

COLLECTIVE AGREEMENT

BETWEEN: *Canadian Merchant Service Guild*
(hereinafter referred to as the "Guild")



AND: **SEASPAN ULC**
(hereinafter referred to as the "Company")



Effective Date **13879 (03)**
October 1, 2013 – September 30, 2019

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COLLECTIVE AGREEMENT

BETWEEN: CANADIAN MERCHANT SERVICE GUILD

Representing:

- Masters,
- Mates, and
- Engineers

(Hereinafter referred to as "The Guild")

AND: SEASPAN ULC

(Hereinafter referred to as the "Company")

PREAMBLE

For the purposes of this Agreement, the "Company" shall mean Seaspan ULC.

The intent of this Agreement is to ensure for the Company, the Guild and the Officers employed by the Company, the full benefits of orderly and legal collective bargaining, and to promote harmonious employment relationships between the Parties.

As signatories to this Agreement, it shall be the duty of the Company and the Guild to abide by the terms set out hereinafter.

Wherever the masculine has been used in the Agreement, it shall be construed as if the feminine has also been used.

PART I – GENERAL

1.01 Recognition

1. The Company recognizes the Guild as the sole bargaining agent for all Masters, Mates and Engineers employed on vessels owned, operated or directly or indirectly controlled by the Company, provided that such vessels are operated within the coastal and inland waters of British Columbia or in waters bordering on the Yukon, Northwest Territories, and Nunavut or if operated on a national or international basis, that the port from which the vessel is dispatched is within those waters of British Columbia, Yukon, Nunavut and the Northwest Territories.
The Company agrees that only tugs covered by a Guild Agreement will be employed to perform work except in those designated areas in which other Unions have historically manned tugs. It is understood that the only exceptions to this would be in the event of Guild tugs not being available when required to do the job and US Flag Tugs. The Company agrees to inform the Guild monthly of any exceptions.
2. Where a vessel covered and listed in this Agreement is chartered or leased, the terms of such charter or lease shall provide that this Agreement shall apply unless a vessel is chartered or leased to a Company which has an Agreement with another Union to man and operate vessels and such agreement contains the provision that the other Union has jurisdiction over the work to be performed. Should the charterer or lessee fail or neglect to abide by the terms of this Agreement, the Company, or lessor, shall be liable to the Guild Members concerned for wages or other monetary benefits which are not paid by the charterer or lessee.
3. Where a vessel covered by this Agreement is sold to another Company or to an individual, satisfactory proof of such sale shall be provided to the Guild at time of sale.

4. For greater clarity, the Parties agree that the vessels described above are as listed in Appendix "B", and the Parties recognize that the list may be altered from time to time, pursuant to Article 1.01, 1. Additions to the Company's fleet of existing vessels shall be covered by the Agreement and the Company agrees to notify the Guild as these occur.
The Guild will be allowed to display its insignia aboard the vessels and it may be up to twelve inches (12") by nine inches (9") in size.
5. The Company recognizes the Guild as a source of supply for all Officers covered by this Agreement and may request same from the Office of the Guild. The Company agrees to employ only Members of the Guild in good standing. All new Officers are required to sign an engagement letter regarding Guild Membership status as set out in Appendix E-1" of this Agreement. Copy of such engagement letter shall be forwarded to the Guild upon signing.
6. Effective the last pay period of each month, the Company shall deduct from the wages due and payable each Officer coming within the scope of this Agreement, an amount equal to the uniform monthly Membership fees, pension contributions as required, and any assessments of the Guild. The amount so deducted shall only be changed during the term of this Agreement to conform with changes in the amount of the regular fees of the Guild in accordance with its Constitution and Bylaws.
7. The Company will deduct initiation fees and remit same to the Guild upon receipt of proper authorization from the Officer concerned.
8. All deductions required under this Article will be forwarded to the Western Branch of the Guild, attention of the Secretary Treasurer within thirty (30) days, together with a list in duplicate showing the names of the Officers to whom said deductions are to be credited and the month for which the deductions are made.

1.02 Suspension, Layoff or Termination of Employment

1. **Termination**

An Officer shall be given fourteen (14) days' notice of termination of employment except in cases of discharge for just cause. Failure to give such notice will result in fourteen (14) days' pay. An Officer, when hired for relief or temporary work which does not exceed three (3) months shall only be entitled to the provisions of Clause 3 below.

2. **Suspension**

An officer may be suspended or discharged for just cause. Just cause may include but is not limited to the following:

- a) The refusal to abide by the Company's rules, regulations, policies and practices.
- b) The refusal by the Officer to submit to a drug test when reasonably and lawfully required by the Company's Substance Use policy or customer requirements.
- c) The refusal by the Officer to abide by a reasonable and lawful customer requirement.

3. **Layoff**

An Officer shall be given forty-eight (48) hours' notice of layoff. Failure to give forty-eight (48) hours' notice shall result in payment of two (2) days' wages.

4. An Officer shall give his Employer forty-eight (48) hours' notice of termination of employment.
5. Where available, an Officer may be offered a work-by program or project-based office work in lieu of layoffs subject to qualifications, ability and experience. It is not the intent of this article to expand CMSG jurisdiction.

1.03 Discrimination and Intimidation

The Company agrees not to discriminate against or intimidate any Member of the Guild for his activities on behalf of/or for Membership in the Guild.

In view of the requirement for the Company to conform to the *Employment Equity Act*, the Company and the Union affirm their intent to further the aims of employment equity in the workplace. The Parties agree to consult and through mutual agreement address practices and conditions to fulfill all government guidelines and regulations in this respect.

1.04 Legal Defense Insurance

1. Legal defense insurance for Officers covered under this Collective Agreement will be provided by the Guild and paid for by the Company monthly for each Officer in its employ at the following rate(s):

October 1, 2013 to September 30, 2019	thirty-one dollars (\$31.00)
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2. The Company and Officers will be advised as to the terms, conditions and extent of coverage underwritten.
3. "Officer" means Officers who are in good standing with the Guild.

1.05 Canadian Merchant Service Guild, Western Branch Pension Plan

1. a) The Employer will contribute monthly, to the Pension Plan, a total of eight and one-half per cent (8½ %) of each Officer's monthly basic rate of pay actually paid to the Officer each month. Vacation pay is included when it is part of the monthly basic rate of pay actually paid.
The plan will be portable within the Company and Guild Membership.
The Employer contribution shall be allocated as seven and one-half per cent (7½ %) to the Pension Plan account of the individual Officer and a further contribution of one per cent (1%) to the money purchase provision of the Pension Plan on an unallocated basis. This supplementary account will be used for the sole purpose of providing to the extent of funds available, Employer-Officers pension plan contributions of seven and one-half per cent (7½ %) and seven and one-half per cent (7½ %) respectively, for those Officers on Long Term Disability under the Guild Health Benefit Plan and after fifty-two (52) weeks when on WCB Benefits.
Officers for whom the seven and one-half per cent (7½ %) contribution is made will contribute concurrently by payroll deduction seven and one-half per cent (7½ %) on their own behalf.
- b) A Board of Trustees will continue to jointly administer the Pension Plan in accordance with the Trust Agreement. The Trustees shall be six (6) in number, comprised of three (3) Industry and three (3) Guild Trustees.
2. All contributions referred to under Clause (1) above are exclusive of any contributions required for the Canada Pension Plan.
3. A Company shall not be required to contribute to the Guild Plan on behalf of any Officer who is presently a Member of an existing Company plan.
4. The Company will forward to the Pension Plan Administrator monthly statements showing all contributions made on behalf of all Officers on payroll that month.
5. Where a Company is remiss in forwarding pension contributions, it shall be responsible for its contributions and any lost interest for any period beyond thirty (30) days.
6. Pension Plan contributions shall commence as of the first (1st) day of employment as an Officer. An Officer who is laid-off or terminated will have pension contributions and deductions made on all basic earnings paid which includes regular leave paid.

1.06 Boarding Pass

Guild Representatives shall be given access to Company property and aboard Company vessels either by checking with the Company office or by possession of a Boarding Pass issued by the Company. It is agreed that these visits will not interfere with the sailing or maintenance of the vessel.

At times when the Company offices are not open, permission shall be obtained from the Master of the vessel and the Port Captain on-call, requested through the Dispatch department. Guild Representatives will not be unreasonably denied access. It is agreed that the Company assumes no liability for injury to any Guild Representative while he is on Company property.

1.07 Warranty of Continuous Operation

1. The Company, signatory to this Agreement, and the Guild agree that there shall be no strikes or lockouts during the life of this Agreement.
2. There shall be no slowdown or stoppage of work during the period when a grievance is being resolved.
3. 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.
4. The Company will not require any Member of the Guild to continue with a tow if it has been brought through a picket line.

1.08 Benefit Plan

1. The Company will pay to the Guild a monthly contribution equal to the lesser of:
 - a) nine hundred twenty dollars (\$920.00) per eligible Officer; and
 - b) the monthly per Officer premium paid by the Guild to provide the Officers with a Health Benefit Plan, including, but not limited to, Life Insurance, Accidental Death and Dismemberment, Weekly Indemnity, Extended Health Care, Long Term Disability and Dental Coverage.
2. The Company will provide a monthly contribution of one per cent (1%) of each Officers basic monthly rate of pay effective October 1, 2006 to subsidize post-retirement benefits. This benefit will be subject to the Officer holding Membership in the plan for two (2) consecutive years directly preceding his retirement.
3. The Guild will provide a Health Benefit Plan for all eligible Officers utilizing all of the contributions received under Clause 1 above.
4. An Officer must be actively at work in order to be eligible for contributions to be made on his behalf, except as provided otherwise in this Article.
5. Contributions will be pro-rated for those Officers who are eligible and who are employed for a part month. Laydays shall be credited as employed days.
6. All eligible Officers will have contributions made for them on completion of ninety (90) days continuous employment with the Company.
7. Where an Officer is promoted from the unlicensed ranks and he works continuously, Health Benefit Plan coverage will be maintained under the unlicensed plan up to the first (1st) day of the fourth (4th) month following such a promotion, then entitlement to benefits under the Guild Benefit Plan will commence.

In the event the Officer is subsequently demoted back to the unlicensed ranks, coverage will continue under the Guild Health Benefit Plan for a full three (3) calendar months, then revert to coverage under the unlicensed plan first (1st) of the month following.

8. Officers absent due to disability, temporary layoff or leave of absence on the date they would normally become eligible, will be eligible for contributions from their date of return to active full-time employment.
9. Contributions will commence immediately for any eligible Officer who returns to active full-time employment with the Company within six (6) months of the date of his leaving employment. If an Officer does not return to active full-time employment within the six (6) month period, he will be considered a new Officer and will be subject to the completion of forty-five (45) days continuous employment provision. Where an Officer retains recall rights under Article 1.12, 6, he will not be subject to the waiting period on return-to-work with that Employer.
10. The Officer's pay shall be maintained, during the waiting periods for weekly indemnity payments by use of his accumulated leave.
11. An Officer on weekly indemnity will be entitled to top-up his weekly indemnity entitlement up to full basic wages with laydays. Laydays will include red days (unearned leave) as follows; seven (7) days red day credits for each year of service with the Company up to a maximum of forty-five (45) red days inclusive of any red days the Officer might have had when going off on weekly indemnity.
Officers who would otherwise have been laid-off will not be entitled to be supplemented with red days. Where an Officer is not expected to return-to-work and who is medically supported before going on LTD, red days will not be available for top-up.
Officers who qualify for and elect red day top-up under this Clause will be required to sign a letter of subrogation with the Company.
12. When an Officer is on weekly indemnity or WCB benefits for up to fifty-two (52) weeks, the Company will pay the full contribution under Clause 6 above, together with the BC Medical Plan premiums. An Officer who is laid-off when on these benefits will continue to have these premiums paid by the Employer.
13. Any rebate of EI Insurance premiums will continue to be retained by the Company to offset contributions.
14. The Company will continue to pay one hundred per cent (100%) of the BC Medical Services Plan premiums.

1.09 Marine Disaster and Mishap

Any Officer who suffers loss of personal effects, clothing, navigational equipment and tools related to the operation of the vessel through wreck or marine disaster, or while in transit provided or paid for by the Company to or from Home Port, shall be compensated by a payment of sixteen hundred dollars (\$1,600.00) for shift vessels, and two thousand dollars (\$2,000.00) when on a continuous operating vessel, subject to satisfactory proof of loss and in the event of loss of life this amount to be paid to the Beneficiary. In addition, an additional two thousand dollars (\$2,000.00) shall be available for loss of supplemental electronic navigational aids on continuous operating vessels.

1.10 Medical Examinations

1. The Company has the right to have all Officers medically examined for fitness and any Officer found medically unfit for service will not be employed. Medical examinations will be at the Company's expense. When an Officer is required to travel away from home for an examination the Company will reimburse the Officer for all travel expenses and further compensate the Officer one (1) calendar days pay. In the instance an Officer is removed from his vessel (or not dispatched) to facilitate such an examination then the Company will reimburse such an Officer for any and all loss of earnings and any associated travel costs.

2. Where the Company refuses to employ and/or discharges the Officer for medical reasons arising from Clause 1 above, the Officer will be examined by an independent third Party Doctor acceptable to all Parties for final medical fitness determination to perform his duties.
3. The Company will pay up to one hundred twenty-five dollars (\$125.00) of the Doctor's charge for a D.O.T. required medical exam for Continued Proficiency Certification. This amount will continue until October 1, 2008 and then increase the amount to one hundred fifty dollars (\$150.00) thereafter. Officers must supply the Company with proof of payment to be eligible for reimbursement.

1.11 Grievance Procedure

1. Definitions

- a) "Company" means "Company named in Agreement".
- b) "Guild" means "Canadian Merchant Service Guild".
- c) "Party" means "the Guild or Company".
- d) "Officer" means "a Member of the Guild".
- e) "Employer" means "the Officer's Employer".

2. Grievance

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 shall be dealt with without stoppage of work in the following manner:

- a) A regular Officer shall not be disciplined or discharged without just cause.
- b) Should an Officer be required to meet with his Employer regarding a disciplinary action, he shall be entitled to have a Guild Representative in attendance.
- c) Letter of discipline to an Officer covered by this Agreement shall be copied to the Guild.

3. Initiation of Grievance

a) By the Guild

- i) Any grievance lodged by an Officer or the Guild shall be presented to a person designated for that purpose by the Employer.
- ii) The maximum time for instituting a grievance concerning demotion, suspension, dismissal and all other disciplinary matters shall be thirty (30) days from the date of demotion, suspension, dismissal or disciplinary matter. A double registered letter shall be sent or delivered by hand to the Officer concerned, if he requests it.
The maximum time for instituting a grievance concerning issues other than the above shall be ninety (90) days.
- iii) Grievances arising shall be dealt with and processed to settlement in the following manner:
Step 1:
The Officer or Officers involved shall first present the matter to the designated Employer official.

Step 2:

If the matter is not satisfactorily resolved at Step 1 within forty-eight (48) hours of the date the grievance is presented, the Officer shall, within thirty (30) days of that date, refer the matter to the appropriate Guild Representative who shall then, within seven (7) days, submit the grievance in writing to the Employer.

Step 3:

If a satisfactory settlement is not reached within forty-eight (48) hours of the date the grievance is submitted to the Employer, the grievance may, within thirty (30) days of that date, be referred to the Arbitrator in the manner provided in Clause 5.

b) By the Company

- i) Any grievance lodged by the Employer or the Company shall be presented in writing to a person designated for that purpose by the Guild. If a satisfactory settlement is not reached within seven (7) days of the date the grievance is presented in writing, the grievance may, within thirty (30) days of that date be referred to the Arbitrator in the manner provided in Clause 5.

4. Time Limits

- a) The time limits set out in the foregoing may be extended by mutual agreement of the Parties.
- b) Failing mutual agreement to extend time limits under Clause 4 (a), a grievance which has not been processed within the time limits shall be deemed to be abandoned, and all rights of recourse to the Grievance Procedure under this Agreement in respect of this grievance shall be at an end.
- c) Any grievance may be advanced directly to arbitration by mutual agreement of the Parties.

5. Arbitration

In the case of a dispute arising under this Agreement which cannot be settled in the manner provided for in Clauses 2 through 4, the matter shall be determined by arbitration in the following manner:

a) Arbitrator

The Parties, by mutual agreement, appoint a single named industry Arbitrator and an alternate.

b) Cost Apportionment

The Parties shall bear, in equal proportions, the fees and expenses of the Arbitrator or the alternate Arbitrator, including the rental of any premises used for the hearing.

This shall apply in all cases except where, as provided in Clause 5 (d) (iv), the Arbitrator is called upon to reconsider his decision. In such latter instances, the fees and expenses connected with his reconsideration of the decision, including the rental of any premises used, shall be borne in full by the Party which requested such reconsideration.

- c) Powers
 - i) The Arbitrator shall have no authority to alter, modify, subtract from or supplement the provisions of this Agreement in any way.
 - ii) If the Arbitrator finds that an Officer has been unjustly demoted, suspended or discharged, the Arbitrator shall order the reinstatement of the Officer by the Employer without loss of pay and with all his rights and privileges preserved under the terms of this Agreement, provided however, that if it is shown to the Arbitrator that the Officer has been in receipt of wages or related remuneration during the period between suspension or discharge and reinstatement, the amount so received shall be deducted from wages payable by the Employer pursuant to this Clause.
- d) Arbitration Procedure
 - i) The Party advancing the grievance shall notify the other Party and the Arbitrator in writing of the issue to be arbitrated.
 - ii) The Arbitrator shall then invite the Parties to meet and present evidence, and shall render a decision within fifteen (15) days of concluding his hearing, said decision to be final and binding upon the Parties to this Agreement, subject to the provisions of Clause 5, (d) (iv).
 - iii) If, upon application by either Party, it appears to the Arbitrator that the circumstances surrounding the grievance are of such urgency or seriousness as to justify disposition in a summary manner, then:
 - a) The Arbitrator may order that the matter proceed to arbitration without compliance with the grievance provisions of Clauses 2 through 4.
 - b) The Arbitrator may proceed to hear the matter in such manner and in such time as he deems advisable.
 - c) The Arbitrator may issue a summary decision, direction or order which shall be binding on the Parties.
 - d) The Arbitrator shall, within seven (7) days of his summary decision, render his decision in writing, and at that time he may, on his own initiative, vary the summary decision made by him.

The procedure outlined herein shall be subject to the provision of Clause 5 (d) (iv).
 - iv) Either Party may, within five (5) days of receipt of the Arbitrator's decision, notify the Arbitrator and the other Party of its desire to have the Arbitrator reconsider his decision, such notice to be in writing and to be supported by reasons.

The Arbitrator may proceed to reconsider the matter, and in the event that he does, he shall render a decision within seven (7) days of receiving notice, provided that if he has to conduct a hearing into the matter, he shall render a decision within fifteen (15) days of concluding the hearing.

- e) Interpretation Ruling
Either Party may within fifteen (15) days' notice to the other, request the Arbitrator to make an interpretation ruling on any question involving an interpretation of any terms of this Collective Agreement. It is agreed that such an interpretation ruling will only be initiated as a result of one of the Parties disagreeing with the actions or stated intended actions of the other Party. In such instances, the Arbitrator shall invite the Parties to make submissions in support of their respective interpretations at a hearing to be held for the purpose, and shall render a ruling within thirty (30) days of the conclusion of the hearing. Such a ruling shall be final and binding upon the Parties and shall not be subject to reconsideration.
 - f) Where the Company enacts discipline upon an Officer such record of discipline may only be referred to by the Company for a four (4) year period subsequent to the date the discipline is enacted, providing there has not been any further discipline enacted upon the Officer within this four (4) year period. Excepted from this are suspensions.
6. Expedited Arbitration Process
- a) By mutual agreement, the Parties may refer any grievance or group of grievances (related or unrelated) properly submitted in accordance with the provisions of Article 1.11 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 jointly select from the following agreed upon arbitrators:
 - i) Nicholas Glass
 - ii) Wayne Moore
 - iii) John McConchieThis list will be jointly reviewed on an annual basis and changes may be mutually made at any time on request of either Party.
 - c) Where none of the above mentioned Arbitrators are available within the required thirty days (30) calendar days, the Parties may agree upon an alternate Arbitrator who is available or otherwise extend the time limits as necessary, subject to mutual agreement.
 - d) 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.
 - e) The decision of the Arbitrator shall be subject to Clause 1.11, 5 (c) and (d) above.
 - f) The Union and the Company shall equally share the cost of the fees and expenses of the Arbitrator and hearing room as per Clause 1.11, 5 (b) above.
 - g) The Parties shall endeavor to produce a Joint Statement of facts related to the grievance to be provided to the Arbitrator at the beginning of the hearing. The Company and the Guild will produce ex parte statements to be provided to the Arbitrator immediately before the hearing in cases where certain facts related to the grievance remain in dispute.

1.12 Seniority

1. For the purpose of this Article, there shall be three (3) kinds of seniority:
 - a) Enter Service Date
Being total length of service with the Company for the purpose of calculating accumulative items, i.e.: vacation provisions.
 - b) Service Seniority
Being length of service with the Company as an Officer.
 - c) Category Seniority
Being the length of service with the Company in a specific category of Officer, i.e.: Master, Mate, Chief Engineer, Second (2nd) Engineer, etc.
2. An Officer shall acquire seniority as of the date of his employment with the Company as an Officer provided he has completed six (6) months continuous employment as an Officer.
 - a) Any documented time served as an Officer will be recognized and credited to the Officer upon permanent promotion.
 - b) To ensure that seniority acquisition in specific categories is duly recognized, and any and all category seniority acquired, albeit in an infrequent or non-posted fashion will be recognized, the following will prevail:
 - i) in the instance an Officer relieves as a Master or Chief Engineer and is listed on the Mate's or Second (2nd) Engineer's seniority list, any documented time served in the higher capacity shall be recognized upon permanent promotion to such higher capacity.
3. The Company will post, on each vessel, and provide a copy of an updated seniority list to the Guild, by March 31st of each year. The updated seniority list will contain the following column headings:
 - a) Enter Service Date
 - b) Date the Officer Became an Officer
 - c) Category SeniorityThe updated seniority list will be deemed final if not disputed by the Guild within four (4) months of the Guild receiving the updated list each year.
4. In the event an Officer returns to sea and subsequently returns ashore, he will not be entitled to accumulated seniority for more than his return to sea unless it is for more than one (1) year. Officers going ashore on a temporary basis less than one (1) year at a time will continue to accumulate seniority. The original date the Letter of Agreement was granted will be reported on the seniority list annually. In addition, any changes in seniority caused by this Clause will be applied and reported annually.
5. Where a senior Officer is in a red day position and there are Officers junior in seniority to him working, the Officer will have the first right of refusal to the work within the relief pool in his class of vessel. Where no relief work is available, the Officer may exercise his seniority and displace the most Junior Officer in his class or class below, after giving forty-eight (48) hours written notice to the Company. The Officer will maintain his posted rate of pay if he displaces an Officer in a lower class. The Officer must have the seniority, qualifications, experience, ability and sufficiency to perform the work.
6. To maintain an Officer's seniority he must be a Member in good standing with the Guild.

