# COLLECTIVE AGREEMENT

# **BETWEEN:**

# The Canadian Merchant Service Guild

(hereinafter referred to as the "Guild")



AND:

# Pacific Pilotage Authority Canada Launch Masters & Engineers

(hereinafter referred to as the "Company")

Pacific P Authority

Pacific PilotageAdministration de PilotageAuthority Canadadu Pacifique Canada

EFFECTIVE DATE 03257(11) April 1, 2018 – March 31, 2023

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# **COLLECTIVE AGREEMENT**

#### BETWEEN: THE CANADIAN MERCHANT SERVICE GUILD

(hereinafter called the "Guild")

Representing the Pilot Launches consisting of the Launch Masters, Launch Engineers, Shore Engineers, Small Vessel Machinery Operators (SVMO) and Officers in Training (OIT) employed by the Pacific Pilotage Authority Canada, (hereinafter collectively called "Officers")

AND: PACIFIC PILOTAGE AUTHORITY CANADA

(hereinafter called the "Authority")

#### PREAMBLE

WHEREAS the general purpose of this Agreement is to ensure for the Authority, the Guild and the said Officers the full benefits of orderly and legal collective bargaining, and to ensure to the utmost extent possible, the safety and physical welfare of the Officers and the good standards of service to be rendered by them.

NOTWITHSTANDING any Article of this Agreement between the Pacific Pilotage Authority Canada and the Canadian Merchant Service Guild, the provisions, as provided in "An Act Respecting Pilotage" referring to the Pacific Pilotage Authority Canada, employee status and benefits, shall take precedence.

#### **ARTICLE 1**

#### Authority of the Launch Master

1.01 Nothing in this Agreement shall be construed in a manner that tends in any way to impair the lawful authority of the Launch Master under the *Canada Shipping Act* 2001.

#### **ARTICLE 2**

#### Recognition

- 2.01 The Authority recognizes the Guild as the sole bargaining Agent for all of the Officers employed on Pilot Launches owned and/or operated by the Authority, subject to the provisions of the Canada Labour Code.
- 2.02 Effective the last pay period of each month, the Authority shall deduct from the wages due and payable each Officer coming within the scope of this Agreement, an amount equal to the uniform monthly Membership fees and any assessments of the Guild. The amount so deducted shall only be changed during the term of this Agreement to conform with changes in the amount of the regular fees of the Guild in accordance with its Constitution and-By-Law. The Authority will deduct initiation dues and remit same to the Guild upon receipt of proper authorization from the Employee concerned.

- 2.03 All deductions required under Clause 2.02 will be forwarded to the Guild, attention of the Secretary Treasurer, Suite #130 815 First Street, New Westminster, BC, within sixty (60) days, together with a list, showing the month and the name of the Officers to whom said deductions are to be credited.
- 2.04 Notwithstanding Articles 8 and 20, the existence of this Agreement will not reduce in any way the privileges or pay of any of the Officers as existed prior to the signing of this Agreement, unless mutually agreed to by the Authority and the Guild.
- **2.05** Except to the extent provided herein, this Agreement in no way restricts the Authority of those charged with managerial responsibilities of the Authority.
- 2.06 The Authority will, subject to the provisions hereafter set out, employ Members of the Guild in good standing for its marine operation. On request, the Guild will advise the Authority the names of its Members available for employment. If the Guild is unable to supply a person suitable to the Authority, within a seven (7) day period, the Authority shall have the right to obtain an Officer elsewhere. If other than a Guild Member is employed in any position covered by this Agreement, the Authority will advise the Guild.
- 2.07 Any of the Officers not obtained through the Guild, and not Members of same, shall, as a condition of employment, make application to the Guild for Membership within thirty (30) days after commencing with the Authority.

#### Warranty of Continuous Service

- **3.01** The Guild, recognizing the necessity of maintaining an uninterrupted operation of Pilot Launches operated by the Authority, undertakes on behalf of the Guild and its Members, to maintain and continue operation insofar as the positions of the Officers are concerned on the above mentioned Pilot Launches.
- **3.02** There shall be no strikes, lock-outs, tie-ups, slowdowns or stoppage of work for any cause during the term of this Agreement. It is the intent of the Authority and the Guild that all continuous controversies, regardless of their nature, shall be finally settled amicably and harmoniously under the terms of this Agreement.
- **3.03** The Authority agrees not to discriminate against or employ any discriminating methods against any of the Officers or their Representatives or against any of the Officers acting on behalf of the Guild, for their activities on behalf of/or for the Membership in the Guild. The Guild on its behalf, and on behalf of its Members, agree not to discriminate against Employees of the Authority who are not Members of the Guild.

**3.04** Refusal to pass through or work behind a picket line, which has not been found to be illegal, shall not be construed as a violation of this Agreement.

### **ARTICLE 4**

#### Joint Consultation

- 4.01 The Parties acknowledge the mutual benefits to be derived from joint consultations.As such, both Parties commit to semi-annual meetings.
- **4.02** Station representation is required for certain Authority committees, as indicated in their respective terms of reference. Assigned Officers or designates from the Pilot launch stations shall endeavour to attend such meetings.

### **ARTICLE 5**

# Interpretation

**5.01** Any clarification which is mutually agreeable to the Parties hereto may be made and incorporated as an addendum to this Agreement at any time during the life of this Agreement. Any such clarification shall be in writing and signed by the Parties hereto.

# **ARTICLE 6**

### **Bulletin Board Space**

**6.01** The Authority agrees that the Guild shall be allowed the use of a Notice Board for the posting of Official Guild Notices.

# **ARTICLE 7**

# Seniority

**7.01** For the purpose of this Article, there shall be two (2) kinds of seniority:

# 1. Service Seniority:

Being the length of service with the Authority as an Officer.

# 2. Category Seniority:

Being the length of service with the Authority within their current category.

# 3. Officer Categories:

- a) Full-Time Launch Master.
- b) Part-Time Launch Master.
- c) Full-Time Engineer.
- d) Part-Time Engineer.
- e) Full-Time Small Vessel Machinery Operator (SVMO).
- f) Part-Time Small Vessel Machinery Operator (SVMO).
- g) Officers in Training.

- Part-time Officers shall acquire seniority upon completion of ninety (90) shifts.
   These shifts are exclusive of requested sick leave, special leave, WCB leave, training or any other non-operational work.
  - 1. Category Seniority for call-out purposes commences from the first shift completed.
  - 2. During the probationary employment period, the part-time Officer will be scheduled in order of their category seniority date.
  - 3. It is understood that a part-time Officer may be rejected and/or terminated if their performance is not judged to be of the standard required for the position.
  - 4. Upon completion of the ninety (90) shifts, the part-time Officer will have their service seniority date, and the category seniority date recognized by the Guild as the date of appointment to the current category.
- 7.03 A seniority list of all the Officers covered by this Agreement showing the name, rank or position held, date of service and the date of appointment to the category shall be prepared immediately following the signing of this Agreement, a copy of which shall be forwarded to the Guild. The seniority list shall be brought up-to-date not later than January 31<sup>st</sup> of each year.
- **7.04** For seniority purposes, the service seniority date shall govern all benefits as set out in this agreement. Except where it is found necessary to demote an Officer as a result of a reduction in service, then in such case, the category seniority date of appointment to the category shall be the governing factor in such demotion. The last person appointed would be the first to be demoted.
- 7.05 All appointments to full-time Officer will be subject to a six (6) month probationary working period, during which an Officer may be rejected or reverted to his/her former position, if his/her performance is not judged to be of the standard required for the position. The Authority shall be the sole judge of the performance. All new hires will be considered to be an Officer in Training (OIT) as a Launch Master, Small Vessel Machinery Operator and/or Engineer, during the training period. The category seniority for the Officer will commence on their first (1<sup>st</sup>) day of work as an Officer, following the training period, within their respective category. The training wage will be as per the respective category.

# 7.06 Seniority Rights

All vacancies are to be posted to allow other Officers to apply. Appointments to regular job vacancies shall be made based on category seniority subject to qualifications and demonstrated ability. Should there be multiple eligible applicants with the same category seniority, service seniority will apply. Should there be no applicants from within the category; eligible applicants from other categories will be considered based on service seniority and subject to qualifications and demonstrated ability, which will be decided by the Authority.

Prior to hiring a full-time Officer, they will be required to undergo a medical and bio-psychological assessment unless said Officer has previously undergone this assessment required by the PPA. The cost of relocation shall be borne by the Officer where the relocation is at the request of the Officer, or the costs shall be borne by the Authority where relocation is at the request of the Authority, or is the result of a layoff.

Temporary relief assignments of one (1) cycle or less will be filled by in-station relief Officers. All subsequent cycles will be posted coast wide. Cycles are as outlined in Appendix "B" for each pilot station. Any costs incurred shall be the responsibility of the Officer.

Part-time Officers not working any shifts in a twelve (12) consecutive month period and part-time Officers declining seven (7) work opportunities without a "valid reason" shall be terminated and deleted from the seniority list.

Valid reasons for declining work opportunities are:

- A part-time Employee who is scheduled to work but requested sick leave.
- A part-time Employee who is scheduled to work but requested special leave.
- A part-time Employee on mutually-agreed upon and pre-approved time away; and
- Any other reason, deemed valid at the sole discretion of the Authority, which may not be captured in the above three bullets.
- **7.07** The above shall not in any way interfere with the Authority's rights to discharge for cause, nor shall anything in this Clause preclude the adoption by the Authority of a compulsory retirement age for their Officers.

