m., Monday to Friday inclusive except as specified in (ii) below. This regular work schedule shall be implemented on a Trial basis in accordance with Letter of Understanding #2.

(ii) The Shift Crew Dispatcher and Marine Crewing Assistant will be “on call” outside of regular working hours as defined in (i) above and on Saturday and Sunday, once every three (3) weeks on a rotational basis, and will receive the Monday following her week of “on call” duties off with pay plus the weekly “on call” remuneration in (iv) below, in addition to all other compensation in this Collective Agreement, to handle any crewing calls relayed by the duty tug dispatcher.

(iii) If the “on call” Employee is required to work in the office on Saturday or Sunday to perform her “on call” duties she will be compensated at two (2) times her current step on the Grade 6 salary scale for a minimum of four (4) hours or all time worked, whichever is greater. The “on call” Employee must receive prior management approval to work in the office on Saturday or Sunday.

(iv) Weekly “on call” remuneration for the foregoing duties will be as follows: \$277.21

(v) The incumbent Shift Crew Dispatchers at the date of ratification of this Collective Agreement will be grandfathered and continue to receive their monthly “on call” remuneration as follows: \$600.33

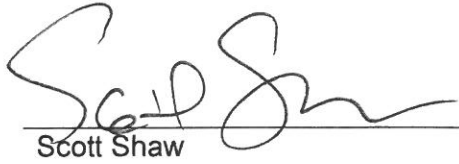
Agreed the 6<sup>th</sup> day of October 2020.

**BARGAINING REPRESENTATIVES  
FOR THE COMPANY:**

  
Nikita Sanghera

**BARGAINING REPRESENTATIVES FOR  
THE UNION:**

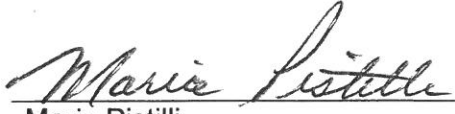
  
Yudon Garie



Scott Shaw



Noel Gulbransen



Maria Pistilli



Dale Gibson



Charlie Bingham

1:34pm Sept. 17/20

ER4

NEW.

NS

**Article 6.12 – Hours of Work, Overtime and Shift Premium – Overtime Preauthorization Required**

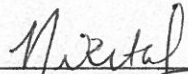
~~Amend to read as follows:~~

All overtime must be pre-authorized by the Employer. Employees shall submit their overtime forms to the Employer on a semi-monthly basis.

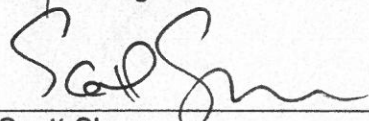
Agreed the 17<sup>th</sup> day of September 2020.


**BARGAINING REPRESENTATIVES FOR THE COMPANY:**

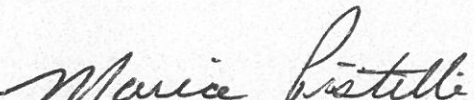
**BARGAINING REPRESENTATIVES FOR THE UNION:**

  
\_\_\_\_\_  
Nikita Sanghera

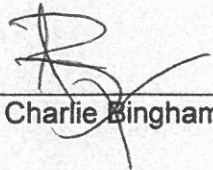
  
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Scott Shaw

  
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Noel Gulbransen

  
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Maria Pistilli

  
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Dale Gibson

  
\_\_\_\_\_  
Charlie Bingham

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(Canadian Office and Professional Employees Union, Local 378)

**SEASPAN  
PROPOSALS 2019  
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date:	Time:
		February 9, 2021	
UP#8	8.11	<i>New</i> ER Countered union's proposal of Feb 8 on the union proposal document. This is the ER's counter of Feb 9, 2021 rec'd via email at 10:08am from the ER.	

**ARTICLE 8 – ANNUAL VACATIONS**

**8.11 Vacation Payout**

Employees who have completed seven (7) years' service with 20 working days or more of paid vacation entitlement may request up to five (5) days of vacation be paid out. Such request shall be made to their direct manager, providing not less than ten (10) calendar days notice before the scheduled payday on which the employee is requesting the payout be made. Such requests shall not be unreasonably denied.