7. When a vessel is temporarily taken out of service for one (1) to seven (7) days and no substitute vessel is provided, the Company will place the affected Officer in a relief position when requested or he may choose to use any leave available to him. When the vessel is out of service or re-deployed for seven (7) to one hundred twenty (120) days and no substitute vessel is provided, the Officer will be placed in a relief position where available. Where neither of the above options are available, the Officer may apply his seniority and displace the junior Officer in his class or a class below provided he has the qualifications, experience and ability sufficient to perform the work.
- While a vessel is out of service or re-deployed, the Officer will remain at his posted rate of pay.
- The Officer shall be returned to their vessel if it is returned to service within one hundred twenty (120) days. If the vessel is out service in excess of one hundred twenty (120) days, it will be subject to the re-alignment process under Article 1.14. The one hundred twenty (120) days' time period may be extended by mutual agreement, if the vessel's return to work is imminent.
8. In cases of layoff or recall, service seniority will be the determining factor providing the Officer has the qualifications, experience, and ability to perform the work. Where an Officer who has positive laydays and is subject to layoff, he will have the following options to continue on the Company's payroll:
- a) His leave will run out.
 - b) He shall have the option of banking his annual vacation and statutory holidays, or running them out.
 - c) Overtime converted leave to be banked or cashed out at the Officers direction.
 - d) Benefit Plan premiums will be maintained.
 - e) Pension Plan contributions will be maintained.
 - f) Monthly employed dues/remittances will be maintained.
- Re-alignment of positions due to layoffs shall be in accordance with Article 1.14, Re-alignment Sequence.
9. An Officer who has been laid-off will retain his seniority and the right to be recalled for a period up to eighteen (18) months from date of layoff provided he reports to the Company when recalled. An Officer who is given reasonable notice and fails to report upon recall is subject to termination. Reasonable notice shall not be less than twenty-one (21) days.
10. Should a Guild Member be demoted to a position of Deckhand due to layoffs, the Employer shall promote him back to that of an Officer before hiring new Officers.
11. The Company shall not make Officer's work available to Officers working as Deckhands until all Officers who have greater seniority have been recalled from layoff or been afforded the right of first refusal provided they have the qualifications, experience and ability to perform the job.
12. When an Officer on leave takes employment with another Company within the marine industry, he shall be deemed to have terminated employment with the Company.
13. Where a merger or a purchase occurs between Companies and the purchase or merger agreement involves the transferring of Officers from one Company to another, the resulting Company agrees to meet and consult with the Guild on matters of seniority. The meeting shall take place within thirty (30) days following the date of the event or later if mutually agreed. The Company, after consulting with the Guild, shall effect a revised seniority list. The Guild shall have the right to dispute the revised seniority list under the Canada Labour Code provided it does so within one hundred and twenty (120) days of receiving the list.

14. The Company shall post semi-annually lists of cleared Mates and Skippers who are in line to be called up next.

1.13 Job Postings / Appointments

1. The Company will post job vacancies a maximum of four (4) times per year and a minimum of three (3) times per year. This includes all required Officer positions on regularly crewed vessels.
2. Postings will be posted for thirty (30) days and selections will be determined and distributed within thirty (30) days of the closing date. Late applicants will not be considered. Successful applicants will be notified in writing.
3. Applicants will be considered for vacancies, including vacancies arising from posted vacancies being filled, on the basis of category seniority subject to experience, qualifications and ability to perform the work.

Officers wishing training to gain experience for relief positions or future job vacancies in their current or other areas of operation shall advise the Company of their interest. When the Company is planning such training, Officer shall receive consideration on the basis of seniority subject to qualifications and ability to perform the job. Officers successfully completing the training would then be given future relief opportunities as they arise. Such training will not be unreasonably denied.

4. Where an Officer applies for and is successful for a posting, he must assume the position.
5. All Officers shall, on request, be provided with a letter confirming their posted vessel, class of vessel or Home Dock. Any changes will be in accordance with provisions of this Article. Where postings is to class or Home Dock, the Officers customary vessel will be identified.

6. a) An Officer may request to work up to half (½) time subject to approval by the Company. Entitlement to this provision shall be dependent on the following age and service seniority formula:

SERVICE	AGE
15 years	60
20 years	55
25 years	50

The minimum period shall be one (1) year. The work/leave of absence arrangement will be mutually agreed between the Officer and the Company. The Officer will retain his posting and regular rotation. The intent of this Clause is for retirement phase-in, not alternate employment, therefore the Officer must declare his retirement date and retire within one (1) to three (3) years from the commencement of the work/leave.

If the Officer discontinues the work/leave prior to his or her declared retirement date, he/she will be deemed to be retired as of that date (exceptions may be granted where extenuating circumstances arise).

- b) Such Officer shall only accrue further seniority and service for actual days worked and corresponding leave.
- c) Pension contributions shall be maintained as per Article 1.05.
- d) The Benefit Plan premiums shall be paid by the Company and the Officer of a fifty-fifty (50-50) basis each month and will continue to be paid until this half (½) time arrangement is ended.
- e) Weekly Indemnity and Long Term Disability Benefits will be paid at the rate of fifty per cent (50%) of the benefit entitlement and other benefits at the full entitlement.

- f) Weekly Indemnity top-up with red days as under Article 1.08, 11 shall be pro-rated both in time and money. Top-up will not be available during the leave of absence period.
- g) The Officer will only be entitled to statutory holiday compensation which coincides with his being on the Company payroll, i.e.: on a sea day, work by or a layday.
- h) Annual vacation days accrual shall be fifty per cent (50%) of the Officer(s) normal vacation days entitlement from commencement of this half (½) time arrangement.
- i) At the time the Officer commences his leave of absence period, all accrued monies including leave may be paid out at the Officer's discretion.
- j) It is understood Officers working pursuant to this provision shall not be entitled to use accumulated overtime and statutory holiday banks to reduce their commitment to work half time.

Clause 6 may be reviewed and amended by mutual agreement between the Guild and the Company.

1.14 Re-Alignment Sequence

Re-alignment of positions due to layoff, change in Home Port, permanent change in Home Dock (30 days or longer), change from shift to continuous operating and vice versa, or vessels permanently taken out of service, will be in accordance with this Article.

1. Any realignment within an officer's category shall be determined by category seniority. The number of Officers retained in a category shall be in accordance with category seniority. Displaced Officers will be transferred to the next lower category and any subsequent realignment of positions shall be made in accordance with service seniority.
2.
 - a) Any realignment of position under this article is subject to the Officer's current experience, qualifications, and ability to perform the work. Upon completion of realignment, should an Officer wish to work in a position, or area, for which he is not currently qualified, Article 1.13 (3) will apply.
 - b) Where an Officer is affected by a temporary change in Home Dock (29 days or less), he shall have first right of refusal to any available work at his Home Dock. Where there is no available work, he shall move with the vessel.
 - c) Where an Officer is subject to realignment due to a permanent change in Home Dock, he shall have the right to stay at his dock and displace only the most junior officer on vessels remaining at that dock. Where a suitable replacement vessel is provided this Article shall not apply.
3. When a re-alignment has been affected in accordance with Clause 1 and the vessel that was originally taken out of service returns to regular service within eighteen (18) months, the Officer who had been realigned will have first right of refusal to return to that vessel. This only applies to the Officers on a vessel taken out of service.
4. Should the Officer not wish to return to the vessel, the vacancy will be posted in accordance with the posting provisions of the Collective Agreement. Subsequent vacancies arising as a result of the Officer returning to his original vessel will be posted in accordance with posting provisions of this Collective Agreement.

5. When a vessel is deemed to be permanently out of service, the Officer affected will maintain their rate of pay until the realignment of his/her position is confirmed and scheduled by the Company.

1.15 Annual Vacations

1. An Officer shall receive fourteen (14) consecutive days annual vacation upon completion of one (1) year of service with the Company and for each succeeding year. He shall be paid for such vacation on the basis of four per cent (4%) of gross wages earned in each year.
2. An Officer 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 per cent (6%) of gross wages earned during his Second (2nd) and succeeding years of service.
3. An Officer 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 per cent (8%) of gross wages earned during his seventh (7th) and succeeding years of service.
4. An Officer shall receive thirty five (35) consecutive days annual vacation upon completion of fifteen (15) years' service with the Company. He shall be paid for such vacation on the basis of ten per cent (10%) of gross wages earned during his fifteenth (15th) and succeeding years of service.
5. An Officer 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 per cent (12%) of gross wages earned during his twenty-second (22nd) and succeeding years of service.
6. An Officer with thirty (30) years of service with the Company shall receive an additional two per cent (2%) of gross wages earned during his thirtieth (30th) and succeeding years of service.
7. In all cases under Clauses 1, 2, 3, 4, 5, and 6 above, if the Officer has worked less than a normal year and is not entitled to the full annual vacation days allowed, they shall be pro-rated in accordance with the vacation pay earned.
Excepted from this is when an Officer is off on WCB benefits for up to one (1) year. In this instance he shall be entitled, at his election, to take the vacation time he would have otherwise earned without pay subject to the fact that any vacation pay entitlement would be that which had been accumulated before the commencement of WCB benefits and subsequent to such benefits coming to an end in the vacation year.
8. Vacation pay shall be accumulated throughout the year and shall be paid to the Officer on the pay day prior to his vacation. Vacation pay shall not be used to offset red days while an Officer is employed except by mutual agreement with the Officer who shall be obliged to advise the Guild.
9. The Company shall provide vacation pay information, including amount, income tax deducted, period covered and gross earnings for the period, at the same time an Officer receives his vacation pay.
10. An Officer shall be entitled to select the periods desirable to him for his vacation periods on the basis of his seniority with the Company, and his vacation periods may, at his discretion, be combined with time off, subject to the Company having the right to approve the overall vacation schedule. The Officer's request will not be unreasonably denied.
11. For the purposes of this Article, the term "gross wages" shall include all monies credited including wages, overtime, excessive hours, subsistence allowance, previous vacation pay and engine servicing pay.

12. An Officer terminating his employment shall be paid all vacation pay due him up to the date of leaving, calculated in accordance with Clauses 1, 2, 3, 4, 5, 6, and 7.
13. When a statutory holiday occurs in a vacation period, the provisions of Article 1.16, 2 (d) shall apply.
14. An Officer who has been laid-off and is re-employed by the same Employer within eighteen (18) months of the date of layoff shall be granted the same vacation entitlement as he possessed immediately prior to the layoff.
15. Where an Officer is scheduled or elects to retire within any given year, such an Officer shall be entitled to utilize all vacation allowances accrued during the year of retirement including the immediate preceding year, should he so choose.

1.16 Statutory Holidays

1. All Officers will be given the following paid statutory holidays:

New Year's Day	Family Day	Good Friday
Easter Monday	Victoria Day	Canada Day
BC Day	Labour Day	Thanksgiving Day
Remembrance Day	Christmas Day	Boxing Day

Any statutory holiday proclaimed by either the Federal or BC Provincial Government shall be recognized upon proclamation and included as a paid holiday.

2.
 - a) The rate of pay for work on a statutory holiday is time and one-half (½) the straight time hourly rate.
 - b) When an Officer works on a statutory holiday, he shall be granted an alternate calendar day off.
 - c) When a statutory holiday is worked, leave of 1.24 (12 hours) or .493 (8 hours) is credited to the layday account.
 - d) For each statutory holiday not worked, or for each alternate day off in place of a statutory holiday worked, an Officer shall be granted a calendar day with pay and paid his corresponding leave.
3. Examples of earnings and credits for a full shift are as follows:

- a) Twelve (12) Hour

Earnings		Day	Leave	Cash
Holiday Credit	2.24 days	1		1.24
Time Worked Credit	3.36 days	1	1.24	1.12
TOTAL	5.60 days	2	1.24	2.36

- b) Eight (8) Hour

Earnings		Day	Leave	Cash
Holiday Credit	1.493 days	1		.493
Time Worked Credit	2.24 days	1	.493	.747
TOTAL	3.733 days	2	.493	1.24

If an Officer and the Company agree, the Officer, on an eight (8) hour shift tug, may at his request take eight (8) hours pay in lieu of the day off.

4. For each statutory holiday or alternate day off in lieu of a statutory holiday, the Officer shall be credited with eight (8) hours work under the Canada Labour Standards Code.

5. Officers employed on vessels operating in the Home Trade Class 3 and Home Trade Class 4, Minor waters, and including the Queen Charlotte Islands, will be granted the three (3) day period, consisting of December 24th, 25th and 26th, as leave in the Home Port. Where due to cases of distress, extreme emergency or continuous on-station operations, all or any part of this three (3) day period is not granted, then the three (3) day period of December 31st and January 1st and 2nd will be granted.
6. Officers who do not receive either three (3) day period referred to in Clause 3 above shall receive a three (3) consecutive day period of leave immediately on return to Home Port. All three (3) days in such case will be paid for at the statutory holiday rate.
7. Where the Company is unable to obtain the services of its Officers for ship berthing or unberthing, and security checks of moored equipment and log booms during the three (3) day period consisting of December 24th, 25th and 26th, management personnel may be used. Officers scheduled to work New Year's need not be requested to work these dates.

8. Christmas Season Coverage

In recognition of the Company's requirement to sustain operations during the Christmas period, the following premiums will be paid to Officers working the period:

- a) Any Officer working the following dates will receive:

December 24	
➤ (arriving before 12:00)	2.24
➤ (arriving after 12:00)	4.48
December 25	6.72
December 26	6.72

- b) Any compensation beyond the regular 2.24 earnings and credit on these days will be paid out and will not be banked for leave purposes.
- c) Any Officer assigned to a vessel on a regular or posted basis will have first right of refusal to work the dates outlined above and will not be displaced should the Officer not volunteer to work those dates.
- d) Work is to be assigned on a volunteer basis with no reliance on leave status or any other circumstance.
- e) Any Officer, who did not sign up as a volunteer to work the 24th, 25th, 26th, and is subsequently called and agrees to work the 24th, 25th, or the 26th, shall not work the period of the 31st, 1st, and 2nd even if they were scheduled to do so.
- f) Provisions pertaining to premium payment and time under Article 1.16, 5 and 6 will not apply where the Officer voluntarily agrees to work the 24th, 25th and/or the 26th and coincidentally works the period of the 31st, 1st, 2nd, with the exception of premium payment for the January 1st statutory holiday.
- g) All other provisions of Article 1.16 will apply.

1.17 Leave (Laydays)

1. Pay in lieu of leave shall not be tendered or accepted except as mutually agreed between the Guild and the Company. The Company, before paying such leave, shall have a letter of authorization from the Guild.

2. No Officer shall accumulate more than forty-five (45) days leave without mutual agreement between the Guild and the Company. A list of all accumulated leave shall be forwarded by the Company to the Guild monthly. This list will indicate if the Officer was at sea or on leave at the end of the indicated pay period.
3. When a vessel is laid up for overhaul, an Officer with any accumulated leave due shall take such leave while his vessel is laid up unless requested by the Company to work by his vessel or to sail on another Company vessel. When requested to work by his vessel, the conditions set out in Article 1.22– Officers Working by the Vessel, shall be in effect.
4. Any Officer away on leave who fails to report for duty at the expiry of his leave without reasonable excuse shall be considered to have terminated his employment with the Company.
5. At the expiration of accumulated time off, and when an Officer is unable to rejoin his vessel, he shall continue to receive his rate of pay until such time as he resumes duty on the vessel from which he took his leave or such other vessel as the Company may assign him, but such time shall be deducted from his next accumulated leave period, provided that an Officer returning from a red day leave may not be arbitrarily assigned to a vessel of a lesser class solely for the purpose of recovering monies.

The Company may temporarily assign the Officer to a lesser class of vessel if he is unable to rejoin his vessel or an equivalent vessel for reasons clearly beyond the control of the Company, i.e.:

- a) overhaul
- b) major re conversion
- c) major damage or breakdown
- d) extended voyage (in excess of two [2] weeks)

The individual shall repay any/and all monies advanced under this arrangement.

6. Where an Officer has been granted leave of twenty-four (24) hours, he shall return to his vessel at the end of such time unless previously requested to phone for confirmation of sailing time. The Officer shall not be required to phone more than once in that twenty-four (24) hour period.
If the Officer is not required to sail at the expiration of the above noted twenty-four (24) hour period, the onus shall thereafter be upon the Company to inform the Officer as to sailing time.
7. When an Officer has been recalled to work, he shall receive a minimum of one (1) day's pay and leave earned for that day before being given leave again. When an Officer has been recalled to work and due to weather or breakdown the vessel does not sail, he shall be paid one-half (½) day's pay and leave. Excepted from this provision are those Officers covered by Article 3.01 (7).
8. The Company shall endeavor to give twenty four (24) hours' notice (and twelve [12] hours confirmation of same) when leave of more than two (2) days is to be granted with the intent being to allow sufficient time to properly prepare the vessel for a new oncoming crew.
9. In all occupational classifications covered by this Agreement, leave with pay shall be granted as set forth in Clause 10, exclusive of annual vacation and statutory holidays.
10. The method of calculating leave shall be 1.24 days leave earned for each day worked. Such leave shall be granted in the Home Port.

11. a) An Officer who is on a regular period of leave and who has a positive leave position, shall not be required to return-to-work prior to the expiration of his regular leave period. Should an Officer be required as a replacement, an Officer in the same pay class (taking into regard Seniority – Article 1.12) shall be offered the position. Where such an Officer is not available, the Company will then seek a replacement from its Officer ranks in accordance with Seniority – Article 1.12.
Should the Company be unable to acquire suitable help in the foregoing manner, it may acquire a suitable Officer from the Guild on a temporary basis in conformity with Article 1.01.
- b) Officers who are due or are on scheduled leave (laydays) shall be entitled to take additional accumulated leave provided they give the Company seven (7) days written notice (except under extenuating circumstances) prior to commencing the additional leave, and this leave shall not be unreasonably denied. This arrangement shall not give rise to red day payments.

1.18 Leave of Absence

1. Any Officer desiring leave of absence for any reason other than those set out in Clauses 3, 4, and 5 of this Article, must obtain authorization in writing from the Company, and the Company and the Guild must mutually agree in writing to the granting of such leave, and it will not be unreasonably denied.
2. Where any Officer is granted leave of absence under this Article for a period of longer than thirty (30) calendar days, the Company agrees to notify the Guild as to the circumstances for granting of such period of leave.
3. a) The Company will grant leave of absence to Officers suffering injury or illness when on Weekly Indemnity, LTD or WCB, subject to a medical certificate if required by the Employer.
b) Where an Officer on a Worker's Compensation Board claim is medically determined by the WCB to be unable to return to the employ of the Company, and re-training for alternate employment under the WCB Vocational Rehabilitation Phase has commenced, the employment relationship between the Officer and the Company is ended.
The foregoing shall apply providing the medical determination is not in dispute or where in dispute until settled.
4. a) The Company will grant leave of absence to Officers who are appointed or elected to a Guild office (or who go ashore to work for the Company) for a period up to and including three (3) years. The Officer shall accumulate seniority for three (3) years and then his seniority shall remain dormant until his return. Further leave of absence will be granted if requested. Any Officer 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 Guild.
b) In the event an Officer returns to sea and subsequently returns ashore, he shall not be entitled to accumulate seniority for more than the period of his return to sea unless it is for more than one (1) year. Officers going ashore on a temporary basis, less than one (1) year at a time, shall continue to accumulate seniority.
c) By mutual agreement between the Parties, leave of absence of up to three (3) years may be granted to an Officer who desires to work offshore with an Employer engaged in foreign- going shipping. Such an Officer's seniority shall remain dormant from the time leave is granted and until his return to the employ of the Company from which leave was taken. Under this arrangement, leave of less than six (6) months will not be granted.

5. The Company will grant leave of absence to Officers who are elected as Representatives to attend Guild meetings, Guild conventions, conventions of labour organizations to which the Guild is affiliated or any convention to which the Guild nominates the Officer as a delegate on its behalf or acts as Members of any Guild Negotiating Committee.
An Officer shall be allowed to continue to receive his rate of pay from his layday account including red days up to a maximum of fourteen (14) days for the purpose of attending such conventions and/or meetings. When an Officer sits on a Guild Negotiating or Trustee Committee dealing with his Employer, the above fourteen (14) day limit shall not apply. This Clause shall not interfere with the provisions of Article 1.02.
6. It is agreed that before the Officer receives the leave of absence as set forth in Clauses 4 and 5 above, the Company will be given due notice, in writing, by the Guild in order to replace the Officer during his absence with a competent substitute.
7. An Officer, when returning from leave of absence, shall be reinstated in no less than the same pay classification the Officer held when granted the leave of absence.
Should the Company not have a vessel of his former pay class he shall receive the rate of pay of the next lower vessel group in which the Company operates a vessel.
8. An Officer shall be entitled to compassionate leave of up to three (3) days to attend urgent domestic affairs. Leave of more than three (3) days may be taken subject to Company approval, if the circumstances warrant.
9. An Officer who is required to be available for Jury Duty, Coroner's Jury Duty, Coroner's Witness, Crown Witness, or where the Officer represents his Employer in a court action, will be paid while on such duty, provided such court action is not occasioned by the Officer's private affairs. Such pay shall be offset where an Officer's pay is remunerated by a third Party, e.g.: when acting as a witness. The pay will be such as to maintain the Officer's monthly basic rate. Leave banks will be frozen during this time.
10. Bereavement Leave
 - a) Officers are entitled to a maximum of four (4) days of paid bereavement leave including any layday accumulation for those days immediately following the death of an immediate family Member (as defined under the Canada Labour Code) or at the time of the memorial/funeral.
 - b) Bereavement leave will only apply to qualifying days as per the provisions of (a) above which occur during the Officers regular tour of duty.
 - c) The Officer will advise the Employer as soon as possible regarding his request for bereavement leave so that arrangements for relief, where required, may be arranged.

1.19 Education and Upgrading

1. An Education Committee shall be established to foster the education and upgrading of Officers. It shall be comprised of two (2) Guild Representatives and two (2) Company Representatives. Its duties shall include the development and approval of courses which are mutually beneficial to the Company and its Officers. It shall promulgate rules and procedures, establish a body of precedents, adjudicate disputed applications, maintain liaison with appropriate government departments and otherwise assume responsibilities as directed by the Parties from time to time.

The following concepts shall govern the payment of courses:

- a) On Company required education and training programs, the Employer will bear all costs of tuition, including wages. A twelve (12) hour sea day will be paid for each day of training where an Officer would otherwise have been working on a scheduled tour of duty. Officers required to take training during their leave shall be scheduled for training at a minimum eight (8) hour sea day.
- b) On voluntary upgrading courses with controlled attendance, including marine correspondence upgrading courses, the Employer will bear the costs of tuition, books and fees, and the Officer will contribute his time, in accordance with Clause 3. An Officer who fails to successfully complete a course shall reimburse the Company for tuition, books and fees.
- c) On required upgrading arising out of Government Regulations, the Employer will assist the Officer along the lines outlined in Clause (b) above.
- d) The Company will pay to each Officer who attends a required upgrading course necessary for maintaining his Continued Proficiency Certificate and STCW '95 Certificate as follows:
 - i) The Employer will pay an expense allowance of one hundred fifteen dollars (\$115.00) per day of attendance in a course. The allowance will increase five per cent (5%) on each anniversary date of this Collective Agreement. The allowance will be paid to a maximum of (15) calendar days every five (5) years not including medicals. Leave banks may be frozen at the discretion of the Officer while attending upgrading courses.

