

SOURCE	AUTHORITY		
Exp.	92	04	01
TERM.	94	03	31
No. OF EMPLOYEES	27		
NOMBRE D'EMPLOYÉS	D.L.		

AGREEMENT

BETWEEN

GREAT LAKES PILOTAGE AUTHORITY, LTD.

AND

CORPORATION OF PROFESSIONAL GREAT LAKES PILOTS

0324905

AGREEMENT made this

27th day of July

, 1991, at St. Catharines,
Province of Ontario.

BETWEEN:

GREAT LAKES PILOTAGE AUTHORITY, LTD., a
body corporate established under the
Pilotage Act, having its head office in
Cornwall, Ontario.
(hereinafter called the "Authority")

AND:

CORPORATION OF PROFESSIONAL GREAT LAKES
PILOTS a body corporate duly
incorporated under the Canada
Corporations Act, having its head office
in St. Catharines, Ontario.
(hereinafter called the "Corporation").

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ARTICLE 1 **PURPOSE OF** **SEMEI**

1.01 The purpose of this Agreement is to maintain a harmonious and mutually beneficial relationship between the Authority, the pilots and the Corporation, to set forth certain terms and conditions of employment relating to remuneration, benefits and general working conditions affecting the pilots covered by this Agreement and to ensure that all reasonable measures are provided for the safety and occupational health of the pilots.

1.02 The parties recognize that:

- (a) An efficient pilotage service is the most effective means of achieving safety of navigation and the safe and speedy movement of ships;
- (b) Pilotage requires specialized knowledge of navigation in confined waters and local knowledge of the waters of the district including the channels, currents, the depths of waters, the anchorages and aids to navigation.
- (c) The participation of the Corporation and its members is essential to the achievement of the objects of the Authority;
- (d) For the purpose of the Agreement, and in accordance with Section 9 of the Pilotage Act, pilots are employees of the Authority.

ARTICLE 2 **DEFINITIONS AND INTERPRETATIONS**

2.01 For the purpose of this Agreement,

- (a) "assignment" means a dispatch to a vessel for the purpose of carrying out pilotage duties in a defined pilotage area and for which a distinct pilot source form is required to be completed for each area;
- (b) "Authorized representative of the Corporation" means a person designated by the Corporation to represent it for the purpose of this Agreement or to represent an aggrieved pilot in the processing of a grievance;
- (c) "continuous employment" means employment in the service of the Authority and the Public Service of Canada without interruption during consecutive seasons;
- (d) "Corporation" means Corporation of Professional Great

Lakes Pilots;

- (e) "daily rate of pay" means a pilot's monthly rate of pay divided by twenty-two;
- (f) "day" means a calendar day unless otherwise stated;
- (g) "employer" means the Great Lakes Pilotage Authority, Ltd.,
- (h) "Federation" means the Federation of St. Lawrence River and Great Lakes Pilots;
- (i) "grievance" means a complaint in writing presented by a pilot on his own behalf or on behalf of himself and one or more other pilots;
- (j) "leave of absence" means permission granted by the Authority to be absent from duty;
- (k) "membership dues" mean those dues established pursuant to the constitution of the Corporation but shall not include any initiation fee, insurance premium or special levy;
- (l) "navigation season" shall mean, in any given year, that period of time between the starting date of the first assignment in District 2, but not earlier than forty-eight (48) hours before the passing of the first commercial vessel in the Montreal-Lake Ontario sector of the St. Lawrence Seaway, to a vessel which is required under the Regulations to be under the conduct of a pilot, until the end of the day on which is completed the normal rest following the last assignment in District 2 to a vessel required under the Regulations to be under the conduct of a pilot, provided that if such last assignment is upbound, such assignment order time is not later than forty-eight (48) hours after the order time of the last downbound assignment (in the event of a conflict between this provision and Article 11.04(b), Article 11.04(b) shall prevail).
- (m) "pilot" means a licensed pilot as defined by the Pilotage Act and includes an apprentice-pilot unless the context provides otherwise;
- (n) "retired pilot under contract" (referred to hereinafter as a contract pilot) means a licensed pilot as defined by the Pilotage Act who has retired and has an individual agreement with the Authority. Contract pilots are subject to the Working Rules and the Work

and Rest Schedules of pilots,

- (o) "rest period" means those days off duty on a cyclical basis as set forth in the schedules;
- (p) "schedules" means timetables pursuant to pilots' rest periods and summer vacations;
- (q) "weekly rate of pay" means five times the daily rate of pay.

2.02 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 3 APPLICATION

3.01 The provisions of this Agreement shall apply to the pilots in the bargaining unit, the Corporation and the Authority.

ARTICLE 4 LEGISLATION AND THE COLLECTIVE AGREEMENT

4.01 In the event that any law passed by Parliament renders null and void any provision of this Agreement, the remaining provisions of the Agreement shall remain in effect for the term of the Agreement.

