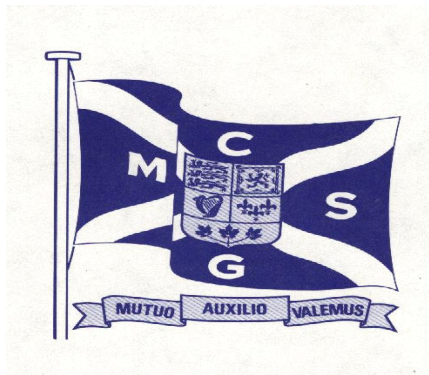


# COLLECTIVE AGREEMENT

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



**AND:** **The City of Prince Rupert**  
( *hereinafter referred to as the "Company"* )



**Effective Date**  
**July 1, 2005 — June 30, 2008**

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**Effective Date**

**July 1, 2005 — June 30, 2008**

# COLLECTIVE AGREEMENT

**BETWEEN:**           **CANADIAN MERCHANT SERVICE GUILD**  
( *hereinafter referred to as the "Guild"* )

**AND:**               **THE CITY of PRINCE RUPERT**  
( *hereinafter called the "City"* )

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WHEREAS an Agreement has been reached between the City of Prince Rupert and the Canadian Merchant Service Guild, representing the Masters, Engineers, Mates and Officers in Training employed on the Digby Island Ferry with reference to the scale of wages and working conditions of the said Masters, Engineers, Mates and Officers in Training.

THEREFORE this Agreement witnesseth that the Parties hereto mutually covenant and agree to and with each other as follows:

## **ARTICLE 1 — PREAMBLE**

- 1.1** The general purpose of this Agreement is to ensure for the City, the Guild and the Officers employed by the City, the full benefits of orderly and legal collective bargaining and to ensure to the utmost extent possible, the safety and physical welfare of the said Officers, economy of operation, standard of service and protection of property. It is recognized by this Agreement to be the duty of the City, the Guild and the said Officers to cooperate fully, individually and collectively, for the advancement of said conditions.

Wherever the word "Officer" is used within this Agreement, it shall mean all Masters, Deck Officers (Mates), Engineers and Officers in Training.

## **ARTICLE 2 — RECOGNITION**

- 2.1** The City recognizes the Guild as the sole bargaining agent for all Masters, Engineers, Mates and Officers in Training employed on vessels owned, operated or directly or indirectly controlled by the City.
- 2.2** The City will employ, as Officers only, members of the Guild in good standing. The Guild will advise the City and conversely, if other than a Guild member is employed in any position covered by this Agreement.

- 2.3** In the event of the City being unable to find a replacement for any man covered by this Agreement in the Prince Rupert area, the City agrees to request same from the Guild Office in Vancouver. Where an Officer is obtained other than from the Guild Office, his name shall be given to the Guild.
- 2.4** Any Officer not obtained through the Guild and not a member of same shall, as a condition of employment, make application to the Guild for membership. Such application shall be made within thirty (30) days of employment with the City.
- 2.5** Effective on the signing date of this Agreement, the City shall deduct on the payroll for the last pay period each month, from the wages due and payable each Officer coming within the scope of this Agreement, an amount equal to the uniform monthly membership fee and regular 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 fee of the Guild in accordance with its constitutional provisions.
- 2.6** The City will employ, as Officers only, Guild members in good standing. Any Officer hired who cannot produce a current valid "Guild Membership Card" shall have deducted from his first pay the Initiation Fee of Fifty Dollars (\$50.00), which shall be forwarded to the Guild Office immediately along with the Officers application for membership. If the Guild record shows the Officer to be in good standing, the initiation will be returned to him.

On the last pay period of each month the City shall deduct from the pay of each Officer the monthly membership fee and any assessment in the amount as advised by the Guild, in accordance with its constitution.

- 2.7** All deductions required under this Clause will be forwarded to the Guild, attention of the Secretary Treasurer, Western Branch, Coquitlam, BC, within sixty (60) days, together with a list in duplicate showing the month and names of the Officers to be effected.

### **ARTICLE 3**

#### **WARRANTY of CONTINUOUS OPERATION**

- 3.1** The Guild, recognizing the desirability of maintaining uninterrupted operation of the Digby Island Ferry, in consideration of this Agreement, undertakes on behalf of itself and its members to maintain and continue operation, insofar as the positions of the Officers are concerned of Vessels operated by the signatory to the Agreement.