	Oct 1, 2013	Oct 1, 2014	Oct 1, 2015	Oct 1, 2016	Oct 1, 2017	Oct 1, 2018
Per Day	\$115.00	\$120.75	\$126.79	\$133.13	\$139.78	\$146.77

- 2. The Company shall have the right to limit the selection and the number of Officers permitted to take an upgrading course at any one time.
- 3.
 - a) If an Officer runs out of leave time during attendance at an approved course, the Company shall loan him funds to the extent of continuing the Officer's normal take home pay and shall continue benefits including statutory holidays under this Agreement for the period of the course plus a consecutive period of up to fourteen (14) days for the taking of exams.
 - b) If Government assistance is available, the Officer shall apply, and if granted, the amount advanced by the Company during the course shall be reduced by the sum of such government assistance.
- 4. At the completion of the course, an Officer shall return-to-work for the Company until such loan is repaid. If the Officer fails to do so, the Guild will render cooperation toward recovery of the loan.
- 5. The Employer will provide wage assistance to eligible Officers who take courses leading to certificates for which the Employer deems he has use, and which are three (3) or more months in length. Wage assistance shall be fifty per cent (50%) of the Officer's basic rate commencing with the sixth (6th) week of the course through its completion including up to an additional two (2) weeks for the taking of exams. To be eligible, an Officer shall have a minimum of three (3) years with the Employer.
 - a) M.E.D. II and re-validation are covered by the terms of Clause 1 (c).
 - b) Parties agree that a Standing Committee be named pursuant to Article 1.19

1.20 Duties

1. a) The Master is in command of the vessel and the duties of all crew Members, regardless of position, come under his direct control.
- b) The duties of a Deck Officer shall be primarily those of a Navigating Officer and a working supervisor of unlicensed crew Members.
- c) A Deck Officer shall not be required to perform the work of an unlicensed crew Member except when his assistance is necessary.
2. Engineering Officers presently employed on vessels on which certificated Engineers are not required by the C.S.I. shall continue to be employed on these vessels (except when such vessels are laid up for lack of work) during the term of this Agreement.
3. The prime responsibility of an Engineer is the operation and maintenance of the engine room equipment and to maintain other engineered systems on the vessel. Engineers shall not perform duties customarily performed by unlicensed personnel, provided that:
 - a) On one (1) Engineer vessels with less than two (2) Deckhands or Cook/Deckhands, the Engineer may be required to perform limited duties aboard the vessel other than his customary duties.
 - b) On vessels with two (2) Deckhands or two (2) Cook/Deckhands or where an Engineer is required by Law, such Officer shall not be subjected to limited duties on deck other than his customary duties.
Such Officer may be requested to perform these limited duties, and all hours so worked shall be considered as unrelated duties and compensated for at the applicable premium rate.
 - c) In neither case, Clause 3 (a) and (b) above, shall an Engineer be requested to perform such limited duties if they interfere with his necessary engineering duties.
 - d) On one (1) Engineer vessels with two (2) Deckhands or two (2) Cook/Deckhands, the Engineer shall normally stand the Master's watch.
4. The Company will ensure that engine rooms are returned to their normally clean condition after refit, overhauls and major repairs.

1.21 Duties Other Than as an Officer

1. a) An Officer who performs duties such as handling cargo, gear or boomchains other than for the vessel's own use, shall be paid for each hour so worked on watch, a premium of one and half ($\frac{1}{2}$) hour's straight time pay and for each hour so worked off watch, a premium of two and one-half ($2\frac{1}{2}$) times his straight time pay; for example, a Class 5 Mate would receive for such work in accordance with rates as set out in Pay Schedule "C-1", the following rates as of October 1, 2013:
 - i) On Watch: fifty-nine dollars one cents (\$59.01)
 - ii) Off Watch: ninety-eight dollars thirty-five cents (\$98.35)Notwithstanding the on-watch premium described above, the rate of pay for Officers operating dozer boats shall be a premium of straight time pay plus seven and one-half per cent ($7\frac{1}{2}$ %) of the premium.
- b) The minimum payment for the work set out in Clause 1 (a) shall be one (1) hour, to be computed thereafter in half ($\frac{1}{2}$) hour increments. It is understood that ships' crew customarily load ships' stores as part of their normal duties on watch. Such stores should only be for their own vessel and/or one (1) other Company vessel. If Officers are required to load or unload stores off-watch, they shall be paid the overtime rate.

- c) If the ship's stores are other than those described in Clause 1 (b), the loading and unloading of such stores shall be paid for as cargo in accordance with the provisions of Clause 1 (a).
 - d) An Officer not properly trained or certificated to load or discharge oil or chemical barges shall not be required to perform such work.
 - e) Notwithstanding Clause 1 (b) above, the payment for pumping barges will be for cumulative time worked with a minimum payment of one (1) hour and paid in accordance with Clause 1 (a).
2.
 - a) In addition, Engineers called to work off the vessel, whether on-watch or off-watch, repairing or maintaining other than the vessel's mechanical equipment, shall be considered to be working at non-Officer duties and shall be paid in accordance with the provisions of Clause 1 (a).
 - b) Where Deck Officers are required to perform maintenance or repair of barge equipment on or off-watch, they shall be considered to be working at non-Officer duties and shall be paid in accordance with the provisions of Clause 1 (a) of this Article.
 3. Engineers shall be paid in accordance with the provisions of Clause 1 (a) for the following: cleaning smoke stacks, bilges, oil tanks, oil separating centrifuges, boilers, water tanks, fish oil tanks, oil spills, rose boxes, air boxes, inlet ports, exhaust ports of internal combustion engines, work in confined spaces, sewage systems, and on machinery that has not been allowed to cool to a reasonable temperature.
 4. The provisions of this Article shall not apply when safety of life at sea is involved.

1.22 Officers Working by the Vessel

1. When a vessel is tied up in the Home Port for repairs or overhaul, Officers may be requested to work by on the basis of seven and one-half (7 ½) hours per day on a five (5) day week, Monday to Friday inclusive. For all such hours worked, compensation shall be made at the applicable straight time rate. All work performed in excess of seven and one-half (7 ½) hours per day shall be compensated for at the applicable overtime rates.
 Wherever possible, repair work or overhauls will not be carried out on a Saturday, Sunday or statutory holidays. Where this work is performed on such days, compensation shall be made at the applicable overtime rate for every hour worked.
 Three (3) shifts shall be permitted and shall be compensated for in the following manner: eight (8) hours pay for seven and one-half (7 ½) hours worked. Each such eight (8) hour shift shall be credited with a leave factor of 0.493. A seven per cent (7 %) differential shall be paid over and above the basic rate of pay for all work performed on the afternoon and graveyard shifts.
 Where possible, the Employer will endeavor to provide forty-eight (48) hours of notice of putting the vessel into annual overhaul.

2. When an Officer who lives out of town, works by during an overhaul or repairs, he shall be provided with accommodation and meals. If the vessel is a cold vessel, then he shall be afforded accommodations in a hotel or motel. When meals are not provided, a subsistence rate of thirty six dollars (\$36.00) per day shall be paid on the basis of ten dollars (\$10.00) for breakfast, ten dollars (\$10.00) for lunch, and sixteen dollars (\$16.00) for dinner.
 - a) Where an Officer works by, and the time between sailing is less than twenty-four (24) hours, he shall remain on sea days' pay.
 - b) where an Officer's vessel is tied up for forty-eight (48) hours under Article 2.02, 5, and he works by during both twenty-four (24) hour periods and the vessel sails before forty-eight (48) hours, he shall be paid sea days for both periods.
3. When an Officer works under this Article 1.22, and under the sea-day provisions in the same calendar day, his total time worked for the Company in any calendar day shall be taken into account when calculating overtime. All hours worked over eight (8) hours shall be paid at the overtime rate. In the event an Officer earns a minimum of twelve (12) hours pay in the same day, he shall be credited with one (1) sea-day and applicable leave factor. Any excess hours shall be paid out at overtime rates.
4. The rate of pay for an Officer employed on overhaul work, repairs and/or overseeing overhauls, shall not be less than his hourly rate.
5. Regular Officers desirous of participating in refits shall so indicate by registering their names with their Employers. The Company shall ensure that a regular Officer will work by the first main engine refit of a vessel subsequent to his posting to that vessel. The requirement may be waived where a regular Officer has been previously employed on a vessel with a similar engine(s) or where the Company has an alternative training program available for a regular Officer to upgrade their skills in overhaul procedure of propulsion or auxiliary machinery. When a regular Officer assigned to a vessel does not work by during repairs or overhauls he shall be supplied prior to sailing with a list of repairs made. The Company shall ensure that a competent person who is familiar with the work done shall confer with a regular Officer prior to sailing.
6. One (1) Master and one (1) Chief Engineer who normally work on the vessel shall be in attendance during steamship inspection of life saving and firefighting equipment.

1.23 Clothing

1. The Company will provide any protective clothing or equipment required and approved by the Applicable Federal or Provincial Regulatory Requirements for the handling of specific cargo requiring same.
2. Any Officer who suffers clothing damage as a result of handling dangerous cargo, e.g.: battery acid, shall be reimbursed for reasonable cost incurred in replacing the damaged clothing.
3. Upon request by Officers, the Company shall supply the following:
 - a) Proper work gloves, free of charge, suitable to the work to be performed.
 - b) Two pairs of good quality coveralls, free of charge, as may be required for the protection of the Officers while performing their duties.

- c) The Company shall provide each Officer either a safety shoe or caulk boot or rain jacket and pants allowance of one hundred forty dollars (\$140.00) against proof of purchase. Eligibility to the allowance shall be renewed every twelve (12) months after it was last paid. Where the Officer leaves the employ of the Company before acquiring six (6) months service, the allowance will be deducted from final pay. An Officer may elect to carry over the full allowance noted above for two (2) consecutive years. In the second (2nd) year, the Company will grant the Officer an allowance equal to two (2) times the annual allowance.
 - d) Strap on caulks shall be supplied on vessels where necessary. One (1) pair of rubber caulk boots will be supplied once a year to Officers on shift vessels yarding and towing. Where the Officer leaves the employ of the Company before acquiring six (6) months service, the cost of the caulk boots will be deducted from his final pay.
 - e) The Company shall provide each Officer, on request, a D.O.T. approved or U-VIC style floater coat. The Company will issue the coats and will replace them when necessary. An Officer who requests, in lieu, anti-exposure coveralls will have the first one hundred twenty-five dollars (\$125.00) paid by the Company and will reimburse the Company the difference.
Where the Officer leaves the employ of the Company before acquiring six (6) months service, the cost of the floater coat or the monies advanced will be deducted from his final pay. New Officers are not covered on their first tour of duty.
 - f) One (1) air breathing apparatus to be supplied aboard each continuously operating vessel. The apparatus shall be equivalent to the "Robert Shaw Five Minute Device".
5. The Company will reimburse each Officer for the purchase price of one (1) set of personally fitted (filtered or unfiltered) ear plugs. Entitlement to replacement earplugs will be once every four (4) years.

1.24 Rates of Pay

- 1. Increase rates as follows:
 - a) on October 1, 2013: two per cent (2.00%)
 - b) on October 1, 2014: two per cent (2.00%)
 - c) on October 1, 2015: two per cent (2.00%)
 - d) on October 1, 2016: two per cent (2.00%)
 - e) on October 1, 2017: two per cent (2.00%)
 - f) on October 1, 2018: two per cent (2.00%) or COLA to a maximum of three per cent (3.00%), whichever is greater.

COLA to be based on annual Vancouver CPI as published in the month of April preceding the October 1st increase and will only apply if Vancouver CPI exceeds 2.20% per annum.
- 2. When Second (2nd) Mates and Third (3rd) Engineers are carried on a vessel, they shall receive rates of pay which are fifty dollars (\$50.00) per month below the rates for First (1st) Mate or Second (2nd) Engineer. Those Officers working in these classifications in November 1987 will continue to receive a rate of pay eleven dollars (\$11.00) per month below the rates for First (1st) Mates and Second (2nd) Engineers.

1.25 Overtime

1. Time worked in excess of regular hours to be paid at the rate of double the straight time hourly rate.
2. Overtime shall be calculated at a minimum of one (1) hour and in one-half (½) hour increments thereafter.

When Officers off duty are called for overtime work, they shall be allowed twenty (20) minutes call-out (30 minutes during the period October 1 – March 31) and such call-out shall be considered as time worked. In the event a man is called more than once during an off- watch period, and there is less than one and one-half (1½) hours between the time of the second (2nd) call and the time of completing the first (1st) call, his overtime shall be deemed to be continuous from the time of the first (1st) call. The minimum payment for a call-out under this Clause shall be three (3) hours at the straight time rate.

3. Due to sea-going conditions and the exigencies of the service, overtime work is necessary from time to time. Such overtime will be kept to a minimum and in no case, barring emergencies, will an Officer work more than sixteen (16) hours overtime in any consecutive seven (7) day period.
4. Any Officer covered by this Agreement shall have the option of converting one hundred per cent (100%) overtime premium rates and statutory holiday pay into time off in lieu up to one hundred (100) days banked and fifty per cent (50%) thereafter subject to:
 - a) Officers making an election any month to convert all or any part of said overtime, and
 - b) Officers may apply to the Company in writing for permission to take such converted leave provided they apply at least fourteen (14) days (except under extenuating circumstances) prior to commencing the additional leave. The Company shall grant the leave only if operational requirements can be reasonably accommodated at the time applied for. The Company will make every possible effort to accommodate Officers to attend to:
 - i) urgent domestic or personal affairs;
 - ii) reduce red days;
 - iii) further relevant educational or training opportunities;
 - iv) sick days; and
 - v) union business.This arrangement shall not give rise to red day payments.
 - c) An Officer shall be entitled to be paid out his converted leave or part thereof subject to a two (2) week advance written request.
 - d) During periods of recession and high unemployment, and where it is identified that employment preservation at times of layoff can be achieved via overtime/premium conversion to leave the Guild and the Company by mutual agreement shall be empowered to enact mandatory overtime/premium conversion to leave, providing that:
 - i) The application is universal for all Officers.
 - ii) The application does not exceed six (6) months.
 - iii) The application is reviewed on a monthly basis.
 - iv) The application of this Clause shall apply to all Officers covered by this Agreement.

- v) Any Officer may elect, in writing, to retain up to a maximum of thirty (30) days of converted overtime leave and be paid into the red, as provided elsewhere under this Agreement, provided that such converted leave will be used before red-days for make-up to full pay when he is on medical leave and educational leave.
5. The payment of overtime will not apply under the following exceptions:
 - a) In the event of an emergency at sea involving the safety of the vessel and crew.
 - b) When Masters are working hours which are covered by the flat rate payment for excessive hours set out in Article 2.05.
 6.
 - a) The overtime shall be prepared in duplicate by the Officer and presented to the Master within forty-eight (48) hours for signature indicating both receipt of the claim and information that the work was ordered and performed. The duplicate copy of the claim shall be given to the Officer for the record. The Master shall turn in the overtime claim with the Ship's Log at first (1st) return to Home Port (or by mail at least twice monthly).
 - b) If the overtime claim is disputed, a copy of the claim is to be returned by the Company to the Officer concerned before the next pay period together with reasons for rejecting the claim.
 - c) The Company shall establish specific cut-off date(s) for the purposes of paying overtime and shall process and pay overtime in the pay period immediately following the date so specified. The cut-off date for submission of overtime is ten (10) calendar days.

1.26 Manning

1. Vessels will be crewed as per statutory and operational requirements.
2. Every continuous operating tug shall carry at least one (1) person who has sufficient knowledge of the engine and mechanical equipment to satisfy the Ministry of Transport requirements.
When the Master or Mate is the person referred to in this Clause, he shall be paid one (1) hour at the straight time rate per full day worked in addition to his basic salary for performing such engine servicing as outlined in Article 3.01 (11) and (12).
3. In every calendar day each Officers of a tug shall get at least eight (8) hours of rest, six (6) of which must be consecutive and unbroken. Not more than eighteen (18) hours nor less than six (6) shall elapse between such six (6) hour rest periods.
4. The hours of rest specified in Clause 3 shall be maintained with respect to each Officer who:
 - a) Transfers from one tug to another.
 - b) Changes from one watch to another.
 - c) Changes from day work to watchkeeping duties.
 - d) Changes from employment ashore to watchkeeping duties aboard a tug.
5. Each Officer must take the hours of rest to which he is entitled under this Article.

6. Hours of Rest During On-Watch Period

An Officer may be instructed to take hours of rest during the period of his watch, at the Master's discretion, given the following conditions:

- a) The vessel must be safely secured for a minimum of six (6) consecutive hours, and
- b) A minimum of eight (8) hours rest per calendar day (six [6] consecutive) shall be maintained, and
- c) The watch system, (6 to 12 or 12 to 6) shall be maintained, and
- d) Not less than six (6) nor more than eighteen (18) hours shall elapse between rest periods, and
- e) He shall not work two (2) off-watch periods in a row, except immediately following an on-watch rest period, and
- f) He shall not rest two (2) watch periods in a row, and
- g) The rest period must be uninterrupted, and
- h) Whenever possible, he shall receive six (6) hours' notice of taking an on-watch rest, and
- i) He must be given a full meal at the end of the rest period (if missed).

The foregoing shall apply only to continuous operating vessels with a crew of four (4) or more.

7. Every tug shall have sufficient crew aboard so that life saving and fire extinguishing equipment may be used simultaneously in the event of fire aboard.

8. Manning Disputes

If a dispute should arise between the Parties on the manning of a vessel, the matter may be referred by either Party to the Arbitrator in accordance with the terms of the Arbitration Procedure set out in Article 1.11, 5 (d) (ii).

1.27 Liability Insurance

The Company shall cover all Officers to the full extent of their Liability Insurance. The intent is to prevent separate actions against Officers by allowing the policies to represent a single and unified defence against third Party claims.

1.28 Tour of Duty

It is agreed that the existing tours of duty will be maintained except as mutually agreed.

1.29 Other Marine Employment

Where an Officer covered by this Agreement wishes to leave the bargaining unit, the Guild and Company will establish, subject to mutual agreement in writing, the terms and conditions of such leave before the leave is granted.

1.30 Severance Pay

Officers with more than one (1) years' 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 Officers, 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):

1. One (1) week's pay for each year of service (to last day worked) with the Company as an Officer.
2. The calculation of one (1) week's pay is the monthly basic x 7/30.42.

PART II – CONTINUOUS OPERATING VESSELS

2.01 Hours of Duty

1. The hours of work for Officers on continuous operating vessels shall be the two (2) watch system of six (6) hours on and six (6) hours off, commencing at the beginning of the calendar day.
Notwithstanding the above, Masters may be non-Watchkeepers where the Deck Officer complement includes two (2) Mates, and likewise, Chief Engineers may be non-Watchkeepers where the engine room complement includes a Second (2nd) and Third (3rd) Engineer.
When a vessel is tied up away from Home Port, watches may be broken at the discretion of the Master on foreign-going and home trade Class I and II voyages. Where a continuously operated vessel is moved to a shift vessel operation, the relevant provisions of Article 3.01, 3.02 and 3.03 shall apply.
2.
 - a) When a vessel is safely secured, Officers may be required, subject to qualifications, experience and ability, to work on an alternate vessel during their on-watch period. Any hours of work on such alternate vessel shall count towards their hours of duty on the vessel which they were initially crewed.
 - b) For the purposes of this Article “safely secured” means that the vessel is laid up within the meaning of the Marine Personnel Regulations Part 2 – Crewing and such other arrangements are made sufficient to secure the safety of any crew remaining on board the vessel and protect the environment.
“Such other arrangements” may include, but are not limited to:
 - i) the assignment of personnel (including shore staff) to monitor the vessel; and/or
 - ii) using secure and reliable technology including high quality alarms to warn of fire and/or sinking.
 - c) At a minimum, actions taken to lay up a vessel shall include connecting it to shore power, shutting down machinery that is not required for the safety or comfort of the remaining crew, closing sea-cocks and ensuring that all fire and bilge alarms are fully active.

2.02 Leave (Laydays)

1. Article 1.17, 2 shall not apply when a vessel does not enter a Canadian port within thirty (30) days of commencing a voyage. In such instances, the Company will grant leave to the crew at the vessel's Home Port at the first opportunity.
2. An Officer returning from leave of more than two (2) days duration shall contact the Company by telephone forty-eight (48) hours prior to expiry of his scheduled leave, or as mutually agreed between the Company and the Officer, or as otherwise directed by the Company for confirmation of sailing time. Thereafter, the onus shall be on the Company to contact the Officer and it shall give the Officer a minimum of twenty-four (24) hours' notice of sailing. In the event less than twenty-four (24) hours' notice is given for a sailing, an Officer shall have the right to refuse to join the vessel except for unplanned replacements.
3. An Officer shall give twenty-four (24) hours' notice when requesting leave, except under extenuating circumstances.

4. Crew changes may be established on the hour, at any time between 08:00 hours and 24:00 hours on any calendar day. An accommodation to 10:00 hours will be made for those Employees who reside on Vancouver Island.
Notwithstanding the aforementioned:
 - a) when a regular crew change occurs one (1) hour or less after the scheduled crew change time, Officers shall only be entitled to overtime payments in accordance with Article 1.25 Clause 2 through 6 will continue to apply where applicable;
 - b) an Officer shall receive a payment of one-half (½) day's pay for an air crew change within two (2) hours either side of the scheduled crew change time provided the Officer has departed or returned to his Home Port within this period. Officers who depart or return prior to or after these two (2) hour periods shall be entitled to a full day's pay and leave earned.
5. Where a vessel is to be tied up in its Home Port and an Officer is put on leave of twenty-four (24) or forty-eight (48) hours, each twenty-four (24) hour period free of the ship shall constitute a day off.
The time at which the Officer is granted this leave is the anniversary hour. This leave shall not commence between the hours of 24:00 and 07:00. This provision shall only apply when the Officer returns to the vessel from which he took his leave.
6. When an Officer is relieved from his vessel between the hours of 24:00 and 07:00, and is not permitted to remain aboard, the Company will either provide transportation from the point where he disembarked to his home or will provide reasonable accommodation in a hotel and a meal allowance of \$10.00 (breakfast) as established within the Collective Agreement.

2.03 Subsistence

1. Subsistence of top grade, quality, and in sufficient quantities shall be supplied on all vessels.
2. Sufficient clean bedding, linen and towels shall be supplied to all Officers and kept clean. Linen and towel supply shall allow for a change at least every seven (7) days. In the event of such bedding, linen or towels being lost or destroyed, the Party responsible shall replace same or have the equivalent value deducted from his pay. All bedding, linen and towels will be of a quality standard.
3. On vessels where subsistence is customarily supplied, and where for any reason other than overhaul, subsistence is not supplied, alternate accommodations and meals shall be provided. When a vessel undergoes overhaul or is otherwise laid up while away from the Home Port, and customary standards of accommodation and/or meals cannot be maintained, suitable accommodation and/or meals shall be provided ashore.
4. Whenever Clause 3 above is not in effect, Officers shall pay the sum of one dollar fifty cents (\$1.50) per day worked for subsistence and lodging provided.
This provision only to apply where Revenue Canada, Taxation, deems subsistence and lodging as taxable items for Seafarers.
5. In addition to the rates of pay shown in this Agreement, Officer's shall be paid the sum of one dollar fifty cents (\$1.50) per day worked on all occasions that Clause 3 above is not in effect.
This provision only to apply where Revenue Canada, Taxation, deems subsistence and lodging as taxable items for Seafarers.
6. At the end of each calendar year, Officers covered by this Agreement shall be provided with a receipt covering all deductions made under Clause 4 above.

7. Meal hours for Officers covered by this Agreement shall be as follows (except provided in Article 1.26, Clause 6:
Breakfast: from 05: 30 - 06: 30 hours
Lunch: from 11: 30 - 12: 30 hours
Dinner: from 17: 30 - 18: 30 hours
These hours may be varied provided such variation shall not exceed one (1) hour either way, and also provided that one (1) unbroken hour shall be allowed for meals at all times when the vessel is in port. There shall not be more than six (6) hours between the end of one (1) meal period and the start of the next meal period.
8. Penalty Meal Hours
 - a) Where an Officer works from an off-watch period into an on-watch period, he shall be given one-half (½) hour in which to eat immediately following completion of the work. Where an Officer does not receive one-half (½) hour in which to eat, he shall be credited with an additional one-half (½) hour at the overtime rate as a penalty thereof.
 - b) Where an Officer works from an on-watch period into an off-watch period, he shall be given one-half (½) hour in which to eat immediately following the on-watch period.
9. Where an Officer does not receive one-half (½) hour in which to eat, he shall be credited with an additional one-half (½) hour at the overtime rate as a penalty thereof, and his time shall be continuous.
10. Night lunches shall be provided.

