

# COLLECTIVE AGREEMENT

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



**AND:** **Pacific Pilotage Authority Canada**  
( hereinafter referred to as the "Company" )

**FOR:** **Fraser River Pilots**



Pacific Pilotage  
Authority Canada

Administration de pilotage  
du Pacifique Canada

**Effective Date**

**February 1, 2013 – January 31, 2020**

03256 (10)

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# COLLECTIVE AGREEMENT

**BETWEEN: PACIFIC PILOTAGE AUTHORITY CANADA**

*(A Corporation established pursuant to Section 3 of the Pilotage Act, Statutes of Canada 1970-71, Chapter 52, hereinafter called the "Authority"),  
Party of the First Part;*

**AND: CANADIAN MERCHANT SERVICE GUILD**

*(A Corporation established by Special Act of Parliament assented to on the 6th day of June, 1919, hereinafter called the "Guild")  
Party of the Second Part;*

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WHEREAS the objects of the Authority are to establish, operate, maintain and administer in the interest of safety, an efficient Pilotage Service within the Pacific Pilotage Region as defined in the schedule of the Pilotage Act; and

WHEREAS the Fraser River Pilots' have opted to become Employees of the Authority, all in accordance with the provisions of Section 15 of the Pilotage Act and as such Employees are herein represented by the Guild; and

WHEREAS the Authority is authorized to enter into an Agreement on behalf of the Fraser River Pilots' for the purpose of assuring Pilotage Services within Area 1 of the Pacific Pilotage Region.

NOW THEREFORE THIS AGREEMENT WITNESSETH that the said Parties mutually covenant and agree, as follows:

## **ARTICLE 1 Definitions and Interpretation**

1. In this Agreement, unless the context requires a different meaning, the words:
  - a) **"Authority"**  
means the Pacific Pilotage Authority Canada as referred to in the Schedule of the **Pilotage Act**, hereinafter represented by its Chairman or his Representative.
  - b) **"Bargaining Unit"**  
Means all the Pilots licensed for Area 1, ie: all waters of the Fraser River and other rivers flowing into it, including all of the North Arm of the Fraser River and the waters extending to seaward from Point Grey in position Latitude 49 degrees 15' 57" N, Longitude 123 degrees 15' 48" W, to position Latitude 49 degrees 15' 57" N, Longitude 123 degrees 26' 00" W, thence to position Latitude 49 degrees 02' 15" N, Longitude 123 degrees 05' 45" W including all waters of Boundary Bay, North of Latitude 49 degrees 00' 07" N, and employed by the Authority to perform the duties of a licensed Ships' Pilot within the meaning of Sections 2 - Interpretation - "Licensed Pilot" means a person who holds a valid licence" and Section 15.1. of the Pilotage Act;

- c) **"Chairman"**  
Means the Chairman of the Authority unless the context refers to another person;
  - d) **"Guild"**  
For the purpose of this Agreement, means the Canadian Marine Pilots' Association of the Canadian Merchant Service Guild, hereinafter represented by the President of the National Association or his Representative.
  - e) **"Pilot"**  
Means any person holding a licence as a Pilot and employed by the Authority to perform the duties of same in the area, but does not include a Pilot coming within the meaning of Section 15.2. and 15.3. of the Pilotage Act.
  - f) **"Pilots' Committee"**  
Means a Committee consisting of a Chairman and three (3) Committee Members elected by the Pilots' annually under the Guild By-Laws and Regulations.
  - g) **"Pilotage Duty"**  
For the purposes of Article 19.1. of this Agreement shall be from a Pilot's home and until the Pilot returns to same.
  - h) **"President and CEO"**  
Means the President and Chief Executive Officer of the Authority or his Representative.
2. Except as otherwise provided in this Agreement, expressions used in this Agreement:
- a) If defined in the Pilotage Act and/or the Canada Shipping Act have the same meaning as given to them in those Acts;
  - b) If defined in the Canada Labour Code but not defined in the Pilotage Act and/or the Canada Shipping Act shall have the same meaning as given to them in the Canada Labour Code and,
  - c) If defined in the Interpretation Act but not defined in any Act specified under Sub-Clauses (a) and (b) shall have the same meaning as given to them in the Interpretation Act.

## **ARTICLE 2 Application**

- 1. a) The provisions of this Agreement together with all Schedules thereto which shall be part of the Agreement, apply to the Authority, all Licensed Marine Pilots in the Bargaining Unit and the Guild.
- b) Any Apprentice Pilot appointed for Area 1, subsequent to the signing of this Agreement, shall come under the terms and conditions of this Agreement including all Schedules hereto.

## **ARTICLE 3 Rights of Parties**

- 1. Except as provided herein, this Agreement in no way restricts the authority of those charged with managerial responsibilities under the Pilotage Act.

#### **ARTICLE 4 Role of President and CEO**

1. a) The President and CEO shall have the direction of Pilots and may make orders for the effective carrying out of the provisions of this Agreement.
- b) Any order made by the President and CEO under Sub-Clause (a) may be made orally but shall be in writing later if necessary to the person or persons concerned.
- c) The President and CEO shall not take issue with any individual Pilot concerning matters legitimately within the area of a Pilot's professional judgement. It is the intent of this Clause that due regard shall be given to the prevailing conditions, both the weather and of the vessel(s) concerned, when interpreting the provisions of any temporary limitations or restrictions that may be mutually agreed upon between the Authority and the Pilots as well as the existing By-Laws and Regulations of the Authority.

#### **ARTICLE 5 Number of Pilots**

1. a) The Pilots' covered by this Agreement, having opted for "Employee Status" under Section 15 of the Pilotage Act, it is mutually agreed that, during the term of this Agreement, any licensed Marine Pilot on the roster on the date that this Agreement is signed shall not be laid-off for any reason other than for failure to carry out his duties in a proper manner in keeping with the spirit of the said Pilotage Act or by reason of severe conditions of force majeure persisting over a period of six (6) months.
- b) The Pilots' Committee and the Authority shall meet semi-annually to discuss and reach a consensus on future manning levels. Any additions to the number of licensed Marine Pilots' for the area shall be determined by the Authority according to the service requirements of the area and after consultation with the Pilots' Committee.

#### **ARTICLE 6 Pilots' Committee**

1. The Pilots' Committee shall be recognized by the Authority and the Pilots as the agents through which representations may be made in all operational matters.

#### **ARTICLE 7 Pilotage Assignments**

1. a) Pilots' shall normally be assigned for duty as their names appear on the Duty Roster and as far as practicable shall be assigned in regular turn. In the case where a special assignment is to be dispatched, such as vessels outside the normal vessel parameter, type or size, the regular turn of dispatch may be modified at the direction of the Committee. Subject to 19.1. (f), when call-backs are required, the Authority may call back a Pilot before exhausting the Duty Roster and will, as far as practicable, call back Pilots to day time assignments in preference to night time assignments in an effort to maintain the circadian rhythm of off duty Pilots. If a Junior Pilot is on turn for a vessel which exceeds his limitations in accordance with the Dispatch Guidelines, he should be dispatched to an earlier assignment that is within his limitations, if one is available, providing hours of rest and other contractual provisions are adhered to.

Following this assignment, the Pilot will be returned to his normal position on the Duty Roster. The Committee is to be advised each time such a roster change is made. This Clause will not allow a Junior Pilot to accumulate more assignments, including call-backs, than the average for the month. The average is the total number of assignments in the preceding two (2) months, divided by two (2), and then divided by the total number of licensed Pilots'.

- b) In drawing up the Duty Roster, a day shall be a twenty-four (24) hour period commencing at noon, and due regard shall be taken to Article 19.
- c) Subject to Article 16.1. (b), the Authority may schedule the Duty Roster as required. However, in the event of a shutdown of deep sea traffic in Area 1, the Authority may, upon five (5) days notice to the Pilots' concerned and the Pilots' Committee, re-schedule the Pilots' that are on scheduled duty to days off.
- d) It is agreed that during the term of this Agreement, the number of Area 1 Pilots' may be reduced below eight (8) but not less than six (6). However, any reduction in strength will be done by attrition or mutual consent of the individual Pilot and the Pilots' Committee.

