

# COLLECTIVE AGREEMENT

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



**AND:** **OFFSHORE RECRUITING SERVICES INC.**  
(hereinafter referred to as the "Company" )



**January 1, 2024 – December 31, 2024**

15189-03

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# COLLECTIVE AGREEMENT

**BETWEEN: THE CANADIAN MERCHANT SERVICE GUILD**

Representing:

- Masters
- Deck Officers
- Engineer Officers

*(hereinafter called the "Guild")*

**AND: OFFSHORE RECRUITING SERVICES INC.**

*(hereinafter called the "Employer" or "ORSI")*

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## ARTICLE 1

### Preamble – Purpose of Agreement

**1.01** The general purpose of this Agreement is to ensure for the Employer, the Guild and the Deck and Engineer Officers, as defined herein and employed by the Employer on Vessel(s), the full benefit of orderly and legal collective bargaining and to ensure to the utmost extent practicable, the safety and physical welfare of the said Deck and Engineer Officers, economy of operation, standard of service and protection of property. It is recognized by this Agreement to be the duty of the Employer, the Guild and the Deck and Engineer Officers to cooperate fully, individually and collectively for the advancement of said conditions.

### Recognition

**1.02** The Employer recognizes the Guild as the sole collective bargaining agent for all Masters, Deck Officers, and Engineer Officers employed on vessels owned and/or operated by the Employer.

## ARTICLE 2

### Scope

**2.01** The term "Officer or Officers" wherever used in this Agreement shall mean all Masters, Deck Officers and Engineer Officers employed by the Employer on vessels owned and operated and/or bareboat chartered by the Employer. The term "vessel" shall not be deemed to include any floating dry-dock.

**2.02** This Agreement applies to operations in the Mackenzie River Watershed, and Canadian Polar Waters north of 60 degrees latitude (including Alaska). In the event of operations in other areas of Canada not covered by the Employer and the Guild shall meet to discuss the new operations.

## ARTICLE 3

### Jurisdiction

**3.01** It is recognized that the Employer comes within the jurisdiction of the Department of Labour of Canada and other Government Departments having jurisdiction.

## **ARTICLE 4**

### **Recognition**

- 4.01** The Employer recognizes the Guild as the sole collective bargaining agency for all Officers with respect to rates of pay, hours of work and other conditions of employment in this Agreement.
- 4.02**
- a) The Employer recognizes the Guild as the source of supply for all Officers covered by this Agreement and will request the same from the Guild. The Employer agrees to employ only Members in good standing. Furthermore, the Guild and the Employer agree that in order to facilitate the efficient and expeditious operations of the Employer's enterprise, and to enhance and maximize the employment opportunities of local residents and particularly aboriginal people, the Guild will accept the Employer's request to employ qualified and reliable personnel from the local area to fill vacancies as they occur from time to time and/or promote qualified Licensed Personnel from within the Employer.
  - b) In order to assist the Guild in obtaining all Officers as Members, the Employer will provide the Guild with the names of all present and new Officers.
  - c) The Guild and the Employer will cooperate and participate fully in the implementation of the Employment Equity Act.
- 4.03** Any Officer not obtained through the Guild and not a Member of the Guild, shall as a condition of employment, make application to the Guild for Membership within thirty (30) days of employment with the Employer.
- 4.04** Effective the last pay period of each month that an Employee draws pay for, the Employer shall deduct from the wages due and payable to each Officer coming within the scope of this Agreement, an amount equal to two times (2x) the uniform monthly Membership fees and assessments of the Guild.  
Employees who work at least one hundred twenty (120) days during the calendar year on the lay day schedule or one hundred twenty (120) days during the yearly navigation season are required to be deducted the equivalent of one calendar years full monthly dues. Full monthly dues are owed for any month that an Employee works as an Officer. The Employer will remit all dues owed on a monthly basis to the Guild noting the name of each Officer and the period the Officer worked.  
The amount so deducted shall only be changed during the term of this Agreement to conform with changes in the amount of regular fees of the Guild in accordance with its Constitution and Bylaws.
- 4.05** The Employer shall deduct initiation fees as for the time being constitutionally established by the Guild. Signing of the Employer's commencement forms shall serve as the Officer's authorization for the Employer to deduct such dues.
- 4.06** All deductions made pursuant to this Article will be forwarded to the Guild, attention of the Secretary-Treasurer, within thirty (30) days of the deduction where practicable, together with a list showing the names of the Officers to whom the deductions are to be credited.
- 4.07** **Legal Defense**
- The Employer shall forward to the Guild a sum of forty dollars (\$40.00) per Officer for each month or part thereof the Employee is providing service for the purpose of providing a Legal Defense Fund.

**4.08 Hiring Hall (Hay River)**

The Employer agrees to pay to the Guild a sum of seven hundred dollars (\$700.00) per Officer employed per season, for a minimum of thirty (30) sailing days. This sum shall be for the purpose of maintaining the hall, hiring board, and dispatcher required, except where there is a stoppage, slowdown or strike by the Officers. Notwithstanding the above, in the instance the Employer promotes an Employee to Officer status or hires an Officer on a temporary basis not exceeding thirty (30) days, a sum of five dollars (\$5.00) per day of employment shall be remitted to the Guild. The overall amount paid per Officer per season will not exceed seven hundred dollars (\$700.00).

**4.09** The Employer and the Guild may make alternative arrangements by agreement with respect to the sums referred to in Clauses 4.07 and 4.08 of this Agreement.

**ARTICLE 5**

**No Discrimination**

**5.01** The Employer agrees not to discriminate against or intimidate any Member of the Guild for his/her activities on behalf of, or, for Membership in the Guild.

**ARTICLE 6**

**No Cessation of Work**

**6.01** There shall be no strikes, lock-outs, tie-ups, slow-downs or stoppages of work for any cause whatsoever under the terms of this Agreement. It is the intent of the Employer and the Guild that all controversies, regardless of their nature, shall be settled amicably and harmoniously under the terms of this Agreement. Refusal to pass through a legal picket line shall not be construed as a violation of this Clause.

**6.02** Definition for the purpose of the Section - *"A Legal Picket Line is a picket line which has not been declared illegal."*

**ARTICLE 7**

**Grievance Procedure**

**7.01** An Officer who feels that he/she has been treated unjustly or considers himself/herself aggrieved, should within ten (10) days or the first practical opportunity first discuss the problem with the Manager Marine Operations. Failing satisfactory settlement within ten (10) days, the Licensed Officer may present his/her grievance in writing to Human Resources of his/her delegate within ten (10) days of the response from the Manager Marine Operations.

**7.02** Differences which cannot be resolved directly between the Employer and the Officer(s), which arise from the interpretation or alleged violations of the provisions of the Agreement, shall be handled in the following manner:

**7.03** At the first practical opportunity, after the alleged grievance has arisen, the Guild through its Accredited Representatives, shall present the grievance, in writing, to the Employer's Representatives. A grievance shall be filed within thirty (30) days of the event or when the Officer knew of the facts giving rise to the grievance.

**7.04** The written grievance shall set out the nature of the grievance, the Section(s) alleged to have been violated and the remedy sought. Either Party may, at its discretion and expense, require the Officer(s) concerned to be present and to give evidence regarding the dispute. Failing resolution of the written grievance, within ten (10) days of its receipt by the Employer, the grievance may be referred to arbitration within thirty (30) additional days.

**7.05** The written Grievance Procedure shall be carried out at the Employer's Head Office or at such other place as the Guild and the Employer mutually agreed upon, in writing.

## **ARTICLE 8**

### **Arbitration**

**8.01** If the grievance is not satisfactorily concluded within the time set forth in Section 7.03 and 7.04, the grievance arising from the interpretation or alleged violation of the Agreement may be referred to Arbitration.

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

**8.03** Where the Parties have not mutually named a single industry Arbitrator and an alternate, the Party desiring to arbitrate shall provide the other Party with the name(s) of a recognized Arbitrator to hear the matter in dispute. Should the Parties fail to agree on the appointment of an Arbitrator, then an application to the Federal Minister of Labour to appoint an Arbitrator shall be made by the Party advancing the matter to arbitration.

**8.04** The Arbitrator shall meet at the Employer's head office or such other place as the Guild and the Employer agree upon, in writing, within ten (10) days from the date of the appointment of an Arbitrator for the purpose of hearing the grievance. A written record of the grievance previously submitted and the resultant decision shall be presented to the Arbitrator. The Arbitrator's decision shall be confined to determining the issues therein set out.

**8.05** The Arbitrator shall sit, hear the Parties and endeavor to make his/her award within seven (7) days from the close of the hearings. The Arbitrator shall deliver his/her award, in writing, to each Party. The award shall be final and binding on the Parties to the arbitration and they shall carry out the award forthwith.

**8.06** The Employer and the Guild shall respectively assume any expenses incurred in connection with the preparation and presentation of their own case, including fees and expenses of their witnesses and/or the fees and expenses of their appointment of an Arbitrator. Any expenses in connection with the appointment of the Arbitrator shall be equally divided between the Employer and the Guild.