2.04 Travel and Transfers

1. For the purposes of this Article, the Home Port of an Officer and the Home Port of the vessel aboard which he is regularly employed shall be one and the same, provided that at the date of entering this Agreement, his Home Port shall be the port which has normally been regarded as the Home Port of the Officer.
2. When an Officer is dispatched to or discharged from a vessel away from his Home Port, the Company will provide travel insurance of two hundred thousand dollars (\$200,000.00) for each Officer and will be responsible for his transportation, wages, and board and lodging costs until such time as he is returned to his Home Port.
3. In the event that it becomes necessary to change the Home Port of a vessel on a permanent basis (e.g.: Victoria/Vancouver transfer), an Officer who has been regularly employed on the vessel may be requested to transfer to the new Home Port, in which case the Company shall be responsible for all reasonable costs incurred in moving and relocating his family and belongings. In the event that the Officer chooses not to move he shall have the option of:
 - a) Remaining with the vessel and bearing his own transportation, travel, board and lodging costs (if any), or
 - b) Exercising his rights of seniority under Article 1.12, Clause 8.

2.05 Payment for Excessive Hours

1. A Master of a continuous operating vessel normally works limited amount of incidental overtime while his vessel is at sea, related to traffic conditions, weather hazards, or the navigation of difficult tidal conditions, for which he shall be compensated by a monthly payment of three hundred thirty dollars (\$330.00) in recognition of actual hours worked. This payment will constitute remuneration for the number of hours determined by the following formula:

$$\frac{\$330.00}{\text{overtime rate for the Master concerned}} = \text{hours rounded to the whole number}$$

Time worked, pursuant to this Article, in excess of the hours determined by the above formula shall be paid for at the overtime rate for time actually worked.

All time worked under this Article shall be calculated in minimum increments of one-half (½) hour.

2. Flat Rate Calculation

A standard system of calculating the flat rate for the excessive hours shall be adopted, namely:

$$\frac{\text{Monthly Rate} \times 12 \text{ (months)}}{365} = \text{rate per calendar day for each day in the employ of the Company excepting when in receipt of Workers' Compensation, welfare payments, while on vacation or while on "leave of absence"}$$

3. Flat rate payments shall be made once each month whether an Officer is working or taking leave. The payment shall be pro-rated for an Officer who is not engaged in this capacity for the full month.

2.06 Security Watches

When Mates are required by the Company to operate dozer boats and the Master considers it necessary for the security of the vessel or barge to be on duty for a security watch, the Master shall be entitled to be paid overtime for these hours unless such security watch can be performed by another Deck Officer.

PART III – SHIFT VESSELS

3.01 Shift Vessels

1. The term "shift vessels" shall mean vessels where Officers work on daily shifts of eight (8) consecutive hours, or twelve (12) consecutive hours, provided that an Officer shall be free of the vessel during off-shift hours.
Officers to be given equal opportunity to work day, afternoon and night shifts.
2. An Officer, when employed on a shift vessel, shall report to a designated place known as the Home Dock at shift starting time. If the Officer does not return to the Home Dock at the end of his shift, the Company will provide him with transportation back to the Home Dock. Company to provide travel insurance as under Article 2.04, Clause 2 for each Officer when traveling on Company business. The overtime rate shall be paid for all travel time which occurs after the time the Officer's shift would normally have ended. Any change in the Home Dock location shall require seven (7) days' notice except for bridge damage and where structural damage to the dock prevents its safe use. In the latter case the closest possible dock to the Home Dock shall be utilized.
3. The shift starting times shall be constant on all vessels, and any change in shift starting times shall require seven (7) calendar days' notice provided that where tidal problems are experienced in a river operation, shift starting times may be altered by agreement between the Parties in accord with the Memorandum of Understanding. Officers working in accordance with the progressive tide work day concept shall receive an additional one (1) hour's straight time pay for each shift so worked.
4. There shall be seven (7) calendar days' notice of intent to change from an eight (8) hour shift to a twelve (12) hours shift, or vice versa.
5. There shall be no crew change between 24:00 hours and 05:00 hours except for emergencies such as injuries or illness.
6.
 - a) 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. If notice is not given, the Officers involved shall receive four (4) hours pay at straight time.
 - b) An Officer whose shift is cancelled has the right to decline a call-out under Clause 7 of this Article during the period of his cancelled shift.
7. An Officer who is called back to work after completing his shift and leaving the vessel, or who is called out on his regular days off, or when he would not normally expect to work, shall receive a minimum of four (4) hours pay at the regular overtime rate. However, if the call-out is within two (2) hours of his regular shift starting time and he continues working into his regular shift, his pay for the call-out shall be two (2) hours at the regular overtime rate.
For call-outs, Officers will be informed of the specific job(s) to be performed when called by the Company.
Where an Officer is available of his own accord, at the dock, and agrees to relieve the on-shift Officer when he would otherwise work overtime, then the relieving Officer shall be paid in increments of one-half (½) hour with a one (1) hour minimum for the overtime worked. The Officer on-shift may, at his election, perform such overtime work and decline being relieved.

8. An Officer required to work two (2) hours or more beyond his regular shift shall be paid a meal allowance of twelve dollars fifty cents (\$12.50). Where an Officer is required to commence his shift two (2) or more hours before his regular starting time, he shall receive the meal allowance. Further, where an Officer works ten (10) hours or more on an eight (8) hour shift, or fourteen (14) hours or more on a twelve (12) hour shift, he shall receive the meal allowance.
9. When an Officer on a shift tug 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. If by taking a rest period he commences work later than the normal starting time of the shift following, he shall receive a normal day's pay for that shift.
10. a) An Officer shall be paid a subsistence allowance for each day he works or per shift where it crosses 24:00 hours, in the amount of twenty three dollars seventy cents (\$23.70) per twelve (12) hour day and fifteen dollars eighty cents (\$15.80) per eight (8) hour day. In addition, tea, coffee, sugar, canned milk, hot chocolate and coffee Mate shall be supplied by the Company.
- b) Where an Officer works mainly call-outs, he shall be paid a monthly flat rate subsistence allowance of three hundred twenty-one dollars ninety-one cents (\$321.91) based on a calendar day rate, namely:
- $$\frac{\text{Dollars} \times 12 \text{ (months)}}{365} = \text{rate per calendar day for each day in the employ of the Company excepting when in receipt of Workers' Compensation benefit payments, while on vacation or while on "leave of absence"}$$
- c) Flat rate payments shall be made once each month whether an Officer is working or taking leave. The payment shall be pro-rated for an Officer who is not engaged in this capacity for the full month.
- The monthly rate is determined as follows:
- $$\frac{23.70 \times 30.42}{2.24}$$
- NOTE:** Above rates to be increased as follows:

11. If no

Per Day Worked	2013	2014	2015	2016	2017	2018
12 hours	\$23.70	\$24.18	\$24.66	\$25.14	\$25.64	\$26.15
8 hours	\$15.80	\$16.12	\$16.44	\$16.77	\$17.10	\$17.44
Monthly Flat Rate	\$321.84	\$328.37	\$334.76	\$341.41	\$348.20	\$355.13

Engineer is carried and the Master or other Officer services the engines, he shall be paid one-half (½) hour at his straight time hourly rate per shift worked over and above the rates of salaries and wages contained in this Agreement. The Master must be satisfied that the person designated to service the engines is competent to perform the duties.

Servicing of engines shall be carried out at regular intervals subject, however, to the discretion of the Master and operational considerations.

Servicing Duties

Operational Checks

- Drain water from fuel system.
- Drain water from air receivers.
- Drain water from air control system.
- Check batteries, hydrometer reading and add water.
- Check voltage regulator and adjust rheostat when necessary.

- f) Check and maintain oil level in base of main engine, auxiliary engine, reduction gear and air compressors.
 - g) Check and maintain cooling water level in main engines and auxiliary engines.
 - h) Check stuffing boxes and report.
 - i) Check alarm system.
 - j) Record and report repairs.
 - k) Check and pump bilges.
 - l) Check steering hydraulic hoses and rams for leaks.
 - m) Check and maintain fuel levels.
12. Servicing of Main and Auxiliary Engines
- A Master or Mate shall not be required to:
- a) Change lube oil or lube oil filters.
 - b) Change fuel filters.
 - c) Change oil and filters in reduction gear.
- Provided that, if under unusual circumstances, including isolation from servicing facilities, it becomes necessary for a Master or Mate to perform this work, he shall be paid his regular overtime rate for each hour so worked in addition to his basic rate of wages.
13. If an Officer is required to be available for a call to work on his regular day off, he shall be paid four (4) hours at time and one-half (1½) for each regular shift he is on standby duty and does not work.
14. The Company will post Officer work schedules at least every ninety (90) days. Schedules will be mailed to Officers at time of posting.
15. Except under extenuating circumstances, an Officer shall be given seven (7) days' notice when requesting additional leave (provided the Officer has accumulated leave) and such leave shall not be unreasonably denied provided the overall efficiency of the operation is not affected.
- NOTE: The notice requirements referred to in this Article may be met either by verbal or written communication to the Officer concerned.
16. Officers shall be allowed a lunch break of thirty (30) minutes within forty-five (45) minutes either way of the middle of the shift, and such break can be taken while the vessel is underway. When the Officer misses his or her meal break, the Company shall compensate the Officer one-half (½) hour at his double time rate.

3.02 Eight (8) Hour Shift

- 1. 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. Five (5) consecutive days work followed by two (2) consecutive days leave shall constitute a week.
- 2. For each regular eight (8) hour day worked, an Officer shall be credited with .493 days leave.
- 3. On eight (8) hours Shift Vessels, Officers will be employed on a monthly pay basis except when a shortage of work necessitates a layoff of Officers.
- 4. An eight (8) hour shift tug shall not normally be dispatched to work in excess of eight (8) hours. Should conditions arise shortly before the end of a shift which necessitate working longer than eight (8) hours, overtime shall be paid for according to the provisions of Article 1.25. The Company will endeavor to minimize the amount of overtime required by providing water-taxis to expedite crew changes.

3.03 Twelve (12) Hour Shift Vessels

1. On twelve (12) hour Shift Vessels, Officers shall be employed on a monthly pay and leave basis.
2. No twelve (12) hour shift vessels shall be dispatched to work in excess of twelve (12) hours. Should adverse conditions arise shortly before the end of a shift which necessitate working longer than twelve (12) hours, overtime shall be paid for according to the provisions of Article 1.25. The Company will endeavor to minimize the amount of overtime required by providing water-taxis to expedite crew changes.

3.04 Crewing for Shift Boats at Christmas

Shift boat Officers will not be paid less than a full shift where they have been put to work and then relieved before their normal shift ends because of lack of work.

Should the Officer be relieved because of sickness or mechanical breakdown he shall receive a half (½) days' pay for completing a half (½) shift or portion thereof, and a full day's pay for working more than half (½) a shift.

Regarding the three (3) day leave period at Christmas, the following was agreed:

1. Officers who work the day shift of the 23rd December shall commence work on the afternoon shift of the 27th at 00:01 hours (midnight of the 26th) and finish at their regular quitting time. They shall receive full wages for this partial shift.
2. Officers working the afternoon shift of the 23rd December shall finish their full shift even though it carries into the 24th December. This shall not cause a further three (3) day leave period to be granted. Officers working such shifts will not commence a regular shift before 06:00 hours on the 27th December.
3. Officers whose posted vessels are working the 24th, 25 and 26th and who do not volunteer to work those days will not be displaced for the days prior to or days after the 24th, 25th and 26th.

PART IV

4.01 Fastwater Vessels

1. Fastwater vessels shall mean those operating in the following areas:
 - a) The Fraser River including all navigable waters connected therewith above Mission Bridge.
 - b) The Nass River and waters connected therewith from and above Echo Harbour and/or Double Island.
 - c) The Skeena River and waters connected therewith from and above the Scotia River.
 - d) Any other areas where the Guild and Company agree that this Article will apply.
2. The purpose of defining the areas is to restrict the exclusions contained within any Article of this part to Officers working on vessels operating within areas defined in Clause 1(a) above.
3. Article 1.16, 2 of this Agreement shall not apply to Officers employed on Fastwater Vessels.
4. Article 1.01, 5 and 6 shall not apply to Officers employed on Fastwater Vessels.
5. For each day an Officer is requested to standby for a call to work, he shall be paid for standby duty in accordance with Article 3.01, Clause 13.
6. Article 3.03 of this Agreement shall apply to Fastwater Vessels.
7. Officers shall receive two (2) consecutive days off every second (2nd) week.
8. Due to the special nature of the Fastwater operation, an Officer may agree to remain on the Company's payroll or he may agree to "pay off" as of December 31st of each year by which time he shall inform the Guild and the Company by letter.
9. Officers Remaining
When an Officer remains on the payroll during the seasonal slowdown, the Company will continue his wages and benefits as per Article 1.16, 5. The Company further agrees that such Officers shall be given all intermittent work, and upon re-opening of the season shall be given the first opportunity to resume work.
10. Officers Paying Off
If an Officer agrees to pay off as of December 31st of each year, he shall receive from the Company all monies due him less his share of normal payroll deductions to cover the period for which he has been paid, and shall be given his Employment Insurance (EI) Record. The Officers' seniority shall remain dormant during said pay off period and until returning to the same Employer or terminating his employment.
11. Under no circumstances shall an Officer who has agreed to "pay off" under this Article be permitted to work in the marine industry until expiration of all his leave time, except where no Fast Water Officers are available for the operations of Fastwater Vessels.

4.02 Water Taxis and Cruise Vessels

1. Officers employed on water taxis and cruise vessels shall be employed on an eight (8) hour work day basis. Overtime shall be paid for work in excess of eight (8) hours and for work performed when called out after 18:00 hours, or prior to 06:00 hours, except for scheduled crew trips to camps.
2. The Company will endeavor to minimize or avoid dispatching service boats with passengers during the hours of darkness. The speed of the vessel during hours of darkness shall be at the sole discretion of the Master.

3. Officers shall report for work one-half (½) hour before scheduled sailing time and their pay shall start at the time of reporting.

4. The base rate of pay for Masters under this Article shall be:

	2013	2014	2015	2016	2017	2018
Per Day/ Per Officer	\$36.76	\$37.50	\$38.25	\$39.02	\$39.80	\$40.60

5. The Company agrees to pay each Master an allowance per day worked in lieu of subsistence under Article 3.01, 10:

	2013	2014	2015	2016	2017	2018
Per Day Worked	\$14.32	\$14.61	\$14.90	\$15.20	\$15.50	\$15.81

PART V

5.01 Ships other than Tugs

The terms and conditions set out in this Collective Agreement shall apply as appropriate to the vessels named herein. Additional conditions are set out in Appendix "C-2" hereto.

Seaspan Challenger	Seaspan Greg
Seaspan Doris	Coastal Spirit

Should the Company introduce a vessel other than a tug into its operations, such vessel will be named in this Article and the Parties will meet at either's request to discuss those conditions of a special nature not covered by this Agreement.

5.02 Union Dispatch Hall Fee

The Company agrees to pay to the Guild the agreed Hiring Hall Fee for each day for each Officer in its employ as follows:

October 1, 2013 to September 30, 2019	one dollar forty-two cents (\$1.42)
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Calculation Example

\$1.42(per day) x 30.42 (average month) = forty three dollars twenty cents (\$43.20) x the number of Officers = monthly contribution.

5.03 Old Agreement

This Agreement nullifies any Addenda or Letter of Intent which existed between the Company and the Guild prior to January 25, 1973.

5.04 Effective Dates







The effective dates of all new and/or amended provisions of this Agreement shall be in accordance with the terms of the Memorandum of Agreement which resulted in this Agreement.

5.05 Term of Agreement

This Agreement shall be effective six (6) years commencing October 1, 2013 and shall remain in effect until September 30, 2019 and thereafter from year to year subject to four (4) months' notice in writing of desire to revise, amend or terminate same. Such notice may be given any time after May 31, 2019. After such notice has been given, specific proposals (if any) must be submitted and negotiations commenced within ten (10) days of the date of notice.

**SIGNED on BEHALF of
SEASPAN ULC**

**SIGNED on BEHALF of
THE CANADIAN MERCHANT SERVICE GUILD**

 Bart Reynolds - President, Seaspan Marine	 Capt. Roland Gerak - President
 Brent Hale - Vice President, Human Resources	 Zulema C. Sanebria - Secretary-Treasurer
 L. Dianne Richards - Director, Employee-Relations & Wellness	 Trevor Lang - Business Agent

Signed at Coquitlam, BC	this 10th day of	March 2017
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APPENDIX "B"

List of Vessels

<p>GROUP III (551 - 900BHP)</p> <p>Cates 4 Cates 18 Cates 20 Seaspan Ace Seaspan Foam</p>	<p>GROUP IV (901 - 1300BHP)</p> <p>JRW Haisea Guardian Seaspan Protector</p>
<p>GROUP V (1301 - 1800BHP)</p> <p>Cates 5 Cates 8 Cates 10 Seaspan Cavalier Seaspan Commander Seaspan Corsair Seaspan Cutlass Seaspan Queen Seaspan Scout Seaspan Tempest Seaspan Venture</p>	<p>GROUP VI (1801 - 2400BHP)</p> <p>Cates 1 Cates 3 Seaspan Pacer</p>
<p>GROUP VII (2401 - 3100BHP)</p> <p>Seaspan Falcon Seaspan Hawk</p>	<p>GROUP VIII (3101 - 3900BHP)</p> <p>Seaspan King Seaspan Raider Seaspan Rogue</p>
<p>OTHER</p> <p>Seaspan Commodore Seaspan Eagle Seaspan Kestrel Seaspan Osprey Seaspan Raven Seaspan Resolution Seaspan Royal</p>	

APPENDIX "C - 1"
 CMSG Wage Rates
 Effective October 1, 2013 - 2% Increase

MASTERS							
GROUP	MONTHLY BASIC	CALENDAR DAY	PAY FOR LEAVE	EARNINGS PER DAY WORKED	RATE PER HOUR	TIME & ONE-HALF	DOUBLE TIME
2	6,807.19	223.77	277.47	501.24	41.77	62.66	83.54
3	7,024.88	230.93	286.35	517.28	43.11	64.67	86.22
4	7,262.20	238.73	296.03	534.76	44.56	66.84	89.12
5	7,507.86	246.81	306.04	552.85	46.07	69.11	92.14
6	7,753.61	254.89	316.06	570.95	47.58	71.37	95.16
	8,248.60	271.16	336.24	607.40	50.62	75.93	101.24
7	7,999.35	262.96	326.07	589.03	49.09	73.64	98.18
	8,494.29	279.23	346.25	625.48	52.12	78.18	104.24
8	8,251.75	271.26	336.36	607.62	50.64	75.96	101.28
	8,746.63	287.53	356.54	644.07	53.67	80.51	107.34
9	8,497.50	279.34	346.38	625.72	52.14	78.21	104.28
	8,992.44	295.61	366.56	662.17	55.18	82.77	110.36
Commodore/Regent (10)	8,743.28	287.42	356.40	643.82	53.65	80.48	107.30
	9,238.20	303.69	376.58	680.27	56.69	85.04	113.38
Monarch/Brave (11)	9,221.78	303.15	375.91	679.06	56.59	84.89	113.18
	9,716.65	319.42	396.08	715.50	59.63	89.45	119.26
NOTE: Second (2nd) Rates are for Non-Watchkeepers							

APPENDIX "C-1"
 CMSG Wage Rates
 Effective October 1, 2013 – 2% Increase

CHIEF ENGINEERS							
GROUP	MONTHLY BASIC	CALENDAR DAY	PAY FOR LEAVE	EARNINGS PER DAY WORKED	RATE PER HOUR	TIME & ONE-HALF	DOUBLE TIME
2	6,576.89	216.20	268.09	484.29	40.36	60.54	80.72
3	6,793.89	223.34	276.94	500.28	41.69	62.54	83.38
4	7,024.88	230.93	286.35	517.28	43.11	64.67	86.22
5	7,262.20	238.73	296.03	534.76	44.56	66.84	89.12
6	7,507.86	246.81	306.04	552.85	46.07	69.11	92.14
7	7,753.61	254.89	316.06	570.95	47.58	71.37	95.16
8	7,999.35	262.96	326.07	589.03	49.09	73.64	98.18
9	8,251.75	271.26	336.36	607.62	50.64	75.96	101.28
Commodore/Regent (10)	8,504.06	279.55	346.64	626.19	52.18	78.27	104.36
	8,999.03	295.83	366.83	662.66	55.22	82.83	110.44
Monarch/Brave (11)	8,984.31	295.34	366.22	661.56	55.13	82.70	110.26
	9,479.33	311.62	386.41	698.03	58.17	87.26	116.34

APPENDIX "C-1"
 CMSG Wage Rates
 Effective October 1, 2013 – 2% Increase

MATES and SECOND ENGINEERS							
GROUP	MONTHLY BASIC	CALENDAR DAY	PAY FOR LEAVE	EARNINGS PER DAY WORKED	RATE PER HOUR	TIME & ONE-HALF	DOUBLE TIME
2	6,086.74	200.09	248.11	448.20	37.35	56.03	74.70
3	6,187.27	203.39	252.20	455.59	37.97	56.96	75.94
4	6,292.14	206.84	256.48	463.32	38.61	57.92	77.22
5	6,411.49	210.77	261.35	472.12	39.34	59.01	78.68
6	6,550.05	215.32	267.00	482.32	40.19	60.29	80.38
7	6,704.78	220.41	273.31	493.72	41.14	61.71	82.28
8	6,859.57	225.50	279.62	505.12	42.09	63.14	84.18
9	7,010.49	230.46	285.77	516.23	43.02	64.53	86.04
Commodore/Regent	7,169.81	235.69	292.26	527.95	44.00	66.00	88.00
Monarch/Brave (11)	7,348.85	241.58	299.56	541.14	45.10	67.65	90.20
Raven	8,743.28	287.42	356.40	643.82	53.65	80.48	107.30

APPENDIX "C-1"
 CMSG Wage Rates
 Effective October 1, 2013 – 2% Increase

NON-CERTIFICATED MATES and SECOND ENGINEERS							
GROUP	MONTHLY BASIC	CALENDAR DAY	PAY FOR LEAVE	EARNINGS PER DAY WORKED	RATE PER HOUR	TIME & ONE- HALF	DOUBLE TIME
2	5,921.42	194.66	241.38	436.04	36.34	54.51	72.68
3	6,021.93	197.96	245.47	443.43	36.95	55.43	73.90
4	6,126.81	201.41	249.75	451.16	37.60	56.40	75.20
5	6,246.12	205.33	254.61	459.94	38.33	57.50	76.66
6	6,434.32	211.52	262.28	473.80	39.48	59.22	78.96
7	6,539.43	214.97	266.56	481.53	40.13	60.20	80.26
8	6,694.25	220.06	272.87	492.93	41.08	61.62	82.16
9	6,845.13	225.02	279.02	504.04	42.00	63.00	84.00

APPENDIX "C-1"
 CMSG Wage Rates
 Effective October 1, 2013 – 2% Increase

SECOND MATES and THIRD ENGINEERS							
GROUP	MONTHLY BASIC	CALENDAR DAY	PAY FOR LEAVE	EARNINGS PER DAY WORKED	RATE PER HOUR	TIME & ONE-HALF	DOUBLE TIME
2	6,075.74	199.73	247.67	447.40	37.28	55.92	74.56
3	6,176.27	203.03	251.76	454.79	37.90	56.85	75.80
4	6,281.14	206.48	256.04	462.52	38.54	57.81	77.08
5	6,400.49	210.40	260.90	471.30	39.28	58.92	78.56
6	6,539.05	214.96	266.55	481.51	40.13	60.20	80.26
7	6,693.78	220.05	272.86	492.91	41.08	61.62	82.16
8	6,848.57	225.13	279.16	504.29	42.02	63.03	84.04
9	6,999.49	230.10	285.32	515.42	42.95	64.43	85.90
Commodore/Regent	7,158.81	235.33	291.81	527.14	43.93	65.90	87.86
Monarch/Brave (11)	7,337.85	241.22	299.11	540.33	45.03	67.55	90.06
NOTE: Monthly Basic \$11 less than Mates Rate							