#### **ARTICLE 8 Transportation for Pilots**

- 1. a) A Pilot Launch Safety Committee shall be formed for the purpose of meeting, reviewing and making, from time to time or at quarterly meetings, recommendations if any, to the Pacific Pilotage Authority Canada with respect to the manning, safety equipment and safe operation of the Steveston Pilot Launch with a view to minimizing as effectively as possible the risk involved in boarding on and off.  
This Committee shall consist of Members from the Pacific Pilotage Authority Canada, the Fraser River Pilots and Fraser River Pilot Launch Master.
- b) The Authority shall provide each Pilot who has terminated his Pilotage assignment safe pilot boat service to bring him to shore and such other transportation as may be required to Steveston or New Westminster, whichever is the closest. In the event of a dispute concerning Pilot Boat Safety, the dispute will be referred by the Pilot to the Fraser River Pilots' Committee, who will contact the Pacific Pilotage Authority in order to resolve the dispute. Failure by these Parties to resolve the issue will result in the dispute being referred to the Pilot Launch Safety Committee who will make a recommendation to the Board of the Authority.
- c) The Parties to the Agreement shall recognize the International Pilot Ladder Regulations as formulated by I.M.O., I.M.P.A. and C.M.P.A.
- 2. a) Day to day expenses shall be paid as provided in Schedule "C" of this Agreement or any amendment thereto that may be mutually agreed to and signed from time to time.
- b) Where a Pilot suffers loss of clothing or personal effects during the course of his regular duty as a Pilot, he shall be reimbursed by the Authority for the loss or damage.

### **ARTICLE 9 Special Leave of Absence for Pilots**

1. a) A Pilot of the area elected or appointed to serve on any District, Regional, Branch or National Committee or Board of the Guild shall be granted such leave as necessary from time to time upon not less than ten (10) days prior notice, emergencies excepted, of the date and place of such meeting. It is understood that the rest of the Pilots will assure that the service is maintained without any additional cost to the Authority as a result of this leave.
- b) The Authority may grant to the Pilots' Committee such leave as may be required for the purpose of attending meetings with the Authority, or any other body concerning the administration or re-negotiation of this Agreement, or any matter concerning the welfare of the Pilots covered by this Agreement. When the need of such leave becomes apparent, the Chairman of the Committee or his alternate shall make a request for the required leave stating the reason for which the leave is required and the duration of such leave. Upon the leave being granted, the names shall be removed from the Duty Roster for the duration of the leave. It is understood that such permission may be withdrawn immediately in order to maintain service.
- c) The Authority may grant leave of absence without pay to a Pilot who has been elected to a full-time office of the Guild and the duration of such leave without pay shall be for the period the Pilot is elected to hold that office and such leave shall not be unduly withheld. A replacement may be appointed for the term of such leave of absence only, and at the expiration of the leave the licence shall be withdrawn and his name shall be replaced on the eligibility list.
- d) No Pilot shall engage in any employment or undertaking that will interfere with his regular duties as a Pilot without the written consent of the President and CEO.

### **ARTICLE 10 Rates of Pay**

1. a) The rates of pay to be paid each licensed Marine Pilot under this Agreement shall be as specified in Schedule "A" of this Agreement or as amended and signed from time to time.
- b) The pay period shall continue in the same manner as used by the Authority for its Employees. The amount for each four (4) week period shall be the annual rate specified in Schedule "A" divided by 13.044.

### **ARTICLE 11 Conflicts between Parties**

1. Every Party to and every person bound by this Agreement and every person on whose behalf this Agreement was entered into shall comply with the provisions for final settlement contained in Article 12.2. of this Agreement and give effect thereto, as required under Section 57 of the Labour Code.
2. Where the Guild, on behalf of the Bargaining Unit, is entitled to require the Authority to commence collective bargaining with a view to the conclusion, renewal or revision of this Collective Agreement, the Guild shall not authorize a strike of the Pilots' in the unit, and no Pilot in the unit shall strike, and the Authority shall not declare or cause a lockout of the Pilots in the unit until the Bargaining Agent and the Authority, or Representatives authorized by them to act on their behalf, have bargained collectively and have otherwise complied with all the provisions of the Canada Labour Code.
3. a) There shall be no strikes, lock-outs, tie-ups, slow-downs or stoppages of work for any cause whatsoever during the life of this Agreement. It is the intent of the



Authority and the Guild that all controversies, regardless of their nature, shall be settled amicably and harmoniously under the terms of this Agreement.

- b) Refusal to pass through a picket line which has not been held to be illegal shall not be construed as a violation of this Agreement.
- c) The Authority agrees not to discriminate against any Member of the Guild for his activities on behalf of/ or Membership in the Guild or any of its duly established branches.

#### **ARTICLE 12 Suspensions, Disputes and Grievances**

1.
  - a) The Authority agrees that should it become necessary to suspend any Pilot for any reason and such Pilot is subsequently determined to have been improperly suspended, then such Pilot shall be fully compensated for any resulting loss of pay and fringe benefits and his reasonable legal fees and disbursements for his defence, subject to taxation on a solicitor-client basis under the Laws of the Supreme Court of British Columbia.
  - b) Any Pilot required to appear before the Authority under the By-Laws and/or Regulations of the Authority or under Articles 25.1. and 25.2. of this Agreement shall have the right to be accompanied by a person of his own choice.
  - c) If a Pilot is required to appear at any Hearing, as a witness or a defendant, at which legal counsel representing the Authority or any other Party is also present, he shall not be required to answer any questions whatsoever unless his legal or other counsel has had a fair opportunity to be present to advise him.
2. Disputes and appeals arising from the application of this Agreement which cannot be settled directly by meetings between the Authority's Officer and the Guild shall be dealt with as follows:
  - a) If settlement is not reached within seven (7) business days, thereafter a statement in writing of the alleged grievance shall be submitted to the Director of Marine Operations.
  - b) If settlement is not reached within seven (7) business days, the grievance in writing shall be submitted to the President and CEO of the Authority.
  - c) If settlement is not reached within twenty-one (21) business days after lodging the written statement with the President and CEO of the Authority, either Party may institute the Arbitration procedure.
3. The Party desiring to arbitrate under this procedure shall notify the other Party in writing of this intention and the particulars of the grievance.
4. The Party receiving such notice shall, within five (5) days thereafter, confirm receipt in writing.
5. The Parties shall then confer immediately upon receipt of notice from the opposite Party and shall, within five (5) days, choose a single Arbitrator. If the Parties are unable to agree on an Arbitrator within five (5) days, either Party may ask the Minister of Labour of Canada to appoint the Arbitrator, sending the Minister a copy of this Grievance and Arbitration Procedure and the other Party a copy of the request.

6. If desired by either Party and subject to written notice being given at the time of giving Notice of Intention to arbitrate under Clause 2. (c) hereof, the Authority and the Guild shall each select a person active in the Industry to advise and assist the Arbitrator jointly, but not individually, at his discretion. Those advisors shall take no part in the Hearing, except for technical advice, or participate in the making or publishing of the Award of the Arbitrator. The Arbitrator may accept or reject the advice of the advisors but his Award shall not refer to the advisors or their advice.
7. The Arbitrator may not alter the terms of this Agreement or insert new provisions or give any decision inconsistent with the terms of this Agreement, but he shall have the right to rule on reinstatement and order payment of lost wages.
8. The Arbitrator shall sit, hear the Parties, settle the terms of the question or questions to be arbitrated if the Parties are unable to agree thereon and make his Award within ten (10) days from the date of his appointment providing the time may be extended by mutual consent of the Parties. The Arbitrator shall deliver his Award in writing to each Party concerned and his Award shall be final and binding on both Parties and they shall carry it out forthwith.
9. Each Party shall pay its own expenses and the cost of arbitration and one-half (½) the compensation and expenses of the Arbitrator and of stenographic and other expenses of the Arbitrator.
10. The time limits in this procedure may be varied by mutual agreement.