#### **ARTICLE 8**

#### The Authority Staff Rules and Regulations

8.01 The Pacific Pilotage Authority Canada Policies and Procedures as well as any Rules and Regulations in force from time to time and not inconsistent with this Agreement, shall govern working conditions of the Officers. Copies of such Rules and Regulations and Policies and Procedures shall be provided to the Guild.

## Hours of Duty

- 9.01 The principle of the thirty-seven and one-half (37½) hour work week is recognized by this group on the basis of one point two four (1.24) days leave for each day worked. Hours may be scheduled so that an Officer works an average of forty-two (42) hours per week. The work schedules are those set out in Appendix "B" and the following general rules shall apply:
  - Officers may exchange one twelve (12) hour shift, or part thereof, provided 1. there is no additional cost to the Authority and there is no conflict with the Safe Manning Regulations. If two or more Officers expect to be remunerated for a part-exchange of the same twelve (12) hour shift, each Officer will be paid for their hours worked at the appropriate (shift) rate and the combined remuneration time will not exceed twelve (12) hours. When two or more Officers agree to exchange one twelve (12) hour shift, or part thereof, as described in the previous paragraph, Clauses 9.01 (5), and 10.01, 10.02, 10.03, 10.04, 10.05 and 10.06 do not apply. It is recognized that Officers filling in for other Officers, or trading shifts, are responsible to determine if they are trading time with the duty Officer, or if they are being paid by the PPA Authority for that time and under no circumstances will the PPA Authority be responsible for additional costs due to misunderstandings on the part of any Officer regarding this matter. Clause 7.06 will apply when two (2) or more consecutive, twelve (12) hour shifts are given up by an Officer.
  - The Authority agrees that it will not cancel any shifts, without at least five
     (5) days' notice, except due to unforeseen circumstances beyond the control of the Authority.
  - 3. The forty-two (42) hour work week represents one (1) day off for each day worked and the thirty-seven and one-half (37½) hour week represents one point two four (1.24) days off for each day worked. Leave will not be allowed to accumulate in excess of forty-five (45) Laydays.
  - 4. The Authority reserves the right to establish the shifts to provide for the most efficient operation of the Pilot Launches.
  - 5. When a Part-Time Officer is required to work in relief of another Officer, he/she shall be paid for the full shift.

# **ARTICLE 10**

#### Overtime

- **10.01** Time worked in excess of regular hours shall be paid at the rate of double time (2x).
- **10.02** Overtime shall be calculated at a minimum of one (1) hour, and one-half (½) hour increments thereafter. If more than one (1) hour of overtime is incurred, then the first and subsequent hours shall be paid at double (2x) the straight time hourly rate.

- When an Officer is required to return to duty on a scheduled workday, except when immediately prior to or following his working shift to provide relief for another Officer, he shall be paid in accordance with Clause 10.01, with a minimum of four (4) hours at the overtime rate.
- **10.04** Multiple call-outs shall be deemed to be continuous when there is not four (4) continuous hours of rest between assignments.
- **10.05** Officers called to work outside normal working hours for non-operational purposes will be paid for a minimum of four (4) hours at straight time rates. For the purpose of this Agreement, non-operational shall mean any work not carried out on the vessel and could include "dry-dock work", training required by an outside Authority, and meetings where attendance is not mandatory.
- **10.06** When a full-time Officer is required to work in relief of another Officer on a non-scheduled work day, he shall receive double (2x) time for the shift worked.
- **10.07** At the request of the Officer, accumulated overtime will be paid in cash or converted to compensatory leave.
- **10.08** Any work which appears to be necessary for the safety of the Pilot Launch or crew shall be performed at any time on immediate call by all Officers, and notwithstanding any provisions of this Agreement which might be construed to the contrary, in no event shall overtime be paid for work in connection with such emergency duties, of which the Launch Master shall be the sole judge.
- 10.09 Officers shall be allowed a meal break of thirty (30) minutes within the one-half (1/2) hour each way after seven (7) continuous hours in a twelve (12) hour shift, and such break can be taken while the vessel is underway. In the event that this thirty (30) minute break does not occur, the Officer will be paid one-half (1/2) hour at the overtime rate.

**10.10** For any shift where an Authority owned launch is not carrying a fourth class Engineer or higher, the Officers on shift shall not be required to change lube oil filters or lube oil or to carry out repairs to main engines, generators, water-jets (excluding clearing debris) or ancillary equipment (such as sewage pumps, bilge pumps, etc.).

If the Officers are able to carry out such repairs or maintenance, they will be compensated at the regular rate for each one-half ( $\frac{1}{2}$ ) hour or part thereof so worked in addition to their regular wage for such shift.

Any such work will require pre-approval from the Shore Engineer, Assistant Director, Marine Operations or the Director, Marine Operations, and the details entered in the engine and deck log books.

Pay

#### 11.01 Pay Periods

Shall be two (2) weeks, and pay day will be each alternate Wednesday.

#### 11.02 Pay Statements

The Authority shall provide each of the Officers with a statement of earnings for each pay period, showing the position for which the Officer is being paid. The gross earnings, details of deductions and a monthly statement showing the leave accumulated as a result of working additional shifts, sick leave and statutory holidays. The Authority shall also advise in writing, within ten (10) business days of the pay period closing, each Officer of any incident where he is not paid in accordance with the time sheet submitted by the Officer.

#### 11.03 Pay for Acting Senior Positions

Any Officer covered by this Agreement who is temporarily officially appointed to carry out the duties incident to a position senior to that which he normally holds, shall be paid the going rate of such senior position for the time worked in such position.

A part-time Officer covering a full-time Officer's schedule for more than one (1) cycle shall not be called for work off of the part-time list. In the event that they are called in as a result of a lack of relief Officers, they shall receive overtime for such additional work.

**NOTE:** The intent behind this is that it is confined to those Officers using up vacation time pending retirement or who are on long-term disability, and whose shifts are being covered by a relief Officer on a full-time basis.

#### 11.04 Pay for Engine Room Checks

A Launch Master that has undergone the Officer-in-Training (OIT) engine maintenance program will be eligible for one-half (½) hours pay at straight time in addition to his/her normal shift pay if there is no Engineer or OIT on shift. This applies to new launches acquired following the ratification of the 2005 Collective Agreement.

# 11.05 Pay

Each person who is employed in a casual or relief position shall receive sixteen per cent (16%) of gross salary, exclusive of holiday pay and overtime, in lieu of benefits paid in accordance with this Agreement.

Benefits applicable to casual or relief Employees contained in this sixteen per cent (16%) include, but are not limited to:

- Public Service Pension Plan
- Dental Plan
- BC Medical Plan
- Disability Insurance
- Death Benefits
- PSHCP Extended Health Plan

When a casual/relief Employee fills in full-time for an individual, and working continuously in a regularly scheduled shift for more than six (6) months, when becoming a full-time indeterminate Employee, the individual could be eligible for pension buy-back for that period of time. Should the Public Service Pension Centre allow PPA Employees to buy-back past work as pensionable service, the Employees are responsible to pay both the Employees portion and the Employer's portion of the buy-back costs.

# 11.06 Relief Vacation Entitlement

Each person who is employed in a casual or relief position shall receive six per cent (6%) of gross salary in lieu of vacation.

## **ARTICLE 12**

# Wages

**12.01** Wages are paid every second Wednesday at the specified rates on the effective dates as set out in Appendix "A".

# **ARTICLE 13**

#### Statutory Holidays

**13.01** Each Officer shall be granted the following paid statutory holidays:

New Year's Day	ew Year's Day Family Day		
Easter Monday	Victoria Day	Canada Day	
BC Day	Labour Day	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 holiday.

- **13.02** If an Officer 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 shall be accumulated as compensatory leave.
- **13.03** For each statutory holiday not worked, an Officer shall receive a regular day's pay and leave for such day.

13.04 Notwithstanding the foregoing, each Officer covered by the Agreement shall accumulate as compensatory leave in total of twenty-six point eighty-eight (26.88) days leave per annum in lieu of all statutory holidays. In addition, Officers scheduled on duty on any of the identified holidays shall be paid the rate of time and one-half (1½). Where a day that is a statutory holiday for an Officer falls within a period of sick leave with pay, that day shall count as a holiday and not as a day of sick leave. Such compensatory leave shall be liquidated in equivalent time off (an additional one point one two [1.12] days). Examples of earnings and credits are as follows:

	Regular Pay	Stat	Layday	Stat	Sick	Special	Annual
Full-Time Crew	(included in	Рау	Bank	Bank	Bank	Leave	Leave
	salary)						
Work Statutory Holiday	1	1.12	1.24	2.24			
Sick on Scheduled Stat	1		1.24	2.24	-1		
Holiday							
Special Leave taken on	1		0	2.24		-1	
Scheduled Stat Holiday							
Special Leave Not Scheduled	1		0	2.24		-1	
on Stat Holiday							
Annual Leave Falls on Stat	1		0	2.24			-1
Holiday (Scheduled or not							
Scheduled)							
Did Not Work Stat Holiday	1		-1	2.24			

Relief Crew	Regular Pay	Statutory Pay	Sick Bank	Special Leave
Work Statutory Holiday	2.24	1.12 + 2.24		
Sick on Scheduled	2.24		-1	
Statutory Holiday				
Special Leave taken on	1			-1
Scheduled Statutory				
Holiday				
Special Leave Not	N/A			
Scheduled Stat				
Annual Leave falls on	N/A			
Statutory Holiday				
(scheduled or not				
Scheduled)				
Did Not Work Statutory		2.24		
Holiday		(if 10 or more shifts worked		
		within the previous 30 days		
		of the Stat)		
		or		
		# of shifts x 2.24 x 1/20 (if		
		less than 10 shifts worked		
		within the previous 30 days		
		of the Stat)		

#### Annual Leave

14.01	An Officer shall earn vacation leave on the following basis:
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Employment Duration	Annual Vacation	Annual Vacation Pay
less than six (6) years of service	three (3)	six per cent (6%) of gross
	weeks	annual earning
more than six (6) but less than	four (4)	eight per cent (8%) of gross
twelve (12) years of service	weeks	annual earnings
more than twelve (12) but less	five (5)	ten per cent (10%) of gross
than eighteen (18) years of service	weeks	annual earnings
more than eighteen (18) but less	six (6)	twelve per cent (12%) of
than twenty-four (24) years of	weeks	gross annual earnings
service		
more than twenty-four (24) years	seven (7)	fourteen per cent (14%) of
of service	weeks	gross annual earnings

When an Officer's actual gross earnings for the year exceeds the annual wage stipulated in the wage tables, a vacation pay adjustment is paid to the Officer each year.

