

COLLECTIVE AGREEMENT

BETWEEN



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

AND



PACIFIC PILOTAGE AUTHORITY OF CANADA
(hereinafter referred to as the "Company")

FOR: FRASER RIVER PILOTS

February 1, 2023 – January 31, 2027

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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: THE 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;*

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 taking into consideration the purpose and principles in accordance with Section 2 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 established by Section 3 of the **Pilotage Act**, hereinafter represented by the Chairperson.
 - b) **"Bargaining Unit"**
Means all the Pilots licensed for Area 1, i.e.: 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) **"Chairperson"**
Means the Chairperson 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 their 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 chairperson 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) **"CEO"**
Means the Chief Executive Officer of the Authority or their 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 Schedule's 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 CEO

1. a) The CEO or Designate 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 CEO or Designate under Sub-Clause (a) may be made orally but shall be in writing later if necessary to the person or persons concerned.
- c) The CEO or Designate 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 their 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. If a Junior Pilot is on turn for a vessel which exceeds their limitations in accordance with the Dispatch Guidelines, they should be dispatched to an earlier assignment that is within their 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 their 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 FTE licensed Pilots.

- b) In drawing up the Duty Roster, a duty 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) calendar 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 Transportation 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 their Pilotage assignment safe pilot boat service to bring them 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 Canada in order to resolve the dispute. Failure by these Parties to resolve the issue will result in the dispute being referred to the Pilot Transportation 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 their regular duty as a Pilot, they 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) calendar 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 their 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 their name shall be replaced on the eligibility list.
- d) No Pilot shall engage in any employment or undertaking that will interfere with their regular duties as a Pilot without the written consent of the 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, lockouts, 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 their 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 their reasonable legal fees and disbursements for their 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 their 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, they shall not be required to answer any questions whatsoever unless their legal or other counsel has had a fair opportunity to be present to advise them.
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 CEO of the Authority.
 - c) If settlement is not reached within twenty-one (21) business days after lodging the written statement with the 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) business 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) business days, choose a single Arbitrator. If the Parties are unable to agree on an Arbitrator within five (5) business 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 their 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 their 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 they 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 their award within ten (10) business days from the date of their appointment providing the time may be extended by mutual consent of the Parties. The Arbitrator shall deliver their award in writing to each Party concerned, and their 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 (1/2) 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 they are 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 their Pilots' licence, if they are 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) calendar days to the extent that earnings are available.
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) calendar 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) calendar 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 BC Medical Services Plan should premiums be reintroduced during the term of this agreement. The Authority will pay one hundred per cent (100%) of the Long Term Disability premium.
Effective February 1st, 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. Effective February 1st, 2023, the Authority will reimburse Pilots for the purchase of a second pair of eye glasses or for a pair of sunglasses up to seven hundred dollars (\$700.00) 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 their 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 in the case of lay-off.
 - 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 in the case of lay-off.

f) A Pilot shall earn sick leave credits at the rate of one and three quarter (1¾) calendar days for each calendar month for which they receive pay for at least ten (10) calendar days. Sick leave shall be cumulative to a maximum of three hundred sixty-five (365) calendar days. If, after accessing sick days, an Employee's bank falls below the maximum allowable three hundred sixty-five (365) calendar days, they will again start accumulating sick days at the above rates until such time as the maximum calendar days are again reached.

If the period of sick leave requested does not exceed five (5) calendar 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) In the case of lay-off, each Pilot shall be allowed two (2) weeks' severance pay for the first year 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.

h) Following the death of a Pilot, there shall be paid to their 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':

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 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 thirty dollars (\$330.00) on an annual basis for the purchase of work related 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 forty dollars (\$440.00) 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.
- l) Each Pilot will receive sixty-six dollars (\$66.00) allowance per month, for gym membership.