APPENDIX "C-1"
 CMSG Wage Rates
 Effective October 1, 2013 – 2% Increase

NEW HIRES in POSITION of SECOND MATE and THIRD ENGINEER							
GROUP	MONTHLY BASIC	CALENDAR DAY	PAY FOR LEAVE	EARNINGS PER DAY WORKED	RATE PER HOUR	TIME & ONE- HALF	DOUBLE TIME
2	6,036.74	198.45	246.08	444.53	37.04	55.56	74.08
3	6,137.27	201.75	250.17	451.92	37.66	56.49	75.32
4	6,242.14	205.20	254.45	459.65	38.30	57.45	76.60
5	6,361.49	209.12	259.31	468.43	39.04	58.56	78.08
6	6,500.05	213.68	264.96	478.64	39.89	59.84	79.78
7	6,654.78	218.76	271.26	490.02	40.84	61.26	81.68
8	6,809.57	223.85	277.57	501.42	41.79	62.69	83.58
9	6,960.49	228.81	283.72	512.53	42.71	64.07	85.42
Commodore/Regent (10)	7,119.81	234.05	290.22	524.27	43.69	65.54	87.38
Monarch/Brave (11)	7,298.85	239.94	297.53	537.47	44.79	67.19	89.58
NOTE: Mates Rate less \$50.00 (Monthly)							

APPENDIX "C-1"
 CMSG Wage Rates
 Effective October 1, 2013 – 2% Increase

EIGHT HOUR VESSELS - MASTERS							
GROUP	MONTHLY BASIC	CALENDAR DAY	PAY FOR LEAVE	EARNINGS PER DAY WORKED	RATE PER HOUR	TIME & ONE-HALF	DOUBLE TIME
2	6,807.19	223.77	110.39	334.16	41.77	62.66	83.54
3	7,024.88	230.93	113.95	344.88	43.11	64.67	86.22
4	7,262.20	238.73	117.75	356.48	44.56	66.84	89.12
5	7,507.86	246.81	121.75	368.56	46.07	69.11	92.14

EIGHT HOUR VESSELS - MATES							
GROUP	MONTHLY BASIC	CALENDAR DAY	PAY FOR LEAVE	EARNINGS PER DAY WORKED	RATE PER HOUR	TIME & ONE-HALF	DOUBLE TIME
2	6,086.74	200.09	98.71	298.80	37.35	56.03	74.70
3	6,187.27	203.39	100.37	303.76	37.97	56.96	75.94
4	6,292.14	206.84	102.04	308.88	38.61	57.92	77.22
5	6,411.49	210.77	103.95	314.72	39.34	59.01	78.68

NOTE: Formula: Calendar Day Rate = rate per hour x 8/1.493
 Pay for Leave = earned per day worked - calendar day

APPENDIX "C-1"
 CMSG Wage Rates
 Effective October 1, 2014 – 2% Increase

MASTERS							
GROUP	MONTHLY BASIC	CALENDAR DAY	PAY FOR LEAVE	EARNINGS PER DAY WORKED	RATE PER HOUR	TIME & ONE-HALF	DOUBLE TIME
2	6,943.33	228.25	283.03	511.28	42.61	63.92	85.22
3	7,165.38	235.55	292.08	527.63	43.97	65.96	87.94
4	7,407.44	243.51	301.95	545.46	45.46	68.19	90.92
5	7,658.02	251.74	312.16	563.90	46.99	70.49	93.98
6	7,908.68	259.98	322.38	582.36	48.53	72.80	97.06
	8,413.57	276.58	342.96	619.54	51.63	77.45	103.26
7	8,159.34	268.22	332.59	600.81	50.07	75.11	100.14
	8,664.18	284.82	353.18	638.00	53.17	79.76	106.34
8	8,416.79	276.69	343.10	619.79	51.65	77.48	103.30
	8,921.56	293.28	363.67	656.95	54.75	82.13	109.50
9	8,667.45	284.93	353.31	638.24	53.19	79.79	106.38
	9,172.29	301.52	373.88	675.40	56.28	84.42	112.56
Commodore/Regent (10)	8,918.15	293.17	363.53	656.70	54.73	82.10	109.46
	9,422.96	309.76	384.10	693.86	57.82	86.73	115.64
Monarch/Brave (11)	9,406.22	309.21	383.42	692.63	57.72	86.58	115.44
	9,910.98	325.80	403.99	729.79	60.82	91.23	121.64
NOTE: Second (2nd) Rates are for Non-Watchkeepers							

APPENDIX "C-1"
 CMSG Wage Rates
 Effective October 1, 2014 – 2% Increase

CHIEF ENGINEERS							
GROUP	MONTHLY BASIC	CALENDAR DAY	PAY FOR LEAVE	EARNINGS PER DAY WORKED	RATE PER HOUR	TIME & ONE- HALF	DOUBLE TIME
2	6,708.43	220.53	273.46	493.99	41.17	61.76	82.34
3	6,929.77	227.80	282.47	510.27	42.52	63.78	85.04
4	7,165.38	235.55	292.08	527.63	43.97	65.96	87.94
5	7,407.44	243.51	301.95	545.46	45.46	68.19	90.92
6	7,658.02	251.74	312.16	563.90	46.99	70.49	93.98
7	7,908.68	259.98	322.38	582.36	48.53	72.80	97.06
8	8,159.34	268.22	332.59	600.81	50.07	75.11	100.14
9	8,416.79	276.69	343.10	619.79	51.65	77.48	103.30
Commodore/Regent (10)	8,674.14	285.15	353.59	638.74	53.23	79.85	106.46
	9,179.01	301.74	374.16	675.90	56.33	84.50	112.66
Monarch/Brave (11)	9,164.00	301.25	373.55	674.80	56.23	84.35	112.46
	9,668.92	317.85	394.13	711.98	59.33	89.00	118.66

APPENDIX "C-1"
 CMSG Wage Rates
 Effective October 1, 2014 - 2% Increase

MATES and SECOND ENGINEERS							
GROUP	MONTHLY BASIC	CALENDAR DAY	PAY FOR LEAVE	EARNINGS PER DAY WORKED	RATE PER HOUR	TIME & ONE-HALF	DOUBLE TIME
2	6,208.47	204.09	253.07	457.16	38.10	57.15	76.20
3	6,311.02	207.46	257.25	464.71	38.73	58.10	77.46
4	6,417.98	210.98	261.62	472.60	39.38	59.07	78.76
5	6,539.72	214.98	266.58	481.56	40.13	60.20	80.26
6	6,681.05	219.63	272.34	491.97	41.00	61.50	82.00
7	6,838.88	224.82	278.78	503.60	41.97	62.96	83.94
8	6,996.76	230.01	285.21	515.22	42.94	64.41	85.88
9	7,150.70	235.07	291.49	526.56	43.88	65.82	87.76
Commodore/Regent	7,313.21	240.41	298.11	538.52	44.88	67.32	89.76
Monarch/Brave (11)	7,495.83	246.41	305.55	551.96	46.00	69.00	92.00
Raven	8,918.15	293.17	363.53	656.70	54.73	82.10	109.46

APPENDIX "C-1"
 CMSG Wage Rates
 Effective October 1, 2014 – 2% Increase

NON-CERTIFICATED MATES and SECOND ENGINEERS							
GROUP	MONTHLY BASIC	CALENDAR DAY	PAY FOR LEAVE	EARNINGS PER DAY WORKED	RATE PER HOUR	TIME & ONE- HALF	DOUBLE TIME
2	6,039.85	198.55	246.20	444.75	37.06	55.59	74.12
3	6,142.37	201.92	250.38	452.30	37.69	56.54	75.38
4	6,249.35	205.44	254.75	460.19	38.35	57.53	76.70
5	6,371.04	209.44	259.71	469.15	39.10	58.65	78.20
6	6,563.01	215.75	267.53	483.28	40.27	60.41	80.54
7	6,670.22	219.27	271.89	491.16	40.93	61.40	81.86
8	6,828.14	224.46	278.33	502.79	41.90	62.85	83.80
9	6,982.03	229.52	284.60	514.12	42.84	64.26	85.68

APPENDIX "C-1"
 CMSG Wage Rates
 Effective October 1, 2014 - 2% Increase

SECOND MATES and THIRD ENGINEERS							
GROUP	MONTHLY BASIC	CALENDAR DAY	PAY FOR LEAVE	EARNINGS PER DAY WORKED	RATE PER HOUR	TIME & ONE-HALF	DOUBLE TIME
2	6,197.47	203.73	252.63	456.36	38.03	57.05	76.06
3	6,300.02	207.10	256.80	463.90	38.66	57.99	77.32
4	6,406.98	210.62	261.17	471.79	39.32	58.98	78.64
5	6,528.72	214.62	266.13	480.75	40.06	60.09	80.12
6	6,670.05	219.27	271.89	491.16	40.93	61.40	81.86
7	6,827.88	224.45	278.32	502.77	41.90	62.85	83.80
8	6,985.76	229.64	284.75	514.39	42.87	64.31	85.74
9	7,139.70	234.70	291.03	525.73	43.81	65.72	87.62
Commodore/Regent	7,302.21	240.05	297.66	537.71	44.81	67.22	89.62
Monarch/Brave (11)	7,484.83	246.05	305.10	551.15	45.93	68.90	91.86
NOTE: Monthly Basic \$11 less than Mates Rate							

APPENDIX "C-1"
 CMSG Wage Rates
 Effective October 1, 2014 – 2% Increase

NEW HIRES in POSITION of SECOND MATE and THIRD ENGINEER							
GROUP	MONTHLY BASIC	CALENDAR DAY	PAY FOR LEAVE	EARNINGS PER DAY WORKED	RATE PER HOUR	TIME & ONE-HALF	DOUBLE TIME
2	6,158.47	202.45	251.04	453.49	37.79	56.69	75.58
3	6,261.02	205.82	255.22	461.04	38.42	57.63	76.84
4	6,367.98	209.34	259.58	468.92	39.08	58.62	78.16
5	6,489.72	213.34	264.54	477.88	39.82	59.73	79.64
6	6,631.05	217.98	270.30	488.28	40.69	61.04	81.38
7	6,788.88	223.17	276.73	499.90	41.66	62.49	83.32
8	6,946.76	228.36	283.17	511.53	42.63	63.95	85.26
9	7,100.70	233.42	289.44	522.86	43.57	65.36	87.14
Commodore/Regent (10)	7,263.21	238.76	296.06	534.82	44.57	66.86	89.14
Monarch/Brave (11)	7,445.83	244.77	303.51	548.28	45.69	68.54	91.38
NOTE: Mates Rate less \$50.00 (Monthly)							

APPENDIX "C-1"
 CMSG Wage Rates
 Effective October 1, 2014 - 2% Increase

EIGHT HOUR VESSELS - MASTERS							
GROUP	MONTHLY BASIC	CALENDAR DAY	PAY FOR LEAVE	EARNINGS PER DAY WORKED	RATE PER HOUR	TIME & ONE-HALF	DOUBLE TIME
2	6,943.33	228.25	112.63	340.88	42.61	63.92	85.22
3	7,165.38	235.55	116.21	351.76	43.97	65.96	87.94
4	7,407.44	243.51	120.17	363.68	45.46	68.19	90.92
5	7,658.02	251.74	124.18	375.92	46.99	70.49	93.98
EIGHT HOUR VESSELS - MATES							
GROUP	MONTHLY BASIC	CALENDAR DAY	PAY FOR LEAVE	EARNINGS PER DAY WORKED	RATE PER HOUR	TIME & ONE-HALF	DOUBLE TIME
2	6,208.47	204.09	100.71	304.80	38.10	57.15	76.20
3	6,311.02	207.46	102.38	309.84	38.73	58.10	77.46
4	6,417.98	210.98	104.06	315.04	39.38	59.07	78.76
5	6,539.72	214.98	106.06	321.04	40.13	60.20	80.26
NOTE:	Formula:		Calendar Day Rate =		rate per hour x 8/1.493		
			Pay for Leave =		earned per day worked - calendar day		

APPENDIX "C-1"
 CMSG Wage Rates
 Effective October 1, 2015 – 2% Increase

MASTERS							
GROUP	MONTHLY BASIC	CALENDAR DAY	PAY FOR LEAVE	EARNINGS PER DAY WORKED	RATE PER HOUR	TIME & ONE-HALF	DOUBLE TIME
2	7,082.20	232.81	288.68	521.49	43.46	65.19	86.92
3	7,308.69	240.26	297.92	538.18	44.85	67.28	89.70
4	7,555.59	248.38	307.99	556.37	46.36	69.54	92.72
5	7,811.18	256.78	318.41	575.19	47.93	71.90	95.86
6	8,066.85	265.18	328.82	594.00	49.50	74.25	99.00
	8,581.84	282.11	349.82	631.93	52.66	78.99	105.32
7	8,322.53	273.59	339.25	612.84	51.07	76.61	102.14
	8,837.46	290.51	360.23	650.74	54.23	81.35	108.46
8	8,585.13	282.22	349.95	632.17	52.68	79.02	105.36
	9,099.99	299.14	370.93	670.07	55.84	83.76	111.68
9	8,840.80	290.62	360.37	650.99	54.25	81.38	108.50
	9,355.74	307.55	.	688.91	57.41	86.12	114.82
Commodore/Regent (10)	9,096.51	299.03	370.80	669.83	55.82	83.73	111.64
	9,611.42	315.96	391.79	707.75	58.98	88.47	117.96
Monarch/Brave (11)	9,594.34	315.40	391.10	706.50	58.88	88.32	117.76
	10,109.20	332.32	412.08	744.40	62.03	93.05	124.06
NOTE: Second (2nd) Rates are for Non-Watchkeepers							

APPENDIX "C-1"
 CMSG Wage Rates
 Effective October 1, 2015 – 2% Increase

CHIEF ENGINEERS							
GROUP	MONTHLY BASIC	CALENDAR DAY	PAY FOR LEAVE	EARNINGS PER DAY WORKED	RATE PER HOUR	TIME & ONE-HALF	DOUBLE TIME
2	6,842.60	224.94	278.93	503.87	41.99	62.99	83.98
3	7,068.37	232.36	288.13	520.49	43.37	65.06	86.74
4	7,308.69	240.26	297.92	538.18	44.85	67.28	89.70
5	7,555.59	248.38	307.99	556.37	46.36	69.54	92.72
6	7,811.18	256.78	318.41	575.19	47.93	71.90	95.86
7	8,066.85	265.18	328.82	594.00	49.50	74.25	99.00
8	8,322.53	273.59	339.25	612.84	51.07	76.61	102.14
9	8,585.13	282.22	349.95	632.17	52.68	79.02	105.36
Commodore/Regent (10)	8,847.62	290.85	360.65	651.50	54.29	81.44	108.58
	9,362.59	307.78	381.65	689.43	57.45	86.18	114.90
Monarch/Brave (11)	9,347.28	307.27	381.01	688.28	57.36	86.04	114.72
	9,862.30	324.20	402.01	726.21	60.52	90.78	121.04

APPENDIX "C-1"
 CMSG Wage Rates
 Effective October 1, 2015 – 2% Increase

MATES and SECOND ENGINEERS							
GROUP	MONTHLY BASIC	CALENDAR DAY	PAY FOR LEAVE	EARNINGS PER DAY WORKED	RATE PER HOUR	TIME & ONE-HALF	DOUBLE TIME
2	6,332.64	208.17	258.13	466.30	38.86	58.29	77.72
3	6,437.24	211.61	262.40	474.01	39.50	59.25	79.00
4	6,546.34	215.20	266.85	482.05	40.17	60.26	80.34
5	6,670.51	219.28	271.91	491.19	40.93	61.40	81.86
6	6,814.67	224.02	277.78	501.80	41.82	62.73	83.64
7	6,975.66	229.31	284.34	513.65	42.80	64.20	85.60
8	7,136.70	234.61	290.92	525.53	43.79	65.69	87.58
9	7,293.71	239.77	297.31	537.08	44.76	67.14	89.52
Commodore/Regent	7,459.47	245.22	304.07	549.29	45.77	68.66	91.54
Monarch/Brave (11)	7,645.75	251.34	311.66	563.00	46.92	70.38	93.84
Raven	9,096.51	299.03	370.80	669.83	55.82	83.73	111.64

APPENDIX "C-1"
 CMSG Wage Rates
 Effective October 1, 2015 - 2% Increase

NON-CERTIFICATED MATES and SECOND ENGINEERS							
GROUP	MONTHLY BASIC	CALENDAR DAY	PAY FOR LEAVE	EARNINGS PER DAY WORKED	RATE PER HOUR	TIME & ONE- HALF	DOUBLE TIME
2	6,160.65	202.52	251.12	453.64	37.80	56.70	75.60
3	6,265.22	205.96	255.39	461.35	38.45	57.68	76.90
4	6,374.34	209.54	259.83	469.37	39.11	58.67	78.22
5	6,498.46	213.62	264.89	478.51	39.88	59.82	79.76
6	6,694.27	220.06	272.87	492.93	41.08	61.62	82.16
7	6,803.62	223.66	277.34	501.00	41.75	62.63	83.50
8	6,964.70	228.95	283.90	512.85	42.74	64.11	85.48
9	7,121.67	234.11	290.30	524.41	43.70	65.55	87.40

APPENDIX "C-1"
 CMSG Wage Rates
 Effective October 1, 2015 – 2% Increase

SECOND MATES and THIRD ENGINEERS							
GROUP	MONTHLY BASIC	CALENDAR DAY	PAY FOR LEAVE	EARNINGS PER DAY WORKED	RATE PER HOUR	TIME & ONE-HALF	DOUBLE TIME
2	6,321.64	207.81	257.68	465.49	38.79	58.19	77.58
3	6,426.24	211.25	261.95	473.20	39.43	59.15	78.86
4	6,535.34	214.84	266.40	481.24	40.10	60.15	80.20
5	6,659.51	218.92	271.46	490.38	40.87	61.31	81.74
6	6,803.67	223.66	277.34	501.00	41.75	62.63	83.50
7	6,964.66	228.95	283.90	512.85	42.74	64.11	85.48
8	7,125.70	234.24	290.46	524.70	43.73	65.60	87.46
9	7,282.71	239.41	296.87	536.28	44.69	67.04	89.38
Commodore/Regent	7,448.47	244.85	303.61	548.46	45.71	68.57	91.42
Monarch/Brave (11)	7,634.75	250.98	311.22	562.20	46.85	70.28	93.70
NOTE: Monthly Basic \$11 less than Mates Rate							

APPENDIX "C-1"
 CMSG Wage Rates
 Effective October 1, 2015 – 2% Increase

NEW HIRES in POSITION of SECOND MATE and THIRD ENGINEER							
GROUP	MONTHLY BASIC	CALENDAR DAY	PAY FOR LEAVE	EARNINGS PER DAY WORKED	RATE PER HOUR	TIME & ONE-HALF	DOUBLE TIME
2	6,282.64	206.53	256.10	462.63	38.55	57.83	77.10
3	6,387.24	209.97	260.36	470.33	39.19	58.79	78.38
4	6,496.34	213.55	264.80	478.35	39.86	59.79	79.72
5	6,620.51	217.64	269.87	487.51	40.63	60.95	81.26
6	6,764.67	222.38	275.75	498.13	41.51	62.27	83.02
7	6,925.66	227.67	282.31	509.98	42.50	63.75	85.00
8	7,086.70	232.96	288.87	521.83	43.49	65.24	86.98
9	7,243.71	238.12	295.27	533.39	44.45	66.68	88.90
Commodore/Regent	7,409.47	243.57	302.03	545.60	45.47	68.21	90.94
Monarch/Brave (11)	7,595.75	249.70	309.63	559.33	46.61	69.92	93.22
NOTE: Mates Rate less \$50.00 (Monthly)							

APPENDIX "C-1"
 CMSG Wage Rates
 Effective October 1, 2015 - 2% Increase

EIGHT HOUR VESSELS - MASTERS							
GROUP	MONTHLY BASIC	CALENDAR DAY	PAY FOR LEAVE	EARNINGS PER DAY WORKED	RATE PER HOUR	TIME & ONE-HALF	DOUBLE TIME
2	7,082.20	232.81	114.87	347.68	43.46	65.19	86.92
3	7,308.69	240.26	118.54	358.80	44.85	67.28	89.70
4	7,555.59	248.38	122.50	370.88	46.36	69.54	92.72
5	7,811.18	256.78	126.66	383.44	47.93	71.90	95.86
EIGHT HOUR VESSELS - MATES							
GROUP	MONTHLY BASIC	CALENDAR DAY	PAY FOR LEAVE	EARNINGS PER DAY WORKED	RATE PER HOUR	TIME & ONE-HALF	DOUBLE TIME
2	6,332.64	208.17	102.71	310.88	38.86	58.29	77.72
3	6,437.24	211.61	104.39	316.00	39.50	59.25	79.00
4	6,546.34	215.20	106.16	321.36	40.17	60.26	80.34
5	6,670.51	219.28	108.16	327.44	40.93	61.40	81.86
NOTE:	Formula:	Calendar Day Rate =		rate per hour x 8/1.493			
		Pay for Leave =		earned per day worked - calendar day			

APPENDIX "C-1"
 CMSG Wage Rates
 Effective October 1, 2016 – 2% Increase

MASTERS							
GROUP	MONTHLY BASIC	CALENDAR DAY	PAY FOR LEAVE	EARNINGS PER DAY WORKED	RATE PER HOUR	TIME & ONE-HALF	DOUBLE TIME
2	7,223.84	237.47	294.46	531.93	44.33	66.50	88.66
3	7,454.86	245.06	303.87	548.93	45.74	68.61	91.48
4	7,706.70	253.34	314.14	567.48	47.29	70.94	94.58
5	7,967.40	261.91	324.77	586.68	48.89	73.34	97.78
6	8,228.19	270.49	335.41	605.90	50.49	75.74	100.98
	8,753.48	287.75	356.81	644.56	53.71	80.57	107.42
7	8,488.98	279.06	346.03	625.09	52.09	78.14	104.18
	9,014.21	296.33	367.45	663.78	55.32	82.98	110.64
8	8,756.83	287.86	356.95	644.81	53.73	80.60	107.46
	9,281.99	305.13	378.36	683.49	56.96	85.44	113.92
9	9,017.62	296.44	367.59	664.03	55.34	83.01	110.68
	9,542.85	313.70	.	702.69	58.56	87.84	117.12
Commodore/Regent (10)	9,278.44	305.01	378.21	683.22	56.94	85.41	113.88
	9,803.65	322.28	399.63	721.91	60.16	90.24	120.32
Monarch/Brave (11)	9,786.23	321.70	398.91	720.61	60.05	90.08	120.10
	10,311.38	338.97	420.32	759.29	63.27	94.91	126.54
NOTE: Second (2nd) Rates are for Non-Watchkeepers							

