

Outline of Changes To Be Implemented

Between

Seaspan ULC

And

Canadian Merchant Service Guild

1. All items previously agreed (See Attached)

Part 1 - General

2. Article 1.01 Recognition

Delete Article 1.01 (1) 2nd paragraph.

Delete Article 1.01 (2).

3. Article 1.04 Legal Defence Insurance

Delete.

4. Article 1.05 Canadian Merchant Service Guild, Western Branch Pension Plan

Amend Article 1.05 (1) (a) to read as follows:

1. a) The Employer will contribute monthly, to the Pension Plan, a total of ~~eight and one-half~~ six per cent (~~8-1/2~~ %) 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 Seaspan and Guild Membership. The Employer contribution shall be allocated as ~~seven-five~~ and one-half per cent (~~7-5 1/2~~ %) to the Pension Plan account of the individual Officer and a further contribution of one ~~half~~ per cent (~~1/2~~ %) 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-Employee pension plan contributions of ~~seven-five~~ and one-half per cent (~~7-5 1/2~~ %) and ~~seven-five~~ and one-half per cent (~~7-5 1/2~~ %) 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-five~~ and one-half percent (~~75.5~~%) contribution is made will contribute concurrently by payroll deduction ~~seven-five~~ and one-half percent (~~75.5~~%) on their own behalf.

5. Article 1.08 Benefit Plan

Amend Article 1.08 (1) to read as follows:

1. The Company will pay to the Guild a monthly contribution of ~~eight hundred twenty-six dollars (\$826.00)~~ five hundred dollars (\$ 500.00) ~~or such higher rates as may be in effect,~~ for each eligible Officer in its employ in lieu of providing 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.~~

Delete Article 1.08 (2).

Delete Article 1.08 (3).

Amend Article 1.08 (12) to read as follows:

12. An Officer on weekly indemnity will be entitled to top-up his Weekly Indemnity entitlement up to ~~monthly basic wages with any accumulated leave. 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.~~

Amend Article 1.08 (13) to read as follows:

13. When an Officer is on Weekly Indemnity ~~or WCB benefits~~ for up to ~~fifty-two~~ ~~seventeen~~ ~~(5217)~~ weeks, ~~or WCB benefits for up to fifty-two (52) weeks,~~ the Company will pay the full contribution under (7) 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 ~~for the above noted periods.~~

6. Article 1.12 Seniority

Amend Article 1.12 (7) to read as follows:

7. When a vessel is temporarily taken out of service, for one (1) to ~~seven (7)~~ ~~one hundred and twenty (120)~~ 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.

~~Where a posted Officer is in a red day position, he must accept relief work which occurs on days he would have otherwise been scheduled to work. Where an Officer is posted to a Continuous vessel, he may not unreasonably refuse relief work which occurs within five (5) days of the Tour of Duty he would have otherwise been scheduled to work.~~

~~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 of 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.

Delete Article 1.12 (8) Intro Paragraph 2nd Sentence and replace to read as follows:

Where an Officer has positive lay days and is subject to layoff, his leave will be run out and the following will apply:

Amend Article 1.12 (8) (a) to (f) as follows:

- ~~a) His leave will run out.~~
- ~~ba) He shall have the option of banking his annual vacation and statutory holidays, or running them out.~~
- ~~e) Overtime converted leave to be banked or cashed out at the Officers direction.~~
- db) Benefit Plan premiums will be maintained.
- ec) Pension Plan contributions will be maintained.
- fd) Monthly employed dues/remittances will be maintained.

7. Article 1.13 Job Postings / Appointments

Delete Article 1.13 (7) (f).

8. Article 1.15 Annual Vacations

Amend Article 1.15 (10) to read as follows:

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.

Employees must book the minimum vacation required as per the Canada Labour Code. Where an employee has not scheduled the minimum vacation by March 31st of each year, the Company will schedule vacation based on operational needs. Any unused vacation time beyond the Canada Labour Code minimum will not be carried into the subsequent vacation year and will be paid out.

Amend Article 1.15 (11) to read as follows:

11. For the purposes of this Article, the term "gross wages" shall include all monies credited including wages, overtime, ~~excessive hours,~~ subsistence allowance, ~~and~~ previous vacation pay ~~and engine servicing pay.~~

9. Article 1.17 Statutory Holidays

Amend Article 1.17 (2) (c) to read as follows:

- c) When a statutory holiday is worked, leave of ~~1.241.13~~ (12 hours) or ~~0.4930.42~~ (8 hours) is credited to the layday account.