- Three (3) weeks, and shall be allowed vacation pay of six per cent (6%) of his gross wages earned during each year if he has completed less than six (6) years of continuous employment.
- Four (4) weeks, and shall be allowed vacation pay of eight per cent (8%) of his gross wages earned during each year effective from the date of his completion of six (6) years of continuous employment.
- 3. Five (5) weeks, and shall be allowed vacation pay of ten per cent (10%) of his gross wages earned during each year effective from the date of his completion of twelve (12) years of continuous employment.
- 4. Six (6) weeks, and shall be allowed vacation pay of twelve per cent (12%) of his/her gross wages earned during each year effective from the date of his/her completion of eighteen (18) years of continuous employment.
- 5. Seven (7) weeks, and shall be allowed vacation pay of fourteen per cent (14%) of his/her gross wages earned during each year effective from the date of his/her completion of twenty-four (24) years of continuous employment.
- 14.02 The Authority shall make every reasonable effort to grant and schedule an Officer his vacation leave during the year it is earned. Where in any year an Officer has not been granted all of the vacation leave credited to him, the unused portion shall be carried over into the following year only. For the purposes of this paragraph, "year" means April 1<sup>st</sup> to March 31<sup>st</sup>. The Authority reserves the right to establish the vacation schedule to the desires of the Officer concerned. The Authority agrees to continue the practice of granting vacation leave on a rotational basis where operational requirements permit.
- **14.03** Prior to taking leave, an Officer shall be advised of the amount of accrued leave remaining to his credit for the year.

- **14.04** When in respect of any period of vacation leave an Officer is granted sick leave on production of a medical certificate, the period of vacation leave so displaced shall either be added to the vacation period, if requested by the Officer, and approved by the Authority, or reinstated for use at a later date.
- **14.05** The Authority shall make every reasonable effort to assign available Officers in such manner that an Officer who is on vacation leave is not recalled to duty.
- **14.06** Where, during any period of vacation leave, an Officer is recalled to duty, he/she shall be reimbursed for reasonable expenses that he/she incurs:
  - 1. In proceeding to his/her place of duty, and
  - 2. In returning to the place from which he/she was recalled if he immediately resumes vacation upon completing the assignment for which he/she was recalled, after submitting such accounts as are normally required by the Authority.
- **14.07** The Officer shall not be considered as being on vacation leave during any period in respect of which he/she is entitled under Clause 14.06 to be reimbursed for reasonable expenses incurred by him/her.
- **14.08** The Authority agrees that should the vacation leave of the Authority's other Pilot Launch Employees be extended beyond that provided in Clause 14.01 of this Agreement, then such vacation leave in Clause 14.01 shall be increased to the same extent.

# Sick Leave

#### 15.01 Credits

An Officer shall earn sick leave credits at the rate of one and one quarter (1¼) days, equivalent to fifteen (15) hours total, for each calendar month for which he/she receives pay for at least ten (10) days. Sick leave shall be cumulative from year to year to a maximum of three hundred sixty-five (365) sea days. With respect to the above limit, if after accessing sick days, an Employee's bank falls below the maximum allowable three hundred sixty-five (365) sea days, he/she will again start accumulating sick days at the above rate until such time as the maximum days are reached.

As per ratification in 2005, any Officer exceeding the three hundred sixty-five (365) maximum will maintain that balance until such time as he accesses sick leave and begins using the bank. Once the balance falls below three hundred sixty-five (365) sea days, the Officer will once more begin accumulating sick days to a maximum of three hundred sixty-five (365) sea days.

# 15.02 Granting of Sick Leave

An Officer is eligible for sick leave with pay when he is unable to perform his duties because of illness, or injury provided that:

- 1. He satisfies the Employer of this condition in such manner, and at such time as may be determined by the Employer, and
- 2. He has the necessary sick leave credits.

**15.03** If the period of sick leave requested does not exceed five (5) days, and unless otherwise informed by the Employer, the Officer must submit a time-off request through the Authority's time and attendance system.

The Employer may request a certificate from a Health Practitioner for period of illness or injury exceeding three (3) consecutive working days or for any days following five (5) uncertified occurrences. An occurrence is considered to be one (1) to three (3) days of uncertified illness.

If the Officer does attend a physician, regardless of the period of illness, they should request a note from the Doctor stating that they are ill. The cost of any medical statements required by an Authority Manager shall be paid by the Authority. For purposes of compensation, this will be considered non-operational, and the Officer shall be paid in accordance with Clause 10.05 plus travel expenses.

- **15.04** An Officer is only eligible for sick leave with pay during scheduled on duty shifts or in respect to Clause 15.07.
- **15.05** When an Officer has insufficient or no leave credits to cover the granting of sick leave with pay under the provisions of Clause 15.01 and 15.02, sick leave with pay may, at the discretion of the Employer, be granted:
  - 1. For a period of up to twenty-five (25) days if he/she is awaiting a decision on an application for injury-on-duty leave, or
  - For a period of up to fifteen (15) days if he/she has not submitted an application for injury-on-duty leave.
     Subject to the deduction of such advanced leave from any sick leave credits subsequently earned.
- **15.06** When an Officer is granted sick leave with pay, and injury-on-duty leave is subsequently approved for the same period, it shall be considered, for the purpose of the record of sick leave credits, that the Officer was not granted sick leave with pay.
- **15.07** Where, in respect of any period of annual leave or compensatory leave, an Officer is granted sick leave on production of a medical certificate, the period of leave so displaced shall be reinstated.
- **15.08** When an Officer is granted sick leave with pay but is able to attend a Company meeting, he/she will be remunerated either for a sick day or for attending the meeting, not both. The Officer will inform the Authority of his/her choice of remuneration in these circumstances.

### 15.09 Sick Benefits for Part-Time and Relief Officers

Part-time relief Employees may access sick days as follows:

- 1. Part-time relief Employees will earn one point two five (1.25) sick leave days for every one hundred fifty (150) hours of straight time twelve (12) hour shifts worked (i.e.: twelve point five [12.5] shifts of twelve [12] hours each earns one point two five [1.25] sick days), to a maximum of fifteen (15) sick days per year.
- 2. Sick leave will only be granted during the actual period of employment (i.e.: scheduled shifts), and the Employee requesting this leave must comply fully with the provisions of Clause 15.02 and 15.03.
- 3. The part-time relief Employee must be scheduled by at least the previous day of the shift in question.
- 4. There will be a maximum of one (1) paid sick day per shift in each job classification and geographical location. For example, if the first scheduled part-time relief Employee called for a shift is ill, the second and subsequent part-time relief Employee will not be entitled to sick leave benefits. The intent of this provision is to stop multiple part-time relief Employees from claiming sick leave at the same time.
- 5. With respect to part-time Officers on long term sick leave, after twenty-eight (28) days the Authority will pay up to thirty-seven and one-half (37<sup>1</sup>/<sub>2</sub>) hours per two (2) week period by mutual agreement between the Guild, the Authority and the Officer and will be based upon the Officers previous year's earnings.

# ARTICLE 16

#### Other Leave

#### 16.01 Special Leave

The granting of special leave shall be determined as follows:

# 16.02 Marriage Leave

After the completion of one (1) year's continuous employment with the Authority, an Officer who gives the Employer at least five (5) days' notice shall be granted, subject to operational requirements, special leave with pay equivalent to seven (7) calendar days, for the purpose of getting married.

#### 16.03 Bereavement Leave

For the purpose of this Clause and Clause 16.05, immediate family is defined as father, mother, brother, sister, spouse, child of the Officer, father-in-law, mother-in-law and relative permanently residing in the Officer's household or with whom the Officer permanently resides.

 Where a Member of his immediate family dies and it is practical for the Officer to leave and rejoin the Pilot Launch, he shall be entitled to special leave with pay for a period of up to four (4) days, and not extending beyond the day following the funeral and may, in addition, be granted up to three (3) days special leave for the purpose of travel.

- 2. In special circumstances and at the request of the Officer, Bereavement Leave may be extended beyond the day following the day of the funeral but the total number of days granted must be consecutive and no greater in number than those provided for above, and must include the day of the funeral.
- 3. An Officer is entitled to special leave with pay up to a maximum of one (1) day, if it is practical for him to leave and rejoin the Pilot Launch, in the event of the death of the Officer's grandparents, son-in-law, daughter-in-law, brother-in-law, sister-in-law and grandchild for purposes related to the death.

# 16.04 Leave for Birth of Child

At the discretion of the Employer, a male Officer may be granted special leave with pay up to a maximum of two (2) days, on the occasion of the birth of his son or daughter.