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 CEO and the Chairman of the Pilots' Committee. Such a schedule shall not be subject to amendment for a period of forty-five (45) calendar days; emergencies excepted. The schedule may be amended on less than forty-five (45) calendar days' notice in the event of a Pilot becoming aware of a long-term illness or disability.
- c) A Pilot unable to say when they 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 (12th) year of service, four (4) weeks' vacation and shall be allowed vacation pay of eight per cent (8%) of their gross wages for each such year.
 - ii) During the thirteenth (13th) year, up to and including the seventeenth (17th) year of service, five (5) weeks' vacation and shall be allowed vacation pay of ten per cent (10%) of their gross wages for each such year.
 - iii) During the eighteenth (18th) year, up to and including the twenty-third (23rd) year of service, six (6) weeks' vacation and shall be allowed vacation pay of twelve per cent (12%) of their gross wages for each such year.
 - iv) During the twenty-fourth (24th) year of service and successive years, seven (7) weeks' vacation and shall be allowed vacation pay of fourteen per cent (14%) of their 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	Labour Day
British Columbia Family Day	National Day for Truth and Reconciliation
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
BC Day	

- b) If a Pilot is scheduled for duty on any of the named statutory holidays, they shall be paid their normal pay and leave for such duty 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 day's pay and leave for such day.
- d) Notwithstanding the foregoing, each Pilot covered by this Agreement shall receive, in total, twenty-nine decimal twelve (29.12) calendar 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) calendar 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, unless the new leave home time is more than six (6) hours after the old order time in which case the new order time will prevail, 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 they are 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 twenty-one hundred hours (2100) hours daily shall be notified of such dispatch prior to sixteen thirty hours (1630) hours, emergencies relating to safety of navigation excepted, or as soon as practicable following their 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 they has had a minimum rest period of six (6) hours and seven and one-half (7½) hours have elapsed after coming ashore from their assignment. Notice of subsequent assignments shall not take place during this period.
- f) It is agreed that a Pilot will receive three point five (3.5) calendar days' pay for each call-back assignment. If the Pilot called back requests that they 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) calendar days effective the date the Steveston Launch Service was not operational.
- g) The start of the eight (8) hour lead in for the second or third callback cannot overlap with the completion, or the arrive home time, of the previous callback unless there is no other Pilot available.
- h) If a Pilot is called back to duty from regular scheduled duty days off to an assignment which is subsequently cancelled, they will receive pay equal to a "calendar day rate" if the assignment is cancelled prior to their leaving home. If they have not commenced traveling to their assignment, expenses will not be applicable.
- i) 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, the pilot shall be reimbursed at a minimum of four (4) hours at the overtime rate. If the Pilot is required to travel to the meeting, the Pilot shall be reimbursed an additional maximum of one and one-half (1½) hours traveling time either way, at the overtime rate. The Pilot shall be reimbursed for expenses when travel is required to attend a meeting. If that Pilot is on a scheduled duty day, then the meeting shall be considered a normal assignment.
- When a Pilot is required to attend multiple meetings on the same day, on a scheduled day of rest, the reimbursement hours shall be continuous if the duration between the end of the previous meeting and the start of the subsequent meeting is two (2) hours or less.
- The maximum reimbursement for meetings, including travel, that a Pilot is required to attend on a day of rest shall not exceed twelve (12) hours at the overtime rate.

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 calendar 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 twelve hundred hours (1200) of that duty day, overtime will apply from the time of the dispatch until twelve hundred hours (1200), 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 their 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 their regular duty as a Pilot or while en-route to or from an assignment, they shall be reimbursed by the Authority for the loss of such clothing or personal effects.
- b) Any Pilot or their 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 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, they 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 CEO believes, on reasonable grounds, that a Pilot is or has been under the influence of intoxicating liquor or narcotic drugs while on duty, they 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 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 CEO when at any time they become aware that, through defective eyesight or hearing, or through any other physical or mental disability, their 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. (i). 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] calendar days) will be continued for each calendar day while on such course.

ARTICLE 30 Term of Agreement

This Agreement shall be effective on February 1st, 2023 and shall remain in effect until January 31st, 2027. Four (4) months' notice in writing may be given by either Party to the other any time after October 1st, 2026. 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.