Amend Article 1.17 (2) (d) to read as follows:

- d) For each statutory holiday not worked, or for each alternate day off in place of a statutory holiday worked, an Employee shall be granted a calendar day with pay and paid ~~his-an additional 0.42 days corresponding leave in cash.~~

Amend Article 1.17 (3) (a) and (b) to read as follows:

Examples of earnings and credits for a full shift are as follows:

a) Twelve (12) Hour

Earnings		Day	Leave	Cash*
Holiday Credit	2.24 1.42 days	1		1.240.42
Time Worked Credit	3.36 3.195 days	1	1.241.13	1.121.06 5
TOTAL	5.604.615 days	2	1.241.13	2.361.48 5

b) Eight (8) Hour

Earnings		Day	Leave	Cash*
Holiday Credit	1.493 1.42 days	1		.49342
Time Worked Credit	2.24 13 days	1	.49342	.74771
TOTAL	3.733 55 days	2	.49342	1.2413

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.

- * Any cash payment for a statutory holiday shall be paid out and not banked for leave purposes.

Delete Article 1.17 (5).

Delete Article 1.17 (6).

Delete Article 1.17 (7).

Delete Article 1.17 (8) and replace to read as follows:

- 8. Regarding the servicing of customers which operate December 24, 25, and 26, it is recognized that the employer has the right to require Officers to sail on these days. It is however understood that the Company shall use its best efforts to secure necessary Officers firstly from volunteers, then persons in the red and then Officers in the reverse order of seniority.

10. Article 1.18 Leave (Laydays)

Amend Article 1.18 (5) to read as follows:

5. At the expiration of accumulated time off, and ~~when an Officer is unable to rejoin his vessel when no work is available, he the Officer~~ shall continue to receive his rate of pay (Red Days) 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.

Where an Officer is in a red day position, these days will be generally recovered through the regular course of his schedule (posted) or his employment (relief). This clause will not restrict the Company from offering additional work to Officers on regular leave. The Company will endeavor to structure schedules which produce a positive leave balance.

Amend Article 1.18 (9) and merge with Article 1.18 (10) to read as follows:

9. In all occupational classifications covered by this Agreement, ~~leave with pay shall be granted as set forth in Section 10,~~ exclusive of annual vacation and statutory holidays, ~~10.~~ The method of calculating leave shall be ~~1.24~~ 1.13 days leave earned for each ~~twelve (12) hour~~ day worked or 0.42 days leave for each eight (8) hour day. Such leave shall be granted in the home port.

11. Article 1.19 Leave of Absence

Amend Article 1.19 (5) to read as follows:

5. The Company will grant a leave of absence to Officers who are elected as ~~Representatives~~ Guild Executive Board members 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. ~~Such~~ 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 Section shall not interfere with the provisions of Article 1.02.

12. Article 1.20 Education and Upgrading

Delete Article 1.20 (1) (a) and replace to read as follows:

- a) On Company required education and training programs, the Company will bear all costs of tuition. Officers required to take training shall be paid at their regular hourly rate for the duration of the training.

13. Article 1.21 Duties

Amend Article 1.21 (1) (c) to read as follows:

- 1. ~~An Deck Officer shall not~~may be required to perform duties other than their regular duties and the performance of other such duties shall not attract premium pay.~~the work of an unlicensed crew Member except when his assistance is necessary.~~

Delete Article 1.21 (2).

Amend Article 1.21 (3) Intro Paragraph to read as follows:

- 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:~~

Delete Article 1.21 (3) (a) to (d) and replace to read as follows:

- a) When an Engineer is required to perform such other duties, they shall not conflict with duties required by regulation and / or company policy.
- b) On a vessel where no engineer is carried, an Officer may be required to perform such engineering duties. These duties shall be considered part of the Officer's regular duties and not attract premium pay.

14. Article 1.22 Duties Other Than as an Officer

Delete.

15. Article 1.23 Officers Working by the Vessel

Amend Article 1.23 (1) 3rd paragraph to read as follows:

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 1/2) hours worked. Each such eight (8) hour shift shall be credited with a leave factor of ~~0.4930.42~~. 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 endeavour to provide forty-eight (48) hours of notice of putting the vessel into annual overhaul.