APPENDIX "C-1"
 CMSG Wage Rates
 Effective October 1, 2016 – 2% Increase

CHIEF ENGINEERS							
GROUP	MONTHLY BASIC	CALENDAR DAY	PAY FOR LEAVE	EARNINGS PER DAY WORKED	RATE PER HOUR	TIME & ONE-HALF	DOUBLE TIME
2	6,979.45	229.44	284.51	513.95	42.83	64.25	85.66
3	7,209.74	237.01	293.89	530.90	44.24	66.36	88.48
4	7,454.86	245.06	303.87	548.93	45.74	68.61	91.48
5	7,706.70	253.34	314.14	567.48	47.29	70.94	94.58
6	7,967.40	261.91	324.77	586.68	48.89	73.34	97.78
7	8,228.19	270.49	335.41	605.90	50.49	75.74	100.98
8	8,488.98	279.06	346.03	625.09	52.09	78.14	104.18
9	8,756.83	287.86	356.95	644.81	53.73	80.60	107.46
Commodore/Regent (10)	9,024.57	296.67	367.87	664.54	55.38	83.07	110.76
	9,549.84	313.93	389.27	703.20	58.60	87.90	117.20
Monarch/Brave (11)	9,534.23	313.42	388.64	702.06	58.51	87.77	117.02
	10,059.55	330.69	410.06	740.75	61.73	92.60	123.46

APPENDIX "C-1"
 CMSG Wage Rates
 Effective October 1, 2016 – 2% Increase

MATES and SECOND ENGINEERS							
GROUP	MONTHLY BASIC	CALENDAR DAY	PAY FOR LEAVE	EARNINGS PER DAY WORKED	RATE PER HOUR	TIME & ONE-HALF	DOUBLE TIME
2	6,459.29	212.34	263.30	475.64	39.64	59.46	79.28
3	6,565.98	215.84	267.64	483.48	40.29	60.44	80.58
4	6,677.27	219.50	272.18	491.68	40.97	61.46	81.94
5	6,803.92	223.67	277.35	501.02	41.75	62.63	83.50
6	6,950.96	228.50	283.34	511.84	42.65	63.98	85.30
7	7,115.17	233.90	290.04	523.94	43.66	65.49	87.32
8	7,279.43	239.30	296.73	536.03	44.67	67.01	89.34
9	7,439.58	244.56	303.25	547.81	45.65	68.48	91.30
Commodore/Regent	7,608.66	250.12	310.15	560.27	46.69	70.04	93.38
Monarch/Brave (11)	7,798.67	256.37	317.90	574.27	47.86	71.79	95.72
Raven	9,278.44	305.01	378.21	683.22	56.94	85.41	113.88

APPENDIX "C-1"
 CMSG Wage Rates
 Effective October 1, 2016 – 2% Increase

NON-CERTIFICATED MATES and SECOND ENGINEERS							
GROUP	MONTHLY BASIC	CALENDAR DAY	PAY FOR LEAVE	EARNINGS PER DAY WORKED	RATE PER HOUR	TIME & ONE- HALF	DOUBLE TIME
2	6,283.86	206.57	256.15	462.72	38.56	57.84	77.12
3	6,390.52	210.08	260.50	470.58	39.22	58.83	78.44
4	6,501.83	213.74	265.04	478.78	39.90	59.85	79.80
5	6,628.43	217.90	270.20	488.10	40.68	61.02	81.36
6	6,828.16	224.46	278.33	502.79	41.90	62.85	83.80
7	6,939.69	228.13	282.88	511.01	42.58	63.87	85.16
8	7,103.99	233.53	289.58	523.11	43.59	65.39	87.18
9	7,264.10	238.79	296.10	534.89	44.57	66.86	89.14

APPENDIX "C-1"
 CMSG Wage Rates
 Effective October 1, 2016 – 2% Increase

SECOND MATES and THIRD ENGINEERS							
GROUP	MONTHLY BASIC	CALENDAR DAY	PAY FOR LEAVE	EARNINGS PER DAY WORKED	RATE PER HOUR	TIME & ONE-HALF	DOUBLE TIME
2	6,448.29	211.98	262.86	474.84	39.57	59.36	79.14
3	6,554.98	215.48	267.20	482.68	40.22	60.33	80.44
4	6,666.27	219.14	271.73	490.87	40.91	61.37	81.82
5	6,792.92	223.30	276.89	500.19	41.68	62.52	83.36
6	6,939.96	228.14	282.89	511.03	42.59	63.89	85.18
7	7,104.17	233.54	289.59	523.13	43.59	65.39	87.18
8	7,268.43	238.94	296.29	535.23	44.60	66.90	89.20
9	7,428.58	244.20	302.81	547.01	45.58	68.37	91.16
Commodore/Regent	7,597.66	249.76	309.70	559.46	46.62	69.93	93.24
Monarch/Brave (11)	7,787.67	256.00	317.44	573.44	47.79	71.69	95.58
NOTE: Monthly Basic \$11 less than Mates Rate							

APPENDIX "C-1"
 CMSG Wage Rates
 Effective October 1, 2016 – 2% Increase

NEW HIRES in POSITION of SECOND MATE and THIRD ENGINEER							
GROUP	MONTHLY BASIC	CALENDAR DAY	PAY FOR LEAVE	EARNINGS PER DAY WORKED	RATE PER HOUR	TIME & ONE-HALF	DOUBLE TIME
2	6,409.29	210.69	261.26	471.95	39.33	59.00	78.66
3	6,515.98	214.20	265.61	479.81	39.98	59.97	79.96
4	6,627.27	217.86	270.15	488.01	40.67	61.01	81.34
5	6,753.92	222.02	275.30	497.32	41.44	62.16	82.88
6	6,900.96	226.86	281.31	508.17	42.35	63.53	84.70
7	7,065.17	232.25	287.99	520.24	43.35	65.03	86.70
8	7,229.43	237.65	294.69	532.34	44.36	66.54	88.72
9	7,389.58	242.92	301.22	544.14	45.35	68.03	90.70
Commodore/Regent	7,558.66	248.48	308.12	556.60	46.38	69.57	92.76
Monarch/Brave (11)	7,748.67	254.72	315.85	570.57	47.55	71.33	95.10
NOTE: Mates Rate less \$50.00 (Monthly)							

APPENDIX "C-1"
 CMSG Wage Rates
 Effective October 1, 2016 – 2% Increase

EIGHT HOUR VESSELS - MASTERS							
GROUP	MONTHLY BASIC	CALENDAR DAY	PAY FOR LEAVE	EARNINGS PER DAY WORKED	RATE PER HOUR	TIME & ONE-HALF	DOUBLE TIME
2	7,223.84	237.47	117.17	354.64	44.33	66.50	88.66
3	7,454.86	245.06	120.86	365.92	45.74	68.61	91.48
4	7,706.70	253.34	124.98	378.32	47.29	70.94	94.58
5	7,967.40	261.91	129.21	391.12	48.89	73.34	97.78
EIGHT HOUR VESSELS - MATES							
GROUP	MONTHLY BASIC	CALENDAR DAY	PAY FOR LEAVE	EARNINGS PER DAY WORKED	RATE PER HOUR	TIME & ONE-HALF	DOUBLE TIME
2	6,459.29	212.34	104.78	317.12	39.64	59.46	79.28
3	6,565.98	215.84	106.48	322.32	40.29	60.44	80.58
4	6,677.27	219.50	108.26	327.76	40.97	61.46	81.94
5	6,803.92	223.67	110.33	334.00	41.75	62.63	83.50
NOTE: Formula:		Calendar Day Rate =		rate per hour x 8/1.493			
		Pay for Leave =		earned per day worked - calendar day			

APPENDIX "C-1"
 CMSG Wage Rates
 Effective October 1, 2017 – 2% Increase

MASTERS							
GROUP	MONTHLY BASIC	CALENDAR DAY	PAY FOR LEAVE	EARNINGS PER DAY WORKED	RATE PER HOUR	TIME & ONE-HALF	DOUBLE TIME
2	7,368.32	242.22	300.35	542.57	45.21	67.82	90.42
3	7,603.96	249.97	309.96	559.93	46.66	69.99	93.32
4	7,860.83	258.41	320.43	578.84	48.24	72.36	96.48
5	8,126.75	267.15	331.27	598.42	49.87	74.81	99.74
6	8,392.75	275.90	342.12	618.02	51.50	77.25	103.00
	8,928.55	293.51	363.95	657.46	54.79	82.19	109.58
7	8,658.76	284.64	352.95	637.59	53.13	79.70	106.26
	9,194.49	302.25	374.79	677.04	56.42	84.63	112.84
8	8,931.97	293.62	364.09	657.71	54.81	82.22	109.62
	9,467.63	311.23	385.93	697.16	58.10	87.15	116.20
9	9,197.97	302.37	374.94	677.31	56.44	84.66	112.88
	9,733.71	319.98	.	716.76	59.73	89.60	119.46
Commodore/Regent (10)	9,464.01	311.11	385.78	696.89	58.07	87.11	116.14
	9,999.72	328.72	407.61	736.33	61.36	92.04	122.72
Monarch/Brave (11)	9,981.95	328.14	406.89	735.03	61.25	91.88	122.50
	10,517.61	345.75	428.73	774.48	64.54	96.81	129.08
NOTE: Second (2nd) Rates are for Non-Watchkeepers							

APPENDIX "C-1"
 CMSG Wage Rates
 Effective October 1, 2017 – 2% Increase

CHIEF ENGINEERS							
GROUP	MONTHLY BASIC	CALENDAR DAY	PAY FOR LEAVE	EARNINGS PER DAY WORKED	RATE PER HOUR	TIME & ONE-HALF	DOUBLE TIME
2	7,119.04	234.02	290.18	524.20	43.68	65.52	87.36
3	7,353.93	241.75	299.77	541.52	45.13	67.70	90.26
4	7,603.96	249.97	309.96	559.93	46.66	69.99	93.32
5	7,860.83	258.41	320.43	578.84	48.24	72.36	96.48
6	8,126.75	267.15	331.27	598.42	49.87	74.81	99.74
7	8,392.75	275.90	342.12	618.02	51.50	77.25	103.00
8	8,658.76	284.64	352.95	637.59	53.13	79.70	106.26
9	8,931.97	293.62	364.09	657.71	54.81	82.22	109.62
Commodore/Regent (10)	9,205.06	302.60	375.22	677.82	56.49	84.74	112.98
	9,740.84	320.21	397.06	717.27	59.77	89.66	119.54
Monarch/Brave (11)	9,724.91	319.69	396.42	716.11	59.68	89.52	119.36
	10,260.74	337.30	418.25	755.55	62.96	94.44	125.92

APPENDIX "C-1"
 CMSG Wage Rates
 Effective October 1, 2017 - 2% Increase

MATES and SECOND ENGINEERS							
GROUP	MONTHLY BASIC	CALENDAR DAY	PAY FOR LEAVE	EARNINGS PER DAY WORKED	RATE PER HOUR	TIME & ONE- HALF	DOUBLE TIME
2	6,588.48	216.58	268.56	485.14	40.43	60.65	80.86
3	6,697.30	220.16	273.00	493.16	41.10	61.65	82.20
4	6,810.82	223.89	277.62	501.51	41.79	62.69	83.58
5	6,940.00	228.14	282.89	511.03	42.59	63.89	85.18
6	7,089.98	233.07	289.01	522.08	43.51	65.27	87.02
7	7,257.47	238.58	295.84	534.42	44.54	66.81	89.08
8	7,425.02	244.08	302.66	546.74	45.56	68.34	91.12
9	7,588.37	249.45	309.32	558.77	46.56	69.84	93.12
Commodore/Regent	7,760.83	255.12	316.35	571.47	47.62	71.43	95.24
Monarch/Brave (11)	7,954.64	261.49	324.25	585.74	48.81	73.22	97.62
Raven	9,464.01	311.11	385.78	696.89	58.07	87.11	116.14

APPENDIX "C-1"
 CMSG Wage Rates
 Effective October 1, 2017 – 2% Increase

NON-CERTIFICATED MATES and SECOND ENGINEERS							
GROUP	MONTHLY BASIC	CALENDAR DAY	PAY FOR LEAVE	EARNINGS PER DAY WORKED	RATE PER HOUR	TIME & ONE- HALF	DOUBLE TIME
2	6,409.54	210.70	261.27	471.97	39.33	59.00	78.66
3	6,518.33	214.28	265.71	479.99	40.00	60.00	80.00
4	6,631.87	218.01	270.33	488.34	40.70	61.05	81.40
5	6,761.00	222.26	275.60	497.86	41.49	62.24	82.98
6	6,964.72	228.95	283.90	512.85	42.74	64.11	85.48
7	7,078.48	232.69	288.54	521.23	43.44	65.16	86.88
8	7,246.07	238.20	295.37	533.57	44.46	66.69	88.92
9	7,409.38	243.57	302.03	545.60	45.47	68.21	90.94

APPENDIX "C-1"
 CMSG Wage Rates
 Effective October 1, 2017 - 2% Increase

SECOND MATES and THIRD ENGINEERS							
GROUP	MONTHLY BASIC	CALENDAR DAY	PAY FOR LEAVE	EARNINGS PER DAY WORKED	RATE PER HOUR	TIME & ONE-HALF	DOUBLE TIME
2	6,577.48	216.22	268.11	484.33	40.36	60.54	80.72
3	6,686.30	219.80	272.55	492.35	41.03	61.55	82.06
4	6,799.82	223.53	277.18	500.71	41.73	62.60	83.46
5	6,929.00	227.78	282.45	510.23	42.52	63.78	85.04
6	7,078.98	232.71	288.56	521.27	43.44	65.16	86.88
7	7,246.47	238.21	295.38	533.59	44.47	66.71	88.94
8	7,414.02	243.72	302.21	545.93	45.49	68.24	90.98
9	7,577.37	249.09	308.87	557.96	46.50	69.75	93.00
Commodore/Regent	7,749.83	254.76	315.90	570.66	47.56	71.34	95.12
Monarch/Brave (11)	7,943.64	261.13	323.80	584.93	48.74	73.11	97.48
NOTE: Monthly Basic \$11 less than Mates Rate							

APPENDIX "C-1"
 CMSG Wage Rates
 Effective October 1, 2017 - 2% Increase

NEW HIRES in POSITION of SECOND MATE and THIRD ENGINEER							
GROUP	MONTHLY BASIC	CALENDAR DAY	PAY FOR LEAVE	EARNINGS PER DAY WORKED	RATE PER HOUR	TIME & ONE-HALF	DOUBLE TIME
2	6,538.48	214.94	266.53	481.47	40.12	60.18	80.24
3	6,647.30	218.52	270.96	489.48	40.79	61.19	81.58
4	6,760.82	222.25	275.59	497.84	41.49	62.24	82.98
5	6,890.00	226.50	280.86	507.36	42.28	63.42	84.56
6	7,039.98	231.43	286.97	518.40	43.20	64.80	86.40
7	7,207.47	236.93	293.79	530.72	44.23	66.35	88.46
8	7,375.02	242.44	300.63	543.07	45.26	67.89	90.52
9	7,538.37	247.81	307.28	555.09	46.26	69.39	92.52
Commodore/Regent	7,710.83	253.48	314.32	567.80	47.32	70.98	94.64
Monarch/Brave (11)	7,904.64	259.85	322.21	582.06	48.51	72.77	97.02
NOTE: Mates Rate less \$50.00 (Monthly)							

APPENDIX "C-1"
 CMSG Wage Rates
 Effective October 1, 2017 - 2% Increase

EIGHT HOUR VESSELS - MASTERS							
GROUP	MONTHLY BASIC	CALENDAR DAY	PAY FOR LEAVE	EARNINGS PER DAY WORKED	RATE PER HOUR	TIME & ONE-HALF	DOUBLE TIME
2	7,368.32	242.22	119.46	361.68	45.21	67.82	90.42
3	7,603.96	249.97	123.31	373.28	46.66	69.99	93.32
4	7,860.83	258.41	127.51	385.92	48.24	72.36	96.48
5	8,126.75	267.15	131.81	398.96	49.87	74.81	99.74
EIGHT HOUR VESSELS - MATES							
GROUP	MONTHLY BASIC	CALENDAR DAY	PAY FOR LEAVE	EARNINGS PER DAY WORKED	RATE PER HOUR	TIME & ONE-HALF	DOUBLE TIME
2	6,588.48	216.58	106.86	323.44	40.43	60.65	80.86
3	6,697.30	220.16	108.64	328.80	41.10	61.65	82.20
4	6,810.82	223.89	110.43	334.32	41.79	62.69	83.58
5	6,940.00	228.14	112.58	340.72	42.59	63.89	85.18
NOTE: Formula:		Calendar Day Rate =		rate per hour x 8/1.493			
		Pay for Leave =		earned per day worked - calendar day			

APPENDIX "C-1"
 CMSG Wage Rates
 Effective October 1, 2018 – 2% Increase or COLA

MASTERS							
GROUP	MONTHLY BASIC	CALENDAR DAY	PAY FOR LEAVE	EARNINGS PER DAY WORKED	RATE PER HOUR	TIME & ONE-HALF	DOUBLE TIME
2	7,515.69	247.06	306.35	553.41	46.12	69.18	92.24
3	7,756.04	254.97	316.16	571.13	47.59	71.39	95.18
4	8,018.05	263.58	326.84	590.42	49.20	73.80	98.40
5	8,289.29	272.49	337.89	610.38	50.87	76.31	101.74
6	8,560.61	281.41	348.95	630.36	52.53	78.80	105.06
	9,107.12	299.38	371.23	670.61	55.88	83.82	111.76
7	8,831.94	290.33	360.01	650.34	54.20	81.30	108.40
	9,378.38	308.30	382.29	690.59	57.55	86.33	115.10
8	9,110.61	299.49	371.37	670.86	55.91	83.87	111.82
	9,656.98	317.45	393.64	711.09	59.26	88.89	118.52
9	9,381.93	308.41	382.43	690.84	57.57	86.36	115.14
	9,928.38	326.38	.	731.09	60.92	91.38	121.84
Commodore/Regent (10)	9,653.29	317.33	393.49	710.82	59.24	88.86	118.48
	10,199.71	335.30	415.77	751.07	62.59	93.89	125.18
Monarch/Brave (11)	10,181.59	334.70	415.03	749.73	62.48	93.72	124.96
	10,727.96	352.66	437.30	789.96	65.83	98.75	131.66
NOTE: Second (2nd) Rates are for Non-Watchkeepers							

APPENDIX "C-1"
 CMSG Wage Rates
 Effective October 1, 2018 – 2% Increase or COLA

CHIEF ENGINEERS							
GROUP	MONTHLY BASIC	CALENDAR DAY	PAY FOR LEAVE	EARNINGS PER DAY WORKED	RATE PER HOUR	TIME & ONE-HALF	DOUBLE TIME
2	7,261.42	238.71	296.00	534.71	44.56	66.84	89.12
3	7,501.01	246.58	305.76	552.34	46.03	69.05	92.06
4	7,756.04	254.97	316.16	571.13	47.59	71.39	95.18
5	8,018.05	263.58	326.84	590.42	49.20	73.80	98.40
6	8,289.29	272.49	337.89	610.38	50.87	76.31	101.74
7	8,560.61	281.41	348.95	630.36	52.53	78.80	105.06
8	8,831.94	290.33	360.01	650.34	54.20	81.30	108.40
9	9,110.61	299.49	371.37	670.86	55.91	83.87	111.82
Commodore/Regent (10)	9,389.16	308.65	382.73	691.38	57.62	86.43	115.24
	9,935.66	326.62	405.01	731.63	60.97	91.46	121.94
Monarch/Brave (11)	9,919.41	326.08	404.34	730.42	60.87	91.31	121.74
	10,465.95	344.05	426.62	770.67	64.22	96.33	128.44

APPENDIX "C-1"
 CMSG Wage Rates
 Effective October 1, 2018 – 2% Increase or COLA

MATES and SECOND ENGINEERS							
GROUP	MONTHLY BASIC	CALENDAR DAY	PAY FOR LEAVE	EARNINGS PER DAY WORKED	RATE PER HOUR	TIME & ONE-HALF	DOUBLE TIME
2	6,720.25	220.92	273.94	494.86	41.24	61.86	82.48
3	6,831.25	224.56	278.45	503.01	41.92	62.88	83.84
4	6,947.04	228.37	283.18	511.55	42.63	63.95	85.26
5	7,078.80	232.70	288.55	521.25	43.44	65.16	86.88
6	7,231.78	237.73	294.79	532.52	44.38	66.57	88.76
7	7,402.62	243.35	301.75	545.10	45.43	68.15	90.86
8	7,573.52	248.97	308.72	557.69	46.47	69.71	92.94
9	7,740.14	254.44	315.51	569.95	47.50	71.25	95.00
Commodore/Regent	7,916.05	260.23	322.69	582.92	48.58	72.87	97.16
Monarch/Brave (11)	8,113.73	266.72	330.73	597.45	49.79	74.69	99.58
Raven	9,653.29	317.33	393.49	710.82	59.24	88.86	118.48

APPENDIX "C-1"
 CMSG Wage Rates
 Effective October 1, 2018 – 2% Increase or COLA

NON-CERTIFICATED MATES and SECOND ENGINEERS							
GROUP	MONTHLY BASIC	CALENDAR DAY	PAY FOR LEAVE	EARNINGS PER DAY WORKED	RATE PER HOUR	TIME & ONE- HALF	DOUBLE TIME
2	6,537.73	214.92	266.50	481.42	40.12	60.18	80.24
3	6,648.70	218.56	271.01	489.57	40.80	61.20	81.60
4	6,764.51	222.37	275.74	498.11	41.51	62.27	83.02
5	6,896.22	226.70	281.11	507.81	42.32	63.48	84.64
6	7,104.01	233.53	289.58	523.11	43.59	65.39	87.18
7	7,220.05	237.35	294.31	531.66	44.31	66.47	88.62
8	7,390.99	242.96	301.27	544.23	45.35	68.03	90.70
9	7,557.57	248.44	308.07	556.51	46.38	69.57	92.76

APPENDIX "C-1"
 CMSG Wage Rates
 Effective October 1, 2018 – 2% Increase or COLA

SECOND MATES and THIRD ENGINEERS							
GROUP	MONTHLY BASIC	CALENDAR DAY	PAY FOR LEAVE	EARNINGS PER DAY WORKED	RATE PER HOUR	TIME & ONE-HALF	DOUBLE TIME
2	6,709.25	220.55	273.48	494.03	41.17	61.76	82.34
3	6,820.25	224.20	278.01	502.21	41.85	62.78	83.70
4	6,936.04	228.01	282.73	510.74	42.56	63.84	85.12
5	7,067.80	232.34	288.10	520.44	43.37	65.06	86.74
6	7,220.78	237.37	294.34	531.71	44.31	66.47	88.62
7	7,391.62	242.99	301.31	544.30	45.36	68.04	90.72
8	7,562.52	248.60	308.26	556.86	46.41	69.62	92.82
9	7,729.14	254.08	315.06	569.14	47.43	71.15	94.86
Commodore/Regent	7,905.05	259.86	322.23	582.09	48.51	72.77	97.02
Monarch/Brave (11)	8,102.73	266.36	330.29	596.65	49.72	74.58	99.44
NOTE: Monthly Basic \$11 less than Mates Rate							

APPENDIX "C-1"
 CMSG Wage Rates
 Effective October 1, 2018 – 2% Increase or COLA

NEW HIRES in POSITION of SECOND MATE and THIRD ENGINEER							
GROUP	MONTHLY BASIC	CALENDAR DAY	PAY FOR LEAVE	EARNINGS PER DAY WORKED	RATE PER HOUR	TIME & ONE-HALF	DOUBLE TIME
2	6,670.25	219.27	271.89	491.16	40.93	61.40	81.86
3	6,781.25	222.92	276.42	499.34	41.61	62.42	83.22
4	6,897.04	226.73	281.15	507.88	42.32	63.48	84.64
5	7,028.80	231.06	286.51	517.57	43.13	64.70	86.26
6	7,181.78	236.09	292.75	528.84	44.07	66.11	88.14
7	7,352.62	241.70	299.71	541.41	45.12	67.68	90.24
8	7,523.52	247.32	306.68	554.00	46.17	69.26	92.34
9	7,690.14	252.80	313.47	566.27	47.19	70.79	94.38
Commodore/Regent	7,866.05	258.58	320.64	579.22	48.27	72.41	96.54
Monarch/Brave (11)	8,063.73	265.08	328.70	593.78	49.48	74.22	98.96
NOTE: Mates Rate less \$50.00 (Monthly)							

APPENDIX "C-1"

CMSG Wage Rates

Effective October 1, 2018 – 2% Increase or COLA

EIGHT HOUR VESSELS - MASTERS							
GROUP	MONTHLY BASIC	CALENDAR DAY	PAY FOR LEAVE	EARNINGS PER DAY WORKED	RATE PER HOUR	TIME & ONE-HALF	DOUBLE TIME
2	7,515.69	247.06	121.90	368.96	46.12	69.18	92.24
3	7,756.04	254.97	125.75	380.72	47.59	71.39	95.18
4	8,018.05	263.58	130.02	393.60	49.20	73.80	98.40
5	8,289.29	272.49	134.47	406.96	50.87	76.31	101.74
EIGHT HOUR VESSELS - MATES							
GROUP	MONTHLY BASIC	CALENDAR DAY	PAY FOR LEAVE	EARNINGS PER DAY WORKED	RATE PER HOUR	TIME & ONE-HALF	DOUBLE TIME
2	6,720.25	220.92	109.00	329.92	41.24	61.86	82.48
3	6,831.25	224.56	110.80	335.36	41.92	62.88	83.84
4	6,947.04	228.37	112.67	341.04	42.63	63.95	85.26
5	7,078.80	232.70	114.82	347.52	43.44	65.16	86.88
NOTE: Formula:		Calendar Day Rate =		rate per hour x 8/1.493			
		Pay for Leave =		earned per day worked - calendar day			

APPENDIX "C – 2"
Letter of Understanding

RE: Seaspan Pusher Tug / Ro-Ro Barge Combination / Seaspan Doris/Greg

1. Seaspan Challenger / Coastal Spirit

All Officers employed aboard the Seaspan Challenger/Coastal Spirit Ro-Ro combination will be paid the Group 9 rate of pay in this Agreement. The Master will be paid at the on-watchkeeping rate of pay.