ARTICLE 5 RECOGNITION

5.01 The Authority recognizes the Corporation, a member group of the Federation, as the exclusive bargaining agent of all the Canadian licensed pilots employed by the Authority in and for pilotage Districts No. 2 and 3 of the Great Lakes and Lakes Erie, Huron, Michigan and Superior, and the sole agent through which representations may be made in all matters affecting the pilots collectively or individually.

ARTICLE 6

UNION SECURITY

- 6.01 (a) All pilots in the bargaining unit who were members of the Corporation at the date of coming into force of this Agreement, must remain members in good standing of the Corporation for the complete duration of this Agreement as a condition of continuous employment as pilots: and any person who becomes an employee of the Authority after the coming into force of this Agreement shall, within thirty (30) days of the granting of his license and as a condition of his continuous employment as a pilot, become and remain a member in good standing of the Corporation for the complete duration of this Agreement.
- (b) The Corporation shall permit a licensed pilot or an apprentice-pilot in the bargaining unit who is not a member of the Corporation to become a member of the Corporation on the same terms and conditions as the licensed pilots and apprentice-pilots who are members of the Corporation. For the duration of this Agreement, the Corporation shall not increase the Initiation fees beyond what they were on the date of signing of this Agreement.
- (c) The Corporation recognizes that the pilots and apprentice-pilots are employees of the Authority and that the Authority will not be required to terminate that employment by reason of the rejection of an application for membership in the Corporation or the expulsion or suspension from membership in the Corporation of an employee on grounds other than a failure to pay to the Corporation the regular initiation fees and/or the regular monthly membership dues.
- (d) The Authority shall deduct an amount equal to the membership dues from the pay of all pilots in installments as agreed to between the parties.
- 6.02 The Corporation shall inform the Authority of the regular monthly uniform dues authorized in accordance with the Constitution and By-Laws of the Corporation.
- 6.03 For the purpose of applying Clause 6.01, deductions from pay for each pilot or apprentice-pilot in respect of each month of employment will start with the first full calendar month of membership to the extent that earnings are available.
- 6.04 The amount deducted in accordance with Clause 6.01 shall be remitted to the Bank Account of the

Corporation within thirty (30) days after deductions are made and shall be accompanied by particulars identifying each pilot and the deductions made on his behalf.

6.05 The Corporation agrees to indemnify and save the Authority harmless against any claim or liability arising out of the application of this article except for any claim and liability arising out of an error committed by the Authority.

6.06 The Authority will deduct initiation fees, insurance premiums or any special levy for individual pilots upon receipt of authorization in writing from the individual pilot concerned.

ARTICLE 7 **TIME OFF FOR CORPORATION REPRESENTATIVES**

7.01 Meetings attended by official representatives of the Corporation, at the request of the Authority, shall be at the expense of the Authority. Those involved will be held at the bottom of the "Tour de role" until completion of the meeting and will be permitted the usual rest after assignment before being called.

Those on a rest period at the time of attending a meeting will be granted an additional twenty-four (24) hours for each twenty-four (24) hour period lost. For this purpose, a meeting and attendant travel time requires a minimum period of three (3) hours. Reasonable expenses incurred for the purpose of attending any such meeting out of the District shall be reimbursed by the Authority in accordance with the provisions of Article 14 of this Agreement.

On the day before such meeting and whenever operating requirements permit, a pilot required for such a meeting shall not be dispatched to any assignment expected to end after 1800 hours.

7.02 The parties agree that every effort shall be made to conduct negotiations for renewal of this Agreement during the non-navigation season and if not concluded by the start of navigation the Authority shall grant leave, with pay, to a maximum of five (5) representatives of the Corporation to participate in the negotiations.

7.03 Official representatives of the Corporation or of the Federation may hold periodic meetings during the season to discuss policy and any current problems that may arise from time to time. Such meetings shall be

arranged so as to cause the least disruption to the "tour de role". There shall be no loss of pay for any day used for such purposes up to a maximum of fifteen (15) man-days per year. Unused days in any given year shall accumulate up to a maximum of twenty-five (25) man-days. No more than five official representatives at a time may hold such meetings which may not exceed three consecutive days.

7.04 A pilot who is a member of the Board of the Authority may choose to receive the established stipendium or his salary.

ARTICLE 8 **PROVISION OF BULLETIN SPACE**

8.01 Reasonable space on bulletin boards will be made available to the Corporation for the posting of Official Corporation or Federation notices in convenient locations as determined by the Authority.

ARTICLE 9 **GRIEVANCE PROCEDURE**

9.01 Should a pilot or the Corporation believe that a pilot has been unjustly dealt with or that the provisions of this Agreement have not been complied with, the following procedures shall apply:

STEP 1: A written complaint or grievance shall be presented to the Western Supervisor of the Authority after notifying the Corporation, as soon as practicable but not later than thirty (30) days of the date of the alleged incident by the aggrieved pilot and/or not more than two (2) Corporation representatives, and the Western Supervisor shall render his decision within seven (7) days.