### **ARTICLE 13 Membership Dues and Assessments**

1. a) Each Employee covered by this Agreement and employed as a Licensed Pilot in Area 1 shall provide to the Authority proof that he is a Member in good standing of the Canadian Merchant Service Guild, provided however the Guild agree to accept for Membership any Apprentice Pilot, upon the granting of his Pilots licence, if he is eligible for Membership under the By-Laws of the Guild.
  - b) The Authority shall, as a condition of employment, deduct an amount equal to the Membership dues and duly authorized assessments from the monthly pay of all Pilots in the Bargaining Unit and remit same to the Secretary Treasurer of the Guild.
  - c) The Guild shall inform the Authority in writing from time to time, as necessary, the regular monthly uniform dues authorized in accordance with the Constitution and By-Laws of the Guild to be checked off from each Pilot and deduction shall be made for each Pilot for each month and shall commence with the first month in which each Pilot performs regular duties for more than ten (10) days to the extent that earnings are available.
  - d) In recognition of the operational assistance received from the Fraser River Pilots in the operation of Area 1, the Authority agrees to the following over the term of the Agreement:
    - i) In year one (1) of the Agreement, five thousand dollars (\$5,000.00) per annum for each licensed Pilot in the Association.
    - ii) In subsequent years this allowance will be increased annually by the same percentage increase as the annual wage increase.
    - iii) The operational assistance allowance shall be pro-rated and paid out monthly.
  - e) In the case of a part-time Pilot, the above allowance will be pro rated.
2. a) All deductions required under Article 13.1. above shall be remitted to the

Secretary Treasurer of the Guild within a reasonable period after the deductions have been made, not to exceed thirty (30) days, and such deductions shall be related to the identity of each Pilot, by name and social insurance number and the amount of each such deduction included for each Pilot.

- b) The Guild agrees to indemnify and save the Authority harmless against any claim or liability arising out of the application of this Clause, save and except any failure to remit any sum deducted or any errors directly attributable to the Authority or its staff.

#### **ARTICLE 14 Group Coverage Programs**

- 1. a) The Authority will pay to the Guild, on a monthly basis, the reasonable Legal Defence Fund Coverage premium for each Officer in their employ. The Guild will continue to provide sufficient coverage to satisfy the requirements of said Officers.
- b) The Guild shall advise the Authority of the monthly premium of the Legal Defence Fund and shall provide the Authority with sixty (60) days written notice of any change in the premium.
- c) All payments required under this Clause shall be accompanied by a list similar to that provided in Subsection (a) of Clause 13.2.

#### **ARTICLE 15 Pension and Other Benefits**

- 1. a) The Pilots covered by this Agreement shall be entitled to all benefits provided under the Public Service Superannuation Act, Chapter P-36, of the revised Statutes of Canada 1970 together with any subsequent amendments thereto.
- b) The Authority shall make arrangements for the Pilots' covered by this Agreement to be provided with paid sick leave, injury on duty leave, severance pay, disability benefits, life assurance and all other benefits provided by the Treasury Board of Canada. The Authority will pay one hundred per cent (100%) of the premiums for BC Medical Services Plan and Long Term Disability. Effective February 1<sup>st</sup>, 1995, the Authority will reimburse Pilots for the purchase of a second pair of eye glasses or for a pair of sunglasses up to four hundred dollars (\$400.00) per pair every two (2) years.
- c) It is further agreed and understood that should the benefits specified in Sub-Sections (a) and (b) of this Article be improved at any time during the tenure of this Agreement, the same improvements will automatically take place on the same date for the Members covered by this Agreement.
- d) All contributions to be made by each Pilot or other benefits paid for or credited by the Authority covered by this Agreement shall not exceed the contributions or benefits currently in effect for the Public Service of Canada, except as may be amended from time to time, subject always to prior agreement between the Authority and the Guild.
- e) Any Pilot who suffers injury or a disabling illness which results in a prolonged period away from duty, or necessitates his early retirement, shall be entitled to draw accumulated sick leave benefits up to a maximum accumulation permitted to each such Pilot under the Public Service Benefits.

If a Pilot receives long-term disability benefits, the following formula shall be used for the purpose of calculating severance:

- i) If the period of continuous time on long-term disability benefits is less than two (2) years, it will be considered as service in the calculation of severance pay.
  - ii) If the period of continuous time on long-term disability benefits is more than two (2) years, the period beyond two (2) years will not be considered as service in the calculation of severance pay.
- f) A Pilot shall earn sick leave credits at the rate of one and three quarter (1¾) days for each calendar month for which he receives pay for at least ten (10) days. Sick leave shall be cumulative to a maximum of three hundred sixty-five (365) days. If, after accessing sick days, an Employee's bank falls below the maximum allowable three hundred sixty-five (365) days, he/she will again start accumulating sick days at the above rates until such time as the maximum days are again reached.

If the period of sick leave requested does not exceed five (5) days, and unless otherwise informed by the Employer, the Employee must complete an approved "Leave Application and Absence Report" form which is to be submitted and approved by that Employee's supervisor.

The Employer will request a certificate from a Health Practitioner for periods of illness or injury exceeding five (5) consecutive working days, or may require a certificate from a Health Practitioner for any days following three (3) uncertified occurrences per calendar year. An occurrence is considered to be one to five days of uncertified illness.

- g) Each Pilot shall be allowed two (2) weeks severance pay for the first year of service as a Pilot, or in the Public Service of Canada, and one (1) week for each succeeding year of service thereafter, up to a maximum of twenty-eight (28) weeks in the case of layoff.
- h) Following the death of a Pilot, there shall be paid to his estate an amount determined in accordance with the retirement provisions of Sub-Section (g) regardless of any other benefits payable.
- i) The Authority agrees to provide and fully fund a Dental Plan.

It is further agreed that this Dental Plan will be equal to the Marine Industry Plan in effect between the Council of Marine Carriers and the Canadian Merchant Service Guild. Any improvements will automatically be available for Pilots':

<b>Plan A</b>	Basic Services	One hundred per cent (100%)
<b>Plan B</b>	Prosthetic Appliance, Crown & Bridge	One hundred per cent (100%)
<b>Plan C</b>	Orthodontics	Eighty per cent (80%)

Plans A and B combined calendar year have a maximum of five thousand dollars (\$5,000.00) per insured person and Plan C has a lifetime maximum of ten thousand dollars (\$10,000.00) per insured person.

- j) A Pilot shall be entitled, free of charge, to either a standard floater coat or a U-Vic jacket and an industry approved self inflating lifejacket. The Authority shall issue the coats and will re-issue on an as required basis. In addition, the Authority will reimburse each Pilot up to a maximum of three hundred dollars (\$300.00) on an annual basis for the purchase of work related safety clothing. The annual allowance is non-cumulative; all claims for each year must be done within the same calendar year and purchase receipts must be provided along with the completed claim form.
- k) The Authority shall provide a Health and Wellness Account up to a maximum amount of four hundred dollars (\$400.00) per Pilot per annum. This amount will be pro rated for part time Employees. The purpose of the account is to improve the health and wellness of our staff by supporting their participation in healthy activities and assisting with health related expenses, such as eye glasses. In order to minimize the administration of the account, Employees will only be reimbursed twice (2x) a year. Receipts are mandatory and are to be submitted in March and September.

#### **ARTICLE 16 Duty Roster for Pilots**

- 1. a) A schedule of duty for all Pilots covered by this Agreement shall be established as mutually agreed to by the Authority and the Pilots' Committee from time to time, taking into account the number of Pilots' on the roster and all other circumstances of the case prevailing.
- b) The Schedule shall be set out in a Memorandum of Understanding issued by the President and CEO and the Chairman of the Pilots' Committee. Such a schedule shall not be subject to amendment for a period of forty-five (45) days; emergencies excepted. The schedule may be amended on less than forty-five (45) days notice in the event of a Pilot becoming aware of a long term illness or disability.
- c) A Pilot unable to say when he will be able to return-to-work would qualify as a long term illness. At that point, a minimum of two (2) weeks notice to move a Pilot would be required.