Due to the nature of the operation of this combination towboat/ro-ro-barge, Officers will be given additional compensation for certain duties:

- a) Where Mates are required to supervise and perform related work, i.e.: flagging and blocking, in the loading and discharge of roll-on, roll-off cargo, compensation for these will be one and one-half (1½) hours pay at the straight time rate of pay per shift worked.
- b) Due to the nature of the operation and mechanical/electrical/hydraulic equipment and systems onboard the Coastal Spirit, the Engineer will perform routine inspections, routine maintenance and minor repairs on board this ro-ro-barge.

Compensation for such work shall be a flat rate of one and one-half (1½) hours pay at the straight time rate of pay per shift worked.

Where the Engineer is required to perform significant repairs and/or remedy breakdowns onboard the Coastal Spirit, such duties will attract premium pay in accordance with the provisions of Article 1.21, 2 of the Agreement.

2. Seaspan Doris / Greg

- a) All Officers employed aboard the Seaspan Doris and the Seaspan Greg will be paid the Group 9 rate of pay. The Master will be paid at the non-watchkeeping rate of pay.
- b) A day or leave day shall mean a period of twenty-four (24) consecutive hours commencing at the agreed upon crew change time.
- c) A change in the crew change time shall require seven (7) days written notice of intent to change.
- d) Tour of Duty
Article 1.28 shall apply on the basis of the practice in effect October 1, 1984, except for unforeseen circumstances of a temporary nature.
- e) The minimum Officer complement of each vessel will be:
 - i) Master,
 - ii) First (1st) and Second (2nd) Mate,
 - iii) Chief Engineer, and
 - iv) Second (2nd) Engineer.
- f) Statutory Holidays – Article 1.16, 5

A regularly scheduled trip is included as a case for which the three (3) day period of December 24th, 25th and 26th, under Article 1.16, 5 may be alternatively given as the period of December 31st, January 1st and 2nd.

- g) Seniority
- i) All Seaspan Doris/Greg (Trainships) Officers will retain their seniority status (including recall rights) within the Trainship division as existed prior to June 1st, 1982.
 - ii) The Company Trainship Officers shall not have any seniority rights which were accumulated prior to June 1st, 1982, with respect to non-Seaspan Trainship Officer positions.
 - iii) Non-Seaspan Trainship Officers shall not have any seniority rights which were accumulated prior to June 1st, 1982, with respect to the Company Trainship Officer positions.
- h) Pension
- The Company agrees to continue the present Pension Plan arrangement (Group RRSP) for those Officers who were participating as of September 30th, 1995.
- i) Article 1.22 – Officers working by the vessel shall apply to these vessels.
- j) i) A Deck Officer shall only perform the customary duties of his rank which shall include the supervision of unlicensed crew Members, the supervision of the loading and discharge of roll-on equipment, and the operation of the vessel elevator and equipment related thereto. A Deck Officer shall not perform the work of an unlicensed Officers except when in his opinion or that of the Master, his assistance is necessary.
- ii) a) An Engineering Officer shall only perform the customary duties of his rank which include the repair and maintenance of the vessel elevator, machinery, and equipment related thereto. An Engineering Officer shall not perform duties customarily performed by unlicensed Officers under his supervision except when in his opinion or that of the Chief Engineer, his assistance is necessary.
 - b) Should an Engineer be required to operate a back-up system of the elevator on the Seaspan Doris, he shall be paid a premium of time and one-half (½) on-watch and double time and one-half (½) off-watch. Payment shall be made on the basis of one (1) hour minimums and one-half (½) hour increments thereafter.
 - c) The Company shall consult with the Chief Engineer prior to the installation, modification or removal of any equipment on their vessels.
- iii) Due to the nature of the operation of these vessels, Officers will be given additional compensation for certain duties. Mates are required to supervise the loading and discharge of roll-on roll-off equipment and machinery related thereto:
- a) Engineering Officers are required to repair and maintain vessel elevator equipment and machinery related thereto;
 - b) Second (2nd) Engineers are required to repair tracks and switches to good working order;
 - c) Chief Engineers are required to perform supervision and limited work described in Clause 2, j, iv.

Compensation for the above duties per day worked is as follows:

DORIS

Mates	One (1) hour at straight time
Second (2 nd) Engineer	One (1) hour at straight time
C/E	One and one-half (1 ½) hours at straight time

GREG

Mates	One-half (½) hour at straight time
Second (2 nd) Engineer	One-half (½) hour at straight time
C/E	One-half (½) hour at straight time

Any of the above duties performed off-watch shall attract the off-watch Duties Other Than rate.

- iv) An Officer shall not be required to repair, maintain or handle railway tracks, switches or equipment directly related thereto except as provided herein.
 - a) When the vessel is away from the Home Port, and when the appropriate Trade Group Shore personnel are not available, then the Officer may be required to effect repairs.
 - b) Where an immediate repair is required in the Home Port in order to allow the vessel to sail on schedule and such shore personnel are not readily available, the Officer may be required to effect repairs. Further, where in the opinion of the Chief Engineer a repair is of a minor nature, such as a jammed switch, and repairs can be made in a relatively short period of time, he shall be responsible to effect repairs. Where in his opinion the repairs are of a major nature, he shall advise the Company that shore personnel are required.
 - i) An Officer shall not be required to work off the vessel or to work with other than the vessels' equipment.
 - ii) If an Officer performs work on board the vessels other than his customary duties, such work will be paid for at the Duties Other Than rates.
- k) Company will maintain the existing TV on each vessel.
- l) Minimum Daily Wage

The provisions of Article 2.02, 5 shall apply to Officers covered by Clause 2 above in a form suited to the agreed crew change time. That is, noon shall be twelve (12) hours from the agreed upon crew change time. One-half (½) days' pay and leave will be paid when the Officer leaves the vessel within twelve (12) hours of the agreed crew change time. Otherwise, a full day's pay and leave will be paid.

3. General

Engineers required to work in furnaces, storm valves, and any work below the deck plate level in the engine room and the pump-room, engine crankcases or on machinery that has not been allowed to cool to a reasonable temperature will be paid for in accordance with Article 1.21, Duties Other Than.

APPENDIX "C - 4"
Letter of Understanding

RE: Subsistence Allowance Rates

This will confirm the agreement between the Parties that future increases in the subsistence allowance will be tied to the wage increases.

APPENDIX "C – 5"
Letter of Understanding

RE: Credit Agreement to Repay Wage Advances

(Name of Company)

Dear Sir:

The purpose of this letter is to set out the credit arrangement between us with respect to all monies advanced to me by your firm. I hereby acknowledge these monies as my debt to you which I shall repay at first opportunity from future earnings from your firm. Should I not return-to-work within twelve (12) months of my initial absence, I agree to repay the outstanding debt on demand and until demand, at the rate of three hundred fifty dollars (\$350.00) per month of my initial absence from your employ. All amounts owing to me from your firm at any time shall be applied against the debt.

In the event of my death, the full amount shall be immediately due and owing from my estate. In the event of any default by me under this letter agreement, the full amount shall also be immediately due and owing.

I agree that this letter agreement shall serve as an irrevocable direction to any other Employer of mine or my estate to directly pay to you the stipulated monthly amount or, on demand, death or default, the full outstanding amount until the debt is repaid in full.

This letter agreement is irrevocable. I acknowledge receipt of a copy of this letter.

Yours truly,

(Officer)

(Signature)

(Name)

(Address)

(Occupation)

APPENDIX "C – 6"
Letter of Understanding

RE: Payroll Procedures

Regarding the method paying Officers, the following procedures are agreed:

1. Pay
The Company will continue to pay its Officers in the current manner for the duration of the Agreement.
2. Layday Positions
When wage increments, provided for in the wage schedule, are effected, the Officer's layday position will be determined by the amount of dollars (plus or minus) in his layday account divided by his new daily pay rate.
3. Transfers – Eight (8) Hour / Twelve (12) Hour
Where a transfer occurs between eight (8) hour and twelve (12) hour tugs, pay shall be pro-rated on the basis of days actually worked on each, allowance being made for leave time earned:
Twelve (12) hour tugs - Article 1.17, 10 and rates per calendar day must be referred to.
Eight (8) hour tugs - Article 3.02, 1 and 2 and rates per calendar day must be referred to.
4. Pay Statements
All Officers shall be supplied with a payroll statement at the end of each pay period. Such pay statement shall clearly indicate:
 - a) Days worked and rate paid.
 - b) The number of leave days earned during the period.
 - c) The number of days carried over from the previous period.
 - d) The balance of days at the end of the pay period.
 - e) The amount of annual holiday credits earned during the period and the total accrual to date.
 - f) Statutory holiday pay.
 - g) Earnings pertaining to "Duties Other Than as an Officer".
 - h) Earnings pertaining to "Officers Working by the Vessel" Article.
 - i) Overtime.
 - j) Subsistence, engine servicing.
 - k) Other.
 - l) Gross Earnings.
 - m) Deductions
 - n) Net earnings.
5. Upon request by an Officer, his 'converted overtime to leave' will be shown on his pay statement.
6. Any proposed change in payroll procedures will be by mutual agreement between the Parties.

An Officer may convert to leave his Master's excessive hours payments where a Company's payroll system can accommodate.

APPENDIX "D – 2"
Letter of Understanding

RE: Use of Continuous Operating Tugs Utilized as Shift Vessels for Ship Docking Only

It is agreed that such vessels will operate as hereunder:

1. Crew Complement
 - a) Five (5) or six (6) man vessel - Master, Engineer, or Mate, Deckhand.
 - b) Seven (7) man vessel - Master, Engineer, Second (2nd) Engineer when required by law, two (2) Deckhands.
 - c) The manning under Clause (a) above will be subject to the Deckhand not leaving the vessel at any time during a ship docking operation. Designated line tugs working with tow off lines or ships lines when they must be handled by hand shall have two (2) men available on deck.
2. The Terms of Part III
Shift Vessels of the Collective Agreement shall apply to Officers engaged under the terms of this Letter except for Article 3.01, 3.
3. Officers employed on continuous operated vessels will not be required to work on a shift basis unless they have been free of their vessel for twenty-four (24) hours. Such Officers shall have the option to work on a shift basis.
4.
 - a) Any Officers used at Roberts Bank for ship docking in excess of a five (5) day period shall be covered by the Letter of Understanding covering the vessels based at Roberts Bank.
 - b) At Roberts Bank, all shifts shall be designated as twelve (12) hour shifts.

NOTE: New Letter of Understanding, Roberts Bank, will supersede Clause 4 (a) and (b) above.

APPENDIX "E - 1"
Letter of Understanding

RE: New Hire Officer Declaration of Guild Membership Status

It was agreed during Collective Bargaining that Officers to be hired will sign a letter attesting that they are Members in good standing with the Guild.

SUGGESTED LETTER FORMAT:

TO: (Company Name)

FROM: (New Officer)

Dear Sirs:

This letter confirms that the undersigned is a Member in good standing with the Canadian Merchant Service Guild.

Yours truly,
(Signature)

APPENDIX "E - 2"
Letter of Understanding

RE: Bareboat Charters

Article 1.01, 2. – Recognition, provides in part that should a charterer fail or neglect to abide by the terms of our Collective Agreement, the Company will be liable to the Guild Members concerned for unpaid wages and other monetary benefits.

During the course of negotiations, it was agreed that a six (6) month limitation should apply to any claims that might arise out of such third Party arrangements. In other words, in the event that the Company chartered a vessel to a third Party who failed to meet his obligations under the Agreement terms, a Guild Member with a valid claim would be obliged to register his claim with us not later than six (6) months from the date the claim first arose. It is understood that a claim instituted beyond this point in time will not be recognized.

APPENDIX "E - 4"
Letter of Understanding

RE: Crew Complement

Seaspan ULC will discuss any proposed crew complement changes with the Guild with respect to re-powered and existing vessels with the intent to reach mutual agreement.

The terms of reference for proposed crew complement changes shall be:

1. Geographical limits of operations.
2. Types of tow and restrictions.
3. Tours of duty.
4. Canadian Coast Guard regulations pertaining to safety of crew and vessel.

Where the Parties fail to reach mutual agreement, the issue in dispute arising from any crew complement change shall be referred to the Industry Arbitrator for expedited arbitration under Article 1.11, 5 (d) (iii) and (iv) of the Collective Agreement and the status quo will apply until a summary decision is issued.

APPENDIX "E - 6"
Letter of Understanding

RE: Job Redundancy Clause

1. Employment Security

Regular full-time Officers who have seniority with their current Employer will have employment security.

- a) An Officer who has employment security will not be subjected to layoff as a result of the elimination of an Officers position as identified in the Redundant Job Schedule.
- b) An Officer who is affected by a change in the manning of a vessel shall accept one (1) of the following options, the particular option will be at his discretion alone:
 - i) May exercise his seniority rights within the fleet.
 - ii) May accept a related shore side position offered by the Company, in which case his employment security will continue.
 - iii) May accept training for another position within the Company.
 - iv) May sever his employment with the Company by accepting the monetary consideration.
- c) Where an Officer is realigned to another position of a lesser pay classification, either by exercising his seniority under Clause (b) (i) or being transferred under Clause (b) (ii), he shall be paid no less than the pay class he formerly worked in.
- d) Where an Officer is employed on a floating basis, his "former rate" shall be established by averaging his actual rates over the previous twelve (12) months of employment.

2. Separation Provision

An Officer whose job has been made redundant as identified under the Job Redundancy Schedule, and who has chosen not to accept any of the options: Clause 1 (b) (i) (ii) or (iii) as listed above, would be eligible. This would also apply to any Officer who is realigned pursuant to Clause 1 (b) (i).

3. Separation Allowance

The separation allowance shall consist of three (3) weeks of basic pay (twenty-one [21] days at the calendar rate) for each year of cumulative compensated service to a maximum of seventy-five per cent (75%) the Officer could earn at this basic rate prior to age sixty-five (65). A pro-rated payment will be made for a part year.

This enhanced allowance for separation due to redundant jobs replaces the severance provisions of Article 1.30 in the current Collective Agreement.

*Cumulative Compensated Service shall be defined as:

- a) One (1) month of cumulative service is equal to 30.42 days with the Company. Twelve (12) of these months shall constitute one (1) year of cumulative compensated service (time on Long Term Disability is excluded).

4. Review Committee

A Committee of six (6) Members, three (3) each from the Guild and the Company shall be named. Any disputes arising under this Agreement shall be put before this Committee for resolution. When the Committee is unable to resolve an issue, it is agreed that a third Party will be named by mutual agreement of the Parties to provide Mediation-Arbitration for binding resolution. Failing such an appointment by the Committee either Party may refer it to arbitration under Article 1.11, 5 of the Collective Agreement.

5. Job Redundancy Schedule for Vessels

- a) To be determined by joint Company – CMSG Manning Committee.
- b) Every position that becomes redundant will be considered to have had two (2) individuals employed within that position.
- c) This Agreement becomes effective upon date of signing.
- d) Vessels which have been laid up or out of service for more than twelve (12) months shall be crewed in accordance with the recommendations of the Manning Committee, and this Job Redundancy Agreement shall not apply.

6. The Parties agree that should it be necessary at some future date to increase manning to cover the duties of those Officers made redundant under this Agreement, the positions will be filled by CMSG Members.

DATED AT VANCOUVER, BC THIS 27TH DAY OF AUGUST 1991

APPENDIX "E - 7"

RE: Job Redundancy Schedule - Agreement #1

This Agreement shall replace any and all prior Agreements to carry Engineers in respect to continuously operated vessels described herein.

1. A vessel which carries an Engineer and which has less than 750 KW (1000BHP) and is not required to carry an Engineer, by law, is covered by this Agreement.
2. The Company shall not be required to carry Engineers on these vessels. The required crew complement shall be as required by law with a minimum of four (4). This shall also apply to new vessels.
3. The area of operation shall be restricted to Home Trade III waters from Puget Sound to Southeast Alaska defined as the Inside Passage. This excludes the outside West Coast of Vancouver Island defined as West of Port Renfrew to Cape Scott and the Queen Charlotte Islands.
4. Deck Officers will be given the first right to accept engine room duties. The Master, at the commencement of each tour of duty, shall designate which crew member will perform these tasks.
5. Vessels will be upgraded as is necessary to ensure a safe operation. Engineers will not be removed until the upgrading has been completed. Where a dispute arises between the Guild and the Company as to the necessary level of upgrading, the matter shall be referred to binding arbitration for a decision prior to the vessel sailing without an Engineer.

DATED AT VANCOUVER, BC THIS 30TH DAY OF SEPTEMBER 1992.

APPENDIX "E - 8"

RE: Job Redundancy Schedule - Agreement #2

This Agreement shall replace any and all prior agreement to carry Second (2nd) Mates.

1. The Company shall not be required to carry Second (2nd) Mates on those tugs which are not required by regulation to have Second (2nd) Mates (i.e.: under 400 Registered Tons).
2. The removal of Second (2nd) Mates from the redundant positions will be initiated at a time designated by the Company.

DATED AT VANCOUVER, BC THIS 30TH DAY OF SEPTEMBER 1992.

APPENDIX "E - 9"
Letter of Understanding

RE: Employee Family Assistance Program (EFAP)

Every Employer represented by Seaspan ULC and listed within this Agreement as a Member Employer shall have in place an EFAP or in the alternative join the Industry Plan.

APPENDIX "F - 1"
Letter of Understanding

RE: Towboat Accommodation Standards

A. General

1. A Committee will be established to be known as the Towboat Accommodation Standards Committee. It shall be made up of equal representation from the Company and the Unions concerned. Its functions shall be as follows:
 - a) To receive and study plans and layouts of vessels modifications and new vessel construction prior to such modification or construction.
 - b) To improve or advise on that portion of the plans which fall within the jurisdiction of this Article.
 - c) To act in matters concerning government regulations which have a direct effect on safety, efficiency and comfort in the West Coast towing industry, using outside assistance as may be required, e.g.: Naval Architect, Minister of Transport.
2. For the purpose of this Article, the application of the term "wherever practicable" shall be determined by the Committee. Consideration shall be given to the size of the vessel and type of operation.
3. In instances where this committee is unable to reach a solution within its terms of reference, the issue shall be put to arbitration in accordance with the provisions of Article 1.11, 5.
4. The Committee shall act only on written request in dealing with problems on specific vessels. Such a request may be made by any one of the Parties.

B. Definitions

1. New Tug Means

- a) A tug the keel of which is laid on/or after the effective date of this Agreement.
- b) A tug purchased outside of the jurisdiction of the Western Branch Guild.
- c) A tug on which major modifications are commenced on/or after the date of signing the Agreement.
- d) Any alterations made to vessel that has previously been classified as a new vessel must continue to comply with the terms of the new tug standards which existed at the time the vessel was classified except where mutually agreed.

2. Existing Tug Means

- a) A tug other than a new tug.

3. Continuous Operating Tug Means

- a) A tug on which the crew sleeps and eats on board and where meals are prepared on board.

4. Shift Tug Means

- a) A tug operating in a restricted area where the crew does not sleep aboard.

C. New Tugs other than Shift Vessels

1. Design Standards for Sleeping Rooms

- a) Vessels up to fifty feet (50') in length between perpendiculars:
 - i) All accommodation space to be situated above the deepest water line.
 - ii) Officers shall be accommodated in single berth rooms.
 - iii) Maximum number of persons in one (1) sleeping room shall be two (2).
- b) Vessels over Fifty Feet (50') and up to Ninety Feet (90') in length between Perpendiculars
 - i) All accommodation space to be above the deepest waterline.
 - ii) All sleeping rooms to be on/or above the main deck.
 - iii) Officers shall be accommodated in single berth rooms.
 - iv) Maximum number of persons in one sleeping room shall be two (2).
 - v) All sleeping rooms to be single berth rooms where practicable.
- c) Vessels over Ninety Feet (90') in length between Perpendiculars
 - i) All sleeping rooms to be situated on or above the main deck.
 - ii) All sleeping rooms to be single berth rooms.
 - iii) All accommodation space to be situated on/or above the main deck, where practicable.
 - iv) The sleeping room for the Chief Engineer shall include one extra locker.
 - v) The Chief Engineer's sleeping room on vessels over one hundred twenty feet (120') in length between perpendiculars shall, in addition to the above provisions, include one (1) 24" x 54" desk, one (1) two (2) drawer filing cabinet and one (1) standing book case.
- d) Square Foot area of Sleeping Rooms
 - i) All single berth sleeping rooms shall have a minimum total floor area of fifty (50) square feet.
 - ii) All two (2) berth sleeping rooms shall have a minimum total floor area of fifty-five (55) square feet.
Where practicable and space is available, priority shall be given to increasing the total floor area in two (2) berth cabins.
 - iii) Any accommodation space that is inadequate by reasonable standards shall not be included in the calculation of floor area.
 - iv) Every sleeping room shall be constructed to provide clear head room of six feet (6') six inches (6") at every point in the room which is available for free movement.
 - v) Where practicable, every sleeping room shall have at least one (1) window or side light with a clear opening of not less than eighteen inches (18").
 - vi) Every bed shall be fitted with a spring filled mattress.
 - vii) Every bed shall be large enough to accommodate a mattress of six feet (6') six inches (6") in length and two feet (2') three inches (3") in width. Where practicable, mattress width will be increased to two feet (2') six inches (6").
 - viii) Every sleeping room shall be fitted with a drawer of at least four (4) cubic feet capacity.