If the complaint or grievance is the result of a despatch in contravention of the Working Rules, compensation may be paid as agreed to by the Corporation and the Supervisor.

STEP 2: If a complaint or grievance is not adjusted to the satisfaction of the Corporation under Step 1, it shall be taken up with the General Manager of the Authority or his delegate who shall render his decision within ten (10) days.

STEP 3: If the decision of the General Manager or his delegate is not acceptable to the Corporation, the Corporation shall within thirty (30) days forward the complaint or grievance to the Authority, and the Authority or its Chairman shall render a decision

within thirty (30) days.

- 9.02 If the Corporation and the Authority are unable to agree to the adjustment of any complaint or grievance or in regard to any matter as to which Agreement is called for herein, either party may, in writing, within sixty (60) days, require that the matter be referred to a Board of Arbitration.
- 9.03 A Board of Arbitration established pursuant to the preceding article, shall consist of one (1) member selected by the Corporation and one (1) member selected by the Authority, together with a third member who shall be the Chairman and who shall be jointly selected by the other two (2) members. If agreement cannot be reached as to the selection of a Chairman, either party may then request the Federal Minister of Labour to appoint a Chairman.
- 9.04 A Board of Arbitration to which a matter is referred shall hear all evidence in the case and shall render a decision by a majority vote, which decision shall be final and binding upon the parties to this Agreement.
- 9.05 The cost of the Chairman of a Board of Arbitration shall be borne equally between the parties to this Agreement.
- 9.06 A Board of Arbitration is not authorized to alter, modify or amend any part of this Agreement provided that the board shall have the power to make a just and equitable determination and this shall include the right to award, with or without, degree of compensation.
- 9.07 The time limits provided for by this Article may be extended by mutual agreement between the parties, but no matter shall be nullified through a technical question raised in respect to a lapse of time occurring due to a reasonable oversight or resulting from a misunderstanding or reasonable delay.
- 9.08 Upon application with reasonable notice to the Western Supervisor the Corporation Committee of not more than two (2) pilots shall be granted necessary leave of absence with pay for the investigation and presentation of complaints or grievances. Leave under this Article will only be granted where it is demonstrated that the investigation or presentation cannot be conducted within a reasonable time without the granting of this leave.

- 9.09 The Corporation and the Authority may agree that the adjustment of any complaint or grievance be referred to a single arbitrator whose choice is acceptable to both parties. In such event the above provisions relating to a Board of Arbitrators shall apply mutatis mutandis to the Arbitrator. The cost of such Arbitrator shall then be borne equally between the parties to this Agreement.
- 9.10 Nothing in this Agreement shall be interpreted as depriving a pilot of his right to informally discuss with representatives of the Authority any problem that concerns him personally, but any settlement or disposition of such problem shall not be deemed as creating a precedent as regards to the interpretation of this Agreement.
- 9.11 A grievor or the Corporation may abandon a grievance at any stage of the grievance procedure.
- 9.12 The suspension or cancellation of a pilot licence shall be dealt with in accordance with the provisions of the Pilotage Act and the Regulations thereunder.

ARTICLE 10 ENTIRETY PILOTAGE LICENCE

- 10.01 There shall be a Board of Examiners to examine persons applying for a pilot's licence and it shall be composed of:
- (a) two (2) officers of the Authority, one of whom shall be the Chairman; and
 - (b) three (3) pilots, appointed by the Authority upon recommendation of the Corporation, knowledgeable of the waters for which the person is applying for a licence.
 - (c) the Board may, as needed, be composed of one officer of the Authority and two pilots appointed as above.
- 10.02 The Board of Examiners shall hold examinations prescribed by the applicable Regulations.
- 10.03 Prior to any examination, the Authority shall provide the Board of Examiners with evidence that the applicant meets or is able to meet the requirements of the Pilotage Act and all relevant Regulations passed thereunder.
- 10.04 The examination for a pilot's licence shall be in such form as the Authority and the Corporation may determine

and shall include an examination on

- (a) local knowledge of the districts including channels, currents, depths of water, anchorages and aids to navigation;
- (b) Rules of the Road for the Great Lakes;
- (c) seamanship, general chart work, and practical knowledge of the interpretation of radar;
- (d) harbour and port Regulations;
- (e) such other subjects and matters as the Board of Examiners may consider to be relative to the duties of a pilot.

10.05 The Board of Examiners shall submit to the Authority a statement of the results of the examination of each applicant examined for a pilot's licence, together with a statement as to whether or not the Board of Examiners recommends the issue of a pilot's licence to that applicant.

10.06 Where the Board of Examiners recommends issue of a pilot's licence to an applicant, the Authority shall issue a pilot's licence to that applicant when the services of such applicant are required by the Authority.

10.07 In the event of any action at law or any action under the provisions of the Pilotage Act, against the Authority or the Corporation resulting from the refusal to grant a licence, as a result of an applicant failing to pass the examination, both parties shall cooperate fully in the defence of such action.