Each eligible employee may only elect to be paid out for vacation days once per vacation calendar year. Such payouts will be made with the last payroll in either February or July.

E&OE  
Signed off this 9th day of February 2021

For the Union

For the Employer

Nikita Sanghera

UP #11

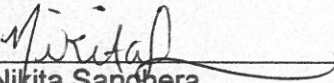
**Article 9.03 – Leave of Absence – Funeral Leave**

*Amend to read as follows:*

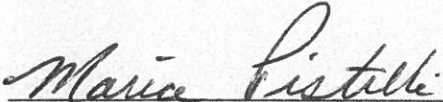
Upon application to the ~~Department Head~~ Employer an amount of time, up to a maximum of one-half (1/2) day leave of absence, without deduction of pay, to attend a funeral as pallbearer or mourner may be granted.

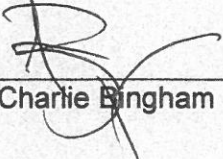
Agreed the 17 day of September 2020.

**BARGAINING REPRESENTATIVES  
FOR THE COMPANY:**

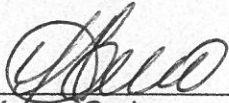
  
Nikita Sanghera


  
Scott Shaw

  
Maria Pistilli

  
Charlie Bingham

**BARGAINING REPRESENTATIVES FOR  
THE UNION:**

  
Yudon Garie

  
Noel Gulbransen

  
Dale Gibson

\_\_\_\_\_



(Canadian Office and Professional Employees Union, Local 378)

**SEASPAN  
PROPOSALS 2019  
Union Proposals (UP Item)**

<b>Union</b>			
<b>Number</b>	<b>Affected Article/MOU</b>	<b>Date:</b> February 8, 2021	<b>Time:</b>
UP#12	9.06	<i>Amend</i>	

**ARTICLE 9 – LEAVE OF ABSENCE**

**9.06 Maternity Leave/Parental Leave**

- (a) Employees ~~who have completed six (6) months of continuous service~~ shall be eligible for Maternity/Parental leave in accordance with the Canada Labour Code.
- (b) In addition, Employees who have completed one (1) year of continuous service shall be eligible, in accordance with the Company’s Policy (March 2007), for the following:
  - (i) During the two (2) week waiting period, Employees shall be paid ninety percent (90%) of their weekly salary;
  - (ii) For the fifteen (15) week Maternity Leave and for the first fifteen (15) weeks of Parental Leave, the Company will top up the salary over and above the EI benefits to ninety percent (90%) of their weekly salary for a total of up to thirty-two (32) weeks of leave, to a maximum of twenty-five thousand dollars (\$25,000.00);
- (c) Employees who voluntarily terminate within six (6) months of the conclusion of the Maternity or Parental Leave, are required to repay the entire top-up benefit in full to the Company.
- (d) Vacancies created by Maternity Leave/Parental Leave will be posted as Temporary positions, i.e. the Employee must be reinstated in accordance with the Canada Labour Code.
- (e) Such leave will not affect annual vacation entitlements or seniority.

E&OE  
Signed off this 9th day of February 2021

For the Union



For the Employer





(Canadian Office and Professional Employees Union, Local 378)

# SEASPAN PROPOSALS 2019 Union Proposals (UP Item)

Union			
Number	Affected Article/MOU	Date:	Time:
Counter to ER 6	10	<i>Amend</i> ER Countered union's proposal of Feb 8 on the union proposal document. This is the ER's counter of Feb 9, 2021 rec'd via email at 10:08am from the ER.	

## Article 10 Sick Leave, Welfare Plans and Pension Plan

All newly hired full-time regular and part-time regular employees, regularly scheduled to work three (3) days or more per week shall ~~receive~~ be enrolled in the Medical Services Plan of BC on the first of the month following date of hire and one hundred (100%) of the premium cost shall be paid by the Employer. Coverage for Extended Health Benefits, Sick Pay, Long Term Disability, Group Life Insurance and Dental Plan. Benefits shall commence on the first of the month following completion of their probationary period three months of employment.