**8.07** The Arbitrator shall have the power to determine whether a particular issue is arbitrable but shall not have the power to alter any terms of the Agreement, nor to substitute new provisions for existing provisions, nor to give any decision which is inconsistent with the terms of the Agreement.



**8.08** Time frames mentioned herein, may be extended by mutual agreement between the Employer and the Guild, however, in the event that either Party falls to proceed within the time frames set out or as otherwise mutually agreed, the grievance will be deemed to have been abandoned.

## **ARTICLE 9**

### **Discharge**

**9.01** In the event that an Officer is discharged for just cause, the Employer shall inform the Guild promptly in writing of the Officer's discharge and such discharge may be made a subject of grievance provided the presentation of the grievance is made in accordance with Article 7, with the exception that the grievance must be presented within ten (10) days after the discharge.

**9.02** If the grievance should be settled in the Officer's favour, he/she shall be reinstated and paid his/her regular salary for the time lost, since the date of his/her discharge, less any monies earned by the Officer during such period. Upon reinstatement, there shall be deemed to have been no break in such Officer's continuous service.

## **ARTICLE 10**

### **Security**

**10.01** The Employer, the Guild and all Officers agree that operations involving each vessel and the vessel's crew shall be in compliance with the requirements of the Federal Government, the Government of the Northwest Territories and the Canada Shipping Act and the Collective Agreement.

**10.02** Officers shall comply with Employer policies and direction. Employer manuals will be made accessible to Officers. Such Employer regulations shall not conflict with any provision of the Canada Shipping Act or the Collective Agreement.

**10.03**

- a) No alcohol or non-prescribed drugs shall be possessed or consumed by an Employee while aboard his/her vessel or other Employer work place. Violation of this Article will result in serious disciplinary consequences up to and including termination.
- b) No firearms shall be possessed by an Employee while working and/or traveling for/or on behalf of the Employer.
- c) While traveling on Employer or client aircraft, all Officers may be submitted to searches of their person and baggage by Employer and/or client personnel.

**10.04** When working under this Agreement, the Officer agrees that he/she shall not supply or disclose, either during the course of this Agreement or at any time thereafter, whether verbally or in writing, to any person(s), firm(s), or corporation(s), all or part(s) of any information or knowledge which he/she learns concerning the Employer client or the clients affiliates including, without intending to limit the generality of the foregoing, any information or data concerning the drilling operations of the clients.

**10.05** The Guild and the Employer agree to fully comply with the Canada Shipping Act and the Canada Labour Code with particular reference to Part II, Occupational Safety and Health Regulations.

## **ARTICLE 11**

### **Management Rights**

- 11.01** The Guild recognizes the right of the Employer to manage and direct the Employer's business in all respects in accordance with its commitments and responsibilities, and to make and alter from time to time, rules and regulations to be observed by Officers, which rules and regulations shall be subject to the provisions of this Collective Agreement.

## **ARTICLE 12**

### **12.01 Health and Safety**

- a) The Employer agrees to take reasonably appropriate measures as deemed necessary with a view to ensuring that Employees, during their course of employment, work in a safe and healthy environment.
- b) The Employer and the Guild agree to encourage the Officers to work in a safe manner and the Officers shall observe the safety and health rules and practices established by the Employer, the Canada Shipping Act, and Labour Canada from time to time, as a measure of protection for themselves and others. Officers failing to abide by safety rules and regulations may be subject to disciplinary action and/or dismissal.
- c) It is the duty and responsibility of each Officer to be conversant with all Employer manuals, rules and practices, to know the guidelines provided and to act accordingly to those guidelines and in accordance with the provisions of the Canada Shipping Act, jurisdictional regulations and the Labour Canada Regulations.

### **12.02 Joint Union Health and Safety Committee**

A Joint Union and Employer Health and Safety Committee shall be established for all vessels each season. The purpose of the Committee shall be to promote safe, healthy working conditions, practices and procedures.

### **12.03 Examination / Safety and Health Representative**

Hearing tests shall be conducted once every two years or more frequently if required by law. After one year of continuous employment, Officers shall be reimbursed for this hearing test up to a sum of seventy-five dollars (\$75.00).

- a) The Employer agrees to conduct appropriate tests of Employees and of the work Environment including noise level readings as deemed necessary by the Employer and/or Labour Canada with a view to ensuring a safe work environment.
- b) Each vessel will have a designated Safety and Health Representative who will exercise the functions under the Canada Labour Code. The Safety and Health Representative shall be the Chief Engineer.
- c) Asbestos control issues will be referred to the Health and Safety Committee.

### **12.04 Medical Examinations**

- a) Where the Employer requires an Officer to undergo a specific medical, hearing, or visual examination by a designated qualified practitioner, the examination will be conducted at no expense to the Officer.
- b) Results of all specific medical, hearing, or visual examinations will be made available to the Officer upon request.
- c) Officers shall authorize that requested specific medical, hearing or visual examination information be supplied to the Employer.
- d) Officers shall not refuse to take such specific medical, hearing, or visual examinations.

- e) When an Officer is deemed not to be medically fit to perform his/her duties by a Doctor to which the Officer was referred by the Employer, the Officer, before he/she is released or goes on disability or sick leave, shall be given the opportunity of being examined by his/her Doctor at his/her expense. Should the opinions of these Doctors conflict, the Employer and the Guild shall arrange for a third medical opinion. The cost of the third opinion shall be shared equally by the Employer and the Officer.
- f) Transport Canada regulations require that all Officers be in possession of a valid and current Transport Canada approved medical certificate. It is required that this certificate be obtained prior to departure from the Officers home port or residence. It is agreed that the Employer will reimburse the Officer for the cost of the medical examination (up to one hundred and fifty dollars [\$150.00]), and the Officer shall provide the Employer with a receipt for same.

#### **12.05 Emergency Duties**

Any work necessary for the safety of the vessel, passengers, crew or cargo, or for the saving of other vessels, lives or cargoes, shall be performed at any time on immediate call by all Officers, notwithstanding any provision of this Agreement which might be construed to the contrary. In no event shall overtime or cargo time be paid for work performed in connection with such emergency duties. The determination of an emergency situation will be at the discretion of the Master.

**12.06** Officers shall not claim salvage on an Employer vessel which has come into mishap.

#### **12.07 Drills**

Lifeboat and other emergency drills shall be held as required by regulations under the direction of the Master.

#### **12.08 Reporting of Accidents**

Officers will as soon as is practicable report to their immediate or designated Supervisor all personal injury, accidents, and/or damage to Employer and customer equipment, vehicles, cargo and facilities.

**12.09** Officers shall complete and present to their Supervisor a Workers' Compensation Accident Report or other required Accident Reports within twenty-four (24) hours of the time of the accident.

#### **12.10 Safety Items**

Officers must wear hard hats, safety footwear, hearing protection and life jackets in designated areas.

**12.11** Officers shall not enter fuel tanks, water tanks, or enclosed spaces, without proper safety precautions being taken as required by Safety Rules and Regulations.

**12.12** Any Officer who, while in the employment of the Employer, suffers loss of clothing and personal effects through wreck or marine disaster (i.e.: fire, collision, grounding, sinking, etc.) shall be compensated by the payment of up to a sum of five thousand dollars (\$5,000.00) for such loss.

In special cases involving the loss of tools or navigational equipment, additional compensation of up to five thousand dollars (\$5,000.00) will be made.

A list of tools, equipment and significant monetary valued clothing or personal effects brought aboard must be supplied to the Employer prior to sailing.

- 12.13** Any Officer who, while in the employment of the Employer, is required to ship tools and/or personal effects on non-insurable carriers, suffer loss of such tools and/or personal effects, shall be compensated by the payment of up to ten thousand dollars (\$10,000.00) for the loss of such tools and personal effects according to the loss sustained upon submitting a letter from the carrier. A list of said tools and personal effects shall be as identified in Clause 12.12 above.
- 12.14** The Employer will provide all tools necessary for the maintenance of the vessel's equipment prior to commencement of the fitting out program. Opening and closing inventories shall be maintained.
- 12.15** Officers will not be required to fly with a non-insurable carrier. In the extreme circumstances where an Officer has elected not to travel, and thus prevented his/her timely return to the workplace, the Officer will be required to provide, in writing to the Manager, Marine Operations the reason(s) for such delay.
- 12.16** The Employer will supply defect-free safety glasses that fit over prescription glasses.

### **ARTICLE 13**

#### **Permanent Employees**

- 13.01** An Officer will be deemed to be a permanent Employee providing he has completed a minimum of one hundred and twenty (120) days service. For clarification, such an Officer would be entitled to seniority entitlements commensurate with his actual days of prior service, rights to recall, pension and Health and Welfare Plan coverage. The Officer's Health and Welfare Plan coverage will be maintained subsequent to recall, and for the balance of the year on a pro-rated basis.