# 16.05 Leave for Other Reasons

At the discretion of the Employer, special leave with pay may be granted, when circumstances not directly attributable to the Officer, including illness in the immediate family, as defined in Clause 16.03, prevent his reporting for duty.

# 16.06 Court Leave

A leave of absence with pay shall be given to every Officer, other than an Officer on leave of absence without pay, or under suspension, who is required:

- 1. To serve on a jury, or
- 2. By subpoena or summons to attend as a witness in any proceeding held:
  - a) In or under the authority of Justice or Justice or before a Grand Jury,
  - b) Before a Court, Judge, Justice, Magistrate or Coroner,
  - c) 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,
  - 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
  - e) Before an Arbitrator or Umpire, or a person or body of persons authorized by law to make an inquiry and to compel the attendance of witnesses before it.

# 16.07 Compensatory Leave

Defined as leave credits earned by banking (not cashing-out) overtime and statutory holiday credits, and shall be granted as follows:

- The Employer shall grant compensatory leave at times convenient to the Officer where operational requirements permit and when suitable replacements, if necessary, are available.
- 2. Compensatory leave not taken by the end of the fiscal year (March 31<sup>st</sup>), will be scheduled by the Authority, paid out, or carried over to a subsequent year.

#### 16.08 Laydays

Leave credits earned by working twelve (12) hour days.

#### 16.09 Personal Care Days

Personal Care Days (PCD's) are offered to assist Employees in accommodating personal responsibilities, and to support their work-life balance. It is agreed that PCD's will be earned and taken as follows:

- 1. Full-time Employees will earn four (4) PCD's per calendar year.
- 2. PCD's are earned at five point three six (5.36) hour calendar days.
- 3. PCD's taken must not generate or result in overtime.
- 4. PCD's cannot be paid-out as cash, and are not cumulative.

#### **ARTICLE 17**

#### Leave of Absence without Pay

- **17.01** Upon reasonable notice, where operational requirements permit and suitable relief Officers are available, an Officer shall be granted, at the discretion of the Authority, a Leave of Absence without pay as outlined hereunder.
- **17.02** For injury or illness, for the time required, subject to a medical certificate if required, in excess of sick leave by the Authority.
- **17.03** For compassionate or educational grounds, for up to one (1) year.

## 17.04 For Union Business

- 1. For Officers appointed or elected to Office up to three (3) years with extensions by mutual consent. During periods of leave of absence under this section, Authority benefits, such as, but not confined to Pension, Medical and Sick Leave, shall terminate at the leave of absence commencement date and shall be reinstated on the effective date of the Officer's rejoining the Authority.
- 2. For Officers appointed or elected as delegates to meetings, conventions or committees for the time required.
- 3. At the discretion of the Authority, leave of absence without pay may be granted for any other reason.
- **17.05** Officers elected to public office shall be granted leave without pay for the term of such office to a maximum of five (5) years. An extension may be granted to an Employee who seeks an additional term of office.
- **17.06** Seniority on leave of absence to accumulate for one (1) year, then remain static.

#### **Education and Upgrading**

- **18.01** The Authority will provide and pay all costs in connection with any training program for Officers covered by this Agreement required by competent Government authority. It is further understood that such a training program will not be undertaken during scheduled working days, and that the Officer will be compensated for time spent on such programs in accordance with the provisions of Clause 10.05.
- **18.02** An Officer required by the Authority to train non Pacific Pilotage Authority Canada personnel shall be paid a premium of ten per cent (10%) of the overtime rate of pay for each hour or part thereof that he/she is providing such training, provided it has been pre-approved by the Authority.

#### **ARTICLE 19**

#### **Employee Benefit Plans**

- **19.01** The Public Service Superannuation and Disability Insurance covering the Officers will remain in effect, and will be continued during the term of this Agreement.
- **19.02**The Authority will pay the premiums one hundred per cent (100%) for the BC<br/>Medicare Plan and the Long Term Disability Plan.
- **19.03** The Authority agrees that a dental plan will be provided on the basis of one hundred per cent (100%) of the premiums being paid by the Authority. It is further agreed that this Dental Plan will be equivalent to or exceed **t**he Guild's Western Branch Benefit Plan:
  - PLAN A: Basic Services:

One hundred per cent (100%).

PLAN B: Prosthetic Appliance, Crown & Bridge: One hundred per cent (100%).

#### PLAN C: Orthodontics:

Eighty per cent (80%).

Plans A&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.

**19.04** The Authority will, upon presentation of a receipt, provide each part-time Officer with more than one (1) year of service (twelve (12) consecutive months), one hundred fifty dollars (\$150.00) every two (2) years towards the cost of anti-glare sunglasses.

**19.05** The Authority shall provide a Health and Wellness account up to a maximum amount of four hundred dollars (\$400.00) per full-time Officer per annum. The purpose of the account is to improve the health and wellness of the Officers by supporting their participation in health related activities, and includes reimbursement for a wide range of health-related expenses such as eye-glasses. In order to minimize the administration of the account, payments will, upon presentation of receipt(s), be made twice a year, once in March and once in September.

#### **ARTICLE 20**

#### Medical Fitness

- 20.01 Every two (2) years (or more frequently if required) each Officer covered by this Agreement will undergo a Transport Canada medical examination by a Doctor approved by Transport Canada. Each Officer shall also undergo an annual hearing test at a certified hearing clinic. The cost of such examination will be borne by the Authority, and the examination should be conducted outside the Officer's normal working hours. The Officer shall be paid in accordance with Clause 10.05 of this Agreement. The results of the medical examination will remain confidential between the Doctor and the Officer, and the Authority will not have access to this information. However, the Authority shall receive a copy of the hearing test.
- **20.02** The Authority reserves the right to have an Officer undergo a medical examination by a qualified Doctor if there is reasonable cause to believe that the Officer is not medically fit to carry out his duties.
- **20.03** Where an Officer disagrees with the findings of the Authority's medical Doctor in respect of an examination and, within sixty (60) days following receipt of such findings, is examined by a medical Doctor of his choice and where the medical Doctor chosen by the Officer disagrees with the findings of the Authority's medical Doctor, the Authority shall, on the recommendation of the two medical Doctors, name a third medical Doctor to examine the Officer.
- **20.04** When the third medical Doctor referred to above examines the Officer, that Doctor's decision, after examining the Officer, shall be final and binding on the Authority, the Officer and the Guild.
- **20.05** The medical standards utilized by the Authority for purposes of this Article will be in accordance with Transport Canada requirements.

#### **ARTICLE 21**

#### Marine Disaster and Mishap

**21.01** Where an Officer suffers loss of clothing or personal effects because of a marine disaster or shipwreck, he/she shall be reimbursed for the loss up to a maximum of one thousand dollars (\$1,000.00).

- 21.02 An Officer or his/her estate making a claim under this Article shall submit to the Authority reasonable proof of such loss, and shall submit a signed affidavit listing the individual items and values claimed.
- **21.03** In the event of a marine disaster or shipwreck, the Authority will endeavour to arrange a transfer to another suitable position for an Officer who would otherwise be laid-off.
- **21.04** The Officer shall provide the Authority with a list of all personal effects aboard the Pilot Launch on the signing of this Agreement.

### Legal Defence Coverage

- **22.01** The Authority will pay to the Guild, on a monthly basis, the reasonable legal defence coverage premium for each Officer in their employ. The Guild will continue to provide sufficient coverage to satisfy the requirements of said Officers.
- **22.02** The Guild shall advise the Authority of the monthly premium of the legal defence coverage and shall provide the Authority with sixty (60) days written notice of any change in the premium.

#### **ARTICLE 23**

### **Grievance Procedure**

- **23.01** Disputes and appeals arising from the application of this Agreement or from suspensions, dismissals and/or demotions, which cannot be settled directly by meetings between the Authority's Officer and the Guild.
  - 1. The dispute shall be taken up with the Assistant Director, Marine Operations within seven (7) business days.
  - 2. 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, Marine Operations or his/her designate.
  - 3. If settlement is not reached within seven (7) business days, thereafter a statement, in writing, of the alleged grievance shall be submitted to the President and CEO of the Authority.
  - 4. If a 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.
  - 5. The time limits in this procedure may be varied by mutual agreement.

# **ARTICLE 24**

#### **Arbitration Procedure**

- **24.01** The Party desiring to arbitrate under this procedure shall notify the other Party in writing of this intention and the particulars of the grievance.
- **24.02** The Party receiving such notice shall, within five (5) days thereafter, confirm receipt in writing.

- **24.03** 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.
- **24.04** If desired by either Party and, subject to written notice being given at the time of giving Notice of Intention to arbitrate under Clause 24.01 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.
- **24.05** 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/she shall have the right to rule on reinstatement and order payment of lost wages.
- **24.06** The time limits in this procedure may be varied by mutual agreement.
- **24.07** 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/her 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/her Award in writing to each Party concerned and his/her Award shall be final and binding on both Parties and they shall carry it out forthwith.
- **24.08** Each Party shall pay its own expenses and the cost of arbitration and one-half (1/2) the compensation and expenses of the Arbitrator and of stenographic and other expenses of the Arbitrator.

#### Supplement

**25.01** The Authority will supply for all Pilot Launches in their employ, tea, coffee, sugar and canned milk, sufficient for crew in each Pilot Launch.

# ARTICLE 26

#### Uniforms

26.01 The Authority will reimburse full-time Employees for the cost of authorized work clothing up to a maximum of three hundred dollars (\$300.00) per year. Reimbursement will occur when full-time Employees submit a completed clothing allowance expense claim form.