ARTICLE 11 EMPLOYMENT

11.01 No pilot shall be employed by the Authority as a licensed pilot for the designated waters of District No. 2 and 3 or undesignated waters of the Great Lakes, or part thereof, unless he is employed in accordance with and subject to the terms and conditions of this contract.

11.02 (a) Pilots shall be employed exclusively as pilots in their respective district and shall not be expected to perform other duties or to be transferred out of their districts, permanently or temporarily, without their consent. Employment as a pilot shall include practical on the job training of apprentice-pilots and may include academic teaching and examination of applicants

in accordance with the provisions of Article 10 of this Agreement.

- (b) Examinations for each of Districts 2 and 3 will be held and conducted separately to establish separate eligibility lists for each district. Pilots and those persons who are presently on the eligibility list, who have been examined for both districts, will retain the option of employment in either district.

11.03 In any given year, from the time that pilots are taken on strength until the time they are struck off strength they shall be full time employees of the Authority and shall all be kept on the "tour de role" and dispatched on the basis of their availability.

11.04 (a) At the beginning of the navigation season, all pilots shall be taken on strength of the Authority at the same time; at the end of the navigation season, all pilots shall be struck off strength at the end of the day on which the usual rest following the last assignment of the season is completed.

- (b) When a vessel is known to be the only vessel subject to compulsory pilotage to remain above the Welland Canal and is intending to transit the Welland, and arrives at Port Colborne forty-eight (48) hours or more after the end of the assignment to the immediately preceding vessel to have transitted the canal, that vessel shall be deemed to be using pilotage services outside the navigation season, subject to paragraph 11.05(b).

- (c) A twelve (12) hour pre-notice shall be given by the Authority to the pilot required for the first assignment of the navigation season, which navigation season will begin on the day of expiry of such notice. Immediately after giving this pre-notice, the Authority shall, by telephone or telegram, inform all pilots of the time the navigation season starts.

11.05 (a) No pilot shall engage in any employment or undertaking during the navigation season to the extent that it will interfere with his duties as a pilot, without the written consent of the General Manager of the Authority.

- (b) Notwithstanding the fact that a pilot is performing pilotage duties, in an area for which he is licensed, outside the navigation season, under a contract of service between such pilot and the ship, such pilot

shall be deemed for the purposes of the Pilotage Act, to be performing these pilotage duties as an employee of the Authority.

11.06 No pilot shall cease to be employed by the Authority as a licensed pilot, unless:

- (a) he resigns voluntarily;
- (b) he reaches retirement age or otherwise retires;
- (c) his licence is cancelled by the Authority in accordance with the provisions of the Pilotage Act.

11.07 There shall be no reduction of pilot numbers to meet temporary fluctuations in ship traffic in any navigation season. Retired contract pilots will not be called for additional work over and above their four (4) months contracted period except in an emergency.

11.08 If the Authority believes, that, for reasons beyond its control, there exists a demonstrated decrease in ship traffic that is substantial and persistent to a degree that would otherwise justify reducing pilot numbers, the Authority shall inform the Corporation of such a situation and provide it with all the supporting evidence, and shall consult the Corporation as to the most appropriate means of remedying such a situation. Without limiting the generality of the foregoing, the parties shall implement the following measures to redistribute work among the pilots:

- (a) voluntary retirement of pilots of sixty (60) years of age or more, with full pension benefits;
- (b) voluntary early retirement of any pilot in accordance with the Public Service Superannuation Plan;
- (c) resignation from the service of pilots who so desire;
- (d) leave without pay as decided amongst the pilots in order of registration or issue of licence;
- (e) any other measures that the parties may agree upon.

11.09 The number of pilots shall be maintained to a level commensurate with the terms and conditions of this Agreement and shall be fixed by the Authority after consultation with the Corporation.

ARTICLE 12 DISPATCHING

12.01 Pilots shall be despatched to ships in the areas of assignment in accordance with the Dispatching Rules presently in effect and attached as Appendix "A" to this Agreement. Dispatching rules for Canadian pilots shall not be modified without the written consent of the Corporation. In the event no agreement is reached with respect to proposed changes in said rules, recourse may be had through arbitration by either party in accordance with the provisions of Article 9 of this Agreement.

ARTICLE 13 DAYS OF REST AND HOURS OF WORK

13.01 (a) In District No. 2, ten (10) twenty-four (24) hour rest periods per thirty-five (35) day cycle shall be granted to all pilots. Where the thirty-five (35) day cycle is incomplete, the entitlement shall be prorated.

(b) In District No'. 3, eight (8) twenty-four (24) hour rest periods per twenty-eight (28) day cycle shall be granted to all pilots. Where the twenty-eight (28) day cycle is incomplete, the entitlement shall be prorated.

(c) Pilots shall be given thirteen (13) hours rest after completing an assignment and before commencing rest periods.

13.02 (a) In order to avoid delays to shipping and meet traffic demand; and at the request of the Authority, a pilot may accept one or more assignments during his period of rest. In the case of District No. 2, a pilot may accept an overtime assignment on his last scheduled day of rest, provided it is not a Welland Canal assignment.