#### **ARTICLE 17 Annual Vacations**

- 1. a) Each Pilot covered by this Agreement shall be granted annual vacations in the following scale:
  - i) From the commencement of employment up to and including the twelfth (12<sup>th</sup>) year of service, four (4) weeks vacation and shall be allowed vacation pay of eight per cent (8%) of his gross wages for each such year.
  - ii) During the thirteenth (13<sup>th</sup>) year, up to and including the seventeenth (17<sup>th</sup>) year of service, five (5) weeks vacation and shall be allowed vacation pay of ten per cent (10%) of his gross wages for each such year.
  - iii) During the eighteenth (18<sup>th</sup>) year, up to and including the twenty-third (23<sup>rd</sup>) year of service, six (6) weeks vacation and shall be allowed vacation pay of twelve per cent (12%) of his gross wages for each such year.

- iv) During the twenty-fourth (24<sup>th</sup>) year of service and successive years, seven (7) weeks vacation and shall be allowed vacation pay of fourteen per cent (14%) of his gross wages for each such year.
- b) Vacation pay shall for all purposes be deemed wages.

**ARTICLE 18 Statutory Holidays**

- 1. a) Each Pilot shall be granted the following paid Statutory Holidays:

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

- b) If a Pilot is scheduled for duty on any of the named statutory holidays, he shall be paid his normal pay and leave for such day and in addition, an equal amount to be added to such Pilot's leave credits.
- c) For each statutory holiday not worked, a Pilot shall receive a regular days pay and leave for such day.
- d) Notwithstanding the foregoing, each Pilot covered by this Agreement shall receive, in total, twenty-six decimal eight eight (26.88) days leave per annum in lieu of all statutory holidays. In addition, Pilots scheduled on duty on any of the identified holidays shall be paid the rate of time and one-half (1½) (equivalent to 1.12 times the calendar day rate). In the event that, due to operational requirements the Authority is unable to grant all these credits as leave in a contract year, the Authority shall either pay equivalent cash for any remaining credits or remain as leave credits to be taken as leave. However, payment for accumulated statutory holiday credits shall only be paid in cash at the end of a contract year. It is understood that the foregoing option by the Authority will always apply on a group basis to all Pilots and not on an individual Pilot basis. In any event, the Authority shall not be able to exercise the above option should the Pilot strength be reduced below eight (8) Pilots.
- e) Where a day that is a statutory holiday for a Pilot falls within a period of sick leave with pay, that day shall count as a holiday and not as a day of sick leave.

**ARTICLE 19 Leave and Hours of Duty**

- 1. a) For the purpose of this Agreement, a scheduled duty day shall be considered as any twelve (12) hours in a twenty-four (24) hour period, commencing at noon. A work week shall be thirty-seven and one-half (37½) hours. Leave with pay shall be calculated at one decimal two four (1.24) days for each day of duty.
- b) Assignment duty shall commence at the leave home time (one and one-half [1½] hours prior to going afloat) or the original order time whichever is the earlier, and shall cease not less than one and one-half (1½) hours after coming ashore.
- c) The Authority agrees to schedule the dispatch system, emergencies excepted, so that each Pilot shall receive not less than four (4) hours prior notice of the time he is required to go afloat. For vessels of unconventional construction or cumbersome maneuvering capabilities, such notice shall be not less than eight (8) hours.
- d) A Pilot required for duty after 21:00 hours daily shall be notified of such dispatch

prior to 17:00 hours, emergencies relating to safety of navigation excepted, or as soon as practicable following his rest period, except where twelve (12) hours notice of requirement has been received by the Authority.

- e) No Pilot shall be required to exceed twelve (12) hours on duty on a single dispatch, or fourteen (14) hours on more than one (1) dispatch in any one (1) twenty-four (24) hour period, until he has had a minimum rest period of six (6) hours and seven and one-half (7½) hours have elapsed after coming ashore from his assignment. Notice of subsequent assignments shall not take place during this period.
- f) It is agreed that a Pilot will receive three point eight six (3.86) days pay for each call-back assignment with an order time from 20:00 to 07:59 and 3 point zero two (3.02) days pay for each call-back assignment with an order time from 08:00 to 19:59. If the Pilot called back requests that he be given a second call-back, the second call-back will be paid at fifty per cent (50%) of the call-back fee otherwise due, provided the second call-back could be completed within twelve (12) hours from the start of the first call-back. For the purpose of call-backs, the order time will remain fast even when amended unless it is cancelled and re-ordered. Overtime will be paid for all assignment hours in excess of twelve (12) from the time dispatched.  
On occasions where a Pilot is notified and dispatched to a call-back and where the time of the commencement of that job is more than eight (8) hours after that notification and dispatch, a maximum of eight (8) hours prior to the time afloat will be considered when calculating the total time on assignment.  
Should the Steveston Pilot Launch service be permanently out-of-service and the Pilots be carried over to Victoria or areas other than Area 1, rates referred to above shall be increased to four point four eight (4.48) days effective the date the Steveston Launch Service was not operational.
- g) If a Pilot is called back to duty from regular scheduled days off to an assignment which is subsequently cancelled, he will receive pay equal to a "calendar day rate" if the assignment is cancelled prior to his leaving home. If he has not commenced traveling to his assignment, expenses will not be applicable.
- h) If a Pilot is required to attend a meeting at the request of the Authority when that Pilot is on a scheduled day of rest, he shall be reimbursed at a minimum of four (4) hours plus a maximum of one and one-half (1½) hours traveling time either way, plus expenses. If that Pilot is on a scheduled duty day, then the meeting shall be considered a normal assignment.

#### **ARTICLE 20 Overtime**

- 1. a) Pilots shall be paid overtime for all hours in excess of twelve (12) consecutive hours.
- b) Pilots shall be paid overtime for all hours in excess of twelve (12) hours on assignments in any twenty-four (24) hour period commencing from noon except for hours for which overtime has already been paid in any twenty-four (24) hour period.
- c) The rate of overtime hours shall be double the hourly rate.

- d) All overtime earned shall be compensated by either time off or cash, at the request of the Pilot, and the discretion of the Authority.  
The Authority reserves the right to liquidate for cash, outstanding overtime accumulated as leave, on the last day of the contract year after consultation with the affected Pilot.
- e) A Pilot performing overtime work which ceases before the expiration of one (1) hour shall nevertheless be credited with one (1) hours overtime.  
After the first hour of overtime, each further period of one-half (½) hour or portion thereof shall entitle the Pilot to one-half (½) the applicable hourly overtime rate.
- f) When it is necessary to dispatch Pilots returning from leave prior to their actual return to the list at 12:00 hours of that day, overtime will apply from the time of the dispatch until 12:00 hours, to a maximum of six (6) hours.

**ARTICLE 21 Point of Dispatch and Place of Employment**

- 1. a) For the purpose of this Agreement, the point of dispatch shall be the Pilot's home except that during short periods of exceptionally heavy traffic, a Pilot may be required to report to another Pilotage assignment prior to returning to his home.
- b) For the purpose of this Agreement, the Pilot's place of employment shall be the Pacific Pilotage Authority Canada office, Vancouver, BC.

**ARTICLE 22 Marine Disaster**

- 1. a) Where a Pilot suffers loss of clothing or personal effects from a marine disaster or shipwreck during the course of his regular duty as a Pilot or while en-route to or from an assignment, he shall be reimbursed by the Authority for the loss of such clothing or personal effects.
- b) Any Pilot or his estate making a claim under this Article shall submit a signed affidavit listing the individual items lost or damaged and the replacement value of same.