- **26.02** All Officers will be responsible for the condition of their work clothing, and to appear well turned out at all times. Work clothing is to be worn on duty at all times.
- **26.03** Each Officer will be supplied with a U-Vic (or equivalent) floater coat, which will be replaced on an "as required" basis.

#### **Traveling Expenses**

- 27.01 In the event that an Officer is required to join a Pilot Launch at any port other than a home port, or where he is requested to join a Pilot Launch at a distant point, travel expenses shall be paid in accordance with the Authority's Travel Expense Directive(s). Travel time and mileage shall not be paid for Pilot transfers that originate from the home port.
- 27.02 Travelling expenses incurred on Authority business must be claimed as soon as possible but no later than three (3) months after incurring the expenses. Expenses incurred during the month of December must be claimed no later than January 31 in the subsequent year.

#### **ARTICLE 28**

### Northern Allowance

**28.01** A Northern Allowance of fifty dollars (\$50.00) per month will be paid to all Officers employed aboard the Prince Rupert Pilot Vessel.

#### **ARTICLE 29**

# Severance Pay

**29.01** Under the following circumstances and subject to Clause 29.07, an Officer shall receive severance benefits calculated on the basis of his weekly rate of pay.

# 29.02 Layoff

An Officer with one (1) or more years of continuous employment who is laid-off shall be paid severance pay based on completed years of continuous employment less any period within the period of continuous employment in respect of which the Officer was granted a termination of employment benefit paid by the Employer. It shall be calculated at the rate of:

- 1. On the first layoff, three (3) weeks' pay for the first complete year of continuous employment, and one (1) weeks' pay for each additional year of continuous employment, to a maximum of twenty-nine (29) years, with a maximum benefit of thirty-one (31) week's pay.
- On second or subsequent layoff, one (1) weeks' pay for each complete year of continuous employment less any period in respect of which the Officer was granted severance pay under this Clause to a maximum of twenty-nine (29) years, with a maximum benefit of thirty (30) week's pay.

### 29.03 Rejection on Probation

On rejection on probation, when an Officer has completed more than two (2) years of continuous employment, and ceases to be employed for reason of rejection during his probationary period immediately following a second or subsequent appointment, one (1) weeks' pay for each complete year of continuous employment to a maximum of twenty-seven (27) years with a maximum benefit of twenty-seven (27) weeks' pay.

#### 29.04 Death

If an Officer dies, there shall be paid to his estate, one (1) weeks' pay for each complete year of continuous employment and, in the case of a partial year of continuous employment, one (1) weeks' pay multiplied by the number of days of continuous employment divided by three hundred sixty-five (365), to a maximum of thirty (30) weeks' pay, regardless of any other benefits payable.

- 29.05 Severance benefits payable to an Officer under this Clause shall be reduced by any period of continuous employment in respect of which the Officer was already granted severance pay, retiring leave, or a cash gratuity in lieu of retiring leave. Under no circumstances shall the maximum severance pay provided under Clauses 29.02 to 29.04 be pyramided.
- **29.06** The weekly rate of pay referred to in the above Clauses shall be the weekly rate of pay to which the Officer is entitled for the classification prescribed in his certificate of appointment, but shall not include a rate of pay pertaining to a position held for a temporary period.
- **29.07** If an Officer receives long term disability benefits, the following formula shall be used when determining years of service for the purpose of calculating severance:
  - 1. If the period of continuous time on long term disability benefits is not more than two (2) years, it will be considered as service in the calculation of severance pay.
  - If the period of continuous time on long term disability benefits is more than two (2) years, it will not be considered as service in the calculation of severance pay.

#### **ARTICLE 30**

#### **Part-Time Employees**

**30.01** Notwithstanding Clause 2.06, but subject to Clause 2.07, the Authority shall have the right to employ other than Guild Members for relief services as and when required. They shall be paid the applicable Collective Agreement rate if employed to perform the duties of an Officer.

# ARTICLE 31

#### **Dual Category Officer**

**31.01** The primary category of an Officer is that category which he/she was originally hired for, or the category for which he/she is working in a full-time capacity.

31.02 Any Officers that are allowed to work as part-time Officers in another category shall ensure that the obligations of their primary role are met whenever conflict arises. In urgency, the Authority reserves the right to assign the role in which a dual capacity Officer will work to ensure the continued operation of the Pilot launch.

#### **ARTICLE 32**

#### Validity of Required Transport Canada Certification

**32.01** All Officers shall maintain the validity of all their certificates, as required by the Marine Personnel Regulations, at all times. Copies of all renewed certificates must be provided to the Authority. Officers without valid certificates are not legally allowed to work on the Pilot launches. The Authority will continue the practice of reminding Officers of the expiry dates of their Certificates.

#### **ARTICLE 33**

#### **Term of Agreement**

33.01 This Agreement shall be effective on April 1, 2018 and shall remain in effect until March 31, 2023. One hundred twenty (120) days' notice in writing may be given by either Party at any time after December 1, 2022. After such notice has been given, specific proposals must then be submitted and negotiations commenced.

# EXECUTED on BEHALF of the PACIFIC PILOTAGE AUTHORITY

# EXECUTED on BEHALF of THE CANADIAN MERCHANT SERVICE GUILD

Hole	RSie
Captain Kevin Obermeyer - Chief Executive Officer	Captain Randy Smigel - President
Brian Young - Director, Marine Operations	Zulema Carranza Sanabria - Secretary Treasurer
for Li	Rah
Teresa Lei – Manager of Finance and Administration	Trevor Lang - Business Agent
Dated at Vancouver, BC this 13	th day of August, 2018

# APPENDIX "A"

#### Wage Rates

	wa	ge Rates		
Effective Ap	ril 1, 2018 - Mar	ch 31, 2019 (2.	90% + 0.3%)	
	Launch Master	Launch Supervisor Shore Engineer	Launch Engineer	SVMO
Annual	105,448.59			96,095.3
Bi-Weekly	4,042.03	4,042.03	3,849.11	3,683.5
Calendar Day	288.72	-	274.94	263.
Pay for Leave (1.24)	358.01	-	340.93	326.
Total Pay per Day Worked (Sea Day)	646.73	404.20	615.87	589.
Rate per Hour	53.89	53.89	51.32	49.
Double Time Rate	107.78	107.78	102.64	98.:
Monthly	8,787.38	8,787.38	8,367.96	8,007.
28 Day Basic	8,084.07	8,084.07	7,698.21	7,367.

Effective April 1, 2	Effective April 1, 2019 - March 31, 2020 (2.00% or Vancouver CPI*)				
		Launch			
		Supervisor Shore			
	Launch Master	Engineer	Launch Engineer	SVMO	
Annual	107,557.56	107,557.56	102,423.80	98,017.26	
Bi-Weekly	4,122.87	4,122.87	3,926.09	3,757.18	
Calendar Day	294.49	-	280.44	268.37	
Pay for Leave (1.24)	365.17	-	347.75	332.78	
Total Pay per Day Worked (Sea Day)	659.66	412.29	628.19	601.15	
Rate per Hour	54.97	54.97	52.35	50.10	
Double Time Rate	109.94	109.94	104.70	100.20	
Monthly	8,963.13	8,963.13	8,535.32	8,168.11	
28 Day Basic	8,245.75	8,245.75	7,852.18	7,514.36	

	0,,00110	0,,00110	0/000102	0,100111
28 Day Basic	8,245.75	8,245.75	7,852.18	7,514.36
Effective April 1, 2	2020 - March 31	, 2021 (1.61% o	r Vancouver CF	PI*)
		Launch		
		Supervisor Shore		
	Launch Master	Engineer	Launch Engineer	SVMO
Annual	109,289.24	109,289.24	104,072.82	99,595.34
Bi-Weekly	4,189.25	4,189.25	3,989.30	3,817.67
Calendar Day	299.23	-	284.95	272.69
Pay for Leave (1.24)	371.05	-	353.34	338.14
Total Pay per Day Worked (Sea Day)	670.28	418.93	638.29	610.83
Rate per Hour	55.86	55.86	53.19	50.90
Double Time Rate	111.72	111.72	106.38	101.80
Monthly	9,107.44	9,107.44	8,672.74	8,299.61
28 Day Basic	8,378.51	8,378.51	7,978.60	7,635.34

#### APPENDIX "A"

#### Wage Rates (cont'd)

Effective April 1, 2021 - March 31, 2022 (1.61% or Vancouver CPI*)						
		Launch Supervisor Shore				
	Launch Master	Engineer	Launch Engineer	SVMO		
Annual	111,048.80	111,048.80	105,748.39	101,198.82		
Bi-Weekly	4,256.70	4,256.70	4,053.53	3,879.13		
Calendar Day	304.05	-	289.54	277.08		
Pay for Leave (1.24)	377.02	-	359.03	343.58		
Total Pay per Day Worked (Sea Day)	681.07	425.67	648.57	620.66		
Rate per Hour	56.76	56.76	54.05	51.72		
Double Time Rate	113.52	113.52	108.10	103.44		
Monthly	9,254.07	9,254.07	8,812.37	8,433.24		
28 Day Basic	8,513.40	8,513.40	8,107.05	7,758.27		

Effective April 1, 2022 - March 31, 2023 (1.61% or Vancouver CPI*)						
		Launch				
		Supervisor Shore				
	Launch Master	Engineer	Launch Engineer	SVMO		
Annual	112,836.69	112,836.69	107,450.94	102,828.12		
Bi-Weekly	4,325.23	4,325.23	4,118.79	3,941.59		
Calendar Day	308.95	-	294.20	281.54		
Pay for Leave (1.24)	383.10	-	364.81	349.11		
Total Pay per Day Worked (Sea Day)	692.05	432.52	659.01	630.65		
Rate per Hour	57.67	57.67	54.92	52.55		
Double Time Rate	115.34	115.34	109.84	105.10		
Monthly	9,403.06	9,403.06	8,954.25	8,569.01		
28 Day Basic	8,650.47	8,650.47	8,237.58	7,883.17		

\* Should CPI increase beyond the percentage (%) increase shown on the respective wage table, then this will generate salary increases beyond those described above. The wage increases are the percentage listed for that year or CPI, whichever is greater. The CPI shall be based on the Vancouver CPI from April 1<sup>st</sup> of the previous year to March 31<sup>st</sup> of the respective year, and as published in April of the following respective year.