(b) For each twenty-four (24) hour period or part thereof, a pilot shall be paid the following rates:

	<u>1992</u>	<u>1993</u>
District 2 and 3	\$731.00	\$754.00
District No. 3 (Lake)	\$680.00	\$705.00

In lieu of being paid for forfeiture of a day of rest a pilot may opt to add 2.00 days to his end of season paid vacation days.

(c) The Authority shall keep a record of calls and their response for overtime assignments and shall assign overtime work amongst the pilots who accept by the following method: for each overtime assignment, the last pilot who has started his rest shall be the first

called for overtime. However, a pilot who has not worked any overtime during his rest period shall be called before a pilot who has already worked overtime during his rest period.

A pilot who has declared himself available may not refuse an assignment except for reasons listed in Articles 18 and 20 of the Collective Agreement.

- (d) Should any District No. 2 pilot on the Sarnia tour agree to perform a harbour move, i.e. dock to dock, dock to Lake Huron anchorage or relief point or vice versa, and should any District No. 3 pilot agree to perform a harbour move before the expiration of their rest hours between assignments, then a sum of **\$266.00** for **1992** will be payable for such assignment which shall not entitle the pilots to any additional rest. The amount provided herein shall be increased to **\$274.00** in **1993**.
- (e) When a pilot West of Port Colborne is requested by the Authority to go out early on an assignment other than a harbour move he shall be compensated at the rate of **\$61.00** per hour in **1992** and **\$63.00** per hour in **1993** for rest time forfeited. For the purpose of this clause, remuneration for forfeiture of rest shall commence at the time the pilot is called for an assignment and for travel and no more than 8 hours shall be paid for an assignment or travel or combination of the two,
- (f) Recognizing that the objective is to avoid delays to ships, the Corporation will endeavour to ensure that a sufficient number of pilots accept one or more assignments during their rest period. The Corporation will not discourage pilots from accepting assignments during their rest periods.

13.03 The Authority shall provide no later than the end of February of each year an up-to-date record of all the time on duty and stand-by time of all pilots. This time shall be calculated from the time for which a pilot is ordered for a ship to the time the pilot debarks, plus one hour travelling time each way. Travelling time from one station to another shall be considered working time. Stand-by time after the expiration of thirteen (13) hours rest after each assignment shall also be considered as working time and shall be counted on the basis of one hour of work for two (2) hours of stand-by time, Rest when travelling from station to station shall be calculated on the basis of seven (7) hours.

ARTICLE 14 TRAVEL EXPENSES

14.01 When a pilot is assigned away from his base station the Authority shall pay travelling expenses in accordance with Treasury Board Travel Directives as amended from time to time.

Should deductions be made to a pilot's submitted expense statement, the Authority shall provide the pilot with a detailed explanation pertaining to such deductions.

14.02 The Authority shall provide transportation to and from assignments in the Welland Canal to all pilots within a twelve (12) mile radius of Lock No. 7.

14.03 Any pilot who is temporarily transferred to train in another district from his home base, shall be granted cost of living and travel expenses as per Treasury Board Travel Directives during the period of such training.

ARTICLE 15 LEAVE CREDITS - GENERAL

15.01 The Authority shall provide the Corporation and each pilot with a list of his accrued leave credits.

15.02 When the employment of a pilot who has been granted more vacation, sick or special leave with pay than he has earned, is terminated by death or reasons of health, the pilot is considered to have earned the amount of leave with pay granted to him.

ARTICLE 16 VACATION LEAVE

16.01 (a) A pilot shall earn vacation leave as follows:

1 to 6 years service inclusive	- 14 days;
7 to 14 years service inclusive	- 17 days;
15 to 21 years service inclusive	- 20 days;
22 years service and over	- 25 days;

(b) A pilot who is employed for less than one (1) year's service, shall earn vacation leave at the rate of one and one-half (1 1/2) day per month. For the purpose of this paragraph a pilot must be on the payroll for at least ten (10) days in the month,

16.02 Vacation leave shall be taken at the end of the navigation season.

16.03 Salary shall be paid during vacation leave at the rate

of a pilot's regular daily rate of pay.

16.04 Notwithstanding Article 11.04, all pilots shall be considered on strength for the full time of their vacation leave with Saturdays, Sundays and Holidays not to be counted as days of vacation leave.

16.05 For the purpose of this Article the years of service of pilots employed without interruption during consecutive navigation seasons shall include the time between navigation seasons.

16.06 Summer Vacation: The Authority will provide summer vacation in accordance with the following provisions:

During the navigation season and excluding the contract pilots, one third (1/3) of all pilots in both Districts 2 and 3 will be entitled to twelve (12) days.