**ARTICLE 23 Committee of Examiners**

- 1. There shall be a Committee of Examiners to carry out the function of such committee as set forth in the Pacific Pilotage Regulations.  
Such committee shall consist of:
  - a) Two (2) persons appointed by the Authority, one (1) of whom shall be Chairman of the Committee.
  - b) A Licensed Pilot appointed by the Representative Body of Licensed Pilots.
  - c) A Licensed Pilot appointed by the Authority.
  - d) A Master Mariner appointed by the Authority.

**ARTICLE 24 Authority Regulations**

- 1. The Authority agrees not to enact any Regulation that would in any manner lessen the value of this Agreement.
- 2. The By-Laws, Regulations and Orders-In-Council and amendments thereto, as may from time to time be made, insofar as these documents appertain to the terms and conditions of the employment of Pilots with the Authority, shall be made available to the Committee or each Pilot.

**ARTICLE 25 Temporary Suspensions**



1. a) If the President and CEO believes, on reasonable grounds, that the ability of a Pilot who is about to go on duty is impaired through the use of intoxicating liquor or narcotic drugs, he shall forthwith remove the Pilot's name from the Duty Roster without loss of pay and shall make a full investigation into the matter and submit a report thereof to the Chairman and a copy to the Pilot concerned.
  - b) If the President and CEO believes, on reasonable grounds, that a Pilot is or has been under the influence of intoxicating liquor or narcotic drugs while on duty, he may remove the Pilot's name from the Duty Roster without loss of pay and shall make a full investigation into the matter and submit a report thereof to the Chairman and a copy to the Pilot concerned.
  - c) The President and CEO may, with the approval of the Chairman, following consideration of a report made under Subsection (a) or (b) of this Article replace the Pilot's name on the Duty Roster.
2. A Pilot shall report to the President and CEO when at any time he becomes aware that, through defective eyesight or hearing, or through any other physical or mental disability, his fitness for duty is impaired.

#### **ARTICLE 26 Joint Consultations**

1. a) The Parties to this Agreement mutually agree that benefits will accrue to all concerned from frequent joint consultations on matters concerning the Pilotage service in Area 1. To this end, meetings may be held from time to time between the Officers of the Authority and the Pilots' Committee to discuss matters of common interest. (Except for Clauses (iii), (iv) and (v) of Sub-paragraph (c) hereof, these meetings shall be paid as per Article 19.1. (h). The expenses for such meetings shall be paid in accordance with the Authority's Travel Regulations. It is further agreed that such meetings may not always require attendance from a Representative of the Guild, but if the said Representative is not in attendance, the Chairman of the Pilots' Committee will keep the Secretary Treasurer of the Guild fully informed of such discussions that may occur.
- b) The Authority agrees it will not introduce any new By-Law or Regulation that will directly affect the Pilots covered by this Agreement without first discussing same with the Pilots' Committee. In cases of emergencies, the subject shall be discussed with the Pilots' Committee as soon thereafter as possible.
- c) The following subject matters shall be deemed to be appropriate for consultation between the Parties hereto during the term of this Agreement:
  - i) increase in the number of Pilots assigned;
  - ii) training, up-grading of Pilots and maintenance of Pilotage Standards;
  - iii) disability insurance and other group benefit plans for the Pilots;
  - iv) travel expense directives (Schedule "C" to the Agreement);
  - v) amendments required from time to time to the various Schedules to this Agreement;
  - vi) any other subject mutually agreed upon from time to time by the Parties to this Agreement.

### **ARTICLE 27 Pilots Office**

The Authority will provide, at the Authority's cost, a suitable office in a mutually agreed location. Such office shall be equipped with a suitable desk and seating.

### **ARTICLE 28 Assignments of Agreement**

The Parties shall not make any Agreement, transfer or assignment of this Agreement or of any rights arising hereunder, without their mutual consent in writing thereto.

### **ARTICLE 29 Education and Up-Grading**

If the Authority requires a Pilot to take an up-grading course, the costs of such course including out of pocket expenses shall be borne by the Authority. In addition, the Pilot's wages (two point two four [2.24] days) will be continued for each day while on such course.

### **ARTICLE 30 Effective Date and Duration of Agreement**

This Agreement shall be effective on February 1<sup>st</sup>, 2008 and shall remain in effect until January 31<sup>st</sup>, 2013. Four (4) months notice in writing may be given by either Party to the other any time after October 1<sup>st</sup>, 2012. After such notice has been given, specific proposals must be submitted and negotiations commenced.

### **ARTICLE 31 Medical Examination**

1. a) Each Pilot covered by this Agreement will have the choice of undergoing either an annual or biennial medical examination but not to exceed two (2) years in accordance with the General Pilotage Regulations.
- b) The Doctor's invoice for it is to be submitted to the Authority for payment and in addition if the Pilot is off-duty, expenses and a payment of four (4) hours at straight time. Pilots scheduled on-duty attending the annual medical will be reimbursed for one (1) assignment.

### **ARTICLE 32 Change in Regulations**

The Pilots' Committee and Guild are to be informed prior to any changes to the Pacific Pilotage Regulations which would affect the Fraser River Pilots.

### **ARTICLE 33 Court Leave**

Leave of absence with pay shall be given to every Fraser River Pilot other than a Pilot on leave of absence without pay, or under suspension, who is required:

- a) to be available for jury selection,
- b) to serve on a jury, or
- c) by subpoena or summons to attend as a witness in any proceedings held;
  - i) in or under the authority of Justice or Justice before a Grand Jury,
  - ii) before a Court, Judge, Justice, Magistrate or Coroner,
  - iii) before the Senate or House of Commons of Canada, or a Committee of the Senate or House of Commons otherwise than in the performance of the duties of his position,
  - iv) before a Legislative Council, Legislative Assembly or House of Assembly, or any Committee thereof that is authorized by law to compel the attendance of witnesses before it, or

- v) before an Arbitrator or Umpire, or a person or body of persons authorized by law to make an enquiry and to compel the attendance of witnesses before it.

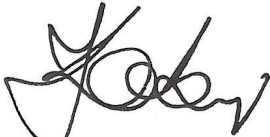



**ARTICLE 34 During the Term of Agreement**

The Authority will not take any steps to remove or support the removal or support any alteration of the Fraser River Pilots from the Superannuation Plan or any other of the benefits while this Agreement is in force without the prior agreement of the Guild.

**SIGNED, SEALED and DELIVERED**

**on behalf of the  
PACIFIC PILOTAGE AUTHORITY CANADA**

**on behalf of the  
CANADIAN MERCHANT SERVICE GUILD**

	
<i>Kevin Obermeyer – President &amp; CEO</i>	<i>Zulema Sanabria – Secretary Treasurer</i>
	
<i>Brian Young – Director of Marine Operations</i>	<i>Edd Langelier – Business Agent</i>
<p><b>Signed at Vancouver, BC</b>                      <b>this 2 day of</b>                      <i>April</i>                      <b>, 2013</b></p>	

**SCHEDULE "A"**

**Rates of Pay**

**Between: The Pacific Pilotage Authority Canada**

**And: The Canadian Merchant Service Guild**

**(Covering Pilots' employed in Area 1)**

1. The Authority shall pay to each Area 1, Class 1, Licensed Marine Pilot, the following rates of pay for the term of the attached Agreement:

	<b>Feb 1/13</b>	<b>Feb 1/14</b>	<b>Feb 1/15</b>	<b>Feb 1/16</b>	<b>Feb 1/17</b>	<b>Feb 1/18</b>	<b>Feb 1/19</b>
	<b>1.50%</b>	<b>2.50%</b>	<b>2.50%</b>	<b>2.75%</b>	<b>3%</b>	<b>3.25%</b>	<b>3.25%</b>
<b>Annual</b>	\$ 172,394.77	\$ 176,704.64	\$ 181,122.26	\$ 186,103.12	\$ 191,686.21	\$ 197,916.01	\$ 204,348.28
<b>Monthly</b>	\$ 14,366.23	\$ 14,725.39	\$ 15,093.52	\$ 15,508.59	\$ 15,973.85	\$ 16,493.00	\$ 17,029.02
<b>28 Day</b>	\$ 13,216.40	\$ 13,546.81	\$ 13,885.48	\$ 14,267.34	\$ 14,695.35	\$ 15,172.95	\$ 15,666.07
<b>14 Day</b>	\$ 6,608.20	\$ 6,773.41	\$ 6,942.74	\$ 7,133.67	\$ 7,347.68	\$ 7,586.48	\$ 7,833.04
<b>Calendar</b>	\$ 472.01	\$ 483.82	\$ 495.91	\$ 509.55	\$ 524.83	\$ 541.89	\$ 559.50
<b>Leave</b>	\$ 585.29	\$ 599.94	\$ 614.93	\$ 631.84	\$ 650.79	\$ 671.94	\$ 693.78
<b>Duty</b>	\$ 1,057.30	\$ 1,083.76	\$ 1,110.84	\$ 1,141.39	\$ 1,175.62	\$ 1,213.83	\$ 1,253.28
<b>Hourly</b>	\$ 88.11	\$ 90.31	\$ 92.57	\$ 95.12	\$ 97.97	\$ 101.15	\$ 104.44
<b>Double</b>	\$ 176.22	\$ 180.62	\$ 185.14	\$ 190.24	\$ 195.94	\$ 202.30	\$ 208.88

<b>Ops</b>	\$ 5,000.00	\$ 5,125.00	\$ 5,253.13	\$ 5,397.59	\$ 5,559.52	\$ 5,740.20	\$ 5,926.76
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For the years 2015 to 2020 the Pilot shall receive the listed wage increase percentage or CPI Vancouver index, whichever is greater.

2. Class II Licensed Marine Pilots shall receive eighty-six and one-half per cent (86½%) of the applicable sums specified in the above wage table during their first year of service.
3. Apprentice Pilots' shall receive eighty-four thousand one hundred twenty-two dollars (\$84,122.00) per annum and will be increased annually on January 1<sup>st</sup> by the Vancouver CPI for the preceding December. This amount includes vacation pay and will be paid bi-weekly during their term of service as an Apprentice Pilot.

In the event that the BC Coast Pilots negotiate an increase to the amount paid to Apprentice Pilots during the term of this Collective Agreement that increase shall apply to Fraser River Pilot Apprentices in the same manner it would apply to BC Coast Pilot Apprentices.





**SIGNED, SEALED and DELIVERED**

on behalf of the

**PACIFIC PILOTAGE AUTHORITY CANADA**

on behalf of the

**CANADIAN MERCHANT SERVICE GUILD**

	
<i>Kevin Obermeyer – President &amp; CEO</i>	<i>Zulema Sanabria – Secretary Treasurer</i>
	
<i>Brian Young – Director of Marine Operations</i>	<i>Edd Langelier – Business Agent</i>

**Signed at Vancouver, BC**

**this 2 day of**

**April**

**, 2013**

**SCHEDULE "B"**  
**Duty Roster**  
**To the Agreement**

**Between: The Pacific Pilotage Authority Canada**  
**And: The Canadian Merchant Service Guild**  
**(Covering Pilots' employed in Area 1)**

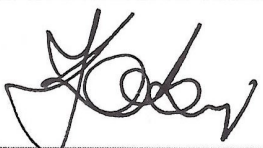



This Schedule shall be drawn up by the Authority after consideration and consultation between the Authority and the Pilots' Committee and in strict conformity with the provisions of the Collective Agreement.

The Chairman of the Pilots' Committee shall be provided with the monthly assignment sheets and expense accounts, in addition to a monthly list showing the number of days worked by each Pilot, including non-scheduled call-outs and accumulated credits, total days worked by each Pilot for the current Agreement year-to-date, as well as total assignments per Pilot for the Agreement year-to-date. In addition, each individual Pilot will be provided monthly accounts of his accumulated leave credits.

**SIGNED, SEALED and DELIVERED**

**on behalf of the**  
**PACIFIC PILOTAGE AUTHORITY CANADA**

**on behalf of the**  
**CANADIAN MERCHANT SERVICE GUILD**

	
<i>Kevin Obermeyer – President &amp; CEO</i>	<i>Zulema Sanabria – Secretary Treasurer</i>
	
<i>Brian Young – Director of Marine Operations</i>	<i>Edd Langelier – Business Agent</i>
<b>Signed at Vancouver, BC</b>	<b>this 2 day of April, 2013</b>

**SCHEDULE "C"**  
**Travel and other Expenses**  
**To the Agreement**

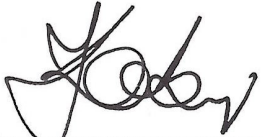



**Between: The Pacific Pilotage Authority Canada**  
**And: The Canadian Merchant Service Guild**  
**(Covering Pilots' employed in Area 1)**

1. If a Pilot is carried away due to circumstances beyond the control of the Authority and the Pilot concerned, he shall be entitled to claim the allowance as described in Subsection 2. of this Schedule. In addition, the Authority will reimburse the Pilot for receipted travel costs, including accommodation when required, to or from his place of employment as defined in Article 21.1. (b). It is agreed that air travel will be economy class.
2. Each Pilot shall be paid a reasonable sum, as agreed upon from time to time, to cover transportation from his place of dispatch to the vessel assigned and to return.
3. If a Pilot is required to act as a Member of the Examining Committee, he shall be paid two decimal two four (2.24) days pay plus expenses.

**SIGNED, SEALED and DELIVERED**

**on behalf of the**  
**PACIFIC PILOTAGE AUTHORITY CANADA**

**on behalf of the**  
**CANADIAN MERCHANT SERVICE GUILD**

	
<i>Kevin Obermeyer – President &amp; CEO</i>	<i>Zulema Sanabria – Secretary Treasurer</i>
	
<i>Brian Young – Director of Marine Operations</i>	<i>Edd Langelier – Business Agent</i>
<b>Signed at Vancouver, BC</b>	<b>this 2 day of April, 2013</b>

**LETTER of UNDERSTANDING #1**  
**Expenses**

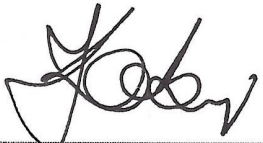



It is hereby understood that the amount referred to in Schedule "C", paragraph 2, of the Collective Agreement between the Pacific Pilotage Authority Canada and the Canadian Merchant Service Guild shall be one hundred fifty-three dollars (\$153.00) and shall be increased annually by the Vancouver CPI thereafter.

Included in expenses are travel, meals, cell phone, internet, fax and telephone line and printer costs.

**SIGNED, SEALED and DELIVERED**

**on behalf of the  
 PACIFIC PILOTAGE AUTHORITY CANADA**

**on behalf of the  
 CANADIAN MERCHANT SERVICE GUILD**

			
<i>Kevin Obermeyer – President &amp; CEO</i>	<i>Zulema Sanabria – Secretary Treasurer</i>		
			
<i>Brian Young – Director of Marine Operations</i>	<i>Edd Langelier – Business Agent</i>		
<b>Signed at Vancouver, BC</b>	<b>this 2 day of</b>	<b>April</b>	<b>, 2013</b>



**LETTER of UNDERSTANDING #2**  
**Professional Development Fund**

During the term of this Agreement the Pacific Pilotage Authority Canada agrees to provide a professional development fund as follows:

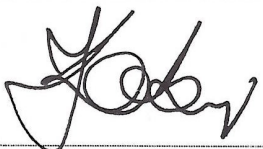

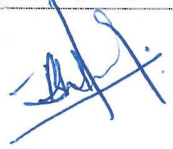

- Twenty-five thousand dollars (\$25,000.00) for the first three (3) years of the Agreement.
- Twenty-six thousand dollars (\$26,000.00) for the next three (3) years of the Agreement.
- Twenty-seven thousand dollars (\$27,000.00) in the final year of the Agreement.