16. Article 1.25 Rates of Pay

October 1, 2013	1 %	Signing Bonus \$ 500.00
October 1, 2014	1 %	
October 1, 2015	1 %	
October 1, 2016	1 %	

October 1, 2017 1.5 %
October 1, 2018 1.5 %
October 1, 2019 1.5 %

Delete Article 1.25 (2) Last Sentence.

17. Article 1.26 Overtime

Amend Article 1.26 (1) to read as follows:

1. Time worked in excess of regular hours ~~to shall~~ be paid at the **regular overtime** rate of **one and one half (1 ½) double** the straight time hourly rate.

Amend Article 1.26 (2) to read as follows:

2. Overtime shall be calculated ~~at a minimum of one (1) hour and~~ in one-half (1/2) hour increments ~~thereafter~~.

Delete Article 1.26 (3) and replace to read as follows:

3. **All overtime earned shall be paid out and will not be banked for leave purposes.**

Delete Article 1.26 (4) and replace to read as follows:

4. **The payment of overtime will not apply in the event of an emergency at sea involving the safety of the vessel and crew.**

18. Article 1.27 Manning

Delete Article 1.27 (4).

19. Article 1.32 Severance Pay

Amend Article 1.32 to read as follows:

Officers with more than one (1) year's service who are displaced and for whom no job is available due to automation, mechanization or permanent reduction in the number of vessels or number of Officers, will be entitled to severance pay, **in accordance with the Canada Labour Code. 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 Employee.~~

~~2. The calculation of one (1) week's pay is the monthly basic x 7/30.42.~~

Part 2 – Continuous Operating Vessels

20. Article 2.01 Hours of Duty

Amend Article 2.01 (1) to read as follows:

1. The hours of work for Officers on continuous operating vessels shall be ~~either a the two (2) watch system of six (6) hours on and six (6) hours off, commencing at the beginning of the calendar day,~~ or three (3) watch system.

~~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.

Insert Article 2.01 (2) (Move from Article 1.26 (2)) and amend to read as follows:

2. 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. ~~The minimum payment for a call-out under this section shall be one (1) hour at the regular overtime rate.~~ In the event a man is called more than once during an off-watch period, and there is less than ~~one and one-half (1 ½) two (2) 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~~ paid in thirty (30) minute increments for time actually worked. ~~The minimum payment for a call-out under this Section shall be three (3) hours at the straight time rate.~~ If there is more than two (2) hours between the time of the subsequent call and the time of completing the last call, the Officer will qualify for the minimum one (1) hour payment outlined above.

Insert Article 2.01 New (4) to read as follows:

~~When a vessel is safely secured, Officers may be required to work on an alternate vessel during their on-watch period (continuous crews working on a shift tug). Any hours of work on such alternate vessel and shall count towards hours of duty on the vessel which they were initially crewed.~~

21. Article 2.02 Leave (Laydays)

Delete Article 2.02 (3) and replace to read as follows:

3. ~~Officers may be granted a mid-trip leave (crew change) provided the request is received in writing seven (7) days prior to the commencement of his tour of duty. This request will not be unreasonably denied, provided there is no overlap of wages, a replacement can be secured and there will not be any additional cost to the Company. Leaves requested during a Tour of Duty for emergency situations will be accommodated.~~

Delete Article 2.02 (4) and replace to read as follows

- a. ~~When crewed on a two (2) watch system, Officers shall be paid one-half (1/2) day's pay and leave for each twelve (12) hour period they are onboard the vessel.~~
- b. ~~When crewed on a three (3) watch system, Officers shall be paid one-third (1/3) day's pay and leave for each eight (8) hour period they are onboard the vessel.~~

22. Article 2.03 Subsistence

Delete Article 2.03 (7) and replace to read as follows:

7. Meal hours shall be set by the Master of the vessel, taking into account the watch system being used and the operational needs of the vessel.

Delete Article 2.03 (8).

Delete Article 2.03 (9).

23. Article 2.05 Payment for Excessive Hours

Amend Article 2.05 (1) and make to read as follows:

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, shall be paid at the regular overtime rate for time actually worked. ~~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 (1/2) hour.

Delete Article 2.05 (2).

Delete Article 2.05 (3).

Part 3 – Shift Tugs

24. Article 3.01 Shift Vessels

Amend Article 3.01 (2) to read as follows:

2. An Officer, when employed on a posted 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 (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.