### **ARTICLE 14**

#### **Seniority**

- 14.01** The Guild will provide ORSI with a seniority list for all Licensed Officers, showing the Officers date of hire, present classification together with the Officers' Service Seniority and Category Seniority, which will be managed by ORSI going forward.
- 14.02**
- a) Master Agreement Seniority lists shall indicate the seasonal accumulation of service with the Employer in each of the Licensed Officer categories (e.g.: Master, Chief Mate, 2nd Mate, Chief Engineer and 2nd Engineer).
  - b) When an Officer is on leave of absence from the Employer, the seniority list shall reflect his/her status as such, and his/her seniority shall be frozen until such time as he/she returns to full-time employment with the Employer the following year.
- \*\* All references to season accumulations will be understood to mean yearly accumulations
- 14.03** An Officer, upon attaining permanent status, shall be placed on the first prepared seniority list and shall be credited with service since the date of commencement of employment. Seniority will be accumulated as per Article 14.05. For clarification, it is understood and agreed that seniority calculations for new Officers attaining permanency status under Article 13.01, and who are considered as regular Officers under 14.05 below, shall be calculated from total accrued service with the Employer. The commencement date of employment shall be arbitrarily fixed in accordance with the actual number of days of past employment over the previous two (2) years with the Employer, i.e.: if the Officer had been employed for a total of six (6) months over the course of a two (2) year period, then his seniority would be calculated backwards over the past two (2) seasons a total of one hundred eighty-two point five (182.5) days.

- 14.04** a) A copy of the up-to-date seniority list will be provided to the Guild office and two (2) copies provided to each Vessel at the commencement of the season. One copy shall be posted on the Vessel's notice board with the second copy retained by the Master.
- b) The Employer shall provide bulletin boards for Guild information purposes in the following locations:
- i) Each mess room and staff room on both ship and shore;
  - ii) Other strategic locations as agreed to by the Parties;
  - iii) It is to be understood that the bulletin board space shall not be for the sole use of the Guild.
- 14.05** There shall be two (2) kinds of seniority:
- a) **Service Seniority**  
Being the length of service with the Employer (as an Officer). An Officer shall accrue Service Seniority from the date upon which he/she commenced as a regular Officer of the Employer.
  - b) **Category Seniority**  
Being the length of service with the Employer in a specified category of Officer, i.e. Master, Chief Mate, and Chief Engineer as a Master Agreement or Supplemental Agreement Officer.
  - c) Permanent Officers who are qualified and have given the Employer prior written notice of their availability to sail on either a Master Agreement or Supplemental Agreement vessel will be offered work opportunities according to their category, then service seniority standing, before the Employer fills any vacant position through promotion from the unlicensed ranks or hires through the Guild or from the street. Officers may later elect to decline an offer to work outside their established category seniority to protect their seniority standing within same.
- 14.06** An Officer shall accrue Category Seniority as an Officer to a position within the categories defined in Schedule "A" and Schedule "C".
- 14.07** An Officer will simultaneously accrue Category Seniority for his/her specific category and for categories of lesser rank for which he/she is qualified.
- 14.08** a) An Officer noting any discrepancies in his/her seniority for the previous season may forward to the Human Resources Department within two (2) months of annual issues of the Seniority List a written statement outlining the noted discrepancies. The list shall be issued on May 16th each season. Human Resources shall review the report and advise the Officer within one (1) month of receipt of the Officer's report. Any discrepancies not resolved in this manner may be subject to the grievance procedure.
- b) Where an Officer's seniority is not amended following expiry of the grievance, he/she may not again grieve his/her past seniority.
- 14.09** In the case of layoff or recall, Service Seniority shall be the determining factor subject to qualifications, experience, performance and ability to do the job. Realignment of positions due to lay-offs shall be by Category Seniority, qualifications, experience, performance and ability to do the job.
- 14.10** An Officer who has been laid off will retain his/her seniority and the right to be recalled for a period up to twenty (20) months from date of layoff, provided he/she reports to the Employer when recalled, unless on operational season layoff, and further provided, that should payment of severance pay under Article 25 be made after the expiration of the twelfth (12<sup>th</sup>) month of layoff, all rights including seniority and recall shall be at an end.

It is understood that an Officer is not entitled to any severance pay until twelve (12) months of layoff have occurred. An officer who is given reasonable notice and fails to report for work upon recall is subject to discharge from service.

- 14.11** a) In assignments and promotions, first consideration will be given to existing Licensed Officers, subject to ability, performance, qualifications and experience. Where ability, performance, qualifications and experience are acceptable, and are equal in the judgment of the Employer between two (2) or more Officers, preference shall be given first to the Officer with the greatest Category Seniority followed by total Service Seniority.
- b) During the operating season, promotions may be subject to operational and travel considerations to limit time loss and cost of transferring.
- 14.12** In the event that mechanization and technological changes should necessitate or bring about a reduction in personnel, the Employer agrees to follow, to the utmost intent practicable, the principle of retaining Officers with the greatest seniority.
- 14.13** A permanent Employee who is off due to work related injury or illness which is supported with medical documentation shall continue to receive seniority credit from date of injury or illness for the purpose of recall to work after the Employee provides acceptable proof of recovery to return-to-work.
- 14.14** An Officer shall forfeit all seniority when he/she:
- a) Is discharged for cause;
- b) Self terminates his/her employment;
- c) Is laid-off and is not recalled to service within a twenty (20) month period from date of layoff at the conclusion of his/her season;
- d) Receives severance payment as per Article 14.10;
- e) Fails to report for work as required by the provisions of the Collective Agreement.
- 14.15** When the Employer awards contract commitments, such contracts will be awarded by category. Service seniority shall be the determining factor subject to qualifications, experience and ability.

## **ARTICLE 15**

### **Hours of Work – Hay River**

- 15.01** The Employer and the Guild subscribe to the principle of the eight (8) hour day, but in recognition of the impracticality of operating on such basis in the Mackenzie River Watershed Area or in the Arctic, agree that a twelve (12) hour day shall be worked throughout the Navigation Season.
- 15.02** **Yarding Vessels – Hay River**
- a) The term yarding Vessel shall mean Vessels where Officers work on daily shifts of twelve (12) consecutive hours, inclusive of meal breaks for those Officers confined to the vessel and exclusive of meal breaks for those Officers who are not confined to the Vessel.
- b) A day will be defined as from 00:01 to 24:00 hours.

## ARTICLE 16

### Employment Periods – Hay River

#### 16.01 Employment Periods

Contracts for Officers who became permanent Employees will be for one hundred and forty-two (142) days within a period starting April 15 of each year and ending on November 15 of the same year. Officers employed under the one hundred forty-two (142) day shall be guaranteed remuneration for the contract days at the daily rate.

- a) Any non-working self-isolation time, if required, will be paid at 8 hours per day at the daily hourly rate.
- b) Any non-working isolation period, if required, will not be counted as part of a 142 day contract.
- c) Permanent employees may be recalled prior to May 21 and work fit-out days. The 142 day contract will start on May 21 or after 15 fit-out days, whichever occurs first.
- d) Permanent employees who are recalled to start between May 21 and June 15 will have their 142 day contract start on the day they commence work.
- e) Permanent employees who are recalled to start after June 15 will be paid in accordance to the following:

0 – 52 days	basic daily rate for each day worked
53 – 71 days	½ annual salary
72 – 118 days	½ total annual salary + daily rate for each day worked over 72 days
Over 118 days	total annual salary

Article 16.01(e) does not apply to Officers described in Article 18.02 of the Collective Agreement.

**16.02** Permanent Officers who have completed their one hundred forty-two 142 Day Contracts will not be displaced from their regular vessel or assignment unless mutually agreed by the Officers and by the Employer.

**16.03** In the event an Officer is required to work in excess of their contract days within the period beginning April 15 of each year and ending on November 15 of the same year, Officers shall receive one and one-half (1½) times the applicable daily rate for each twelve (12) hour day worked.

**16.04** The Employer will provide Officers two (2) weeks' confirmation of their anticipated start date. It is understood that circumstances beyond the Employer's control may render such notice impracticable. Definition of circumstances beyond the Employer's control are:

If the originally notified Employee is unable to fulfill the take-up assignment,  
or

a serious unexpected and dangerous situation that requires immediate deployment.

**16.05** If circumstances on 16.04 are not met, Officers not recalled with a minimum of two (2) weeks' notice when recalled to work shall receive the sea day rate for each day short of the two (2) weeks' notice, e.g.: If five (5) days' notice give out of the fourteen (14) required; nine (9) days at the sea day rate will be paid.

## **ARTICLE 17**

### **Maintenance and Pre-Sailing Periods – Hay River**

- 17.01** Refit work carried out onboard any Employer operated vessel outside of the operating season will be supervised by, or carried out under the direction of a competent person, i.e.: Manager, Marine Engineering & Technical. If the Chief Engineer assigned to that specific vessel at the commencement of the following navigational season is not in attendance for such refit work, the Employer shall ensure that a competent person who is familiar with the work done shall confer with the Chief Engineer prior to sailing, advising of any and all work and results thereof. In addition, any report(s) generated as a result of said refit work will be provided to such Chief Engineer. Notwithstanding the above, when refit work is being conducted on the main propulsion of steering systems, a Chief Engineer shall be in attendance overseeing and/or assisting with such work. During the normal spring activation, this will be within two (2) weeks of the vessels scheduled sailing date. For clarification, the systems referred to are the main engine(s), gear box(es), and hydraulic systems. The Employer will endeavor to recall a Chief Engineer each spring within two weeks of the vessels scheduled sailing dates. These requirements are waived where extenuating circumstances arise which are clearly beyond the Employer's control such as unanticipated activation of vessels.
- 17.02** The Employer will provide suitable accommodation to the Officer without cost. Such accommodation must meet the approval of the appropriate government authority responsible for health and living conditions in the Province or Territory where the Officer is employed. An inspection certificate from the Health Authority should be displayed in the designated bunkhouse.