## **ARTICLE 4 — STRIKES and LOCKOUTS**

- 4.1 There shall be no strikes, lockouts, tie-ups, slowdowns or stoppages of work for any cause whatsoever during the life of this Agreement. It is the intent of the City and the Guild that all controversies, regardless of their nature, shall be settled amicably and harmoniously under the terms of Article 6.
- 4.2 Refusal to pass through a legally established picket line shall not be construed as a violation of this Clause.
- 4.3 The City agrees not to discriminate against any member of the Guild for his activities on behalf of /or membership in the Guild.

## **ARTICLE 5 — BOARDING PASSES**

- 5.1 Officer's Representatives shall be given access to City property and aboard the Digby Island Ferry, either by checking with the City Office or possession of a boarding pass issued by the City. It is agreed that these visits will not interfere with the sailing or maintenance of the Vessel.
- 5.2 At the times when the City Office is not open, permission shall be obtained from the Master of the Vessel. It is agreed that the city assumes no liability for injury to any Officer Representative while he is on City property.

## **ARTICLE 6**

### **GRIEVANCE and ARBITRATION PROCEDURE**

- 6.1 Any difference concerning the interpretation, application or operation of this Agreement or any alleged violation thereof, including any question as to whether any matter is arbitrable, shall be dealt with in the following manner.
- 6.2 Disputes and appeals arising from the application of this Agreement or from suspensions and/or dismissals which cannot be settled directly between the individual Officer or his superior shall be submitted in writing by the Officer to the Vancouver Office of the Guild, while the superior shall submit his opinion of the dispute in writing to the City Administrator.
- 6.3 Upon receipt of a written grievance referred to above, a Representative of the Guild shall, within fourteen (14) days, submit the grievance in writing to the City Administrator.

- 6.4 If a satisfactory settlement is not reached within fourteen (14) days of the date that the grievance is submitted to the City Administrator, the grievance may, within thirty (30) days of that date, be referred to the Arbitrator, in the manner provided as follows. The time limit may be extended by mutual agreement.
- 6.5 The Party desiring to arbitrate under this procedure shall notify the other Party in writing of its intention, and the particulars of the matter in dispute.
- 6.6 The Party receiving such notice shall, within five (5) days thereafter, confirm such notification in writing.
- 6.7 The Parties shall then confer and shall within five (5) days choose a single Arbitrator to arbitrate the dispute and shall abide by the decision of such Arbitrator. Failing mutual agreement, the Minister of Labour will be asked to appoint a Chairman.
- 6.8 The Arbitrator shall sit, hear the Parties, settle the terms of the question or questions to be arbitrated and to make his award within ten (10) days from the date of his appointment, providing the time may be extended by mutual consent of the Parties. The Arbitrator shall deliver his award in writing to each Party concerned and his award shall be final and binding on both Parties and they shall carry it out forthwith.
- 6.9 Each Party hereto shall respectively assume any expense in connection with the attendance at the sittings of the Board.
- 6.10 Any expense in connection with the appointment of an Arbitrator shall be equally divided between the Parties.

## **ARTICLE 7 — HOURS of DUTY**

- 7.1 Parties of this Agreement subscribe to the principle of the seven and one-half (7½) hour day, five (5) day week in industry but recognizing the impracticability of the seven and one-half (7½) hour day, five (5) day week, because airline schedules must be met, agree that equitable compensation for any time worked over and above seven and one-half (7½) hours per day and five (5) days per week shall be made by time off as provided in .2 or .3 of this Clause, Leave Clause 12 and/or Overtime Clause 26.
- Effective May 1, 2007, the following shall apply:
- Parties of this Agreement subscribe to the principle of the eight (8) hour day, five (5) day week in industry, but recognizing the impracticability of the eight (8) hour day, five (5) day week because airline schedules must be met;

- agree that equitable compensation for any time worked over and above eight (8) hours per day and five (5) days per week shall be made by time off as provided in .2 or .3 of this Clause, Leave Article 12 and/or Overtime Article 26.

7.2 The normal working day shall be twelve (12) hours, but because of the necessity of conforming to airline schedules, the twelve (12) hours worked may be spread over a period of fourteen hours fifteen minutes (14h 15m), commencing at 07:00 hours. To conform to the principles contained in 7.1 above, the leave factor for pay purposes shall be one point four five (1.45) days leave for each day worked.