Amend Article 3.01 (3) to read as follows:

3. The shift starting times shall be consistent on all **posted** 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.

Amend Article 3.01 (4) to read as follows:

4. There shall be seven (7) calendar days notice of intent to change **a posted vessel** from an eight (8) hour shift to a twelve (12) hours shift , or vice versa.

Amend Article 3.01 (5) to read as follows:

5. There shall be no crew change between 24:00 and **06:00-05:00** hours except for emergencies such as injuries or illness. ~~Notwithstanding the above, the Guild and Company may mutually agree to a variance of up to one (1) hour before 06:00 hours.~~

Amend Article 3.01 (7) to read as follows:

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 (1/2) 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.

Amend article 3.01 (10) (a) to read as follows:

- 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 two dollars seventy eight cents (\$22.78)~~**fifteen dollars (\$15.00)** per twelve (12) hour day and ~~fifteen dollars eighteen cents (\$15.18)~~**ten dollars (\$10.00)** per eight (8) hour day. In addition, tea, coffee, sugar, canned milk, hot chocolate and Coffee Mate shall be supplied by the Company.

Delete Article 3.01 (10) (b) & (c).

Delete Article 3.01 (11) & (12).

Delete Article 3.01 (16) and replace to read as follows:

- 16. Each shift includes a thirty (30) minute paid lunch which can be taken while the vessel is underway.**

25. Article 3.02 Eight (8) Hour Shift

Amend Article 3.02 (1) to read as follows:

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.~~

Amend Article 3.02 (2) to read as follows:

2. For each regular eight (8) hour day worked, an Officer shall be credited with ~~4930.42~~ days leave.

26. Article 3.04 Crewing for Shift Boats at Christmas

Delete

Part 4 - Pager Operated Vessels

27. Article 4.01 Pager Operated Vessels

Insert Article New 4.01 to read as follows:

4.01 Pager Operated Vessels

1. A Pager Operated Vessel shall be deemed a vessel that has Officers assigned to it and those Officers shall be available to work for a set amount of time within a 12, 16, or 24 hour period.
2. Schedules will be implemented to meet operational requirements, to address health and safety concerns and will be consistent with the collective agreement.
3. The minimum pay and required hours shall be eight (8) hours, or twelve (12) hours, for each day so worked.
4. The Company will inform the Officer of the period of availability, the minimum pay and required hours at the time they are scheduled.
5. An Officer shall be paid overtime once they work beyond minimum required hours for each day.
6. Where the Company schedules an Officer under this part of the collective agreement, they shall be paid a premium for the required hours of availability as outlined in the table below:

Period of Availability	% Daily Base Wage
12 Hours	3%
16 Hours	4%
24 Hours	6%

7. Where a vessel covered by this article is required for continuous operations, crews affected may elect to work in a continuous capacity as per 2.01 "Continuous Operating Vessels" of the collective agreement or have a replacement vessel provided.

Insert New Article 4.02 to read as follows:

4.02 Working Hours

1. Where the crew finds that fatigue is affecting safety or on job performance, the Master of the vessel shall contact the dispatch office and a ten (10) hour rest period shall be given. This rest period shall be immediately following the current crew off time.
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 Officer shall have an unbroken ten (10) hour rest period in any given twenty-four (24) hour period. The first crew on time, after a minimum ten (10) hours rest period will trigger a new twenty four (24) hour period. During this period a new ten (10) hour rest period will be provided and scheduled based on operational needs.
4. The dispatcher shall notify the Officer(s) of the crew on time.
5. If during the ten (10) hour rest period the Officer's rest is disturbed by the Company the rest period shall restart. Dispatchers may e-mail / text the crew on time adjustments and notifications during this period and this will not trigger a restart of the rest period.

Insert New article 4.03 Crew On to read as follows:

4.03 Crew On

1. Dispatchers will send Officers an initial notification of work (approximately six (6) hours in advance) by email or text message.
2. Final notification will be given approximately three (3) hours or four (4) hours for Robert's Bank, prior to crew on time via telephone, except when Officers are on a rest period.
3. The dispatcher may issue the final notice via e-mail/text when the Officer 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. Officers to respond within thirty (30) minutes with no penalty.
4. A minimum of four (4) hours shall be credited for each time an Officer crews onto a vessel.
5. Officers shall be released as soon as possible, except when fueling or vessel maintenance is required.
6. There shall be a sixty minute (1 hour) allowance at the start of the shift to start up the vessel and a thirty minute (1/2 hour) allowance prior to the end of the shift to safely shut-down and secure the vessel.