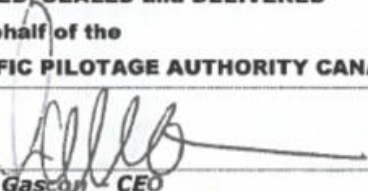
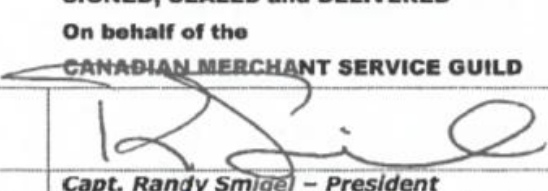


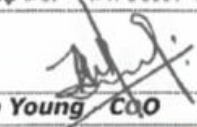
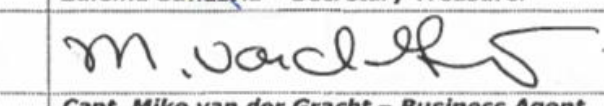

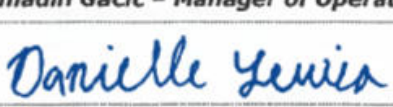
ARTICLE 33 Court Leave

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 their 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
 - ii) 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 Superannuation plan

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	SIGNED, SEALED and DELIVERED On behalf of the CANADIAN MERCHANT SERVICE GUILD
 Julie Gascon - CEO	 Capt. Randy Smigel - President
 Teresa Lei - Director of Finance & Admin	 Zulema Sanabria - Secretary Treasurer
 Brian Young - COO	 Capt. Mike van der Gracht - Business Agent
 Miladin Gacic - Manager of Operations	
 Danielle Lewis - Director, People and Organizational Development	

Signed at Vancouver, BC	this 28th day of	March, 2023
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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:

Effective:	One time increase of 2.8% for tethered tanker assignments	Feb 1/2023 V-CPI (6.41%)	Feb 1/2024 3% or V-CPI*	Feb 1/2025 3% or V-CPI*	Feb 1/2026 3.5% or V-CPI*
Annual	239,968.20	255,350.16	263,010.66	270,900.98	280,382.51
Monthly	19,997.35	21,279.18	21,917.56	22,575.08	23,365.21
28 Day	18,396.83	19,576.06	20,163.34	20,768.24	21,495.13
14 Day	9,198.42	9,788.03	10,081.67	10,384.12	10,747.57
Calendar	657.03	699.15	720.12	741.72	767.68
Leave	814.72	866.95	892.95	919.73	951.92
Duty	1,471.75	1,566.10	1,613.07	1,661.45	1,719.60
Hourly	122.65	130.51	134.42	138.45	143.30
Double	245.30	261.02	268.84	276.90	286.60

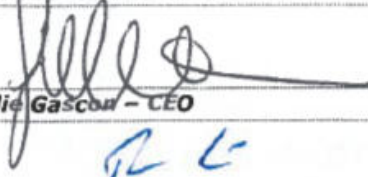
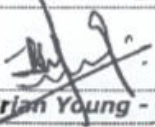
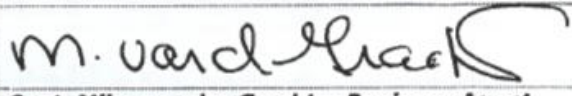
* Whichever is higher, based on Vancouver CPI for the preceding December.

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 one hundred six thousand nine hundred twenty-four dollars ninety-one cents (\$106,924.91) per annum and will be increased annually on February 1st of each year of the contract 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

SIGNED, SEALED and DELIVERED
On behalf of the
CANADIAN MERCHANT SERVICE GUILD

 Julie Gascon - CEO	 Capt. Randy Smigel - President
 Teresa Lei - Director of Finance & Admin	 Zulema Sanabria - Secretary Treasurer
 Brian Young - COO	 Capt. Mike van der Gracht - Business Agent
 Miladin Gacic - Manager of Operations	
 Danielle Lewis - Director, People and Organizational Development	


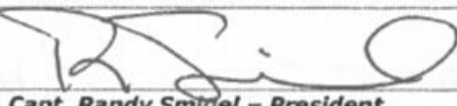
Signed at Vancouver, BC	this 28th day of	March, 2023
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SCHEDULE "B"
Duty Roster
To the Agreement

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 duty days worked by each Pilot, including non-scheduled callouts and accumulated credits, total duty 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 their accumulated leave credits.