Effective May 1, 2007, the following shall apply:

- the normal workday shall be thirteen (13) hours, but because of the necessity of conforming to airline schedules, the thirteen (13) hours worked may be spread over a period of fourteen (14) hours commencing at 07:00 hours;
- to conform to the principles contained in 7.1 above, the leave factor for pay purposes shall be one point four five (1.45) days leave for each day worked.

7.3 All hours worked over and above twelve (12) hours, and/or beyond the spread of fourteen hours fifteen minutes (14h 15m), shall be compensated for at overtime rates as outlined in Clause 26 of this Agreement.

Effective May 1, 2007, the following shall apply:

- all hours worked over and above thirteen (13) hours, and/or beyond the spread of fourteen (14) hours, shall be compensated for at overtime rates as outlined in Article 26 of this Agreement.

7.4 It is agreed that due to possible changes in airline schedules this system may have to be changed during the life of this Agreement. In that event, either Party to this Agreement may, upon written NOTICE to their intent to do so, open the Agreement for discussions on this subject. Any Agreement reached as a result of these discussions will be incorporated as an Addendum, as referred to in Clause 27.1.

7.5 It is agreed that the hours of rest regulations shall be applied on the basis of the calendar day beginning at 00:00 hours.

## **ARTICLE 8 — CALL-OUT**

8.1 If an Officer works an extra trip or an emergency arises and less than one (1) hour has elapsed after his normal working time, overtime shall be continuous at a double time rate.

**8.2** When an Officer has completed his regular shift (thirteen [13] hours in a spread of fourteen [14] hours and fifteen [15] minutes) and is free of the ship for a period of one (1) hour or more, a minimum of four [4] hours at the double time rate will be paid if the employed Officer is required to return to the vessel. However, if the call-out is within two (2) hours of his regular shift starting time, the minimum payment for such call-out shall be two (2) hours at the double time rate (Article 26.1).

Effective May 1, 2007, the following shall apply:

- When an Officer has completed his regular shift (thirteen [13] hours in a spread of fourteen [14] hours) and is free of the ship for a period of one (1) hour or more, a minimum of four (4) hours at the double time rate will be paid if the employed Officer is required to return to the vessel. However, if the call-out is within two (2) hours of his regular shift starting time, the minimum payment for such call-out shall be two (2) hours at the double time rate (Article 26.1).

**8.3** Call-outs shall be considered overtime as defined in Article 26.

## **ARTICLE 9 — SENIORITY**

**9.1** A seniority list of all Officers covered by this Agreement shall be prepared forthwith and shall be revised annually on January 2<sup>nd</sup> of each year thereafter. A copy of the seniority list shall be attached to each contract (Collective Agreement) and given to each Ships' Officer and to the Guild.

**9.2** Officers entering the service as new employees, after the signing of this Agreement, shall be considered on probation for a period of six (6) months; if found to be unsatisfactory during this period, their services may be dispensed with after Notice of Intent to the Guild.

**9.3** Once seniority has been established for sixty (60) days without protest, it shall thereafter remain unchanged unless agreed to by mutual consent of all Parties concerned, or if the changes are required under the Clauses of this Section.

**9.4** All promotions of Officers covered by this Agreement shall be based on qualifications, ability and seniority.

**9.5** Any Officer not promoted in his turn, or who has been demoted, shall, upon written request, be furnished the reasons thereof in writing.

## **ARTICLE 10 — PENSIONS**

**10.1** The City agrees to participate on behalf of all Officers in the Municipal Pension Plan, when permitted to do so by the Plan.

## **ARTICLE 11 — JOINT COMMITTEE**

- 11.1** There shall be a Joint Committee set up during the term of this Collective Agreement. This Committee shall meet at the call of either Party to this Agreement. It shall discuss, for mutual benefit, such matters as safety, schedules, education and upgrading, technological change.
- 11.2** The Committee shall not have the authority to amend, delete or alter any Section or Clause of this Agreement.