Insert New Article 4.04 to read as follows:

4.04 Engineers Working by

1. Engineers who are required to work on a pager vessel's equipment, 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 crewed off from work, then the time will be deemed continuous and paid accordingly.
2. 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 the required daily hours have been worked, overtime rate shall be paid. Engineers shall not be expected to be alone at work. All such work to be approved with Shore Engineering Office.

Insert New Article 4.05 to read as follows:

4.05 Electronic Device

1. Seaspan will supply an appropriate electronic device (e.g. Cell phone) and assume all costs that are associated with work.

Part 5

28. Article 5.01 Ships Other than Tugs

Delete

29. Article 5.02 Union Dispatch Hall Fee

Delete

30. Article 5.05 Term of Agreement

Amend Article 5.05 to read as follows:

This Agreement shall be effective ~~five (5)~~seven (7) years commencing October 1, ~~2010-2013~~ and shall remain in effect until September 30, ~~2013-2020~~ and thereafter from year to year subject to four (4) month's notice in writing of desire to revise, amend or terminate same. Such notice may be given any time after May 31, ~~2013~~2020. 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.

Appendices

31. Appendix (C – 2) Letter of Understanding RE: Seaspan Pusher Tug / RO-RO Barge Combinations / Seaspan Doris / Greg

Delete.

32. Appendix (C – 4) Letter of Understanding RE: Subsistence Allowance Rates

Delete.

33. Appendix (D – 2) Letter of Understanding RE: Use of Continuous Operating Tugs Utilized as Shift Vessels for Ship Docking Only

Delete.

34. Appendix (E – 2) Letter of Understanding RE: Bareboat Charters

Delete.

35. Appendix (E – 4) Letter of Understanding RE: Crew Complement

Delete.

36. Appendix (F – 1) TOWBOAT ACCOMMODATION STANDARDS

Delete as per (LOU) below:

The Parties agree to establish a joint committee that will meet within ninety (90) days of ratification to review and update Appendix F-1 Towboat Accommodation Standards with the intention to align the appendix with current regulatory and/or class society requirements.

37. Appendix (K) Letter of Understanding RE: Roberts Bank

Vessels must continue to be crewed at Roberts Bank (LOU) under a pager system as per Company Proposal 44 / Memorandum # 26.

38. Article 1.?? Bonus Program

Insert New Article 1.?? Bonus Program (Immediately after Article 1.25 Rates of Pay) to read as follows:

The Company will introduce an incentive based profit sharing program based on the overall performance of the marine division and the regularly published Company KPI's (Key Performance Indicators) subject to an acceptable wage settlement and necessary cost savings and efficiencies achieved through collective bargaining.

39. Article 1.?? Definitions

Insert Article 1.?? Definitions to read as follows:

Definitions

- "Accumulated Leave" Total balance of lay-days available to an Officer measured in calendar days.
- "Annual Vacation Days" Total balance of earned vacation days available to an Officer.
- "Company" Seaspan ULC.
- "Calendar Day" A unit of time measured as twenty four (24) hours between 00:00 and 23:59.
- "Calendar Day Pay" One / thirty point four two (1 / 30.42) of a monthly basic wage.
- "Callout" Work offered which is outside of an Officer's standard hours of work and is paid as overtime.
- "Continuous Vessel" A vessel where Officers work a continuous watch system and remain onboard, or crewed on, during their entire Tour of Duty.