- e) i) Every tug shall have a washing machine and proper facilities for drying clothes.
- ii) Every tug of Group IV and over shall have a washing machine and proper facilities for drying clothes.

For purposes of this Clause, vessel groups refer to groups established in the Agreement and apply only to continuous operating vessels.

2. Washrooms and WC's

- a) i) Every vessel shall have a properly installed and functioning WC and be provided with mechanical ventilation.
- ii) For a crew complement of seven (7) to thirteen (13) there shall be at least two (2) WC's. For each six (6) additional crew Members there shall be an additional WC.
- b) i) Every vessel shall have a properly installed and functioning shower supplied with hot and cold fresh water through taps.
- ii) For a crew complement up to and including seven (7) men, there shall be one (1) shower.
- iii) For a crew complement of eight (8) to fifteen (15) men there shall be two (2) showers. For each seven (7) additional men there shall be an additional shower.
- c) i) On new vessels, each Officer's room will be provided with a properly functioning wash basin.

3. Dining Areas

- a) i) A dining area shall be provided with sufficient seating area to accommodate all of the crew at one time.
- ii) Wherever practicable, the dining area shall be separated from the galley area.
- iii) Wherever practicable, a portion of the dining area shall be set aside as a recreation area in a manner that will not interfere with setting up for meals.
- iv) Galleys, dining areas, heads, showers, sleeping rooms and recreation spaces shall be separated from the wheelhouse and steering area by a permanent bulkhead.

4. Insulation

- a) Noise
 - i) All accommodation space shall be insulated against engine and other noise based on the result of the "Noise Abatement Program" set out in Appendix "F-2" of this Agreement.
- b) Heat and Cold
 - i) All accommodation shall be properly and adequately insulated against heat and cold, and have provision for heating when weather conditions require it, and be provided with mechanical ventilation.
 - ii) Sound reduced booth on vessels over one hundred twenty feet (120') in length, and communication booths on vessel ninety (90') to one hundred twenty feet (120') in length. Issue referred to Health and Safety Committee.

D. New Shift Vessels

1. a) Every tug shall be provided a wash basin which shall be separate from the sink used to wash cups and dishes. All wash basins shall be supplied with piped hot and cold fresh water.
- b) Every tug shall be provided with a properly functioning shower where practicable. All showers shall be supplied with piped hot and cold water.
- c) Every tug shall have a properly installed and properly functioning head.
- d) Every tug shall be provided with a galley stove or permanently installed hot plate fitted with rails and fiddles.
- e) Every tug shall be provided with a supply of potable water from tanks of adequate capacity.
- f) All accommodation shall be properly and adequately insulated against heat and cold, and have provision for heating when weather conditions require it.
- g) All accommodation shall be properly and adequately insulated against engine noise and other noise based on the result of the "Noise Reduction Program".
- h) All accommodation shall be properly and adequately ventilated.
- i) Sufficient clean tea towels, hand, and shower towels shall be supplied and kept clean.

E. Existing Shift Vessels

1. a) Where hot and cold water supply exists and space is available, wash basins, separate to sinks, shall be provided.
- b) Existing shower facilities shall be maintained in good working order.
- c) Every tug shall have a properly installed and properly functioning head.
- d) Every tug shall be provided with a galley stove or permanently installed hot plate fitted with rails and fiddles.
- e) Every tug shall be provided with a supply of potable water from tanks of adequate capacity.
- f) All accommodations shall be properly and adequately insulated against heat and cold, and have provision for heating when weather conditions require it.
- g) All accommodation shall be properly and adequately insulated against engine noise and other noise based on the results of the "Noise Reduction Program".
- i) All accommodation shall be properly and adequately ventilated.
- j) Sufficient clean tea towels, hand, and shower towels shall be supplied and kept clean.

F. Existing Vessels other than Shift Vessels

The Company agrees to upgrade accommodation in existing continuous operated vessels in accordance with the terms laid out in this Clause. If, in the opinion of the committee, the accommodation in an existing continuous operating vessel cannot be upgraded to acceptable standards, it shall be treated in accordance with the terms of the Group in which it is classified by the committee.

The Committee will take into consideration the following factors, and MOT Accommodation Regulations in order to classify the vessels within the industry:

Classification Factors

1. Sleeping accommodation for an Officer shall be above deck.
2.
 - a) Every Officer shall be provided with a properly built bed that is not less seventy-eight inches (78") in length and twenty-seven inches (27") in width, inside measurements.
 - b) The bed shall be fitted with a spring filled mattress.
3.
 - a) A dining area shall be provided with sufficient dimensions to accommodate all of the crew at one time.
 - b) No dining area shall be combined with a sleeping room.
 - c) Every dining area shall be furnished with sufficient tables and chairs to allow all of the crew to be seated at one time, and to allow a space of at least twenty-seven inches (27"), measured along the edge of the table, for each person.
 - d) Every table shall be at least:
 - i) twenty-seven inches (27") wide if seats are provided on both sides of the table, or
 - ii) twenty inches (20") wide if seats are provided on only one side of the table.
4. Every tug shall have a properly functioning shower and a wash basin that is separate from the galley sink.
5. Every tug shall have a properly installed and properly functioning head with mechanical ventilation, where practical.
6.
 - a) Every tug shall be provided with a galley situated next to the dining area.
 - b) Every galley shall be provided with exhaust fans and hoods which will draw off fumes from the galley ranges and discharge the fumes into the open air.
7. Every tug shall be provided with piped potable water which is provided in the crew accommodation from tanks of adequate capacity for the purpose.
8. In every tug, piped fresh hot and cold water shall be available for wash basins, baths and showers.
9. All accommodation shall be properly and adequately insulated against heat and cold and have provisions for heating when weather conditions require it.
10. All accommodation shall be properly and adequately insulated against engine noise and other noise.
11. All accommodations shall be properly and adequately ventilated.
12. On any tug that the crew works longer than seven (7) days at one (1) time, a washing machine and proper facilities for drying clothes shall be provided.

Vessel Groups

For vessels which have not been covered by Accommodation Standard Agreements.

Group I

Vessels that completely comply with the terms of this Clause.

Group II

Vessels whose existing accommodation is only slightly inferior to the terms of this Clause and the committee agrees that minor changes shall be made, where practicable.

Group III

Vessels whose existing accommodation is inferior to the terms of this Clause, and in the opinion of the committee can be upgraded sufficiently to continue to operate as a continuous operating vessel for a period of one (1) year from the date of signing this Agreement. In instances where it is evident to the committee that the upgrading of such a vessel to Group II can, and will be undertaken, or where definite plans to replace such a vessel are evident, extension of the operating period beyond one (1) year will be allowed.

Group IV

A vessel whose existing accommodation is so inferior to the terms of this Clause that it cannot be upgraded to Group III shall not be employed as a continuous operating vessel.

G. Dozer Boats

A dozer boat will be equipped with a swing seat, a canopy, outside deck house hand rails, an exhaust muffler, heating, rear weather protection (e.g.: canvas curtain with a plasticized window) and running lights.

H. General Provisions

Aerial jacks (radio) shall be installed in Officers-quarters of new vessels and in existing vessels which undergo refit.

1. All towboats shall be furnished with all equipment necessary for storing, preparing, cooking and serving food.
2. Bunks allocated to crew members shall only be used by crew members.

APPENDIX "F - 2"
Letter of Understanding

RE: Noise Abatement Program

The Company and the Guild agrees to continued development of the noise abatement program. The Company and the Guild agree to participate in a Joint Management Union Industry Committee to consider noise abatement on vessels and make recommendations to the Company where necessary in order to meet the objective of reducing noise to mutually acceptable levels.

1. Noise Level Readings

The Company agrees, if they have not yet done so, have noise level readings taken on all of their vessels.

The noise level readings shall be taken in accommodation areas, specifically sleeping cabins, galleys, mess rooms, wheelhouses, and recreation rooms. Such readings shall be taken in accordance with the Standards Respecting Noise Control and Hearing Protection in Canadian Towboats over fifteen (15) Tons, Gross Tonnage.

All noise level readings are to be made available to the Guild for inspection upon request. Should the Company take subsequent noise level readings, the Guild will be supplied with copies of findings. Should a Company fail to comply, the Guild may require that the vessel(s) in question be tied up until such time as the readings are taken and shown to the Guild.

Noise level readings shall be taken as follows:

- a) The Company may take its own level readings and in this event the Guild may have a Guild official in attendance while the vessel(s) are being tested, or
- b) Should the Guild dispute any noise level readings tendered, the Guild may then require further noise level readings with a Guild Representative in attendance.
- c) The Committee shall have the authority to examine any vessel in respect of which a noise problem is presented to the Committee.

2. Progress Reports

When noise abatement work is undertaken, the Committee will be provided with progress reports on a regular basis by the Company.

3. Audiometric Testing

All sea going Officers are to be given audio metric testing on an annual basis. Testing shall be done by Certified Audiometric Technicians, as acknowledged by the WCB and the Officer tested to be given his results, where available.

4. Hearing Protection

On vessels where there exists steady state and impact noise considered excessive, Officers shall be provided with adequate hearing protective devices. The noise exposure levels and standards of protective equipment shall be as provided for in the Transport Canada Coast Guard Standards Respecting Noise Control and Hearing Protection in Canadian Towboats over fifteen (15) Tons, Gross Tonnage, subject to the Marine Occupational Safety and Health Regulations.

5. Meetings

The Committee will meet at the call of either the Company or one (1) of the participating Unions to discuss progress and new developments.

6. Committee

The Joint Industry Committee shall be comprised of Representatives from the Company and respective Unions.

APPENDIX "F - 3"
Letter of Understanding

RE: Sound Booths in Vessels over 2000 Kw

It is agreed that the Guild should name to Seaspans the vessels with main engines over 2,000Kw where sound booths in the engine rooms could assist in communication with the bridge. Seaspans will notify the Company concerned and assist in a thorough examination of the matter.

APPENDIX "F - 4"
Letter of Understanding

RE: Asbestos Control Program

The Company agrees to continue the program of asbestos identification, removal or encapsulation. Upon completion of the identification program, removal/encapsulation shall commence beginning with the vessel with the greatest asbestos hazard. Areas containing asbestos that have been encapsulated shall be labeled as required. Copies of reports to be forwarded to the Guild.

APPENDIX "G - 1"
Letter of Understanding

RE: Reasonable Costs – Article 2.04

Some question has arisen as to the meaning of the term "reasonable costs" as it appears in Article 2.04 of the Agreement. I explained during negotiations that "reasonable costs incurred in moving and relocating family and belongings" would vary according to the circumstances.

It is our expectation that in the event an Officer is requested to transfer, he would secure quotations from at least two (2) moving firms and submit them to his Company. Other things being equal, the lowest of the two (2) bids would establish the cost to be incurred, it being understood that the Company reserves the right to make arrangements to:

1. Move the Officer's belongings by other insured means, and
2. Not pay the cost of moving items if they are plainly beyond the scope of normal household possessions, e.g.: grand piano, livestock, etc.

APPENDIX "I"
Letter of Understanding

RE: Return-to-Work Program

A Company which implements a Modified Return-to-Work Program (MRTW) for Officer(s) returning from a WCB claim shall inform the Guild of the particulars of the program. The Officers attending Physician(s) must approve the MRTW before an Officer commences his program.

APPENDIX "J"
Letter of Understanding

RE: Obtaining and Retaining Work

To enable the Company to obtain more work and/or retain work, the Parties may, by mutual agreement determine on a commercial contract-by-contract basis amend the terms of the Collective Agreement.

This Letter of Agreement expires at the end of the Collective Agreement.

APPENDIX "K"
Letter of Understanding

RE: Roberts Bank Ship Berthing

BETWEEN: THE CANADIAN MERCHANT SERVICE GUILD
AND: SEASPAN MARINE CORPORATION

This Letter of Understanding supersedes any and all previous Letters of Understanding or Memorandums of Agreement regarding Seaspan Ship Berthing/Escort operations based at Roberts Bank (RB).

The Parties recognize the need to provide the flexibility required to efficiently fulfill the work requirements at Roberts Bank; vessels operating in this area will be scheduled to provide that flexibility and will be crewed in accordance with Article 3.01 and/or Article 2.01 (1) of the collective agreement and/or under a Pager System with terms and conditions as outlined below.

PAGER SYSTEM

1. Rotation shall consist of:
 - a) Two (2) week on, two (2) week off cycle subject to vessel(s) being out of service or breakdowns. Other schedules may be implemented to meet operational and customer requirements; and/or address health and safety concerns and will be consistent with the collective agreement.
 - b) The lay-up provision shall be twelve (12) hours.
2. The minimum pay being twelve (12) hours pay for each day so worked.
3. There shall be a one (1) hour allowance on either side of a shift start and stop time to start-up the vessel and safely shut-down and secure the vessel.
4. Employees shall receive a vehicle allowance of thirty-five dollars (\$35.00) for each day that the employee is on shift. The increases to this allowance shall be tied to any future wage increases.
5. Where the vessel leaves the Roberts Bank basin the vessel's crew shall be under Article 3.01 "Shift Vessels" of the "Collective Agreement".
6. After 13 hours, overtime shall be paid at the double time rate with a one (1) hour minimum followed by increments of ½ hours.

Working Hours:

1. Where the crew finds that fatigue is affecting safety or the on job performance, the Master of the vessel shall contact the dispatch office and a rest period of not less than twelve (12) hours shall be scheduled. This rest period shall be immediately following the current "crew off/shut down". A rest period of not less than nine (9) hours shall be given with every effort made to provide twelve (12) hours.
2. Where the crew off time is less than three (3) hours to the next crew on time, the time shall be deemed as continuous.
3. While on a Tour of Duty, the employee shall have an unbroken nine (9) hour rest period in any given twenty-four (24) hour period. The first crew on time, after a minimum nine (9) hours rest period will trigger the new twenty four (24) hour period. During this period a new nine (9) hour rest period will be provided and mutually scheduled based on operational needs.
4. For the purposes of the crew on time; it will be up to the dispatcher to notify the crew member(s) of the crew on time based on the first job as well as any future amended crew time start.
5. If during the nine (9) hour rest period the employee's rest is disturbed by the Company the rest period shall restart. It is understood that Dispatchers may e-mail/text the crew on time adjustments and notifications as per Crew On #1 below during this period and this will not trigger a restart of the rest period.

CREW ON:

1.
 - a) Upon receiving initial notification of a ship arrival or departure (approximately twelve (12) hours in advance), the dispatcher will send an e-mail/text notification to the on duty crews for their crew on time.
 - b) The dispatcher will update crews via e-mail/text as times adjust. Final notice will be given approximately four (4) hours prior to crew on time via telephone, except when crew is on a rest period.
 - c) The dispatcher may issue the four (4) hours final notice via e-mail/text when the crew is on a rest period. This will be followed by a phone call at the expiry of the rest period to confirm the crew on time. The crew on time will be no less than two (2) hours after the expiry of the rest period, unless mutually agreed upon. Crew to acknowledge receipt of dispatchers' message within thirty (30) minutes with no penalty.
2. A minimum of four (4) hours shall be credited for each call which an employee works.
3. Crews shall be released as soon as ship assists are completed, except when fueling or vessel maintenance is required.

Engineers working by:

a) Engineers who are required to work on a vessel's equipment at Roberts Bank, when the balance of the crew is not called, will have their time worked paid for at the working by rate, unless the vessel has just returned from work away from Roberts Bank, then the time will be deemed continuous and paid accordingly.

b) The working by rate shall be at straight time regardless of the hours and days worked when it falls within the engineer's Tour of Duty, except after twelve (12) hours double time shall be paid. Or after eight (8) hours whichever shift an Engineer is assigned to. Engineers shall not be expected to be alone at work. All such work to be approved with Shore Engineering Office.

Officers Wages:

Officers shall be paid a premium of thirty-five (\$35.00)/day under the Pager System. This premium shall include incidental dirty money for engineering personnel with the exception of the sewage system; OWS and ME air box cleaning.

Electronic Device:

Seaspan to supply appropriate electronic device (e.g. Cell phone) and assume all cost that are associated with work.

Replacement of Vessels:

1. Any vessels assigned to RB will fall under the RB agreement.
2. Any vessel temporarily assigned as replacement of a permanent RB vessel for more than seven (7) days will be manned by the RB crew displaced from the permanent vessel removed.
3. Any additional vessel assigned to RB permanently to compliment the two (2) permanent vessels at RB will be posted as per the CA and subject to the terms and conditions of the RB agreement.

Statutory Holidays:

When a Statutory Holiday falls within the employee's Tour of Duty (fourteen (14) or seven (7) days); he shall be paid as if he worked.

Subsistence:

Subsistence will be paid as per 3.01 of the Collective Agreement. Subsistence will be paid if the Officers fourteen (14) day Tour of Duty. Subsistence will not be paid if the Company is providing the meals.

Stand-by:

An off-duty Employee shall be paid four (4) hours at time and one-half for each twenty-four (24) hour period he is required to stand by and does not work.

This letter to remain in effect for the term of the current Collective agreement expiration September 30, 2013.

The letter is subject to ratification by Seaspan membership and any failure to ratify will result in expedited arbitration.

SIGNED ON BEHALF OF THE SEASPAN MARINE CORPORATION



SIGNED ON BEHALF OF THE CANADIAN MERCHANT SERVICE GUILD




Dated at North Vancouver, BC this 17th day of APRIL 2012.

LOU CMSG & SS Roberts Bank Ship Berthing Agreement Apr 3 12

It was agreed to include the continuation of this LOU, which will remain in effect for the duration of the current Collective Agreement expiration September 30, 2019.

SIGNED on BEHALF of SEASPAN ULC

SIGNED on BEHALF of THE CANADIAN MERCHANT SERVICE GUILD

 Bart Reynolds - President, Seaspan Marine	 Capt. Roland Gerak - President
 Brent Hale - Vice President, Human Resources	 Zulema C. Sanabria - Secretary-Treasurer
 L. Dianne Richards - Director, Employee-Relations & Wellness	 Trevor Lang - Business Agent

Signed at Coquitlam, BC	This 10th day of	March 2017
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APPENDIX "L"
Letter of Understanding

RE: Training

WILL BE INSERTED UPON AGREEMENT

APPENDIX "M"
Letter of Understanding

RE: Joint Consultations

Seaspan ULC (The Company) and (the) Canadian Merchant Service Guild (CMSG) (the Parties) recognize the benefits of establishing a mechanism for the ongoing discussion and interchange of information between management and the union during the life of the Collective Agreement.

Objectives & Functions

The CMSG – Management consultation mechanism will provide a forum whereby representatives of the Company and representatives of CMSG will meet from time to time to discuss matters of interest to either of the Parties.

Consultation is a process of seeking information, providing advice and exchanging views on specific matters; it is a means of fostering each Parties understanding of the other Parties issues and attitudes. The consultation process allows the Parties the opportunity to develop meaningful dialogue. It is the sharing of information and listening to each other's opinion, observations and recommendations.

The overall objective of the CMSG – Management consultation process is to provide an effective ongoing communication between the Parties so as to develop a positive climate conducive to the discussion of topics of mutual interest. It is not intended that the consultation would interfere with management rights or obligations to manage the Guild legal rights under the Canada Labour Code or the Collective Agreement.

Matters of Discussion

Generally, any issue that promotes understanding, shares information and builds the relationship may be discussed subject to the mutual understanding that the consultation mechanism has no authority to alter/modify the terms of the Collective Agreement or the regulations governing the terms and conditions of employment. It is not the intent to make this a forum for grievance debate nor to circumvent the normal grievance procedure; rather it may be an avenue for either a/ heading off an issue to prevent it from becoming a grievance, or b/ seeking resolution on a matter that has been exhausted through the grievance procedure, with the understanding that these discussions represent no more than a final attempt at resolve prior to Arbitration.

Participants in the Consultation Process

Representatives will not exceed six; three each from (the) CMSG and the Company.

CMSG: one Business Agent and two others.

The Company: one Vice President and two others.

By mutual agreement, the committee may invite additional persons to attend meetings for the purpose of providing advice and information where required on a particular agenda item.

Procedures

The Parties shall establish a pre-determined schedule of meetings for each calendar year. Meetings will be held once every four months although more frequent meetings may be held if the Parties agree that there are sufficient matters for discussion. In advance of each meeting, the Parties may each submit matters for discussion. An agenda will be prepared and circulated in advance of each regular meeting: if there are papers, memoranda or reports related to the item(s) on the agenda, they should be distributed at the same time as the agenda.

This Letter of Understanding shall remain in effect until 90 day notification of cancellation by either signatory.

APPENDIX "N"
Letter of Understanding

RE: Forty-Five (45) Lay Days

The Parties will meet within sixty (60) days of the date of ratification of this agreement to develop a Letter of Understanding that will outline the circumstances under which the existing "forty-five (45) day sailing limit" may be exceeded. The Parties further agree to jointly draft and apply for any required permits from Human Resources and Skills Development Canada that would support this agreement.

APPENDIX "O"
Letter of Understanding

RE: Victoria Harbour

BETWEEN: SEASPAN ULC

AND THE: CANADIAN MERCHANT SERVICE GUILD

This Letter of Understanding shall modify the terms of the Collective Agreement (3.01) as set out herein in respect of Guild members engaged in operations which are based in Victoria.

1. TOUR OF DUTY AND LEAVE

The tour of duty shall be seven (7) days on and seven (7) days off, subject to vessel(s) being out-of-service and/or breakdowns or work stoppages in the Victoria area.

2. CALL-OUTS

- a) Crews will be released as soon as operations are completed, except when fueling, or workby is requested by the Company.
- b) The Victoria operation is governed by The Hours of Rest Regulations. As such, in each calendar day a crew member will be allotted a period of nine (9) hours unbroken consecutive rest. The time period for calendar days shall be from 0000 to 2359.

3. OPERATIONS

The normal hours of rest shall be taken from 2100 hours to 0600 hours except when the employee is required to work commencing at 0500 hours. In that case the rest period will commence at 2000 hours. In this particular event, should an employee be required to work past the designated time of rest, the remaining time shall prevail at the overtime rate. Thus, the rest period would commence at the end of the overtime period. The West Coast Hours of Rest Regulations will be recognized and honoured.

4. TRAVEL AND CELL PHONE COMPENSATION

Each Officer shall receive a vehicle/cell phone allowance of fifteen dollars (\$15.00) for each day that the Officer is on shift.

5. TERM

Either party may terminate this Letter of Understanding with thirty (30) days written notice. If no notice is given, it will remain valid for the term of the Collective Agreement that expires September 30, 2013.

SIGNED ON BEHALF OF THE
CANADIAN MERCHANT SERVICE GUILD



SIGNED ON BEHALF OF
SEASPAN ULC









Dated at Vancouver, BC this 2 day of APRIL 2013.

It was agreed to include the continuation of this LOU, which will remain in effect for the duration of the current Collective Agreement expiration September 30, 2019.

SIGNED on BEHALF of
SEASPAN ULC

SIGNED on BEHALF of
THE CANADIAN MERCHANT SERVICE GUILD

	
<i>Bart Reynolds – President, Seaspans Marine</i>	<i>Capt. Roland Gerak – President</i>
	
<i>Brent Hale – Vice President, Human Resources</i>	<i>Zulema C. Sanabria – Secretary-Treasurer</i>
	
<i>L. Dianne Richards – Director, Employee-Relations & Wellness</i>	<i>Trevor Lang – Business Agent</i>

Signed at Coquitlam, BC	this 10th day of	March 2017
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COLLECTIVE AGREEMENT

SEASPAN ULC



The Canadian Merchant Service Guild

Western Branch
#310 - 218 Blue Mountain Street
Coquitlam, BC
V3K 4H2

Tel: 604 . 939 . 8990

Email: cmsgwb@cmsg.org
Website: www.cmsg-gmmc.ca

Fax: 604 . 939 . 8950