## **ARTICLE 12 — LEAVE**

- 12.1** In all occupation classifications covered by this Agreement, monthly leave with pay shall be granted as set forth below, exclusive of Annual Vacation and Statutory Holidays.
- 12.2** Days off shall be accumulated as leave and shall be normally taken in the cycle of two (2) weeks on duty and two (2) weeks off duty. Any recall to duty during the two (2) weeks off may be paid for at the double time rate or accumulated the equivalent time off, in addition to the time already earned. That is one (1) day of time off worked puts three (3) days off with pay in the leave bank, or one (1) day off with pay in the bank and one day's pay at double time.
- 12.3** In computation of time off for Officers, leave shall be calculated to the nearest one-half ( $\frac{1}{2}$ ) day.
- 12.4** Twenty-four (24) hours consecutively free from the ship shall constitute one (1) day off.
- 12.5** When a vessel is laid up for overhaul etcetera, it shall be understood that an Officer with any accumulated leave due shall take such leave while the vessel is laid up unless requested by the City to work by his vessel. In such case, Section 23.1 of this Agreement shall be in effect. Decision as to whether sea-going personnel shall be retained to work on vessels while in port for overhaul or repair, shall rest with the City. Immediately after the vessel is tied up for overhaul or repair, it shall be the responsibility of the City to inform the Officers not to report for work. If an Officer is not advised and reports to work, he shall be paid for the entire day. An Officer may elect to continue to receive his regular salary for any days when he is not required to work, and such time will be deducted from subsequent accumulated leave.
- 12.6** The City shall, at the commencement of January 1<sup>st</sup> in each calendar year, provide an accounting of accumulated leave remaining on hand for each Officer. The accounting shall be provided on a type written page listing the amount of accumulated leave earned in the preceding calendar year, the amount of time off, and amount of leave remaining on hand.
- 12.7** Officers shall be given thirty (30) days notice before terminating employment. This shall not apply in case of discharge for cause.

### **ARTICLE 13 — PAY in LIEU of LEAVE**

- 13.1** Pay in lieu of leave shall not be tendered or accepted, except as mutually agreed upon between the Guild and the City.
- 13.2** That relief personnel are not to be paid off, but are to be paid for their days worked and given the equivalent days off with pay and be shown on the records as employed for the total of such days.

### **ARTICLE 14 — ANNUAL LEAVE**

- 14.1** An Officer shall receive twenty-one (21) consecutive days annual vacation upon completion of one (1) year of service to the City and for each succeeding year. He shall be paid for such vacation on the basis of six per cent (6%) of gross wages earned in each year.
- 14.2** An Officer shall receive twenty-eight (28) consecutive days annual vacation upon completion of six (6) years of service with the City. He shall be paid for such vacation on the basis of eight per cent (8%) of gross wages earned during his sixth (6<sup>th</sup>) and succeeding years of service.
- 14.3** An Officer shall receive thirty-five (35) consecutive days annual vacation upon completion of twelve (12) years of service with the City. He shall be paid for such vacation on the basis of ten per cent (10%) of gross wages earned during his twelfth (12<sup>th</sup>) year and succeeding years of service.
- 14.4** An Officer shall receive forty-two (42) consecutive days annual leave upon completion of eighteen (18) years of service with the City. He shall be paid for such vacation on the basis of twelve per cent (12%) of the gross wages earned during his eighteenth (18<sup>th</sup>) and succeeding years of service.
- 14.5** Effective March 9, 2006, the following shall apply:
- An Officer shall receive forty-nine (49) consecutive days annual leave upon completion of twenty-three (23) years of service with the City;
  - He shall be paid for such vacation on the basis of fourteen per cent (14%) of the gross wages earned during his twenty-third (23<sup>rd</sup>) and succeeding years of service.
- 14.6** Vacation time may be accumulated to be taken in conjunction with time off, both of which shall be taken in the ten (10) months following the year in which service was rendered.

- 14.7 When the annual vacation schedule is posted, all annual leave and all accumulated time off for the preceding calendar year will be accounted for. The vacation schedule shall allow each Officer two (2) weeks holiday in conjunction with two (2) weeks earned, (total of four [4] weeks consecutive), if the said Officer desires. All other time accumulated may be scheduled to accommodate the City with respect to relief personnel and rotation.
- 14.8 Officers terminating their employment after thirty (30) days or more service shall be paid all vacation due them up to leaving, calculated in accordance with Clause 14.1, 14.2 and 14.3 of this Agreement.

**ARTICLE 15 — DESIGNATED HOLIDAYS**

- 15.1 All Officers will be given eleven (11) Designated Holidays off, if possible, namely:

New Years Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
BC Day	

and all Civic declared holidays and those proclaimed by Federal-Provincial proclamation.

- 15.2 Where an Officer is required to work on any of the designated holidays, he shall receive in addition to his calendar days pay and pay for leave, an amount equivalent to the earned per day worked at time and one-half (1½) which will be credited to his overtime account.
- 15.3 Where a designated holiday falls during an Officers weekly or annual leave, he shall be credited with his normal calendar days pay and pay for leave.