E&OE

Signed off this 9th day of February 2021

For the Union



For the Employer

Nikita Sanghera



(Canadian Office and Professional Employees Union, Local 378)

**SEASPAN  
PROPOSALS 2019  
Union Proposals (UP Item)**

<b>Union</b>			
<b>Number</b>	<b>Affected Article/MOU</b>	<b>Date:</b> February 8, 2021	<b>Time:</b>
UP#17	10.02	<i>Amend</i>	

**ARTICLE 10 – SICK LEAVE, WELFARE PLANS AND PENSION PLAN**

**10.02 Sick Pay Plan**

The present Sick Pay Plan which pays up to one hundred percent (100%) of an employees salary (~~minimum two-thirds~~) for a maximum of fifteen (15) weeks ~~and~~ shall remain in effect for the duration of this Agreement. Details of the Plan shall be made available to all employees on request. Employees absent from work in excess of three (3) days may be required to present a doctor's certificate on return to work in order to receive sick pay, and shall be reimbursed for the cost of obtaining such certificate. ~~Where there is a demonstrated pattern of absenteeism, the three (3) days may be reduced to one (1) day.~~ Notice of such requirement to present a doctor's certificate shall be given, either prior to commencement of such absence, or during such absence, but prior to the employee's return to work.

E&OE  
Signed off this 9th day of February 2021

For the Union



For the Employer



Rec'd. 2:30pm  
Oct 5/20.

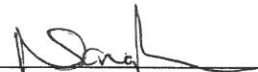
**Article 10.05 – Sick Leave, Welfare Plans, and Pension Plan – Pension Plan**


*Amend to read as follows:*

All regular employees shall participate in the Company's Pension for Salaried Employees ~~upon completion of three (3) calendar months of employment~~ on the first on the month following completion of three calendar months of employment. Details of the Plan shall be made available to all employees on request. Regular Union employees shall receive the same level of entitlement as the non-union salaried employees/managers.

Agreed the 5<sup>th</sup> day of October 2020.

**BARGAINING REPRESENTATIVES FOR THE COMPANY:**

  
Nikita Sanghera

  
Scott Shaw

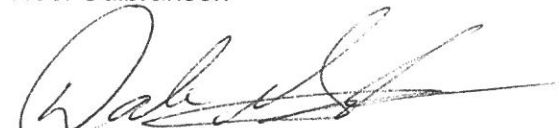
  
Maria Pistilli

  
Charlie Bingham

**BARGAINING REPRESENTATIVES FOR THE UNION:**

  
Yudon Garie

  
Noel Gulbransen

  
Dale Gibson



(Canadian Office and Professional Employees Union, Local 378)

# SEASPAN PROPOSALS 2019 Union Proposals (UP Item)

<b>Union</b>			
<b>Number</b>	<b>Affected Article/MOU</b>	<b>Date:</b> March 25, 2021	<b>Time:</b>
UP#20	10.07	<i>Amend</i>	

## ARTICLE 10 – SICK LEAVE, WELFARE PLANS AND PENSION PLAN

### 10.07 General

- (a) An employee receiving Long Term Disability Plan benefits shall have the right to return to his/her former job for a period of twenty-four (24) months from the date of disability and shall continue to accrue seniority for the first twelve (12) months only, from the date of disability.

Should the employee become employable on a full-time regular basis subsequent to the expiry of this twenty-four (24) month period, he/she shall be placed on the recall list for a period of ~~six (6)~~ twelve (12) months.

- (b) When an employee is receiving paid sick leave, WCB and/or Long Term Disability Plan benefits, the Welfare Plan premium cost shall continue to be paid by the Employer.
- (c) An Employee's Sick Pay Plan will be reinstated as follows:
  - (i) in the case of a recurring disability, full benefits will be reinstated within three months of return to active employment following the latest absence for the same illness or injury; and
  - (ii) in the case of a new disability, full benefits will be reinstated within one month of return to active employment following the latest absence due to illness or injury.