“Customary Vessel”	The vessel to which an Officer is regularly scheduled to work.
“Gross wages”	All monies credited including wages, overtime, subsistence allowance and previous vacation pay.
“Guild”	The Canadian Merchant Service Guild.
“Home Dock”	The designated start and finish location for a vessel.
“Home Port”	The regular port of dispatch and discharge for a given vessel or Officer.
“Lay-day”	A calendar day off work with pay to which an Officer becomes entitled by working on board a vessel for a number of days.
“Monthly Basic Wage”	= 30.42 (Calendar days)/ 2.13 (leave factor) * 12 (hours) * hourly rate of pay
“Officer”	An Officer working as Master, Mate, or Engineer, on vessels owned, operated, or otherwise controlled by the Company.
“Pager System”	A crewing system that has Officers assigned to be available to work for a set amount of time within a 12, 16, or 24 hour period.
“Pager Vessel”	A vessel that has Officers assigned to it and those Officers shall be available to work for a set amount of time within a 12, 16, or 24 hour period.
“Posting”	Scheduled positions made available to Officers to apply for through the posting process.
“Red Day”	Negative leave paid to an Officer at the expiration of accumulated time off when no work is available.
“Relief Position”	A position, shift or tour of duty, which is either not posted or arising from the absence of the posted Officer entitled to that position, shift or tour of duty.
“Scheduled Leave”	A Leave granted to an Officer for working a number of days onboard a vessel.
“Shift Vessel”	A vessel where Officers work on daily shifts of eight (8) or twelve (12) consecutive hours per day, provided that an Officer shall be free of the vessel during off-shift hours.
“Tour of Duty”	A scheduled number of days where an Officer is required to work prior to being granted a scheduled leave.

Agreed To Items

between

Seaspan ULC

and

Canadian Merchant Service Guild

Part 1 General

1. Article 1.01 Recognition

Amend Article 1.01 (1) 1st paragraph to read as follows:

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.

2. Article 1.02 Termination of Employment

Amend Article 1.02 Heading to read as follows:

1.02 SUSPENSION, LAYOFF OR TERMINATION OF EMPLOYMENT

Insert Article 1.02 New (2) renumber remainder and make to read as follows:

2. Suspension

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

- a) The refusal to abide by the Company's, rules, regulations, policies, and practices.
- b) The refusal by the employee 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 employee to abide by a reasonable and lawful customer requirement.

Insert Article 1.02 New (4)

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.

3. Article 1.03 Discrimination and Intimidation

Insert Article 1.03 New 2nd Paragraph to read as follows:

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.

4. Article 1.06 Boarding Pass

Amend Article 1.06 2nd paragraph to read as follows:

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 Officer Representative** while he is on Company property.

5. Article 1.08 Benefit Plan

Amend 1.08 (11) to read as follows:

11. The Officer's pay shall be maintained, ~~including red days,~~ during the waiting periods for weekly indemnity payments ~~up to a maximum of seven (7) red days by use of his accumulated leave.~~

Amend Article 1.08 (15) to read as follows:

15. The Company will continue to pay one hundred per cent (100%) of the ~~premium of the~~ BC Medical Services Plan premiums.

6. Article 1.11 Grievance Procedure

Amend Article 1.11 (6) Expedited Arbitration Process to read as follows:

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 agreed upon arbitrators:

- i) Nicholas Glass
- ii) Wayne Moore
- iii) John McConchie

This list will be jointly reviewed on an annual basis and changes may be mutually made at any time on request of either Party.

7. Article 1.12 Seniority

Delete Article 1.12 (5) and replace to read as follows:

The following will prevail in allotting relief positions:

1. Any Officer from the relief pool shall have the first right to fill a relief position in order of seniority, subject to qualifications, experience and ability.
2. Where no Officer from the relief pool can fill the relief position, it shall be offered to a posted Officer in order of seniority, subject to qualifications, experience and ability.

Amend Article 1.12 (8) 1st Paragraph to read as follows:

8. In cases of layoff or recall, service seniority will be the determining factor providing the Officer has the qualifications, experience and ability and sufficiency to perform the work.

8. Article 1.13 Job Postings/Appointments

Amend Article 1.13 (1) to read as follows:

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.

Delete Article 1.13 (2).

Amend Article 1.13 (4) 1st Paragraph to read as follows:

4. 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.the posting on the following basis:

Delete Article 1.13 (4) (a).

Delete Article 1.13 (4) (b).

Amend Article 1.13 (4) (c) to read as follows:

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

9. Article 1.14 Re-Alignment Sequence

Amend Article 1.14 Intro Paragraph to read as follows

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.

Delete Article 1.14 (1) and (2) and replace Article 1.14 (1) to read as follows:

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.

Insert Article 1.14 New (2) to read as follows:

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 (4) (c) 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.

Amend Article 1.14 (5) to read as follows:

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 ~~completed and takes effect~~ confirmed and scheduled by the company.

10. Article 1.16 Annual Vacation Pay on Termination

Delete

11. Article 1.17 Statutory Holidays

Amend Article 1.17 (1) to include Family Day.