These funds shall be available to the Fraser River Pilots' for the professional development projects and conferences as recommended by the Pilots' Committee.

**SIGNED, SEALED and DELIVERED**

**on behalf of the**  
**PACIFIC PILOTAGE AUTHORITY CANADA**

**on behalf of the**  
**CANADIAN MERCHANT SERVICE GUILD**

	
<i>Kevin Obermeyer – President &amp; CEO</i>	<i>Zulema Sanabria – Secretary Treasurer</i>
	
<i>Brian Young – Director of Marine Operations</i>	<i>Edd Langelier – Business Agent</i>

<b>Signed at Vancouver, BC</b>	<b>this 2 day of</b>	<b>April</b>	<b>, 2013</b>
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**LETTER of UNDERSTANDING #3**  
**Employment of Half-Time or Part-Time Pilots' – Area 1**

**Between: The Pacific Pilotage Authority Canada**  
**And: The Canadian Merchant Service Guild**  
**(Covering Pilots' employed in Area 1)**

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**PURPOSE**

The Parties to this Letter of Understanding agree it is to their mutual benefit for Licensed Area 1 Pilots' nearing retirement to have the option of being employed on a half (½) time basis (Part "A") and for the potential employment of retired Area 1 Pilots' on a part-time basis (Part "B").

**PART "A" – HALF-TIME PILOTS'**

**1. Eligibility**

An Area 1 Pilot who is eligible for retirement or would be eligible for retirement at the completion of his half-time service in accordance with the Public Service Superannuation Act and Regulations has the following options:

- a) retire with a lump sum payment for all leave accruals, or
- b) elect to become a Half-Time Pilot and work fifty per cent (50%) of the duty days normally assigned to a Full-Time Pilot and utilize any accrued leave credits (excluding sick leave credits) to cover the remaining fifty per cent (50%) of the duty days. A Half-Time Pilot remains in all other aspects a Full-Time Pilot until his leave credits have been used up. At that time he will be considered as having retired.

**2. Notification**

An Area 1 Pilot shall notify the Pacific Pilotage Authority Canada and the Pilots' Committee of his intention to become a Half-Time Pilot and the projected effective date.

**3. Conditions of Employment**

The terms and conditions of employment for a Half-Time Pilot will be those as contained in the Collective Agreement.

**4. Schedule**

In accordance with the provision of Article 16. (a) of the Collective Agreement, the Authority and the Pilots' Committee shall establish a work schedule that reflects the current full-time Pilots' schedule where the Half-Time Pilots' work fifty per cent (50%) of the work days. The working days shall be consecutive.

- 5.** A Half-Time Pilot remains in all other aspects a Full-Time Pilot until his leave credits (excluding sick leave credits) have been used up. At that time, he will be considered as having retired, unless the Pilots' Committee and the authority agree to allow the Pilot to return to full-time status, and they may do so before the Half-time Pilot has exhausted all of his leave credits.

## **PART "B" – PART-TIME PILOTS'**

### **1. Eligibility**

An Area 1 Pilot whose combined years of service and age total seventy (70) may apply to become a Part-Time Pilot.

### **2. Approval**

Approval of an application for employment of a Part-Time Pilot shall be subject to mutual agreement between the Pacific Pilotage Authority Canada and the Pilots' Committee subject to the provisions of Articles 5. (b) and 16. (a) of the Collective Agreement.

### **3. Conditions of Employment**

The terms and conditions of employment for a Part-Time Pilot are as laid out hereafter and will be contained in the Part-Time employment agreement for the period of employment.

Normally, approved Part-Time Pilot positions are for a period of six (6) months and are renewable subject to the termination provisions below.

### **4. Collective Agreement – Part-Time Pilots'**

All provisions of the Collective Agreement shall apply to Part-Time Pilots' except as noted below:

The following Articles from the Collective Agreement DO NOT apply to Part-Time Pilots':

- a) Special Leave: Article 9
- b) Pension and Other Benefits: Articles 15. (a), (b), (c), (d), (e), (f), (g), (h), (i)
- c) Annual Vacations: Article 17
- d) Statutory Holidays: Articles 18.1. (d)
- e) Court Leave: Article 33. (a) and (b)

### **5. Schedule**

In accordance with the provisions of Article 16. (a) of the Collective Agreement, the Authority and the Pilots' Committee shall establish a work schedule that reflects the current Full-Time Pilot's schedule where the Part-Time Pilot works fifty per cent (50%) of the work days. The working days shall be consecutive.

### **6. Remuneration**

A Part-Time Pilot will be paid bi-weekly based on fifty per cent (50%) of the calendar day rate times fourteen (14) days as shown in Schedule "A" of the Collective Agreement. In addition, a Part-Time Pilot shall receive sixteen per cent (16%) of the bi-weekly rate of pay in lieu of benefits plus vacation pay equivalent to his rate at retirement less the eight per cent (8%) that is currently contained in the annual salary (see attached Part-Time pay schedule).

### **7. Pension and Other Benefits**

The Part-Time Pilot will not be covered by the applicable benefit plans (Article 15) and will not participate in the Public Service Superannuation Plan. A Part-Time Pilot shall accrue sick leave credits at the rate of point eight seven five (.875) days for each month in which he receives five (5) days pay. Sick leave will only be granted to Part-Time Pilots' when they are ill on a day(s) he is scheduled to work.

8. **Statutory Holidays**

A Part-Time Pilot shall be credited with one point zero two six seven (1.0267) days leave for each month he is employed as a Part-Time Pilot. Part-Time Pilots' scheduled to be on duty on any of the identified holidays contained in Article 18.1. (a) of the Collective Agreement shall be paid at the time and one-half (1½) rate for that day.

9. **Termination**

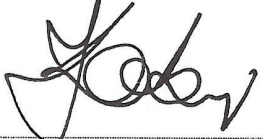



Part-Time Pilots' may terminate their Agreement with the Authority with written notice of one hundred twenty (120) days.

Where the Authority or the Pilots' Committee believes there exists a decrease in vessel traffic that is substantial and persistent to a degree that would justify reducing the Pilot numbers, then the Part-Time Pilots services may be terminated with one hundred twenty (120) days written notice.

**SIGNED, SEALED and DELIVERED**

**on behalf of the  
PACIFIC PILOTAGE AUTHORITY CANADA**

**on behalf of the  
CANADIAN MERCHANT SERVICE GUILD**

		
<p><i>Kevin Obermeyer - President &amp; CEO</i></p>	<p><i>Zulema Sanabria - Secretary Treasurer</i></p>	
		
<p><i>Brian Young - Director of Marine Operations</i></p>	<p><i>Edd Langelier - Business Agent</i></p>	
<p><b>Signed at Vancouver, BC</b></p>	<p><b>this 2 day of</b></p>	<p><b>April , 2013</b></p>

## PART-TIME CALCULATION of REMUNERATION

(Based on February, 2004 Rates)