- (a) In order to minimize interference with normal pilotage operations, Summer Vacation will be granted at such times as the Authority in its discretion may determine, but due consideration will be given to the wishes of the individual pilot; the Summer Vacation shall be scheduled between mid-June and Labour Day but nevertheless the Authority may agree with an individual pilot to schedule such vacation outside of this period.
- (b) The order of receiving Summer Vacation will be determined by the seniority established through being a registered pilot.
- (c) The Summer Vacation cannot be carried over, exchanged or traded in for cash.
- (d) The Corporation shall submit a Summer Vacation schedule to the Authority before the beginning of the navigation season in each year, such schedule to be subject to the approval of the Authority.

ARTICLE 17 DESIGNATED HOLIDAYS

17.01 If any of the following holidays fall within the navigation season each pilot will receive compensation at the rate of one and one-half (1 1/2) times the daily rate of pay, payable in cash at the end of the navigation season for each such holiday providing he was not on leave without pay on both the working day immediately preceding and the working day following the designated holiday. The following days are designated holidays for the purpose of this clause:

Good Friday	Easter Monday
Victoria Day	Canada Day
Civic Day	Labour Day
Thanksgiving Day	Remembrance Day
Christmas Day	New Year's Day
Boxing Day	

ARTICLE 18 **SPECIAL LEAVE**

- 18.01 A pilot shall earn special leave credits up to a maximum of twenty-five (25) days at the rate of one-half (1/2) day for each calendar month in which he has been on payroll for a minimum of ten days. As credits are used they may continue to be earned to the maximum.
- 18.02 After the completion of one year's continuous employment with the Authority, a pilot who has the credits available and who gives the Authority at least five (5) days notice shall be granted, subject to operational requirements, special leave with pay to the extent of his credits but not more than five (5) days, for the purpose of getting married.
- 18.03 For the purpose of this Clause and Clause 18.05, immediate family is defined as father, mother, brother, sister, spouse, child of the pilot, father-in-law, mother-in-law or a relative permanently residing in the pilot's household or with whom the pilot permanently resides.
- (a) Where a member of his immediate family dies, a pilot shall be entitled to special leave with pay for a period of up to three (3) days and not extending beyond the day following the funeral, except in the case of the death of a pilot's spouse or child, in which case he shall be granted five (5) days and not extending beyond two (2) days following the funeral: he may, in addition be granted up to three (3) days special leave for the purpose of travel.
- (b) In special circumstances and at the request of the pilot, bereavement leave may be extended beyond the day of the funeral but the total number of days granted must be consecutive and not greater in number than those provided for above, and must include the day of the funeral.
- (c) A pilot is entitled to special leave with pay up to a maximum of one (1) day, in the event of the death of the pilot's grandparent, grandchild, son-in-law, daughter-in-law, brother-in-law, sister-in-law and grandparents of spouse.

If travel is involved, a pilot can apply to the Western Supervisor for an additional day under 18.05.

(d) When a pilot is away from his base station, the Authority will pay his travel expenses from and if required, back to his tour of duty, when he is required to attend a funeral of a person defined in Clause 18.03.

18.04 A pilot shall be granted special leave with pay up to a maximum of three (3) days on the occasion of the birth or marriage of his son or daughter. This section does not apply if the event falls on a day of rest.

18.05 At the discretion of the Authority, special leave with pay may be granted due to circumstances not directly attributable to the pilot including illness in the immediate family as defined in Clause 18.03.

18.06 Where a pilot has insufficient or no credits to cover the grant of special leave within the meaning of Clause 18.03, Clause 18.04 and Clause 18.05, leave up to a maximum of five (5) days may, at the discretion of the Authority, be granted, subject to the deduction of such advanced leave from any special leave credits subsequently earned.

ARTICLE 19 SICK LEAVE

19.01 A pilot shall earn sick leave credits at the rate of one and one-quarter (1 1/4) days for each calendar month in which he has been on the payroll of the Authority for a minimum of ten (10) days.

19.02 Unused sick leave shall accumulate throughout a pilot's employment with the Authority.

19.03 A pilot is eligible for sick leave with pay when he is unable to perform his duties because of illness or injury provided that:

(a) he satisfies the Authority of this condition in such manner and at such time as may be determined by the Authority, and,

(b) he has the necessary sick leave credits.

19.04 A pilot is not eligible for sick leave with pay during any period in which he is on leave of absence without pay or under suspension.

19.05 The Authority may, on request from a pilot, advance sick leave in circumstances where in the opinion of

the Authority, and the Corporation, the advance of sick leave is warranted.

19.06 Employees may opt to use 1/3 of the amount added to their accumulation of sick leave during the previous year by receiving payment for this period at their regular rate of pay provided this use does not reduce the total accumulation below fifteen days. Such option must be made during January of each year and payment shall be made in April.