**ARTICLE 16 — LEGAL DEFENCE INSURANCE**

- 16.1 Legal Defence Insurance for Officers covered by this Agreement shall be provided in the following manner:
- The Guild shall provide Legal Defence Insurance which shall be paid for by the City at a rate of twenty five dollars (\$25.00) per month for each Officer in its employ effective the date the Agreement is signed.
- 16.2 The City and Officers shall be advised as to the terms, conditions and extent of coverage so placed.

## **ARTICLE 17 — DUTIES OTHER THAN as an OFFICER**

- 17.1** If an Officer performs duties such as handling freight or cargo, he shall be paid for such work in addition to his regular pay as an Officer. The rate of pay per hour for such work shall be five dollars (\$5.00). The minimum period for such work shall be one (1) hour and shall be computed thereafter on one-half ( $\frac{1}{2}$ ) hour periods. This shall not apply to any Ship's stores, however handled.

## **ARTICLE 18 — TRAVELLING EXPENSES**

- 18.1** Officers engaged for or discharged from a vessel away from the base port will have their travelling expenses paid by the City to or from the base port, except in case of discharge for cause.
- 18.2** Officers required to join their vessel beyond the City Limits shall receive such additional normal fares as are expended.
- 18.3** When an Officer is required to join his vessel away from the base port, wages and time off shall commence at the time he is dispatched from the point of hiring.

## **ARTICLE 19 — ACCOMMODATION**

- 19.1** Accommodation befitting the standard of an Officer shall be maintained at all times.
- 19.2** Equipment and utensils for the making of tea and coffee shall be provided aboard the vessel for the use of the Officers.

## **ARTICLE 20 — SICK LEAVE and GROUP INSURANCE**

- 20.1** Temporary employees shall receive sick leave equivalent to one and one-quarter ( $1\frac{1}{4}$ ) days for each month.
- 20.2** Permanent employees shall receive sick leave equivalent to one and one-quarter ( $1\frac{1}{4}$ ) days for each month worked, but not exceeding two hundred (200) days.
- 20.3** Absences of all employees in excess of forty-eight (48) hours may be required to be substantiated by a Doctor's Certificate of unfitness for duty. A Doctor's Certificate may also be required, from all employees, after any number of sick leave absences in any one (1) year. The City will defray the cost of the Certificate, if there is one.

**20.4** In the event of an illness or injury compensable by the Workers' Compensation Board, an employee will be entitled to receive his full wages less deductions from the City up to a period of six (6) full months from the date of accident, for the time he is actually covered by the Workers' Compensation Board and the City shall receive his compensation cheque for the said period.

**20.5 Medical Insurance**

The City will provide the following benefits to all employees who request such coverage and the City shall pay the registration fee and premiums on the following basis:

- a) Medical Services Plan:
  - after one (1) month's service.
- b) MSA Extended Health Plan and MSA Pharamanet Plan:
  - includes prescription eyeglass coverage of three hundred and fifty dollars (\$350.00) per family member every two (2) years after three (3) month's service.)
- c) MSA Dental Plan:
  - Plan A: one hundred per cent (100%).
  - Plan B: eighty-five per cent (85%).
  - Plan C: one hundred per cent (100%).

Plan "C" lifetime maximum per insured person is seven thousand dollars ( \$7,000.00).  
The City shall pay one hundred per cent (100%) of the monthly premium.
- d) Travel for Medical shall be covered as follows:
  - by air, bus, rail, ferry or private vehicle at thirty-one cents (\$0.31) per kilometre (total cost shall not exceed air fare).
  - in province: accommodation at a commercial facility for the patient and attendant to a maximum of sixty dollars (\$60.00) per day for up to seven (7) days.
  - out of province: accommodation at a commercial facility for the patient and attendant to a maximum of one hundred sixty dollars (\$160.00) per day for up to fourteen (14) days.
- e) Plan maximum limitation per person covered shall be one million dollars (\$1,000,000.00).

**20.6** All employees shall be granted the maximum of three (3) days leave, without loss of pay, in the case of death of a close relative in his or her family, ie: wife, husband, child, mother, father, sister or brother, plus up to three (3) days travel time if the funeral is out of the Province.

**20.7** The City agrees to provide all present and future members of the permanent staff with an eighty thousand dollar \$80,000.00 (Double Indemnity) Group Insurance Policy on the basis that the City will pay one hundred per cent (100%) of the premium.