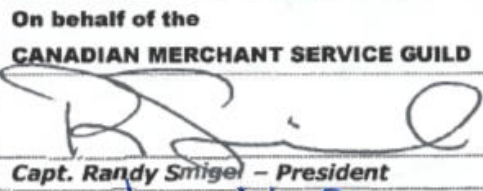


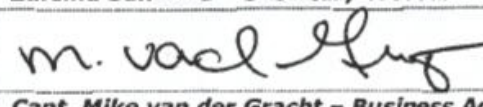
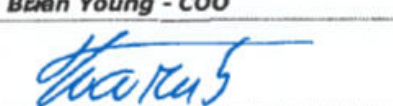

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 <i>Julie Gascon - CEO</i>	 <i>Capt. Randy Smigel - President</i>
 <i>Teresa Lei - Director of Finance & Admin</i>	 <i>Zulema Sabaria - Secretary Treasurer</i>
 <i>Brian Young - COO</i>	 <i>Capt. Mike van der Gracht - Business Agent</i>
 <i>Miladin Gacic - Manager of Operations</i>	
 <i>Danielle Lewis - Director, People and Organizational Development</i>	

Signed at Vancouver, BC	this 28th day of	March, 2023
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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, they 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 their 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 their 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, they shall be paid two decimal two four (2.24) calendar days' pay plus expenses.

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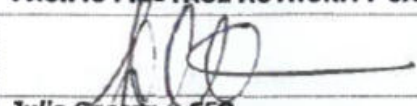
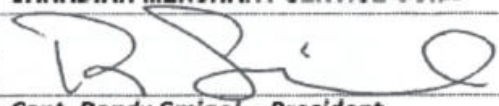
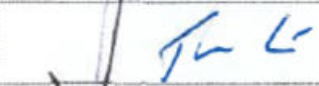

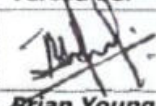
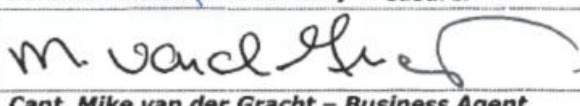


Signed at Vancouver, BC	this 28th day of	March, 2023
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LETTER of UNDERSTANDING #1

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 ninety-four dollars eighty-four cents (\$194.84) paid per assignment 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	SIGNED, SEALED and DELIVERED On behalf of the CANADIAN MERCHANT SERVICE GUILD
 <i>Julie Gascon - CEO</i>	 <i>Capt. Randy Smigel - President</i>
 <i>Teresa Lei - Director of Finance & Admin</i>	 <i>Zulema Sanabria - Secretary Treasurer</i>
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Signed at Vancouver, BC	this 28th day of	March, 2023
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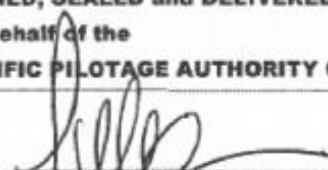
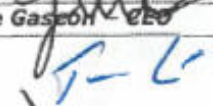


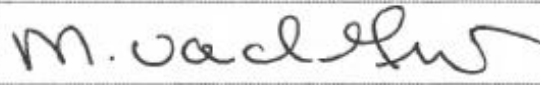


LETTER of UNDERSTANDING #2
Professional Development Fund

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

- Year 1: Thirty-three thousand dollars (\$33,000.00). Any balance remaining from the current Collective Agreement shall be added to the Thirty-three thousand dollars (\$33,000.00).
- Year 2: Fifty-five thousand dollars (\$55,000.00). Any balance remaining from the balance from Year 1 shall be added to the Fifty-five thousand dollars (\$55,000.00).
- Year 3: Thirty-six thousand dollars (\$36,000.00). Any balance remaining from the balance from Year 2 shall be added to the Thirty-six thousand dollars (\$36,000.00) to a maximum of (\$10,000.00).
- Year 4: Fifty-five thousand dollars (\$55,000.00). Remaining balance from Year 3 will be carried over to Year 4 to a maximum carryover of Ten thousand dollars (\$10,000.00).