## **ARTICLE 18**

### **Pay Administration – Master**

- 18.01** **Schedule of Salaries**  
The appropriate salary rates contained in the Schedule of Salaries set forth in Schedule "A" and Schedule "C" hereto, shall be maintained throughout the life of this Agreement.
- 18.02** **Terminating and Replacing Officers**  
Any Officers terminating prior to the conclusion of the season will receive payments based on the formula - total salary divided by 142, times days worked.
- 18.03** **Bank Deposit System**  
It is agreed that the Employer will continue administering a Bank Deposit System for all Licensed Officers. Each Officer must participate in the program and will be required to fill out the Employer's Bank Deposit Form at commencement of employment each season.



**18.04 Statutory Holidays**

All pay and leave earned for statutory holidays shall be shown as separate items on payroll statements.

All Officers will be given the following paid statutory holidays when the Officer has received wages from the Employer in at least fifteen (15) of the last thirty (30) days preceding the stat holiday.

New Year’s Day	Good Friday	Easter Monday
Victoria Day	Canada Day	August Civic Holiday
Labour Day	National Day for Truth and Reconciliation	Thanksgiving Day
Remembrance Day	Christmas Day	Boxing Day

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

**18.05 Payroll Statements and Records of Employment**

The Employer shall provide on a monthly basis, on each Officer's payroll statement, a clear and detailed accounting of rates of pay, earnings to date, number of hours worked, and show EDP payout and vacation pay entitlements.

Records of Employment will be issued within five (5) calendar days from the date of lay-off of within five (5) calendar days from the date of final pay of the operational season is processed, whichever date is applicable. Each payroll statement to be provided electronically via e-post.

**18.06** A payroll stub legend, outlining the applicable payroll codes, will be given to each Member at the beginning of each season and a copy will be placed on the bridge of each operational vessel.

**ARTICLE 19**

**Duties / Extra Duty Pay (EDP) – Hay River**

**19.01** The duties of a Deck Officer shall be primarily those of a Navigating Officer and working Supervisor of unlicensed crew Members. A Deck Officer shall not be required to perform the work of an unlicensed crew Member.

**19.02** The prime responsibility of an Engineer is to operate and maintain the engine room equipment and to maintain other mechanical equipment on the vessel.

**19.03** Engineers called to work off the vessel to repair or maintain another vessel’s mechanical equipment (ship’s work boat excluded) shall be paid at the applicable cargo rate as per Schedule "A" in addition to his/her regular pay.

**19.04** a) All Officers shall receive Extra Duty Pay (EDP) as per Schedule "A". It is understood that the Extra Duty Pay is calculated on the basis of one (1) hour per day during the one hundred forty-two (142) day contract period.

**The calculation of the EDP shall be based upon the following formula:**

$$EDP = \frac{\text{Daily Rate}}{12} \times 142 \text{ Days} = \text{EDP Annual Amount}$$

**19.05** Masters of all vessels and all Mates, shall be paid the applicable cargo rate, as per Schedule A while they supervise cargo work.

- 19.06** For cargo time performed on watch, the Officer shall receive, in addition to his/her daily rate of pay, the regular hourly cargo rate. Any cargo work performed off watch will be paid for at time and one-half (1½) the regular hourly cargo rate for all hours up to and including twelve (12) hours per day and double time (2x) the regular hourly cargo rate thereafter. Cargo time shall be accumulated and paid as per the provisions of Article 19.07.
- 19.07** Compensation for work performed at cargo rate and overtime, where applicable, will be accumulated. Where the accumulated amount of cargo time and overtime earnings exceeds the applicable annual EDP, such excess amount will be paid the following month. (Refer to example on Schedule "B").
- 19.08** The Employer agrees that the Officers will not be requested to work cargo or drive forklifts.
- 19.09** Officers assigned to yarding vessels shall not receive EDP, subject to the Letter of Agreement Re.: Operation of the "Kakisa".
- 19.10** Cargo time shall not apply when safety of life at sea is involved.
- 19.11** Masters to be consulted regarding the levels of personnel, difficult loads and how loads may best be loaded to facilitate unloading at remote discharge sights, but ultimate decision making remains with the Employer.

## **ARTICLE 20**

### **Transportation and Travel Time**

- 20.01** The Employer agrees that all Licensed Officers who have served the Employer continuously from time to fit-out to completion of lay-up, excepting only periods of justifiable absence from duty, shall receive Employer paid air transportation to and from port of fitting-out and lay-up of vessel to the airport nearest their place of residence within Canada. The amount of transportation provided shall not exceed that supplied when first hired.
- 20.02**
- a) Officers except those hired at point of embarkation in the North shall receive two (2) days' pay while travelling to and from port of fitting-out and lay-up of vessel (i.e. daily rate straight time pay going to the vessel at commencement of the season and daily rate straight time pay returning from the vessel at the conclusion of the season).  
For Officers required to travel after the completion of their one hundred forty-two (142) day contract period, days will be paid at one and a half times (1 ½ x) the daily rate.
  - b) Officers will be paid a daily meal allowance of eighty dollars (\$80.00) per working day in all cases where the Employer does not supply prepared meals onboard the vessel while in port, or during yearly or seasonal start up or shut down.  
Where the actual cost of a meal exceeds the maximum allowance, and the expense is supported by a receipt, the Officer will be reimbursed for the actual cost of the meal.
- 20.03** Officers shall perform duties as required on their reporting date. If travel pay applies, it shall apply to the day prior to arrival.

- 20.04** An Officer traveling via his or her own vehicle may claim mileage at the Employer car mileage rate for actual distance traveled to the equivalent excursion rate airfare. An Officer traveling via another form of transportation may claim transportation expenses up to a maximum of the excursion rate air fare. Officers travelling from beyond Edmonton shall receive up to a maximum of one hundred fifty dollars (\$150.00) for meals and accommodations. Claims can be made by attaching receipts to an Employer Expense Form and submitting same to the Manager, Human Resources. Officers providing their own transportation shall receive pay as per the provision of Article 20.02 and 20.03, as applicable, and shall arrive on their reporting date at a time not later than if available air transportation had been taken.
- 20.05** The Employer will reimburse the Employee for reasonable ground transportation to and from the airport nearest to his/her residence and vice versa, to a maximum of one hundred twenty-five dollars (\$125.00) each way with supporting mileage and/or receipts. Alternatively, an Officer driving his/her own vehicle or taking other transportation to and from the airport nearest his/her home may claim car mileage as per the Employer car mileage rate for actual distance traveled to a maximum of one hundred twenty-five dollars (\$125.00) each way with supporting mileage and/or receipts. To claim these expenses, proper receipts must be attached to the Employer Expense Form where applicable and submitted to the Manager Marine Operations or the Human Resources immediately after the travel is completed.
- 20.06** Officers who are discharged for just cause or self-terminate their employment prior to the completion of the season shall not receive travel pay and shall be deducted all associated travel costs.
- 20.07** Officers hired at point of embarkation of the North shall not receive transportation assistance or travel pay.
- 20.08** Officers traveling on Mid-Season Break shall receive transportation, meals and ground transportation as provided in this Article. Officers failing to return from Mid-Season Break will have associated travel costs deducted and employment terminated.
- 20.09** Officers who fail to report to their vessel on time, through their own negligence, may be subject to disciplinary action and/or be required to pay for the additional associated travel cost incurred in getting to the vessel. Pay other than travel pay shall commence on their first regular watch upon reaching the vessel.
- 20.10** Officers who are requesting the Employer to utilize their personnel vehicles to conduct Employer business shall be compensated at the applicable Employer mileage rate. Claims for such expenses must be made on an Employer Expense Report.

## **ARTICLE 21**

### **Mid-Season Break – Hay River**

- 21.01** Each Officer on vessels operating out of the North (with the exception of yarding boats in Hay River) will be entitled to an optional Mid-Season Break of eighteen (18) days inclusive of travel, provided the Officer meets the provision of Article 13.01. The first day of the Mid-Season Break will be the day following completion of the last shift worked prior to the Mid-Season Break (i.e.: if an Officer's last shift worked is July 7, the Mid-Season Break would commence on July 8, and the Officer would return to work on July 26). Should an Officer encounter delays in departing or returning from his/her Mid-Season Break which are beyond his/her control and for reasons acceptable to the Employer, the amount of time attributed to such delay shall not be counted as forming part of the Mid-Season Break.