## **20.8 Use of Sick Leave**

Deductions shall be made from an Officer's accumulated sick leave when:

- a) When an Officer is unable to attend work due to non-compensable (WCB) injury or illness.
- b) When an Officer is granted time off for the purpose of an appointment relating to physical health with a Licensed Professional Practitioner, the granting of such time off shall not be unreasonably withheld.
- c) In cases of illness of an immediate member of the family of an Officer where a Licensed Professional Practitioner deems the presence of the Officer necessary, the Officer shall be granted such time off.

**20.9** Upon retirement, an Officer shall have twenty-five per cent (25%) of his accumulated sick leave paid out in addition to his severance pay as part of his separation pay.

**20.10** The City will contribute one-quarter ( $\frac{1}{4}$ ) day per month per Officer to a sick leave bank not to exceed sixty (60) days. The Officer shall apply, on the approved form to the Human Resource Coordinator, with a Doctor's certificate. It is understood that all other forms of income replacement, such as Employment Insurance, will be utilized prior to allocation of funds from this sick leave bank.

## **ARTICLE 21 — SUBSISTENCE**

**21.1** If required to work on overhaul away from home port, accommodation and meals shall be provided.

## **ARTICLE 22 — MARINE DISASTER or MARINE MISHAP**

**22.1** Any Officer, who while in the employ of the City, suffers loss of clothing or loss of personal effects through Marine Disaster or Marine Mishap, shall be compensated by the payment of up to four hundred dollars (\$400.00), according to the loss sustained. In special cases involved in the loss of tools or navigational equipment, additional compensation up to six hundred dollars (\$600.00) shall be considered. In the latter case, a list of tools and equipment brought aboard must be supplied to the City prior to sailing.

## **ARTICLE 23 — VESSELS in PORT**

**23.1** When a vessel is tied up for repairs or overhaul, Officers may be assigned to work their normal shifts.

**23.2** It is mutually agreed that as a general rule, repair work will not be carried out on Saturday or Sunday.

- 23.3** Any time worked after seven and one-half (7½) hours Monday to Friday inclusive, shall be paid for at the rate of time and one-half (1½). Any time worked on Saturday or Sunday or when more than two (2) hours overtime is worked on a regular day, shall be paid for at the rate of double time.

#### **ARTICLE 24 — LEAVE of ABSENCE**

- 24.1** The City will grant Leave of Absence to employees who are appointed or elected to a Guild Office to a period of up to and including three (3) years. Further Leave of Absence may be granted by mutual consent. Any employee who obtains such Leave of Absence shall return to the City within thirty (30) calendar days after completion of his term of employment with the Guild.
- 24.2** It is agreed that before the employee receives this Leave of Absence as set forth above, the Employer will be given due notice in writing by the Guild in order to replace the employee with a competent substitute.

#### **ARTICLE 25 — MONTHLY and BI-WEEKLY RATES OF PAY**

- 25.1** See Schedule "A" Attached.
- 25.2 Senior Officers**  
The Senior Master and Senior Engineer, because of extra responsibilities, will be paid an additional rate as outlined on Schedule "A".

#### **ARTICLE 26 — OVERTIME**

- 26.1** Overtime rates shall be equivalent to two (2) times the hourly rate and shall be paid as follows:
- a) an Officer performing overtime work which ceases before the expiration of one (1) hour, shall nevertheless be credited with one (1) hour's overtime;
  - b) after the first hour of overtime, each further period of fifteen (15) minutes or part thereof shall entitle the Officer to one quarter (¼) the applicable hourly overtime rate.
- 26.2** For the purpose of 26.1 of this Agreement, any time worked prior to or later than the normal shift subject to Article 7.3 shall be considered and paid for as overtime.
- 26.3** Overtime at the above rate shall be paid for all hours worked in excess of thirteen (13) hours, whenever Article 26.1 is in effect.

- 26.4** Each Officer shall have the right to choose to either receive payment in cash for such overtime or convert the overtime to accumulated leave, to be taken as time off with pay. This choice must be indicated to the Employer on the 1<sup>st</sup> of April and the 1<sup>st</sup> of October in each year. Such choice to be in effect for the ensuing six (6) months.
- 26.5** All converted overtime must be taken during the following calendar year.

### **ARTICLE 27 — INTERPRETATION**

- 27.1** Any clarifications that are mutually agreeable to the Parties hereto may be made and incorporated as an Addendum to the Agreement. Any such clarification shall be in writing and signed by the Parties hereto.