The Employer agrees to continue the practice of consulting with Officers affected prior to implementing any changes to the following schedules:

1. The Prince Rupert Schedule consists of a cycle of fourteen (14) consecutive days on duty, followed by fourteen (14) days off duty, which then repeats itself.

The foregoing is based on averaging and does not contain overtime.

Notwithstanding the above, it is understood that during the busy cruise season, additional crews may be hired. The additional crews will be scheduled in accordance with the Notice to Launch Masters prior to May 15<sup>th</sup> of each year. This period may be extended if traffic warrants.

Relief or additional operational shifts beyond those regularly scheduled in the annual scheduling process shall be first offered to part-time Officers (on the seniority list) on an equal opportunity basis. If no part-time Officers are available, then the shifts shall be offered to full-time Officers on an equal opportunity basis.

Full-time scheduled Officers must submit leave requests at least sixty (60) days prior to the period of leave. Leave requests submitted less than sixty (60) days prior to the period of leave will only be granted if a part-time relief can be arranged.

At each station, it shall be the on-duty crew who are responsible to make the calls required to bring an Officer in for a call-out situation. In the event that the on-duty crew should make an error following the seniority entitlement, and the wrong Officer is called to work, the affected Officer is to discuss the matter with the on-duty crew who made the call(s), but there shall be no financial penalty imposed on the Pacific Pilotage Authority Canada for the error.

The Employer agrees to continue the practice of consulting with the Officers affected prior to implementing any changes to the following schedule:

 The Steveston schedule consists of a cycle of eleven (11) consecutive days on duty followed by seventeen (17) days off duty which then repeats itself. The foregoing is based on averaging and does not contain overtime. At each station, it shall be the on-duty crew who are responsible to make the calls required to bring an Officer in for a call-out situation. In the event that the on-duty crew should make an error following the seniority entitlement and the wrong Officer is called to work, the affected Officer is to discuss the matter with the on-duty crew who made the call(s) but there shall be no financial penalty imposed on the Pacific Pilotage Authority Canada for the error.

The Authority will be permitted to perform a transfer of sixteen (16) annual days to the Officer's layday bank on April 1 of each year. The intent of this transfer is to offset the layday deficit which is built into the Steveston schedule. It is understood that this transfer agreement is in place for the existing schedule in Steveston (eleven [11] days on, seventeen [17] days off), and if the schedule changes in any way, this transfer agreement will cease.

The Employer agrees to continue the practice of consulting with Officers affected prior to implementing any changes to the following schedule:

- 1. The Victoria schedule consists of the following cycle:
  - a) Six (6) consecutive days on duty followed by six (6) consecutive days off duty which then repeats itself.
     The foregoing is based on averaging and does not contain overtime.
     At each station, it shall be the on-duty crew who are responsible to make the calls required to bring an Officer in for a call-out situation. In the event that the on-duty crew should make an error following the seniority entitlement and the wrong Officer is called to work, the affected Officer is to discuss the matter with the on-duty crew who made the call(s), but there shall be no financial penalty imposed on the Pacific Pilotage Authority Canada for the error.

#### Shore Engineer

The Employer agrees to continue the practice of consulting with the Officers affected prior to implementing any changes to the following schedule.

The Shore Engineer shall have a work week of-thirty-seven and one-half (37 1/2) hours, five (5) days of seven and one-half (7 1/2) hours.

The Shore Engineer shall be paid overtime at the rate of double time (2 x) for all hours in excess of seven and one-half (7 1/2) hours per day or thirty-seven and onehalf (37 1/2) hours per week.

In addition, such Shore Engineer shall earn sick leave credits at the rate of one and one-quarter (1 1/4) days for each calendar month in which he receives pay for at least ten (10) days.

Signed at Vancouver, BC this 6th day of April, 2001

SIGNED ON BEHALF OF THE PACIFIC PILOTAGE AUTHORITY President & CEO

Difecto Operation of

Controller

SIGNED ON BEHALF OF THE CANADIAN MERCHANT SERVICE GUILD

Secretary-Treasurer

**Business** Agent

# LETTER OF AGREEMENT

BETWEEN:

# THE CANADIAN MERCHANT SERVICE GUILD (the "Guild")

AND:

# THE PACIFIC PILOTAGE AUTHORITY CANADA (the "Authority")

THIS LETTER OF AGREEMENT is dated for reference December 4, 2015 and is attached as Appendix B-5 to the Collective Agreement: April 1, 2011 – March 31, 2018 between the Guild and the Authority (the "Collective Agreement")

## RE: The Collective Agreement and the M.V. "Pacific Chinook" at Pine Island

### WHEREAS:

- A. The Marine Industry requires the use of Pilot Launches to service the pilot boarding station located at Port Hardy (Pine Island);
- B. The Collective Agreement applies to Pilot Launches owned and/or operated by the Authority and requires that a Guild member operate those Launches;
- C. The Guild and the Authority agree the current marine traffic serviced by the pilot boarding station at Port Hardy (Pine Island) is currently too small to support the costs related to the purchase by the Authority of that Pilot Launch and the manning of that Pilot Launch pursuant to the provisions of the Collective Agreement;
- D. The Marine Industry and the Authority entered an agreement for the Authority to purchase the Pilot Launch *M.V. "Pacific Chinook"*, and to pay to bring the *M.V. "Pacific Chinook"* to Canada Steamship Inspection standards financed by a tariff (the "Tariff") levied by the Authority on every pilot launch and helicopter transfer for delivery or pick-up of a pilot at all six pilot boarding stations operated by the Authority (the "Fund");
- E. The Authority arranged an ownership and operating structure whereby a privately owned holding company (1008799 B.C. Ltd.) is the registered owner of the *M.V. "Pacific Chinook"*, with the purchase financed from the Fund. The Authority has taken security by way of a collateral marine agreement and first registered ships mortgage on the *M.V. "Pacific Chinook"* and the 64 shares therein to provide security for the monies advanced by the Authority and utilized to purchase, upgrade and maintain an inventory for the *M.V. "Pacific Chinook"*;
- F. The Authority has an option to purchase the M.V. "Pacific Chinook" for a nominal amount;

G. The Authority has entered into an agreement with a private contractor, Sea Legend Pilotage Ltd. ("Sea Legend") to operate the *M.V.* "*Pacific Chinook*" pursuant to a bareboat charter between Sea Legend and 1008799 B.C. Ltd. whereby Sea Legend will man, operate and maintain the *M.V.* "*Pacific Chinook*" and provide Pilot Launch services to the Authority at the Port Hardy (Pine Island) pilot boarding station.

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Guild and the Authority, and in consideration of the mutual covenants contained herein, the Guild and the Authority agree as follows:

- 1. Except for this Letter of Agreement, the ownership and operation of the *M.V. "Pacific Chinook"* would be subject to Article 2.01 of the Collective Agreement.
- 2. Due to the unique background of the Pilot Launch service at the Port Hardy (Pine Island) pilot boarding station and the extraordinary circumstances leading to the ownership and operating structure of the *M.V. "Pacific Chinook"*, the Guild and the Authority agree that the *M.V. "Pacific Chinook"* may provide pilot launch services to the Authority solely at the Port Hardy (Pine Island) pilot boarding station under the ownership and operating structure arranged by the Authority with Sea Legend and 1008799 B.C. Ltd. and solely for that purpose and at that pilot boarding station only, the *M.V. "Pacific Chinook"* is not considered by the Guild and the Authority to be a Pilot Launch owned and/or operated by the Authority pursuant to Article 2.01 of the Collective Agreement.
- 3. In the event there is any change in the ownership structure from that presently in place and described in this Letter of Agreement and if the *M.V. "Pacific Chinook" (or that vessel operating under any different name)* thereafter provides pilot launch services to the Authority whether at the Port Hardy (Pine Island) pilot boarding station or at any other pilot boarding station, the Authority agrees the provisions of the Collective Agreement (clause 2.01) will be applicable to the *M.V. "Pacific Chinook" (including that vessel operating under a different name)* unless the Guild in its sole discretion, otherwise agrees to a waiver of the provisions of clause 2.01.
- 4. The Authority specifically agrees that the ownership and operating structure for the purchase and operation of the *M.V. "Pacific Chinook"* will be used for the sole purpose of providing Pilot Launch services to the Port Hardy (Pine Island) pilot boarding station, and only with respect to the *M.V. "Pacific Chinook"* as provided in this Letter of Agreement.
- 5. The parties acknowledge and agree that the ownership and operating structure for the M.V. "Pacific Chinook" and this Letter of Agreement do not and will not be used to establish a precedent for an exception to Article 2.01 of the Collective Agreement, nor provide any specific interpretation of Article 2.01 for the ownership and/or operation by the Authority of Pilot Launches for service of pilot boarding stations under its jurisdiction without the express written agreement of the Guild.