- 21.02** It is understood that, the amount deducted from the vacation accrual will be calculated at the contract daily rate times the number of days taken.
- 21.03** The Employer reserves the right, in consultation with the Officer, to schedule such Mid-Season Break to their convenience due to the operational considerations and subject to the limitations in the number that can be rotated as relief crew.
- 21.04** Each Officer must forward his/her request for such leave in conjunction with the requirements of Article 33.02. Any requests submitted after January 31<sup>st</sup> term requests are at the Employer discretion.
- 21.05** An Officer who fails to return for other than compassionate reasons from his/her Mid-Season Break shall have his/her transportation costs and expenses deducted from his/her final pay.
- 21.06** Short term promotions for Mid-Season Break purposes shall as closely as possible be made in accordance with the provision concerning promotions under Article 14 - Seniority.
- 21.07** A permanent Officer who has been provided a contract commitment from the Employer and does not take their Mid-Season Break shall be entitled to remuneration of nine and one-half per cent (9½ %) based on their total annual salary (total annual salary included vacation pay entitlements) in accordance with Schedule "A" of this Agreement providing that;
- a) They have been recalled, and commenced employment under the one hundred forty-two (142) day contract; and
  - b) They complete the employment commitment to the Employer.
- The foregoing remuneration shall be paid at the conclusion of the operational season.

## **ARTICLE 22**

### **Vacation Pay**

- 22.01** Vacation pay will be paid at a rate of nine per cent (9%), and will be paid out as it is earned.

## **ARTICLE 23**

### **Leave of Absence**

- 23.01** The Employer agrees to provide Leave of Absence, without pay, for any Officer elected or appointed to a Guild Office, for a service of up to three (3) years, provided the application for such leave is made prior to January 15<sup>th</sup> of the year in which the leave is to commence and provided that such Leave of Absence shall commence either prior to May 1<sup>st</sup> or subsequent to October 31<sup>st</sup> of each calendar year. Such Leave of Absence shall not terminate between the date of May 1<sup>st</sup> and October 31<sup>st</sup> in any year.
- 23.02** Further Leave of Absence, without pay, may be granted by mutual consent. Any Officer who obtains such Leave of Absence shall return to the Employer within thirty (30) calendar days after the completion of this term of employment with the Guild.
- 23.03** An Officer who takes employment ashore with the Employer or is appointed to Guild Office shall be allowed the privileges contained in Section 23.01 and shall accumulate seniority during the period of such Leave of Absence, however, seniority shall not accumulate during successive Leaves of Absence.

- 23.04** When an Officer on a Leave of Absence takes employment with a competitive Employer, he/she shall be deemed to have terminated his/her employment with the Employer and lose all seniority. Seniority shall not be lost during short-term Compassionate Leave granted by the Employer.
- 23.05** A Leave of Absence for a season may be allowed an Officer after a period of three (3) consecutive seasons of employment with the Employer, providing the Employer is notified of his/her intention by February 28<sup>th</sup> of the year in which the leave is to commence. On returning to work for the Employer the following season after a Leave of Absence, the Officer's seniority shall read as a continuation from the last season that he/she worked. Such Leave of Absence may be renewed every three (3) years upon application.
- 23.06** Any Canadian Merchant Service Guild Member employed by ORSI that is nominated to a position of either engineer room or deck area Representative may be allotted time off subject to operational considerations to attend the annual Guild Convention with no loss of wages or days taken away from Mid-Season Break. A maximum of seven (7) days is allowed.  
Requests for time off must be made in writing by March 31<sup>st</sup>.  
No more than one (1) Officer from each department shall be granted a Leave of Absence in accordance with this Article in any calendar year.

## **ARTICLE 24**

### **Compassionate Leave**

- 24.01** The interpretation of the Clause "immediate family" shall be that as defined from time to time under the Canada Labour Code.
- 24.02** Compassionate Leave, with pay shall be granted to an Officer who is required to be absent from work due to the death or serious illness of an immediate family Member or due to serious domestic affairs of the Officer.
- 24.03**
- a) Compassionate Leave shall be up to one (1) week, beginning after the Officer's arrival in Edmonton-and ending upon the Officer's return to Edmonton. Edmonton may be substituted for another mutually agreed upon Canadian city. Officers required to attend to such matters in the Northwest Territories shall receive one (1) week from departure from his/her vessel. Consideration will be given for extra days (over seven (7) days) at no pay depending on individual circumstances.
  - b) Notwithstanding the above, circumstances may dictate that an Officer may have to be absent for the balance of an operational season due to a serious illness affecting his/her immediate family. In such a case, the Officer will continue to receive seniority credit to the date the vessel to which he/she was assigned to laid up at the conclusion of the season.
  - c) Officers absent due to Maternity or Parental leave shall receive seniority credit for the duration of the leave.
- 24.04** Officers on Compassionate Leave within Canada shall be provided with Employer paid airfare to Edmonton or another mutually agreed upon Canadian city. Should the Officer not return from Compassionate the airfare will be deducted from his/her final cheque.
- 24.05** Officers shall furnish proof to the Employer upon request.

## **ARTICLE 25**

### **Severance Pay**

- 25.01** The severance article will apply based on CMSG Officers' record of service with ORSI.
- a) In the event the Employer terminates the employment of a permanent Officer except where the termination is by way of dismissal for just cause, the Employer shall pay to the Officer the lesser of:
    - i) seven (7) days wages at his/her basic rate of wages for his/her regular days of work in respect of each completed season of employment.
    - ii) seventy (70) days wages at his/her regular hours of work.
  - b) An Officer retiring from the Employer shall be eligible to receive severance pay on the following basis:
    - i) two and one-half (2½) days' pay at the basic daily rate of pay for each season worked to a maximum of forty (40) days.
    - ii) Officers who become permanent Employees after the ratification of this agreement in 2012 will not be eligible for this provision.
  - c) In the event an Officer dies while an Employee of the Employer, his estate shall receive the retirement severance pay entitlements as outlined above.

- 25.02** Circumstances deemed to be termination and deemed not to be termination for purposes of this clause:
- a) Except where otherwise provided by regulations, an Officer shall be deemed to have been terminated when he/she is permanently laid-off.
  - b) In the event the Employer does not have the contract for the Western Artic sealift campaign, severance pay is not payable if the Officer is recalled for the season by a new employer for a minimum of thirty (30) days, and severance pay, if applicable, would be payable no later than October 31, of the year not recalled.

## **ARTICLE 26**

### **Education and Upgrading**

- 26.01** An Officer who is a Permanent Employee, upon request, will be given assistance for an upgrading course. Officers shall apply for Government funding (through Human Resources Development Canada or other appropriate agencies) where ever available. Where courses are required by Government regulation to re-validate or maintain currency (i.e.: Continued Proficiency Certification), Officers must have attained permanency status under Article 13 as at November 1, 1996. The following conditions will apply:
- a) An Officer requesting assistance for upgrading courses must first advise his/her Department Head, in writing, of his/her intent to take such courses. The request for assistance must include the specific course to be taken, dates, training school location and itemized estimate cost for course fee, required classroom textbooks and examination fees.
  - b) The Department head will consider the request and will advise the Officer, in writing, with a copy to the Human Resources Department, as to whether the request for assistance has been approved.
  - c) The Employer shall have the discretion as to the courses to be approved, the priority of attendance and the number of Officers who may take the courses during the off season.

- d) Upon successful completion of the course, the Officer must forward to the Human Resources Department, the original receipts for the course fees, required classroom textbooks and examination fees. A document which reflects the successfully complete courses must also be submitted at this time. Subject to the previous Clauses of this Article, and in the instance the course and/or courses prerequisites for attaining higher Certification of Competency status, and the Employer has identified and deemed a need for such higher level of Certification, the following shall prevail:
- i) Application for consideration must be made, in writing, by the Officer in sufficient time for appropriate budgetary and logistical arrangements to be made.
  - ii) The Employer shall pre-pay the cost of the course(s) which payment shall be equally born between the Employer and the Officer affected. Upon rehire by the Employer subsequent to completion of said course(s), the Employer shall deduct fifty per cent (50%) of the course(s) costs from the Officers pay.
  - iii) The Employer shall provide any required travel cost on the basis of excursion rate airfare from the Officers home location to the nearest training facility, and return upon course completion.
  - iv) The Employer shall provide a daily accommodation and meal allowance of one hundred fifteen dollars (\$115.00) per day for the scheduled duration of the course(s). This allowance will be provided to the Officer via a bi-weekly payment schedule during the period of time the Officer is attending such course(s) and the Officer will be obligated to provide the Employer with appropriate receipts. In the instance the Officer does not provide expense receipts or where the daily expense receipts are less than one hundred fifteen dollars (\$115.00), the Employer shall have the right to recover from the Officer's pay any and all shortfalls.  
Notwithstanding the above, where the Officer resides within a reasonable commute (one [1] hour vehicle commute) from the training facility, such an Officer will only be entitled to compensation for meals, parking and mileage charges to a maximum of forty dollars (\$40.00) per day while actually attending the course(s). Payment for same will be provided upon providing the Employer daily expense receipts for same.
  - v) The Officer commits to acquiring the Certificate of Competency sought.
  - vi) The Employer will extend this offer of financial assistance once only for said Officer and course. In the event that the Officer does not successfully acquire the Certificate sought on the first attempt, then the burden of acquiring same within a two (2) year time frame at no further cost to the Employer lies with the Officer.
  - vii) Upon successful acquisition of the identified Certificate of Competency sought, the Officer will provide in writing a return of service commitment to remaining in the employ of the Employer for a further four (4) season thereafter.
  - viii) For the Employer to protect its considerable financial investment in each instance, the Officer at the outset and prior to commencing such course(s) must agree, in writing, to recompense the Employer on a proportional basis, the balance of the Employer costs incurred should the four (4) season employment commitment by the Officer fail to be honored.