### **ARTICLE 28 — JURY DUTY**

- 28.1** An employee who is required to serve as a juror or a court witness shall receive his regular rate of pay for the period of absence, the court or jury fee to be offset.

### **ARTICLE 29 — CLOTHING**

- 29.1** The City shall supply uniforms of a cut and quality as agreed by the Joint Committee. Each Officer shall be supplied with short pile lined rubber boots.

### **ARTICLE 30 — SEVERANCE PAY**

- 30.1** Severance Pay equivalent to three (3) weeks pay for the first (1<sup>st</sup>) and second (2<sup>nd</sup>) year of service and two (2) additional weeks pay for each additional year of service or part thereof shall be paid upon retirement at age sixty-five (65), or on early retirement after reaching fifty-five (55) years of age. It is agreed that the normal retirement age is sixty-five (65) years.

### **ARTICLE 31 — RETROACTIVITY**

- 31.1** Upon conclusion of this Agreement, all monetary Clauses negotiated shall be payable retroactively. During this period of retroactivity, Officers who terminate shall be covered up to the date of their termination.

**ARTICLE 32 — LONG TERM DISABILITY**

32.1 The City agrees to continue to administer a long-term disability plan paid for by the Officers, that provided a monthly benefit of sixty-six and two-thirds percent (66 2/3%) of the Officers monthly basic rate of pay to a maximum of four thousand dollars (\$4,000.00) for total disability from the Officers regular occupation (BC Public Employee's Long Term Disability Plan).

**ARTICLE 33 — EDUCATION and UPGRADING**

33.1 The City shall provide leave with pay and pay all costs in connection with any training program for Officers covered by this Collective Agreement required by the City or competent Government authority as required in the Officers employment.

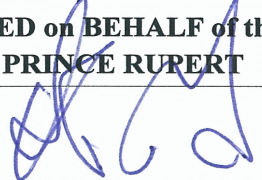
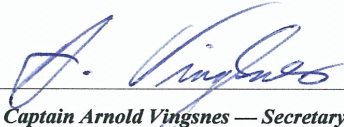
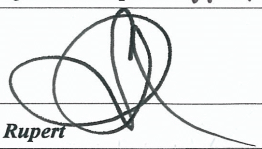
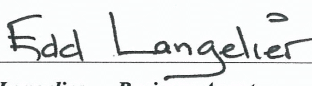
33.2 In the event the Digby Island Ferry Service experiences a surplus of employee's because of a reduction in staffing requirements, the Guild and City will meet to discuss any training allowance the City may offer.

**ARTICLE 34 — TERMINATION**

34.1 The terms and conditions of this Agreement shall be binding and remain in full force and effect from July 1, 2005 to June 30, 2008 and shall continue from year to year thereafter until a new Agreement is reached as provided for in the statutes of the Province of British Columbia.

**ARTICLE 35 — PAGER ALLOWANCE**

35.1 Effective date of ratification of the Collective Agreement, there shall be a pager allowance paid of ten dollars (\$10.00) per day to one (1) employee for the full three hundred and sixty-five (365) days of the year for carrying and responding to pager calls.

EXECUTED on BEHALF of the CITY OF PRINCE RUPERT	EXECUTED on BEHALF of the CANADIAN MERCHANT SERVICE GUILD
	
<i>Mayor — City of Prince Rupert</i> Herb Pond	<i>Captain Arnold Vingsnes — Secretary Treasurer</i>
	
<i>City of Prince Rupert</i> Thomas J. Ireland, Corporate Administrator	<i>Edd Langelier — Business Agent</i>

<b>Dated at Prince Rupert, BC</b>	this <b>8<sup>th</sup></b> day of	<b>January, 2006</b>
<b>Dated at Coquitlam, BC</b>	this <b>6<sup>th</sup></b> day of	<b>January, 2006</b>

## SCHEDULE "A"

**Effective July 1<sup>st</sup>, 2005**

	Senior Master Senior C/Eng	Master C/Eng	Mate	Officer in Training
<b>Annual</b>	\$64,196.20	\$62,747.15	\$56,491.05	\$48,628.95
<b>Monthly</b>	\$5,349.68	\$5,228.93	\$4,707.59	\$4,052.41
<b>Calendar Day</b>	\$175.88	\$171.91	\$154.77	\$133.23
<b>Pay for Leave</b>	\$218.08	\$213.17	\$191.91	\$165.21
<b>Earned per Day Worked</b>	\$393.96	\$385.08	\$346.68	\$298.44
<b>Hourly</b>	\$32.83	\$32.09	\$28.89	\$24.87
<b>Double Time Rate</b>	\$65.66	\$64.18	\$57.78	\$49.74