The current surplus shall remain to be used by Pilots for professional development projects and conferences as recommended by the Pilots' Committee for year 1 of this 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	SIGNED, SEALED and DELIVERED On behalf of the CANADIAN MERCHANT SERVICE GUILD
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Signed at Vancouver, BC	this 28th day of	March, 2023
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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)

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 their 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 their leave credits have been used up. At that time, they will be considered as having retired.

2. Notification

An Area 1 Pilot shall notify the Pacific Pilotage Authority Canada and the Pilots' Committee of their 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 and scheduled for maximum efficiency, and with consideration for the scheduled full-time Pilot's workload.

- 5.** A Half-Time Pilot remains in all other aspects a Full-Time Pilot until their leave credits (excluding sick leave credits) have been used up. At that time, they 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 their 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), (b) and (c)

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 their 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) calendar days for each month in which they receive five (5) days' pay. Sick leave will only be granted to Part-Time Pilots' when they are ill on a day(s) they are scheduled to work.



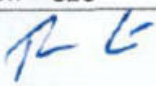


8. Statutory Holidays

A Part-Time Pilot shall be credited with one point zero two six seven (1.0267) calendar days leave for each month they are 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) calendar 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) calendar days written notice.

SIGNED, SEALED and DELIVERED On behalf of the PACIFIC PILOTAGE AUTHORITY CANADA	SIGNED, SEALED and DELIVERED On behalf of the CANADIAN MERCHANT SERVICE GUILD
 Julie Gascon - CEO	 Capt. Randy Smigel - President
 Teresa Lei - Director of Finance & Admin	 Zulema Sanabria - Secretary Treasurer
 Brian Young - COO	 Capt. Mike van der Gracht - Business Agent
 Miladin Gacic - Manager of Operations	
 Danielle Lewis - Director, People and Organizational Development	

Signed at Vancouver, BC	this 28th day of	March, 2023
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PART-TIME CALCULATION of REMUNERATION

(Based on February 1, 2023 Rates)

1. Pilot with 13 to 17 years prior service (five [5] weeks' vacation entitlement):	
50% of 14 day rate = calendar day rate times 14 divided by 2, or	
Calendar rate \$699.15 x 14 = \$9,788.10 divided by 2	\$4,894.05
Vacation pay (10% - 8%) = 2% of \$4,894.05	\$97.88
Sub-total	\$4,991.93
Benefits at 16% of \$4,991.93	\$798.71
TOTAL BI-WEEKLY	\$5,790.64
PROJECTED ANNUAL = \$5,790.640 x 26.089 =	\$151,072.01

2. Pilot with 18 to 23 years prior service (six [6] weeks' vacation entitlement):	
50% of 14 day rate = calendar day rate times 14 divided by 2, or	
Calendar rate \$699.15 x 14 = \$9,788.10 divided by 2	\$4,894.05
Vacation pay (12% - 8%) = 4% of \$4,894.05	\$195.76
Sub-total	\$5,089.81
Benefits at 16% of \$5,089.81	\$814.37
TOTAL BI-WEEKLY	\$5,904.18
PROJECTED ANNUAL = \$5,904.18 x 26.089 =	\$154,034.20