12. Article 1.19 Leave of Absence

Amend Article 1.19 (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.

13. Article 1.23 Officers Working by the Vessel

Delete Article 1.23 (5) and replace to read as follows:

Regular crew members desirous of participating in refits shall so indicate by registering their names with their Employers. The Company shall ensure that a regular crew member 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 crew member 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 crew member to upgrade their skills in overhaul procedure of propulsion or auxiliary machinery. When a regular crew member 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 crew member prior to sailing.

14. Article 1.24 Clothing

Delete Article 1.24 (2).

Delete Article 1.24 (4) (b).

Amend Article 1.24 (4) (d) to read as follows:

d) The Company shall provide each Officer either a safety shoe or caulk boot or rain (jacket and pants allowance of ~~one hundred twenty five dollars (\$125.00)~~ ~~one hundred forty dollars (\$140.00)~~ ~~(\$125.00)~~ 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.

15. Article 1.26 Overtime

Insert Article 1.26 New (3) (move from Article 1.27 (5)) to read as follows:

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.

Amend Article 1.26 (5) (c) to read as follows:

5. c) ~~Individual Companies 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 ~~not to exceed for submission of overtime is~~ ten (10) calendar days

16. Article 1.27 Manning

Delete Article 1.27 Introductory Paragraph.

Delete Article 1.27 (1).

Insert Article 1.27 New (1) to read as follows:

1. Vessels will be crewed as per statutory and operational requirements.

Delete Article 1.27 (2).

17. Article 1.28 Joint Safety Committee

Delete

18. Article 1.30 Tour of Duty

Delete Article 1.30 2nd paragraph.

Part 2 - Continuous Operating Vessels

19. Article 2.02 Leave (Laydays)

Amend Article 2.02 (5) to read as follows:

5. Where a vessel is 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 08:00:00. This provision shall only apply when the Officer returns to the vessel from which he took his leave.

Amend Article 2.02 (6) to read as follows:

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 and a meal allowance of \$10 (breakfast) as established within the Collective Agreement.

20. Article 2.06 Security Watches

Amend Article 2.06 to read as follows:

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 ~~an excessive number of hours~~ 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.

21. Article 2.07 Radar Equipment

Delete

Part 3 - Shift Tugs

22. Article 3.01 Shift Vessels

Amend Article 3.01 (14) to read as follows:

The Company will post Officer work schedules at least every ninety (90) days. Schedules will be mailed to Officers at time of posting.

23. Article 3.02 Eight (8) Hour Shift

Amend Article 3.02 (4) to read as follows:

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 1.26. The Company will endeavor to minimize the amount of overtime required by providing water-taxis to expedite crew changes.

24. Article 3.03 Twelve (12) Hour Shift Vessels

Amend Article 3.03 (2) to read as follows:

2. No twelve (12) hour shift tugs 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 1.26. The Company will endeavor to minimize the amount of overtime required by providing water-taxis to expedite crew changes.

Appendices

25. Appendix "A" List of Companies

Delete.

26. Appendix (C – 1)

Amend Appendix (C – 1) to reflect agreed changes to collective agreement.

27. Appendix (C – 6) Letter of Understanding RE: Payroll Procedures

Amend Appendix (C – 6) to reflect agreed changes to collective agreement.

Appendix (G-2) Letter of Understanding RE: Continued Proficiency Certificate (CPC)

Delete.

27. Appendix "H" Benefits

Delete.

28. NEW ARTICLE – SEMI ANNUAL LISTS

Insert Article (under Article 1.12 new (14)?) New SEMI ANNUAL LISTS

Seaspan shall post semi annually lists of cleared Mates and Skippers who are line to be called up next.

29. NEW LOU – 45 LAY DAYS

Insert New LOU 45 Lay Days

The Parties will meet within sixty (60) days of the date of ratification of this agreement to develop an LOU that will outline the circumstances under which the existing "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.

30. HOUSEKEEPING

The following changes shall be made throughout the Collective Agreement:

1. Delete all references to "Employee", "Crew Member", "Any Man", "Personnel" and replace with "**Officers**"
2. Delete all references to "Companies", "Individual Companies", "Seaspan" and replace with "**The Company**"
3. Delete all references to "Shift Tugs" and replace with "Shift **Vessels**"
4. All references to "home port" to be amended to "**Home Port**"
5. All references to "home dock" to be amended to "**Home Dock**"