ARTICLE 20 **OTHER TYPES OF LEAVE**

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

- (a) to serve on a jury; or
- (b) by subpoena or summons to attend as a witness in any proceeding held, except as a litigant other than with respect to a shipping casualty:
 - 1) in or under the authority of a court of justice or before a grand jury, or under the authority of the Pilotage Act;
 - 2) before a court, judge, justice, magistrate or coroner;
 - 3) before the Senate or House of Commons of Canada or a committee of the Senate or House of Commons otherwise than in the performance of the duties of his position;
 - 4) before a legislative assembly or house or assembly, or any committee thereof that is authorized by law to compel the attendance of witnesses before it; or
 - 5) before an arbitrator or umpire or a person or body of persons authorized by law to make an inquiry and to compel the attendance of witnesses before it.
- (c) When appearing before a municipal council or Ontario municipal board, if a pilot's property or assets are involved.

ARTICLE 21 **REMUNERATION**

21.01 The navigation season shall be a minimum of eight (8)

months and eight (8) days.

- 21.02 (a) All pilots shall be paid a monthly salary in the navigation season, as follows:

	<u>1992</u>	<u>1993</u>
District No. 2 & 3	\$8,048.00	\$8,290.00
District No. 3 (Lake)	\$7,490.00	\$7,714.00

- (b) If the Consumers Price Index (1981-100) as published by Statistics Canada (hereafter C.P.I.) for the month of **March 1993** exceeds by more than **5.5%** the C.P.I. for the month of **March 1992** the monthly rates of **\$8,290.00** and **\$7,714.00** (Lake) in effect on April 1, 1993 shall be increased by the amount of growth of the C.P.I. over **5.5%** multiplied by 0.75. However, the said rates of **\$8,290.00** and **\$7,714.00** shall not be increased beyond **\$8,435.00** and **\$7,854.00** a month for 1993.

- 21.03 (a) By January 31st of each year, a pilot shall have an accounting from the Authority in respect to monies, statutory holidays and annual leave credits. This accounting to be in detail and also to include sick leave days and special leave days accumulated during the season, those used up and those remaining.

- (b) At the end of each season, a calculation of rest day entitlement and actual rest days taken, will be computed on the thirty-five (35) day cycle basis. Should the rest days taken be less than entitlement, the days or fraction of day not taken, shall be compensated on the basis of twice the daily rate of pay.

- 21.04 (a) For each assignment in excess of a total of 81 assignments multiplied by the average yearly number of effective pilots, averaged out on a monthly basis, for District 2 and 3 during the navigation season the sum of **THREE HUNDRED AND TWO DOLLARS (\$302.00)** in **1992** will be paid by the Authority to the pilots. Such amounts will be pooled and shared by the pilots on the basis of available days in relation to total days available by all pilots during the season. Such monies shall be paid prior to January 31st of the year following the season. The stipulated amount shall be increased to **THREE HUNDRED AND ELEVEN DOLLARS (\$311.00)** in **1993**.

- (b) For the purposes of this Article, a "day available" means being on the tour de role available for piloting and not unavailable for any reason, except for the

cases provided for in Article 7; "Effective Pilot" means a pilot who has been available at least 10 days in the month.

- (c) When a vessel passes a mandatory change point in the Welland Canal (Lock 7) and proceeds to a dock, or from Windsor Dock to the Ambassador Bridge or vice versa, it shall be considered two (2) assignments.

ARTICLE 22 HEALTH AND WELFARE

22.01 The Authority will maintain life insurance for each pilot to age sixty-five (65) the insurance will be an amount of **\$75,000.00**. The insurance will pay double indemnity for accidental death and will include a **\$4,000.00** benefit upon the death of a dependant. Total permanent disability and dismemberment benefits for pilots are also included. The benefits of such life insurance shall be payable to a pilot's beneficiaries and the Authority will pay 100% of the premium throughout the year and ,throughout the term of the Collective Agreement.

22.02 The Authority will contribute towards the cost of a health and welfare program for each pilot, the sum of **ONE HUNDRED AND FORTY EIGHT DOLLARS (\$148.00)** each month. To this extent, insofar as applicable legislation permits, the Authority will pay the cost of:

- (a) premiums for major medical coverage as presently in force;
- (b) dental plan premiums;
- (c) Blue Cross supplemental coverage;
- (d) vision care insurance;
- (e) any non-utilized portion of the above stipulated contributions shall be refunded to the pilot.
- (f) Out of country **medical coverage as provided by the Authority's medical insurance company.**
- (g) The Authority shall provide administrative assistance for the purpose of maintaining proper accounting records for the long term disability plan and for the purpose of deducting from wages any contribution by the pilots toward the total premium cost. However, the Corporation shall have the responsibility to negotiate and finalize the terms and conditions of the long term