3. Pilot over 24 years of service (seven [7] weeks' vacation entitlement):	
50% of 14 day rate = calendar day rate times 14 divided by 2, or	
Calendar rate \$699.15 x 14 = \$9,788.10 divided by 2	\$4,894.05
Vacation pay (14% - 8%) = 8% of \$4,894.05	\$391.52
Sub-total	\$5,285.57
Benefits at 16% of \$5,285.57	\$845.69
TOTAL BI-WEEKLY	\$6,131.27
PROJECTED ANNUAL = \$6,131.27 x 26.089 =	\$159,958.59

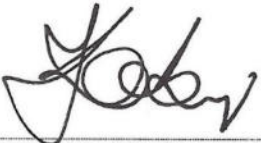



NOTES: Annual schedule includes four (4) weeks annual leave plus twenty-nine decimal twelve (29.12) calendar days for statutory holidays. For vacation purposes, the daily rates have included in them the minimum eight per cent (8%) vacation leave.

LETTER of UNDERSTANDING #4
Fraser River Pilots' Committee

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	SIGNED, SEALED and DELIVERED On behalf of the CANADIAN MERCHANT SERVICE GUILD	
 <i>Kevin Obermeyer – President & 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 nd day of	April, 2013


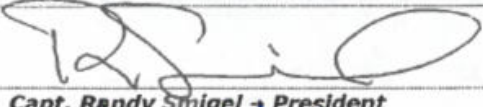
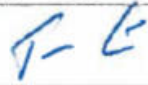
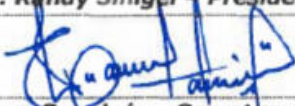

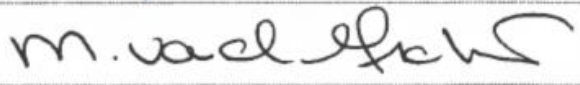


LETTER of UNDERSTANDING #5
Tethered Tug Operations in the Rivers

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 tethered 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, as a result of tankers commencing operations in the river. As of January 2023, Pilot training for tethered tug operations will take place to address the issue of risk mitigation.

SIGNED, SEALED and DELIVERED On behalf of the PACIFIC PILOTAGE AUTHORITY CANADA	SIGNED, SEALED and DELIVERED On behalf of the CANADIAN MERCHANT SERVICE GUILD
 Julie Gascon - CEO	 Capt. Randy Smigel - President
 Teresa Lei - Director of Finance & Admin	 Zulema Sanabria - Secretary Treasurer
 Brian Young - COO	 Capt. Mike van der Gracht - Business Agent
 Miladin Gacic - Manager of Operations	
 Danielle Lewis - Director, People and Organizational Development	

Signed at Vancouver, BC	this 28th day of	March, 2023
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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 672 7811
TELEX 0488637

NATIONAL OFFICE
1150 MORRISON DRIVE
OTTAWA, ONTARIO K2H 8S9
TELEPHONE 629 9531
TELEX 0534780

EASTERN OFFICE
3225 GRANBY AVENUE
MONTREAL, P.Q. H1H 2Z8
TELEPHONE 254 4571
TELEX 05826754

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:

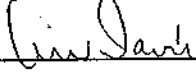
In the matter of the Memorandum of Agreement between the
PACIFIC PILOTAGE AUTHORITY, The FRASER RIVER PILOTS ASSOCIATION
and the CANADIAN MERCHANT SERVICE GUILD, specifically Item 7
dated 25th day of April 1986.

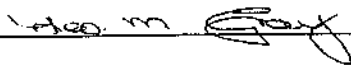
In regards to the above cited matter this letter will constitute
final notification that:-

"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,

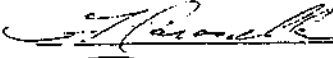
ON BEHALF OF THE
CANADIAN MERCHANT SERVICE GUILD,

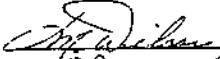





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ON BEHALF OF THE
FRASER RIVER PILOTS ASSOCIATION







COLLECTIVE AGREEMENT

PACIFIC PILOTAGE AUTHORITY CANADA FRASER RIVER PILOTS



The Canadian Merchant Service Guild

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

Tel: 604 . 939 . 8990

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

Fax: 604 . 939 . 8950