**Effective May 1<sup>st</sup>, 2007 ( Implementation of Forty [40] Hour Week )**

	Senior Master Senior C/Eng	Master C/Eng	Mate	Officer in Training
<b>Annual</b>	\$68,474.00	\$66,930.05	\$60,257.85	\$51,870.15
<b>Monthly</b>	\$5,706.17	\$5,577.50	\$5,021.49	\$4,322.51
<b>Calendar Day</b>	\$187.60	\$183.37	\$165.09	\$142.11
<b>Pay for Leave</b>	\$239.19	\$233.80	\$210.48	\$181.20
<b>Earned per Day Worked</b>	\$426.79	\$417.17	\$375.57	\$323.31
<b>Hourly</b>	\$32.83	\$32.09	\$28.89	\$24.87
<b>Double Time Rate</b>	\$65.66	\$64.18	\$57.78	\$49.74
<b>Bi-Weekly Rate</b>	\$2,626.40	\$2,567.18	\$2,311.26	\$1,989.54

**Note:** Factor used is 2.275 ... Annual Hours Equal 2087.12

**Effective July 1<sup>st</sup>, 2007 ( One Per Cent [1%] )**

	<b>Sr Master Sr C/Eng</b>	<b>Master C/Eng</b>	<b>Mate</b>	<b>Officer in Training</b>
<b>Annual</b>	\$69,163.85	\$67,598.00	\$60,860.01	\$52,392.10
<b>Monthly</b>	\$5,763.65	\$5,633.17	\$5,071.68	\$4,366.00
<b>Calendar Day</b>	\$189.49	\$185.20	\$166.74	\$143.54
<b>Pay for Leave</b>	\$241.59	\$236.13	\$212.60	\$183.02
<b>Earned per Day Worked</b>	\$431.08	\$421.33	\$379.34	\$326.56
<b>Hourly</b>	\$33.16	\$32.41	\$29.18	\$25.12
<b>Double Time Rate</b>	\$66.32	\$64.82	\$58.36	\$50.24
<b>Bi-Weekly Rate</b>	\$2,652.86	\$2,592.80	\$2,334.36	\$2,009.56

*Note:* Factor used is 2.275 — Annual Hours Equal 2087.12

## APPENDIX "B"

### LETTER of UNDERSTANDING

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Canadian Merchant Service Guild  
310 — 218 Blue Mountain Street  
Coquitlam, BC  
V3K 4H2

City of Prince Rupert  
424 — 3rd Avenue  
Prince Rupert, BC  
V8J 1L7

Attention: Mr. Leo M. Gray, Secretary-Treasurer

Dear Sir:

**RE: DUTIES OTHER THAN AS AN OFFICER**

Notwithstanding the provisions of Clause 17.1, it is understood the crew will be responsible for:

- Keeping the Pontoons on the City side pumped of water;
- Keeping the washrooms clean and tidy;
- Basic preventive maintenance, i.e.: making up new tie-up lines;
- Keeping the deck clean and touch up painting (not to include major structural painting, hull painting or painting in void spaces);
- Preventative maintenance in the Engine Room, i.e.; oil changes, hose replacement, and other major repairs;
- Drive Ramp Maintenance.

The above noted duties shall not incur to the City any premium pay unless such duties are required on overtime.

Yours Sincerely,

RECEIVED AND ACCEPTED BY THE  
CANADIAN MERCHANT SERVICE GUILD

RECEIVED AND ACCEPTED BY  
CITY OF PRINCE RUPERT

---

Leo M. Gray  
Secretary-Treasurer

---

William J. Smith  
City Administrator

# COLLECTIVE AGREEMENT

## THE CITY of PRINCE RUPERT



### Canadian Merchant Service Guild

Western Branch

#310 – 218 Blue Mountain Street

Coquitlam, BC

V3K 4H2

Tel: 604 . 939 . 8990

Email: [cmsgwb@cmsg.org](mailto:cmsgwb@cmsg.org)

Fax: 604 . 939 . 8950

Website: [www.cmsg-gmmc.ca](http://www.cmsg-gmmc.ca)