- e) The Employer shall assist the Officers (in the case of Government regulated re-validation or maintenance only), for travel costs by providing a reimbursable advance relative to costs of excursion rate airfare from home location to location of training facility and return, should said Officer request such consideration. Such indebtedness shall be recovered by the Employer from wages payable during the navigational season. Thirty-three and one third per cent (33 1/3%) to be repaid from June payroll, thirty-three and one third per cent (33 1/3%) to be repaid from July payroll and thirty-three and one third per cent (33 1/3%) to be repaid from August payroll. Should such Officer not return to the employ of the Employer, the indebtedness shall be repaid from the Officers severance entitlement. For Continued Proficiency Certification only, the Employer shall assist the Officer where he/she must reside away from home to attend the course by providing an accommodation and meal allowance of fifty per cent (50%) of such expenses, to a maximum of five hundred dollars (\$500.00) per Officer per course. Such allowance shall be paid by the Employer upon successful completion of the course and upon presentation of appropriate receipts. The Employer will only pay for the attempted certificate once, the Officer bares the future costs if not successful the first time.

- 26.02** Required classroom textbooks, referred to above, is limited to the actual textbooks required in the course and does not include other textbooks or Articles which would be considered "suggested reading".
- 26.03** Reimbursement for the approved course fees, required classroom textbooks and examination fees for successfully completed courses shall be made upon the completion of the operating season following the date of said examinations.
- 26.04** It shall be the responsibility of the Officer to make application and register at the school, and the Employer will make representation to the Governmental Department on behalf of the said Officer as may be required.
- 26.05**
- a) The Employer may require the Officer to attend other non-licensing safety and/or training courses or seminars, and the Officer(s), given reasonable notice of at least twenty-one (21) days, may make themselves available to attend such course(s) or seminar(s).
  - b) The Employer, when scheduling such safety and/or training course(s) or seminars, shall bear the costs including transportation, reasonable expenses, tuition fees, books and examination fees. Officers who are required by the Employer to attend such courses will receive pay at the applicable contract rate to be applied to the one hundred and forty-two (142) day contracts.

## **ARTICLE 27**

### **Vessel Classification**

- 27.01** Subject to Article 2.02, any vessel or vessels added to the fleet or re-powered will be classified on the basis of horsepower, certificate requirements and area of operation, by a Committee of the Employer and the Guild.

## **ARTICLE 28**

### **Manning**

- 28.01** The Officer positions, as listed in the attached wage schedule, shall be the minimum Officer requirements unless otherwise mutually agreed by the Employer and the Guild subject to Article 14.12.



- 28.02** Vessels changed to yarding vessels may have their manning changed, by mutual agreement.
- 28.03** The Parties agree, notwithstanding the inclusion of 2<sup>nd</sup> Mates and 2<sup>nd</sup> Engineers at Level 3 and 4 of the wage scales, that there shall be no requirement for the Employer to employ Officers in this capacity in the absence of Regulatory requirements to carry same. Notwithstanding the above, should operational requirements dictate that a 2nd Mate or 2nd Engineer is required, then such Officers shall be remunerated on the basis of the wage scales referenced above.

## **ARTICLE 29**

### **Protective Clothing – Master**

- 29.01** The Employer will provide rain jackets and pants.
- 29.02** The Employer shall provide each Engineer Officer with two (2) sets of coveralls upon reporting. The Employer shall provide Deck Officers with one (1) set of coveralls upon reporting.
- 29.03** Upon request of a Permanent Officer, the Employer will reimburse the Officer seventy-five per cent (75%) of the cost of a thermofloat, or reimburse-\$150.00 for floater or insulated coveralls upon the Officer submitting an invoice of purchase through the Employer's expense reporting procedures. Such thermofloat or insulated coveralls may be renewed after three (3) years, at the Officers request.
- 29.04** The Employer shall reimburse Officers up to two hundred dollars (\$200.00) for the purchase of CSA approved safety footwear. The Employer may designate the type of appropriate CSA footwear. This allowance will be applicable to one (1) pair of safety footwear per season and can be obtained by verifying the CSA approval and submitting to the Human Resources an original invoice of purchase attached to an Employer Expense Report.  
An Officer will be allowed to accrue the boot allowance over two years and will be reimbursed not to exceed the aggregate total of the calendar years the claim is being submitted for. Should an Employee terminate or be dismissed prior to working sixty (60) continuous days, the footwear allowance received will be deducted from the Officer.
- 29.05** The Employer shall supply one (1) hard hat each operating season to Officers to wear them. Hard hats shall be turned in at the conclusion of the season or upon termination of employment. If not turned in, the Employee may be deducted for the cost of the hard hat.
- 29.06** The Employer shall supply two (2) sets of floater coveralls to each vessel. Four (4) sets of floater coveralls shall be supplied to the larger tugs. Floater coveralls shall be part of vessels' safety equipment and used as directed by the Master.
- 29.07** Working gloves will be provided to all Officers by the Employer. Working gloves are to be turned in before new ones are issued.

## **ARTICLE 30**

### **Linen and Blankets – Master**

- 30.01** Each Officer shall be supplied with clean blankets, linen and towels at the beginning of each Navigational Season. Linen and towels shall be changed every week where practicable. Each Officer shall have blankets cleaned or replaced every three (3) months where practicable.
- Should an Officer elect to purchase and use a duvet or other such bedding while in the employ of the Employer, he/she shall be compensated to a maximum of one hundred dollars (\$100.00) for the purchase of same. Eligibility for this allowance shall be on the basis of once every five (5) years.

## **ARTICLE 31**

### **TV / Video / Newspaper – Master**

- 31.01** The employer shall supply to all live aboard vessels with a DVD Player and satellite TV equipment with an upgraded channel subscription, and an updated video library.
- 31.02** Internet access will remain at the same level as provided during the 2019 season until such time as changes occur based on the recommendations by a Joint Committee comprising of one representative from each of ORSI and the Guild. Committee recommendations are to be tabled by the conclusion of the 2020 working season.
- 31.03** ORSI agrees to provide a cellular booster on two operational vessels. (1 river vessel and 1 arctic vessel) on a trial basis. The trial basis will be no longer than one year. ORSI will fit repeaters to distribute the signal and make it available to the whole crew, other than the wheelhouse. If the trial is successful, the same will be done on other live aboard vessel.

## **ARTICLE 32**

### **Health Benefits (Dental, vision care, insurance, etc.)**

- 32.01** ORSI agrees to extend the Benefit Plan, Sun Life Policy #101560 (benefit booklet appended - see Appendix "B") for the 2020 season and shoulder season, which will end June 30, of the following year, unless the parties agree to extend the shoulder season end date.
- For example, for the 2022 season, the shoulder season will end June 30, 2023.
- The costs of the plan shall be equally shared, fifty per cent (50%) by ORSI, and fifty per cent (50%) by the Employee during the season, if they are working, and one hundred per cent (100%) by ORSI during the shoulder season if they are not working.
- Employees will be eligible for the Benefit Plan from the date of hire.
- ORSI will pay for MSP (or equivalent medical plan) for those Employees in provinces where there is a charge for provincial medical service plan.

## **ARTICLE 33**

### **Employment Notice – Master**

- 33.01** Officers shall keep the Employer's Human Resources Department advised at all times of his/her current address, phone number and changes in marital status (including common-law), dependent or beneficiary status.

- 33.02** Each Officer, who in the previous calendar year, has served or has been deemed to have served until the close of the navigation season, shall advise Human Resources in writing between January 1<sup>st</sup> and January 31<sup>st</sup> of each year, as to whether or not he/she will be available for employment during the next following season of navigation and whether he/she is requesting a Mid-Season Break. Officers confirming availability for employment may also request consideration for a change in Vessel assignment.
- 33.03** The Employer shall reply to the Officers, with a copy to the Guild, stating whether or not employment can be offered, by March 1<sup>st</sup>, and at the earliest, practicable opportunity thereafter, the Employer shall provide the Officers concerned with the employment particulars.  
For those Officers that are not offered contract employment, they will be notified by April 15 that they will be on operational season layoff.
- 33.04** An Officer who fails to carry out the provisions of Article 33.02 may not be recalled to service.
- 33.05** The Employer shall advise Officers who are not eligible for rehire by February 15<sup>th</sup> of each year. Officers who were discharged for cause or who self-terminated their employment will not be eligible for rehire.
- 33.06** If contract employment is not available to a permanent Employee, that Employee will be on operational season layoff effective May 16<sup>th</sup> or June 1<sup>st</sup>, whichever is applicable, until October 20<sup>th</sup>, when the normal season layoff will commence. If during this period, the Officer has not elected severance under the terms of Article 25, he/she shall be eligible for contract employment rehire the following season without loss of previous seniority. An Officer on operational season layoff has the right to refuse any other employment periods offered by the Employer that may become available during the operating season. Any Officer on operational season layoff that accepts an employment period offered by the Employer will be paid as per the attached Letter of Understanding.