# THIS LETTER OF AGREEMENT EXECUTED IN COUNTERPARTS.

SIGNED, SEALED and DELIVERED by Zulema Sanabria in the presence of:

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Signature of Witness

Isabelle Forget Print Name

<u>#1000 – 1130 West Pender Street</u> Address

Vancouver, BC V6E 4A4

Executive Assistant Occupation THE CANADIAN MERCHANT SERVICE GUILD:

Zulema Sanabria, Secretary Treasurer

SIGNED, SEALED and DELIVERED by Capt. Michael van der Gracht in the presence of:

Signature of Witness

Isabelle Forget Print Name

<u>#1000 – 1130 West Pender Street</u> Address

Vancouver, BC V6E 4A4

Executive Assistant Occupation

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Capt. Michael van der Gracht, Business Agent

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SIGNED, SEALED and DELIVERED by Capt. Kevin Obermeyer in the presence of:

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Signature of Witness

Isabelle Forget Print Name

<u>#1000 – 1130 West Pender Street</u> Address

Vancouver, BC V6E 4A4

Executive Assistant Occupation

SIGNED, SEALED and DELIVERED by Brian Young in the presence of:

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Signature of Witness

Isabelle Forget Print Name

<u>#1000 – 1130 West Pender Street</u> Address

Vancouver, BC V6E 4A4

Executive Assistant Occupation PACIFIC PILOTAGE AUTHORITY CANADA:

Capl. Kevin Obermever. CEO



Brian Young, Director of Marine Operations

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The Guild and the Authority will form a committee to determine the crewing and compensation for any future Sooke Pilot transfer work.

The Authority agrees to pay one (1) hour of straight time pay to the day's duty Launch Master when either the Authority Dispatchers or Management calls the Launch Master between 21:00 or 09:00 on the Company supplied duty Launch Master's phone when no Officer is working at the time.

#### RE: Training of New Launch Crew

The training will be for a period of up to six (6) twelve (12) hour shifts, or the equivalent hours if a training shift is less than twelve (12) hours.

For Authority requested training, the trainee will be compensated at a rate of seventy-five per cent (75%) of the current hourly rate for Launch **Crew** for each hour that training was received.

For employee requested training, the trainee will be compensated at fifty per cent (50%) of the current hourly rate for Launch **Crew** for each hour that training was received.

All trainers will receive a flat rate of ten per cent (10%) of the overtime rate per hour for each hour that training is undertaken with the trainee. For greater clarity, this premium is paid for anytime that the vessel is underway, or the "crew" is needed onboard to carry out training.

The training fee of **ten per cent (10%) of the overtime rate** per hour is taxable, non-pensionable compensation.

The trainer will provide the Authority with an assessment of the trainee's progress and suitability at the end of each week. The training period may only be extended beyond the six (6) twelve (12) hour shifts after consultation and agreement with the Authority.

After training is completed and the trainer recommends that the trainee is ready to undertake a shift independently, he/she will be assessed by an Authority Representative along with a designated Launch **Crew member**. Upon the successful assessment, compensation will be increased to the **rate of the respective category**.

FOR: Canadian Merchant Service Guild	FOR: Pacific Bilott	ige Authority Canada
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Captain Neil MacDougall - President	Captain Kevin Ob	ermeyer – President and CEO
Edd Langelier	theft.	
Edd Langelier – Business Agent	Brian Young - Dir	ector of Marine Operations
	NG	udurit
	Bruce Chadwick -	Director of Finance
Signed at Coquitlam, BC	this 27 day of	March, 2012

#### LETTER of UNDERSTANDING

# RE: Transfer of Deckhands into the Canadian Merchant Service Guild (CMSG) as Engineers

Background...

As a result of the Letter of Understanding #3 agreed to during bargaining between the Pacific Pilotage Authority Canada and the International Longshore and Warehouse Union Local 520 (CLC), a tri-party meeting took place on August 25<sup>th</sup>, 2005 at the offices of the CMSG. Parties in attendance were the International Longshore and Warehouse Union represented by the President, Tom Dufresne, International Longshore and Warehouse Union Local 520 represented by the President, Bruce Northway, Canadian Merchant Service Guild represented by the Secretary Treasurer, Arnold Vingsnes, and the Pacific Pilotage Authority Canada represented by the Vice President Marine Operations, Kevin Obermeyer. Also in attendance for the CMSG was Business Agent, Edd Langelier.

While there were a number of reservations raised by the various participants in attendance regarding the transfer of the Deckhands from the ILWU to the CMSG, it was generally agreed that the process could proceed, provided the following items were included in the negotiated Launch Masters Agreement.

- Item #1: Any ILWU Local 520 Deckhand who takes advantage of the offer to be trained as an Engineer, and transfers into the CMSG, will have the option of returning to ILWU Local 520 as a Deckhand if the move does not meet expectations.
- Item #2: Any ILWU Local 520 Deckhand who takes advantage of the offer to be trained as an Engineer and transfers into the CMSG, will retain the same level of seniority they enjoyed as a Deckhand within the ILWU. Certified Engineers located at other stations will not be able to bump the transferring Deckhands nor will the Deckhands be able to bump any incumbent Engineers.
- Item #3: The transfer of those Deckhands wishing to move from ILWU Local 520 to the CMSG as Officers in Training (OITS), will take place after the ratification of the Launch Masters/Engineers Agreement and only upon request.

Dated at Vancouver, BC	this Q	l8 <sup>th</sup> da	y of	Beptember, 2005
			Am	ed lingues
On Behalf of the Canadian Merchant Service	e Guild	<u> </u>	eptain Arnold Vi	ngenes – Secretary Treasurer
On Behalf of the International Longshore a	1d Warehouse Union		m Dufresne - 1	frank
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On Behalf of the International Longshore &	Warehouse Union, Lo	ocal 520 Br	ruce Northway -	President
On Behalf of the Pacific Pilotage Authority		K	ewin Obermeyer	- Vice President, Marine Operations

#### RE: Presentation of Final Offer

In order to attempt to ease industry concerns about possible work stoppages as a result of a failure on the part of the Employer and the Union to reach a Collective Agreement through the collective bargaining process, and/or legally mandated conciliation process, both Parties agree that in the future the following extra steps will be taken before a strike vote can be taken or lockout notice issued:

If no agreement is reached after the conciliation process has finished, the Guild agrees to present Management's final offer to the Guild Membership to be voted on. This final offer must be presented to the Guild within three (3) business days from the end of the conciliation process. If the Guild Membership rejects Management's final offer, the Guild will notify the Authority Management as soon as possible with a counter offer.

Once duly notified of the Guild Membership's rejection of Management's final offer, Management will have twenty-one (21) days to present the Union's final offer to its Board of Directors, and to subsequently report the Board's answer to the Union.

If the Guild's final offer is not accepted by midnight on the twenty-first day after it is presented to Management, the Union will be free to take a strike vote and Management free to issue lock-out notice.

The twenty-one (21) day time limit can be extended by mutual agreement between Management and the Union.

Nothing in this Letter of Understanding will preclude both Parties agreeing to re-enter the conciliation/mediation process or to ask for an Arbitrator to help settle this matter.

EXECUTED on BEHALF of the PACIFIC PILOTAGE AUTHORITY		EXECUTED on BEHALF of the CANADIAN MERCHANT SERVICE GUILD		
Capitain Kevin Obermeyer - President and CEC		Brad MacTovish - Secretary Treasurer		
Brinn Young - Director of Marine Operations	Edd Langeller - Bush	elies		
		1630 กฎยาย 		
Dated at Vancouver, BC	this 4th day of	June 2010		

#### LETTER OF UNDERSTANDING

PPA Owned Launch Operational Areas & Usage of Launches

Between:

## Canadian Merchant Service Guild – Western Branch

(the "Union")

And:

## Pacific Pilotage Authority Canada

(the "Authority" or "PPA")

This Letter of Understanding, dated December 4, 2015 amends the Letter of Understanding at page 34 of the Collective Agreement April 1, 2011 – March 31, 2018 between the Union and the Authority (the "Collective Agreement"), and is attached thereto.

## Re: PPA Owned Launch Operational Areas & Usage of Launches

The Pacific Pilotage Authority Canada has a mandate to operate, maintain, and administer in the interests of safety an efficient Pilotage service. Part of this service is the provision of Pilotage launches to board Pilots on and off.

The following are the stations owned, operated and/or managed by the Authority and serviced by employees of the Authority:

- a) Brotchie Ledge near Victoria,
- b) Cape Beale at the entrance to Trevor Channel in Barkley Sound
- c) Triple Island near Prince Rupert
- d) Sandheads at the mouth of the Fraser River

The following station is operated by a private contractor:

e) Pine Island near Port Hardy - currently serviced by Sea Legend

The following areas have been determined by the Authority to be serviced by private contractors:

- f) Vancouver Harbour (restricted to the Inner Harbour and anchorages in English Bay and West Vancouver inside a line from Point Atkinson to Point Grey) – currently serviced by Tymac
- g) Nanaimo currently serviced by the Nanaimo Port Authority
- h) Southern Gulf Island Anchorages by water taxi

It is understood that if a private contractor is unable to continue operations due to a sustained downturn in traffic or due to mechanical breakdown the Authority will cover the station(s) by helicopter or, where possible, by employee launch and PPA employee crew on an as needed

RE:

basis. This will not however mean that the station automatically becomes an Employee/Guild run station.

It is agreed that six (6) months prior to the renewal of private operator contracts the Authority and the Guild shall meet to determine if it is feasible for the station or area of operation to become a PPA employee operation.

If an Authority station's launch(es) breaks down and the Authority is unable to deliver the service at that station, a contract boat can be utilized as a bare boat charter and manned by PPA Employees. In the event that the Authority is unable to charter a bare boat pilot launch, the vessel hired will have at least one PPA Employee on board for all pilot operations.