E&OE  
Signed off this 10th day of May 2021

For the Union

For the Employer

Rec'd Oct 5/  
2:30pm

**Article 10.08 – Sick Leave Extended Sick Leave Without Pay**

*Amend to read as follows:*

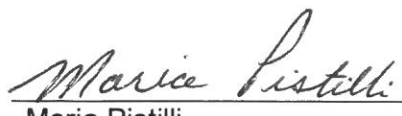
- (a) An employee shall be granted up to ~~three (3) months~~ seventeen (17) weeks extended sick leave without pay in addition to the fifteen (15) weeks paid sick leave referred to in Article 10.02.
- (b) Prior to commencement of extended sick leave, the employee shall prepay fifty percent (50%) of all Welfare Plan premium costs for the period of extended sick leave without pay.
- (c) An employee shall continue to accrue seniority during the fifteen (15) week period of paid sick leave and the ~~three (3) month~~ seventeen (17) week period of extended sick leave without pay.
- (d) An employee who is unable to return to work at the expiration of extended sick leave without pay, shall be placed on the recall list for a further period of twelve (12) months.

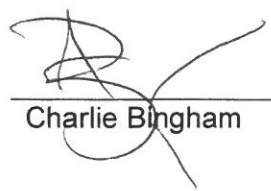
Agreed the 5<sup>th</sup> day of October 2020.

**BARGAINING REPRESENTATIVES FOR THE COMPANY:**


  
\_\_\_\_\_  
Nikita Sanghera

  
\_\_\_\_\_  
Scott Shaw

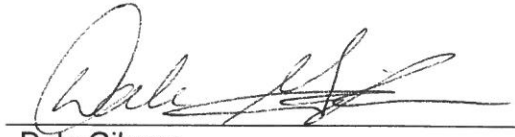
  
\_\_\_\_\_  
Maria Pistilli

  
\_\_\_\_\_  
Charlie Bingham

**BARGAINING REPRESENTATIVES FOR THE UNION:**

  
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Yudon Garie

  
\_\_\_\_\_  
Noel Gulbransen

  
\_\_\_\_\_  
Dale Gibson





(Canadian Office and Professional Employees Union, Local 378)

**SEASPAN  
PROPOSALS 2019  
Union Proposals (UP Item)**

<b>Union</b>			
<b>Number</b>	<b>Affected Article/MOU</b>	<b>Date:</b> October 6, 2020	<b>Time:</b>
	11.05	<i>Counter to Employer Proposal #10</i>	

**11.05 Salary Progression**

Employees shall progress up the salary range for their job classification, but pay increases may be withheld if, in the opinion of the Employer, progress and performance is not satisfactory and further training is required, subject to the employee's right to grieve if such increase is unreasonably withheld. Employees must work the required number of months, as indicated in Appendix A, to receive the increase. Time spent while on an approved leave of absence, greater than one (1) consecutive month, will not be credited towards time worked for the purposes of salary progression specified in Appendix A.

However, if an employee is placed on a length of service step higher than the minimum required by he/she service, (i.e.) on being hired or by promotion, he/she shall receive increases thereafter as provided for in his/her classification range; (eg.) an employee placed on the twelve (12) month step shall not be required to wait twenty-four (24) months before proceeding to the twenty-four (24) month step, but shall be paid the twenty-four (24) month rate after twelve (12) months service at the twelve (12) month step, provided progress and performance is satisfactory.

E&OE

Signed off this 9th day of February 2021

For the Union

For the Employer

*Nikita Sanghera*

ER #11

1:51 Sept 17/20

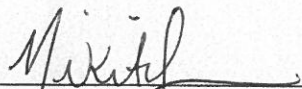
**Article 12.02 – Hiring, Promotions, Lay-Off, Recall and Severance Pay – Job Posting**

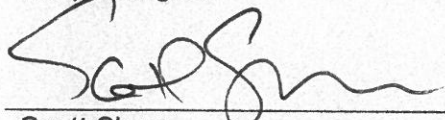
Amend to read as follows:

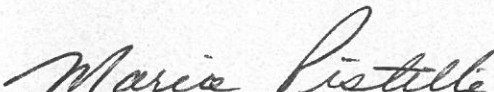
- (a) Notice of all job vacancies shall be posted on the office bulletin board for three (3) working days (and where possible emailed to company email addresses) and shall include the job title, job grade, pay rate and a brief description of the job duties including necessary qualifications. The Employer shall also make a reasonable attempt to notify employees who are absent on vacation or leave during the posting period and who, prior to their leave, have informed the Employer of their interest in changing positions. Employees who make application during this three (3) working day period will be considered for the job. Employees who apply after three (3) working days will be considered with external applicants.