## **ARTICLE 34**

### **Repatriation – Master**

- 34.01** Repatriation within/to Canada shall be at the Employer's expense and arrangements thereto shall likewise be made by the Employer.  
Officers who are discharged for just cause or self-terminate their employment prior to the completion of the arctic navigation season or Supplemental Agreement voyage shall not receive travel pay and shall be deducted all associated repatriation costs.

## **ARTICLE 35**

### **Mailing Address – Master**

- 35.01** Any Notice in writing either Party desires to give to the other shall be given by registered mail, postage prepaid, addressed as follows:

#### **To The Employer**

OFFSHORE RECRUITING SERVICES INC.  
30 Queen's Road  
St. John's, NL Canada A1C 2A5  
Phone: (709) 576-8560  
Fax: (709) 576-1983

**To The Guild**

The Canadian Merchant Service Guild  
#130 - 815 First Street,  
New Westminster, BC V3L 2H7  
Phone: (604) 939-8990

**35.02** Any notice so mailed shall be deemed given as of three (3) days following the next business day after date of mailing. The registration receipt shall establish the date of mailing. Either Party shall serve notice on the other Party of any change of address.

**ARTICLE 36**

**Pension Plan**

**36.01** In lieu of a pension plan, ORSI will contribute the equivalent of five per cent (5%) of each Officer's earned wages during the working season. If the Officer chooses to have such funds directed to his/her RRSP, the payment will be paid out towards a self-directed Registered Savings Plan or any other plan chosen by the Officer. If the Officer chooses not to invest in an RRSP, such funds will be paid as normal wages. The Employer portion will be reported as a taxable benefit in the respective Officer's T4.

**ARTICLE 37**

**Term of Agreement**

**37.01** This Agreement shall be effective from **January 1, 2024** and continue in force until **December 31, 2024**.

**EXECUTED ON BEHALF OF:  
OFFSHORE RECRUITING SERVICES INC.**

*for* *Manuel Nu Norcull Director*  
**Adrian Coady - President ORSI**

**EXECUTED ON BEHALF OF:  
THE CANADIAN MERCHANT SERVICE GUILD**

*Randy Smigel*  
**Capt. Randy Smigel - President**  
*Zulema Carranza Sanabria*  
**Zulema Carranza Sanabria - Secretary Treasurer**  
*Dave Kattler*  
**Dave Kattler - Business Agent**

**Dated at New Westminster, BC**      **This 5<sup>th</sup> day of**      **April, 2024**

**SCHEDULE "A"**  
**CMSG & ORSI Wage Rates**

**Effective January 1, 2024 to December 31, 2024 - 5% Increase**

**142 Day Contract**

Level	Vessel	Position	Basic	Daily Basic	Stats = 12 x Daily	EDP	Total
1	PAT LYALL	Master	99,406.95	700.05	8,400.59	8,283.91	116,091.45
	PISURAYAK KOOTOOK	Chief Engineer	96,557.83	679.98	8,159.82	8,046.49	112,764.13
	NUNAKPUT	Second Engineer	85,061.05	599.02	7,188.26	7,088.42	99,337.73
	KELLY OVAYUAK	Mate	85,061.05	599.02	7,188.26	7,088.42	99,337.73
	JOCK MCNIVEN	Second Mate	78,997.68	56.32	6,675.86	6,583.14	92,256.68
	EDGAR KOTOKAK						
	H. CHRISTOFFERSEN						
	VIC INGRAHAM						
4	KAKISA	Master	85,889.26	604.85	7,258.25	7,157.44	100,304.95

**Fit Out Rates Per Hour**

	Regular	Overtime	Double Time
Master	\$52.39	\$78.58	\$104.77
Chief Engineer	\$52.39	\$78.58	\$104.77
Second Engineer	\$48.90	\$73.35	\$97.80
Mate	\$48.90	\$73.35	\$97.80
Second Mate	\$41.08	\$61.62	\$82.16

**Cargo Handling Rates**

Regular	\$42.39
Overtime	\$63.57

**SCHEDULE "B"**  
**CMSG & ORSI - EXTRA DUTIES PREMIUM**

**Effective January 1, 2024 to December 31, 2024 - 5% Increase**

<b>POSITION</b>	<b>MATE</b>	
	<b>Extra Duties Premium (EDP) Scale</b>	<b>One (1) Hour Per Day</b>
	<b>Extra Duties Premium (EDP) Rate</b>	<b>\$49.92 per hour</b>
	<b>Cargo Rate</b>	<b>\$42.39 per hour</b>
	<b>Overtime Rate</b>	<b>\$63.57 per hour</b>
	<b>Annual Extra Duties Premium</b>	<b>\$7,887.13</b>

Month	EDP Hours	EDP Comp. Month	EDP Comp. Accum.	Cargo Hrs Worked	Cargo Comp.	OT Hrs Wrkd	OT Comp.	Cargo & OT Comp. Accum.	Excess Above Annual	Due End Month
May	12.00	\$599.00	\$599.00							
June	22.50	\$1,123.13	\$1,722.14	15.00	\$635.78			\$635.78		
July	23.25	\$1,160.57	\$2,882.71	30.00	\$1,271.57			\$1,907.35		
August	23.25	\$1,160.57	\$4,043.28	50.00	\$2,119.28	10.00	\$635.73	\$4,662.36		
September	22.50	\$1,123.13	\$5,166.41	60.00	\$2,543.14	20.00	\$1,271.45	\$8,476.95	\$589.82	\$589.82
October	15.00	\$748.75	\$5,915.16	5.00	\$211.93			\$8,688.88	\$801.75	\$211.93
<b>TOTALS</b>	<b>118.50</b>	<b>\$5,915.16</b>	<b>\$5,915.16</b>	<b>160.00</b>	<b>\$6,781.70</b>	<b>30.00</b>	<b>\$1,907.18</b>	<b>\$8,688.88</b>	<b>\$801.75</b>	

**NOTE:**

1. This Accumulated amount of cargo time and overtime earnings exceeds the applicable annual EDP at the end of this month which is prior to the end of the season.
2. This amount equals total cargo time (\$8,073.28) less annual EDP (\$7,511.55) equals \$561.74  
End of Season Payment and Reconciliation:

TO PAY	EDP:	\$7,887.13
TO PAY	Cargo time and O.T. in Excess:	\$801.75 less September payment of \$589.82 = \$211.93
NOTE	For 142 day contract Employees:	The annual EDP is \$7,088.42

**APPENDIX "A"**  
**LETTER OF UNDERSTANDING**  
**RE: Wages for Officers Not Recalled**

**Between Offshore Recruitment Services Inc.**  
**(hereinafter referred to as "The Company")**

**And: The Canadian Merchant Service Guild**  
**(hereinafter referred to as "The Guild")**

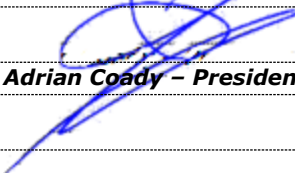



Provision of this letter shall not apply to Officers described in Article 18.02 of the Collective Agreement.

Officers who attain permanency status shall be employed on a 142-day contract June 1st to October 20th. Such an Officer shall, in addition, be guaranteed the fit-out period of eight (8) hours per day from May 24th to May 31st.

<b>142-Day Formula</b>	
0 – 52 days	basic daily rate for each day worked
53 – 71 days	½ annual salary
72 – 118 days	½ total annual salary + daily rate for each day worked over 72 days
Over 118 days	total annual salary

**EXECUTED ON BEHALF OF:**  
**Offshore Recruiting Services Inc.**

**EXECUTED ON BEHALF OF:**  
**The Canadian Merchant Service Guild**

 <b>Adrian Coady – President ORSI</b>	 <b>Capt. Randy Smigel – President</b>
	 <b>Zulema Carranza Sanabria – Secretary Treasurer</b>
	 <b>Dave Kattler – Labour Consultant</b>

<b>Dated at New Westminster, BC</b>	<b>This 17<sup>th</sup> day of</b>	<b>July 2020</b>
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**LETTER OF UNDERSTANDING**

**RE: Master – Warning Letters**

**Between: Northern Transportation Company Limited**

*( hereinafter referred to as "The Company" )*

**And: The Canadian Merchant Service Guild**

*( hereinafter referred to as "The Guild" )*

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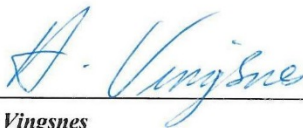
Two (2) calendar years after the issue of a warning letter an Officer, upon written request, shall have the letter and any report removed from his/her personnel file, provided there has been no further infraction of a similar nature within the time period.

Such letter and report shall not be introduced as evidence in the case of promotional opportunities, grievances, and arbitration once it has been removed from the Officer's personnel file.

This understanding is subject to termination only by the mutual agreement of both Parties.