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THIS LETTER OF AGREEMENT EXECUTED IN COUNTERPARTS.

SIGNED, SEALED and DELIVERED by Zulema Sanabria in the presence of:

Signature of Witness

Isabelle Forget Print Name

<u>#1000 – 1130 West Pender Street</u> Address

Vancouver, BC V6E 4A4

Executive Assistant Occupation

SIGNED, SEALED and DELIVERED by Capt. Michael van der Gracht in the presence of:

arta

Signature of Witness

Isabelle Forget Print Name

<u>#1000 – 1130 West Pender Street</u> Address

Vancouver, BC V6E 4A4

**Executive Assistant** Occupation

L)CLA C

Capt. Michael van der Gracht, Business Agent

THE CANADIAN MERCHANT SERVICE GUILD:

Zulema Sanabria, Secretary Treasurer

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SIGNED, SEALED and DELIVERED by Capt. Kevin Obermeyer in the presence of:

Signature of Witness

Isabelle Forget Print Name

<u>#1000 – 1130 West Pender Street</u> Address

Vancouver, BC V6E 4A4

Executive Assistant\_\_\_\_ Occupation

SIGNED, SEALED and DELIVERED by Brian Young in the presence of:

Signature of Witness

Isabelle Forget Print Name

<u>#1000 – 1130 West Pender Street</u> Address

Vancouver, BC V6E 4A4

Executive Assistant Occupation PACIFIC PILOTAGE AUTHORITY CANADA:

. Kevin Obermeyer, CEO Capt



Brian Young, Director of Marine Operations

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#### **RE:** Operational Issues

The present practice between the Parties of having meetings every six (6) months to discuss operational issues shall be maintained during the term of the Collective Agreement. These meetings shall exclude discussions on the term of the agreement or on wages per Appendix "A".

As this is an agreement with a long term and issues may arise during the term, the Parties agree to have meaningful consultation concerning those issues with intent to amicably resolve, and the Parties further reserve the right to mutually open the Collective Agreement to resolve an issue, if required.

FOR:	FOR:	
<b>Canadian Merchant Service Guild</b>	Pacific Pilotage Authority Canada	
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Captain Neil MacDougall - President	Captain Kevin Obermeyer – President and CFO	
Edd Langelier - Business Agent	Brian Young – Director of Marine Operations	(
	A Chadwick	:
	Bruce Chadwick – Director of Finance	
Signed at Coquitlam, BC	this 27 day of March, 2012	

#### RE: PAYROLL PROCEDURES

The Guild and the Employer agree that upon ratification, "handshake deals" will be signed off on a document which will be shared between both Parties on the Authority's intranet (SharePoint). This document will have the document below as the cover page. Both Parties commit to having this document finalized within ninety (90) days of ratification of this Collective Agreement.

#### Administrative and Payroll Procedures:

Due to the crewing requirements and unique operational needs at each of the Pilot stations, the PPA and the Guild have agreed to administrative and payroll procedures that help address these unique needs at each of the stations. It is recognized that these procedures are specific to each station (unless otherwise stated in the procedures) and that only Officers from the station(s), specified in any procedure, will be governed by those procedures.

Therefore, it is also recognized that procedures from another station do not apply to Officers at all stations (unless specified), and other Officers at other stations will not be required to adhere to those procedures or demand that those same procedures apply to them without prior agreement between the PPA and the Guild.

It is also recognized that any changes to these procedures will only take place after joint consultation and agreement between the PPA and the Guild.

Notwithstanding the above, either Party may terminate any procedure, after sixty (60) days, upon notification to the other Party.

#### PART-TIME ENGINEERS in PRINCE RUPERT

#### Background

The Pacific Pilotage Authority (PPA) has contacted the Guild requesting a change to the current practice of hiring and selecting engineers for the Prince Rupert Pilot Boat Station. Currently, all engineers are required to have a minimum of a Fourth-class Engineer, Motor Ship certificate. Due to a shortage of certified relief engineers, the Pacific Pilotage Authority has asked to hire part-time engineers who have a Small Vessel Machinery Operator (SVMO) certificate of competency.

## Position

The category position the PPA is seeking to fill is the "Part-Time Engineer" position at the Prince Rupert pilot launch station. These part-time engineers will be permitted to have a SVMO certificate rather than the Fourth-class Engineer, Motor Ship certificate of competency issued by Transport Canada. These candidates are **NOT** SVMO category candidates as established in the current April 1, 2011 to March 31, 2018 Collective Agreement. These part-time engineer positions will only be available for part-time engineering shifts as required by the Pacific Pilotage Authority and under the direction of the Launch Master. All other provisions of the collective agreement will apply.

#### Compensation

The compensation for this part-time engineer position will be equivalent to the launch engineer position in the current April 1, 2011 to March 31, 2018 Collective agreement. Essentially, these part-time engineer candidates will be paid the equivalent compensation of a 'launch engineer' category as defined in the current April 1, 2011 to March 31, 2018 Collective Agreement.

## Duties

The part-time engineer candidates will be expected to perform the same duties as the launch engineer. Part-time engineers who are not familiar with the equipment or the procedures must consult with their launch master, launch engineer and the launch supervisor shore engineer prior to commencing any work.

#### Safety and Responsibility

<u>The safety of the crew, the pilots and the vessel is of the utmost concern for anyone</u> <u>working aboard a pilot launch</u>. Any non-routine or significant mechanical work or modifications to the vessel made or done by the part-time engineer must be authorized by the launch engineer or the launch supervisor shore engineer <u>prior</u> to any work or modifications being performed. This authorization should be (unless unsafe to do so) in writing.

RE:

#### **Candidate Selection and Interview**

All part-time engineer candidates will be interviewed by the Assistant Director, Marine Operations who may request either a launch engineer and/or the launch supervisor shore engineer to be part of the interview panel. The part-time engineer candidate will be subject to the same training requirements as any other engineer. The candidate must complete the Crew Familiarization checklist as required by the PPA's safety management system and be signed off by launch personnel providing the training prior to working his or her first shift.

#### Start Date

As soon as possible.

#### End Date

This Letter of Understanding will cease on March 31, 2018 with the current collective agreement, or until (a) qualified Fourth-class Engineer(s) can be employed. Launch crew that have been hired as having passed their training will remain employed in their current roles.

#### **Full-Time Engineer**

The current requirement that a full-time engineer must have a Fourth-class Engineer, Motor Ship will remain in place.

On behalf of the	On behalf of the
Pacific Pilotage Authority Canada	Canadian Merchant Service Guild
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Kevin Obermeyer - President	Capt. Roland Gerak - President
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Brian Young - Director,	Zulema Sanabria - Secretary Treasurer
Marine Operations	
Hebre -	Rep
Paulo Ekkebus - Assistant Director, Marine Operations	Trevor Lang – Business Agent

Dated at New Westminster, BC this 19th day of July, 2017:

#### MEMORANDUM OF UNDERSTANDING

#### TIME & ATTENDANCE SYSTEM (HARDWARE & SOFTWARE)

Between:	Canadian Merchant Service Guild (CMSG) (the Authority employees)
And:	Pacific Pilotage Authority Canada ( <i>the Authority</i> )
RE:	Time & Attendance System (hardware & software)
Date:	February 16, 2016

#### Purpose

The intent of this MOU is to address the concerns of the referenced Authority employees (CMSG) surrounding the acquisition, implementation and use of a Time & Attendance system (Kronos - Enterprise Suite on Demand).

#### Background

As a result of the findings from two separate audits, conducted in 2015, coupled with an increasing cost of providing payroll services, the Authority engaged in a process of evaluating various possible Time & Attendance systems. The Authority subsequently brought its concluded findings on a provider to the CMSG in December 2015 and to the Authority employees on February 10, 2016. These two meetings were held in order to solicit feedback from the CMSG and the Authority's employees on the implementation of this system. Management has considered the employees' feedback and accordingly produced the following agreement.

#### Agreement

The Authority guarantees that the acquisition, implementation and/or use of the Kronos Enterprise Suite on demand Time & Attendance system will not result in layoffs to any full-time or permanent part-time employee.

The CMSG and Authority employees agree to support the implementation of the Kronos Enterprise Suite on demand Time & Attendance system. The compiling, use and circulation of individuals' data is to be treated as confidential. The Authority will grant external access only to those who are federally mandated to have such access. The employees using the Kronos Enterprise Suite on demand Time & Attendance system will have access to their own electronic records.

Management and the CMSG and the Authority employees agree to form a joint committee (the "Committee") in order to solicit feedback on the implementation and/or use of the system. The Authority's employees will not be required to input additional data as compared to the current requirements. Any future additional requirements will be brought to the Committee.

The Authority commits to continue discussions regarding the interpretations of "hand shake" agreements and to implement those agreements which are agreed to and which are not captured in the current Collective Agreement.

Signatures:

On behalf of Management

Kevin Obermeyer

CEĆ

Stefan Woloszyn

Director of Finance & Administration

· On behalf of CMSG

Roland Gerak

Pfesident, CMSG WB

Zulema Sanabria

Secretary Treasurer, CMSG WB

Collective Agreement The Canadian Merchant Service Guild – and – Pacific Pilotage Authority Canada April 1, 2018 – March 31, 2023 Page 49 of 49

RE:

# COLLECTIVE AGREEMENT

# PACIFIC PILOTAGE AUTHORITY CANADA LAUNCH MASTERS &

# ENGINEERS



# The Canadian Merchant Service Guild

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

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