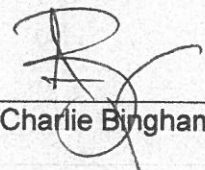
Agreed the 17<sup>th</sup> day of September 2020.

**BARGAINING REPRESENTATIVES FOR THE COMPANY:**


  
\_\_\_\_\_  
Nikita Sanghera

  
\_\_\_\_\_  
Scott Shaw

  
\_\_\_\_\_  
Maria Pistilli

  
\_\_\_\_\_  
Charlie Bingham

**BARGAINING REPRESENTATIVES FOR THE UNION:**

  
\_\_\_\_\_  
Yvon Garie

  
\_\_\_\_\_  
Noel Gulbransen

  
\_\_\_\_\_  
Dale Gibson

\_\_\_\_\_



(Canadian Office and Professional Employees Union, Local 378)

**SEASPAN  
PROPOSALS 2019  
Union Proposals (UP Item)**

<b>Union</b>			
<b>Number</b>	<b>Affected Article/MOU</b>	<b>Date:</b> February 8, 2021	<b>Time:</b>
UP#23	12.03	<i>Amend</i>	

**ARTICLE 12 – HIRING, PROMOTION, LAY-OFF, RECALL AND SEVERANCE PAY**

**12.03 Promotions and Transfers**

A promotion is defined as the move of an employee to a higher classification than that presently occupied. A transfer is defined as the move of an employee to another position within the same classification.

Promotions, transfers, layoffs and recalls shall be made on the basis of seniority, necessary qualifications and ability required to perform the job.


"Experience" shall not be a criteria in respect of the foregoing. Where an employee has been selected for ~~promotion or transfer to~~ a permanent position he/she may not apply for ~~another posting~~ a transfer or voluntary demotion during the first six (6) months in the new position.

In the event two (2) or more applicants in the bargaining unit have the necessary qualifications and ability required to perform the job, the employee applicant with the greatest seniority shall be awarded the vacancy.

E&OE

Signed off this 9th day of February 2021

For the Union

  
\_\_\_\_\_

For the Employer

  
\_\_\_\_\_

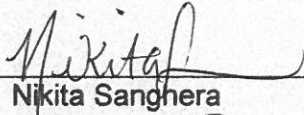
**Article 13.03 – Seniority**

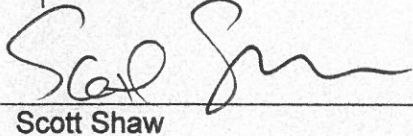
Amend to read as follows:

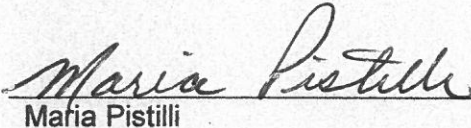
- (a) An Employee who voluntarily leaves the bargaining unit to fill a position with the Employer and returns to a bargaining unit position within two (2) years may, within two (2) years of returning to the bargaining unit position, apply to have his/her previous seniority reinstated ~~five (5) years after returning to the bargaining unit position,~~ subject to conditions stipulated in Article 2.
  
- (b) An Employee whose position is removed from the bargaining unit under the Canada Labour Code may, upon return to a bargaining unit position or re-inclusion of his/her removed position, apply to be credited for seniority for the excluded period subject to conditions stipulated in Article 2.

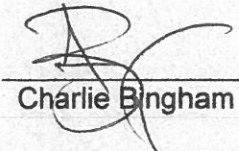
Agreed the 17<sup>th</sup> day of September 2020.

**BARGAINING REPRESENTATIVES FOR THE COMPANY:**

  
Nikita Sanghera

  
Scott Shaw

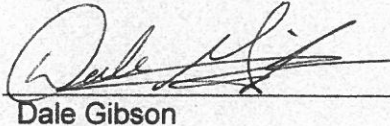
  
Maria Pistilli

  
Charlie Bingham

**BARGAINING REPRESENTATIVES FOR THE UNION:**

  
Yudon Garie

  
Noel Gulbransen

  
Dale Gibson

Oct 6/20  
5:33pm

**Article 18.04 – Single Arbitrator – Expedited Arbitration**

*Add new language:*

(a) By mutual agreement, the Parties may refer any grievance or group of grievances properly submitted in accordance with the provisions in Article 17 to expedited arbitration.