**SIGNED on BEHALF of:**

The Canadian Merchant Service Guild

  
\_\_\_\_\_  
*Arnold Vingsnes*

**SIGNED on BEHALF of:**

Northern Transportation Company Limited

  
\_\_\_\_\_  
*Chris Tobin*



**LETTER OF UNDERSTANDING**

**RE: Master – Cargo Work**

**BETWEEN: OFFSHORE RECRUITING SERVICES INC.**  
*(herein referred to as "The Employer")*

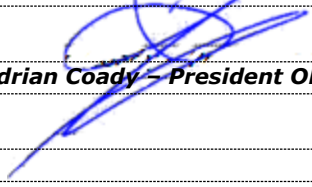



**AND: The Canadian Merchant Service Guild**  
*(herein referred to as "The Guild")*

Cargo work includes the handling of deck and bulk cargo. Cargo work does not include tying up, letting go, making up tow or repositioning and lashing of ships' cargo handling equipment, i.e.: forklifts, ramps and trucks. Nor does it include handling ships, stores (including stores for other Employer ships), ships' fuel (including fuel for other Employer ships), tarps, pallets, hoses, ship's gear and equipment and lashing of same, changing and splicing of ropes and wires, handling ships' garbage (including garbage of other Employer ships), washing down tugs and barges, painting, chipping sougeeing or scraping.

This understanding is subject to termination only by the mutual agreement of both Parties.

**EXECUTED ON BEHALF OF:**  
**Offshore Recruiting Services Inc.**

**EXECUTED ON BEHALF OF:**  
**The Canadian Merchant Service Guild**

	
<b>Adrian Coady – President ORSI</b>	<b>Capt. Randy Smigel – President</b>
	
	<b>Zulema Carranza Sanabria – Secretary Treasurer</b>
	
	<b>Dave Kattler – Labour Consultant</b>

<b>Dated at New Westminster, BC</b>	<b>This 17<sup>th</sup> day of</b>	<b>July 2020</b>
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**LETTER OF UNDERSTANDING**  
**RE: Hay River – Higher Classification**

**BETWEEN: OFFSHORE RECRUITING SERVICES INC.**  
*(hereinafter referred to as "The Employer")*


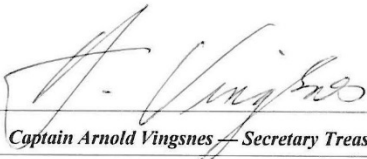

**AND: The Canadian Merchant Service Guild**  
*(hereinafter referred to as "The Guild")*

At the conclusion of each Navigation Season, the Company will review the compensation history for all Officers. Where it is identified that the Officer has sailed under Articles the majority of time (eighty-five percent [85%] or more of respective contract season) in a higher classification, he/she will be paid a retroactive adjustment based on the higher classification.

This understanding is subject to termination only by the mutual agreement of both Parties.

**SIGNED on BEHALF of:**  
**Northern Transportation Company Limited**

**SIGNED on BEHALF of the:**  
**Canadian Merchant Service Guild**

	
<i>Chris Tobin</i>	<i>Captain Arnold Vingsnes – Secretary Treasurer</i>
	
	<i>Joy Thomson – Business Agent</i>

<b>Dated at</b>	<b>this</b>	26 <sup>th</sup>	<b>day of</b>	<b>May, 2006</b>
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**LETTER OF AGREEMENT**  
**RE: West Coast Shipping Regulation**

**BETWEEN: OFFSHORE RECRUITING SERVICES INC.**  
*(hereinafter referred to as "The Employer")*

**AND: THE CANADIAN MERCHANT SERVICE GUILD**  
*(hereinafter referred to as "The Guild")*

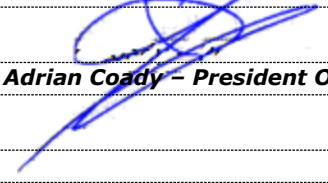



The Employer and the Guild agree that the express terms of the West Coast Shipping Regulation will apply to all Employer operations, vessels and crews for the duration of all voyages that commence from or conclude at any port within the boundaries of the province of British Columbia.

The Employer and the Guild agree to reopen this contract with respect to negotiating retroactively, a comprehensive West Coast Addendum within thirty (30) days of the Employer establishing operations to or from any port within the boundaries of the province of British Columbia.

The Parties agree to refer any outstanding issue(s) to binding interest arbitration regarding the above- mentioned addendum, should they not be able to come to a mutual agreement.

**EXECUTED ON BEHALF OF:**  
**Offshore Recruiting Services Inc.**

**EXECUTED ON BEHALF OF:**  
**The Canadian Merchant Service Guild**

	
<i>Adrian Coady - President ORSI</i>	<i>Capt. Randy Smigel - President</i>
	
	<i>Zulema Carranza Sanabria - Secretary Treasurer</i>
	
	<i>Dave Kattler - Labour Consultant</i>

<b>Dated at New Westminster, BC</b>	<b>This 17<sup>th</sup> day of</b>	<b>July 2020</b>
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**LETTER OF AGREEMENT**  
**RE: Operation of the "Kakisa"**

**BETWEEN: OFFSHORE RECRUITING SERVICES INC.**  
*(hereinafter referred to as "The Employer")*

**AND: THE CANADIAN MERCHANT SERVICE GUILD**  
*(hereinafter referred to as "The Guild")*

The parties agree that this letter will be used on a trial basis over the duration of the current Collective Agreement.

The Guild and the Employer further agree that the Kakisa is a yarding vessel and will be employed as such in or about Hay River.

It is also agreed that all Officers who work throughout the Navigation Season on the Kakisa will be scheduled to work twelve (12) consecutive hours each day inclusive of the meal period.

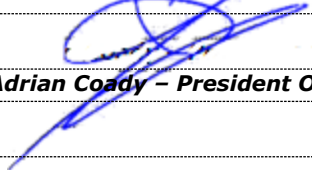

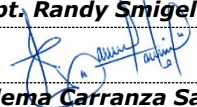
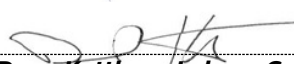
Officers will be compensated as per the Rates found in Schedule "A".

Officers who work in excess of twelve (12) hours per day or eighty-four (84) hours per week will be compensated at time and a half their basic hourly rate.

Officers assigned to the Kakisa will not be eligible for Extra Duty Pay unless assigned to the Kakisa for a short term assignment (i.e. less than three weeks at the beginning or at the end of the season).

**EXECUTED ON BEHALF OF:**  
**Offshore Recruiting Services Inc.**

**EXECUTED ON BEHALF OF:**  
**The Canadian Merchant Service Guild**

	
<i>Adrian Coady – President ORSI</i>	<i>Capt. Randy Smigel – President</i>
	
	<i>Zulema Carranza Sanabria – Secretary Treasurer</i>
	
	<i>Dave Kattler – Labour Consultant</i>

<b>Dated at New Westminster, BC</b>	<b>This 17<sup>th</sup> day of</b>	<b>July 2020</b>
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**LETTER OF AGREEMENT**

**RE: Travel Expenses**

**BETWEEN: OFFSHORE RECRUITING SERVICES INC.**

*(hereinafter referred to as "The Employer")*

**AND: THE CANADIAN MERCHANT SERVICE GUILD**

*(hereinafter referred to as "The Guild")*

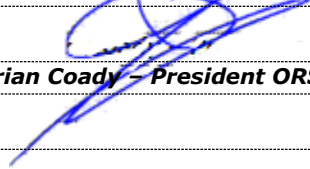



In the event the Employer's Travel Expense Policy provides a more generous meal allowance than the one provided for under this collective agreement, Employees covered by this agreement will receive the more generous meal allowance as well.

As well, if the Employer's Travel Expense Policy provides for a higher car mileage rate than the one provided for under this collective agreement, Employees covered by this agreement will receive the more generous mileage rate as well.

This letter of understanding will expire and be deemed to terminate December 31, 2020, unless otherwise extended by the parties in writing.

**EXECUTED ON BEHALF OF:  
Offshore Recruiting Services Inc.**

**EXECUTED ON BEHALF OF:  
The Canadian Merchant Service Guild**

	
<b>Adrian Coady – President ORSI</b>	<b>Capt. Randy Smigel – President</b>
	
	<b>Zulema Carranza Sanabria – Secretary Treasurer</b>
	
	<b>Dave Kattler – Labour Consultant</b>

<b>Dated at New Westminster, BC</b>	<b>This 17<sup>th</sup> day of</b>	<b>July 2020</b>
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**APPENDIX "B"**  
**SUNLIFE BENEFIT BOOKLET**



your **group**  
benefits

# COLLECTIVE AGREEMENT

## OFFSHORE RECRUITING SERVICES INC.



### *The Canadian Merchant Service Guild*

Western Branch  
#130 – 815 First Street  
New Westminster, BC  
V3L 2H7

Tel: 604 . 939 . 8990

Email: [cmsgwb@cmsg.org](mailto:cmsgwb@cmsg.org)  
Website: [www.cmsg-gmmc.ca](http://www.cmsg-gmmc.ca)

Fax: 604 . 939 . 8950