1.	<b>Pilot with thirteen (13) to seventeen (17) years prior service (five [5] weeks vacation entitlement):</b>	
	➤ 50% of 14 day rate = calendar rate times 14 divided by two 2, or	
	➤ $\$357.43 \times 14 = \$5,004.02$ divided by 2 =	\$2,502.01
	➤ vacation pay (10% – 8%) 2% of \$2,502.01 =	\$50.04
	<b>SUB TOTAL</b>	<b>\$2,552.05</b>
	➤ benefits at 16% of \$2,552.05 =	\$408.33
	<b>TOTAL BI-WEEKLY =</b>	<b>\$2,958.38</b>
	<b>PROJECTED ANNUAL – \$2,958.38 x 26.089 =</b>	<b>\$77,181.12</b>
2.	<b>Pilot with 18 to 23 years prior service (6 weeks vacation entitlement):</b>	
	➤ 50% of 14 day rate = calendar day rate times 14 divided by 2, or	
	➤ $\$357.43 \times 14 = \$5004.02$ divided by 2 =	\$2,502.01
	➤ vacation pay (12% – 8%) 4% of \$2,502.01 =	\$100.08
	<b>SUB TOTAL</b>	<b>\$2,602.09</b>
	➤ benefits at 16% of \$2,602.09 =	\$416.33
	<b>TOTAL BI-WEEKLY =</b>	<b>\$3,018.42</b>
	<b>PROJECTED ANNUAL – \$3,018.42 x 26.089 =</b>	<b>\$78,747.56</b>
3.	<b>Pilot with over 24 years of service (7 weeks of vacation entitlement):</b>	
	➤ 50% of 14 day rate = calendar day rate times 14 divided by 2, or	
	➤ $\$357.43 \times 14 = \$5,004.02$ divided by 2 =	\$2,502.01
	➤ vacation pay (14% – 8%) 6% of \$2,502.01 =	\$150.12
	<b>SUB TOTAL</b>	<b>\$2,652.13</b>
	➤ benefits at 16% of \$2,652.13 =	\$424.34
	<b>TOTAL BI-WEEKLY =</b>	<b>\$3,076.47</b>
	<b>PROJECTED ANNUAL – \$3,076.47 x 26.089 =</b>	<b>\$80,262.05</b>

**NOTES:** Annual schedule includes four (4) weeks annual leave plus twenty four point six four (24.64) days for statutory holidays. For vacation purposes, the daily rates have included in them the minimum eight per cent (8%) vacation leave.

**LETTER of UNDERSTANDING #4**  
**Fraser River Pilots' Committee**

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The Pilots' Committee will be elected by mail-out ballot annually, per the Guild practices, to determine the Committee which will consist of a Chairman and three (3) Committee Members. The Chairman will be appointed by the Pilots' Committee subsequent to the election each year.

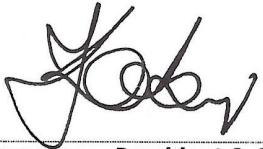

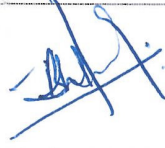

The purpose of the Committee will be to represent the Fraser River Pilots' in all operational matters affecting Pilotage in Area 1 and will meet on a semi-annual basis with the Authority to discuss matters of common interest in accordance with Article 26 of the Agreement.

Such meetings may not always require a Representative of the Guild, but if the said Representative is not in attendance, the Chairman of the Pilots' Committee will keep the Guild fully informed of such discussions as may occur.

**SIGNED, SEALED and DELIVERED**

**on behalf of the  
 PACIFIC PILOTAGE AUTHORITY CANADA**

**on behalf of the  
 CANADIAN MERCHANT SERVICE GUILD**

	
<i>Kevin Obermeyer – President &amp; CEO</i>	<i>Zulema Sanabria – Secretary Treasurer</i>
	
<i>Brian Young – Director of Marine Operations</i>	<i>Edd Langelier – Business Agent</i>
<b>Signed at Vancouver, BC</b>	<b>this 2 day of April, 2013</b>

**LETTER of UNDERSTANDING #5  
Tethered Tug Operations in the Rivers**

**Between: The Pacific Pilotage Authority Canada**  
**And: The Canadian Merchant Service Guild**

It is hereby understood and agreed by the Parties signatory to this Letter of Understanding that in the event that petroleum tankers commence operating in the river that the following will occur:

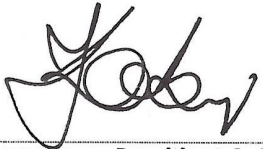



1. The Proponent will undertake to provide a digitized version of the proposed dock including changes to the sea bed in the vicinity of the dock.
2. A full risk assessment including full mission bridge simulation prior to the first tankers arrival will be undertaken by the Pilots and funded by the proponent.
3. All recommendations including the need for tethered tugs coming out of this risk assessment and simulation will be discussed and shared with the Port and the proponent and operational guidelines agreed upon.
4. All training required by the Pilots (including tethered tug training) following the risk assessment and simulation will be funded by the proponent.
5. The outcome of the risk assessment and operational guidelines will determine the need to re-open this agreement to address any concerns about additional payments to the Pilots for an increased level of complexity and expertise required for the operation of these vessels.

It is also acknowledged that this Letter of Understanding is an agreement to address the issue of tankers but is not in itself a guarantee of additional payments as a result of tankers commencing operations in the river, merely an acknowledgement that the Parties agree to discuss the issue of risk mitigation and possible compensation.

**SIGNED, SEALED and DELIVERED**

**on behalf of the  
PACIFIC PILOTAGE AUTHORITY CANADA**

**on behalf of the  
CANADIAN MERCHANT SERVICE GUILD**

	
<i>Kevin Obermeyer – President &amp; CEO</i>	<i>Zulema Sanabria – Secretary Treasurer</i>
	
<i>Brian Young – Director of Marine Operations</i>	<i>Edd Langelier – Business Agent</i>
<b>Signed at Vancouver, BC</b>	<b>this 2 day of April, 2013</b>

**LETTER of UNDERSTANDING #6**

**Item #7 - April 25, 1986**

**Between: The Pacific Pilotage Authority Canada |Fraser River Pilots Association**  
**And: The Canadian Merchant Service Guild**



**Canadian Merchant Service Guild**

A NATIONAL ASSOCIATION OF  
MASTERS - MATES - PILOTS - ENGINEERS AND OTHER MARINE OFFICERS

INTERNATIONAL MARITIME PILOTS' ASSOCIATION      AFFILIATED WITH      CANADIAN LABOUR CONGRESS      INTERNATIONAL TRANSPORT WORKERS FEDERATION

WESTERN OFFICE  
230 WEST BROADWAY  
VANCOUVER, B.C. V5Y 1P7  
TELEPHONE 872-7811  
TELEX 0455631

NATIONAL OFFICE  
1150 MORRISON DRIVE  
OTTAWA, ONTARIO K2H 8S9  
TELEPHONE 829 9531  
TELEX 0534780

EASTERN OFFICE  
3235 GRANBY AVENUE  
MONTREAL, P.Q. H1N 2Z8  
TELEPHONE 254-4571  
TELEX 05828754

DELIVERED BY HAND

Vancouver, B. C.,  
12th May 1986.

PACIFIC PILOTAGE AUTHORITY,  
Third Floor,  
300 - 1199 West Hastings Street,  
VANCOUVER, B. C. V6E 4G9

Attention: Captain V.D. Fry,  
Superintendent of Operations.

Dear Sir:

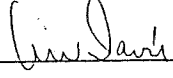
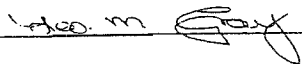
In the matter of the Memorandum of Agreement between the  
PACIFIC PILOTAGE AUTHORITY, The FRASER RIVER PILOTS ASSOCIATION  
and the CANADIAN MERCHANT SERVICE GUILD, specifically Item 7  
dated 25th day of April 1986.

In regards to the above cited matter this letter will constitute  
final notification that:-

"During the term of this Agreement no ships will  
be delayed due to a shortage of Fraser River Pilots  
if it is within the power of the Fraser River  
Pilots Association and the Canadian Merchant  
Service Guild to prevent it.  
This letter to be attached to the Collective  
Agreement to be signed May 12th 1986."

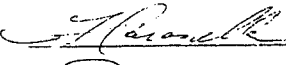
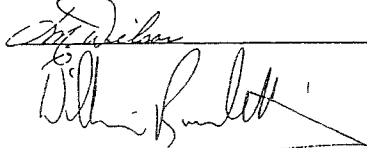
Yours truly,

ON BEHALF OF THE  
CANADIAN MERCHANT SERVICE GUILD,

LMG:b  
oteu 15

ON BEHALF OF THE  
FRASER RIVER PILOTS ASSOCIATION

# COLLECTIVE AGREEMENT

## PACIFIC PILOTAGE AUTHORITY CANADA



### *The Canadian Merchant Service Guild*

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

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