(b) Except as otherwise provided, the expedited arbitration hearings shall be held within thirty (30) calendar days of the date of appointment of a single arbitrator whom the parties shall mutually agree upon.

(c) Once a grievance is referred to expedited arbitration, any settlement achieved prior to the hearing date shall be without prejudice and-precedent.

(d) Any grievance may be removed from the expedited arbitration process by either party at any time prior to the hearing and referred to a regular arbitration hearing.

(e) Grievances shall be presented during expedited arbitration by a designated representative of the Union and a designated representative of the Company, who shall not be external representatives such as lawyers.

(f) The decision of the arbitrator shall not constitute a precedent and shall not be referred to in subsequent arbitration proceedings. Such decision shall be final and binding on both parties.

(g) The parties shall equally share the cost of the fees and expenses of the arbitrator and hearing rooms.

Agreed the 6 day of October, 2020.

**BARGAINING REPRESENTATIVES FOR  
THE COMPANY:**

  
\_\_\_\_\_  
Nikita Sanghera

  
\_\_\_\_\_  
Scott Shaw

**BARGAINING REPRESENTATIVES FOR  
THE UNION:**

  
\_\_\_\_\_  
Yudson Garie

  
\_\_\_\_\_  
Noel Gulbransen

  
\_\_\_\_\_  
Maria Pistilli

  
\_\_\_\_\_  
Dale Gibson

~~Charlie Bingham~~   
\_\_\_\_\_

\_\_\_\_\_



(Canadian Office and Professional Employees Union, Local 378)

**SEASPAN  
PROPOSALS 2019  
Union Proposals (UP Item)**

<b>Union</b>			
<b>Number</b>	<b>Affected Article/MOU</b>	<b>Date:</b> February 8, 2021	<b>Time:</b>
UP#31	LOU 3	<i>Remove – No Longer Required</i>	

**LETTER OF UNDERSTANDING #3**

**BETWEEN:** — **SEASPAN ULC**

**AND:** — **MoveUP**  
— **(Canadian Office and Professional Employees Union, Local 378)**

**RE:** — **Vacation Banking**

Considering that some employees have vacation days in excess of the maximum banked days allowed by Article 8.09 (the “Excess Banked Days”):

Considering that the parties have agreed to reduce the Excess Banked Days to the maximum permitted by Article 8.09:

It is agreed that the employees will be required to use all Excess Banked Days prior to February 28, 2018:

The employer will monitor the banks to ensure employees are using the Excess Banked Days to reduce the bank to the maximum permitted by Article 8.09:

If the employee have not voluntarily used the additional days in their bank, in accordance with the above, by September 1<sup>st</sup>, 2017, the employer will have the right to unilaterally schedule the Excess Banked Days to ensure that the banks are reduced to the maximum permitted by Article 8.09 on or before February 28, 2018:

If the employer fails to enforce the reduction of over limit banks by February 28, 2018, the employee shall be allowed to maintain their bank but shall not be entitled to bank further time until such time as their bank is below the maximum permitted by Article 8.09:

It is understood and acknowledged that other employees will not be allowed to bank days in excess of the maximum permitted by Article 8.09:

E&OE  
Signed off this 9th day of February 2021

For the Union

  
\_\_\_\_\_

For the Employer

  
\_\_\_\_\_

Signed at \_\_\_\_\_, BC this \_\_\_\_ day of \_\_\_\_\_  
\_\_\_\_\_, 2016

~~SIGNED ON BEHALF OF THE EMPLOYER~~     ~~SIGNED ON BEHALF OF THE UNION~~  
~~Party of the First Part~~     ~~Party of the Second Part~~

\_\_\_\_\_  
Virginie Vigeant, Employee Relations Manager     Stephen Von Sychowski, Union  
Representative

\_\_\_\_\_  
Maria Pistilli, Manager     Dale Gibson, Job Steward

E&OE  
Signed off this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

For the Union

For the Employer

\_\_\_\_\_