disability plan with an underwriter acceptable to it,

- 22.03 Where a pilot suffers a loss of clothing or personal effects from a maritime disaster or shipwreck during the course of his regular duties as a pilot or while embarking on or debarking from a pilot boat or a ship, he shall be reimbursed by the Authority for the loss of such clothing or personal effects. Any pilot or his estate making a claim under this clause shall submit an affidavit listing the individual items lost. This clause shall not apply for any part of such loss payable by any insurance coverage. The pilot shall subrogate the Authority in all his rights against third parties to the extent of the amount paid to him by the Authority.
- 22.04 The Authority shall provide each Corporation member, in booklet form, including an index, a printing of the Collective Agreement including insurance and health benefits and working rules as well as amendments thereto.
- 22.05 (a) The Authority, in consultation with the Corporation, may make arrangements with a training institute, school, etc. to allow pilots on a voluntary basis to attend courses during the non-navigation season in order to familiarize themselves with the ARPA system or any other innovative navigation system. The cost of such courses including travel and living expenses shall be borne by the Authority on proof of attendance at such institution,
- (b) If the Authority requires a pilot to take an upgrading course, the cost of such course including travel expenses, shall be borne by the Authority. In addition, the pilot's wages will be paid for each day on course during a period of work and he shall be paid **ONE HUNDRED AND SEVENTY-FIVE DOLLARS (\$175.00)** per day for each day on course outside a period of work. Pilots to be given two (2) months notice if required to attend such a course outside of the navigation season.

ARTICLE 23 RETIREMENT AND SEPARATION GRATUITY

- 23.01 Each pilot will be allowed two weeks severance pay for the first year of service as a pilot in the Authority or in the Public Service of Canada and one (1) week for each succeeding year of service thereafter, up to a maximum of twenty-eight (28) weeks in case of retirement or layoff and up to a maximum of twenty-six (26) weeks in case of resignation from service, less

any allowance previously granted.

Entitlement shall be prorated when calculating allowance for service over one year and up to the maximum allowed.

If a pilot dies before attaining retirement age, any retirement and separation gratuity shall be paid to his beneficiary or estate on the same basis as if he had retired.

For the purpose of this Article, the years of service of pilots employed without interruption during consecutive navigation seasons shall include the time between navigation seasons. A pilot may opt to be paid for seventy-five percent (75%) of his accumulated sick and special leave credits in lieu of the aforementioned benefits.

Any payment hereunder shall be made at the rate of pay in effect at the time of separation.

In the event of death before reaching retirement age the greater monetary value of the two options will be paid to the beneficiary or the estate.

- 23.02 Upon request from the Authority and after consultation between the Corporation and the Authority, a pilot may at age 60 or over or when his age plus calendar years of service equal 80, retire and opt for a contractual arrangement with the Authority to age 65.

ARTICLE 24 **LEGAL REPRESENTATION**

- 24.01 Every pilot involved in a shipping casualty shall be represented by legal counsel appointed by and paid for by the Authority. The counsel appointed shall be independent of all the other parties involved in such shipping casualty. Such representation will include preparation of reports to the Authority in cases of serious casualties involving collision, loss of life, major pollution, sinking and serious grounding requiring salvage.

- 24.02 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. Furthermore, the legal fees of the legal counsel appointed by the Authority shall be assumed by the latter.



- 24.03 Any pilot required to appear before the Authority under the By-laws or Regulations shall have the right to be accompanied by a person of his choice.
- 24.04 If a pilot is required to appear at any hearings as a witness or defendant at which legal counsel representing the Authority is also present, he shall have the right to be accompanied by his legal or other counsel.

ARTICLE 25 CONSULTATION

- 25.01 The Authority and the Corporation mutually agree that benefits will accrue to all concerned from consultation on matters concerning the pilotage service in the Great Lakes Pilotage region and meetings may be held between the Authority and the Corporation to discuss matters of common interest. The Authority agrees it will not introduce any new Regulations that would directly affect the pilots without first discussing same with the Corporation.
- 25.02 The following subject matters shall be deemed to be appropriate for consultation between the parties hereto during the term of this Agreement.
- (a) Increase or decrease in the number of pilots assigned to each District or the changes proposed to any existing District within the Pilotage region;
 - (b) Examination procedures for applicants or for the establishment of an eligibility list from which to appoint pilots;
 - (c) Training and other matters for applicants or for the upgrading or present pilots;
 - (d) Removal expense Directives;
 - (e) Any other subject mutually agreed upon from time to time by the Authority and the Corporation.

ARTICLE 26 DURATION AND RENEWAL

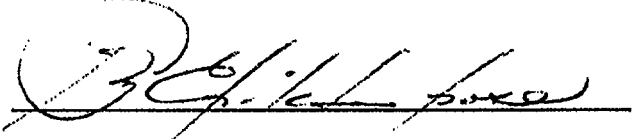
- 26.01 This agreement may be amended by mutual consent.
- 26.02 This agreement shall be deemed to have come into force on April 1st, 1992 and shall remain in force until March 31st, 1994.

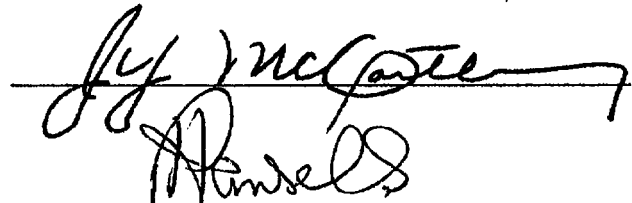
AND THE PARTIES HAVE AGREED AND SIGNED this date July 1944 as follows:

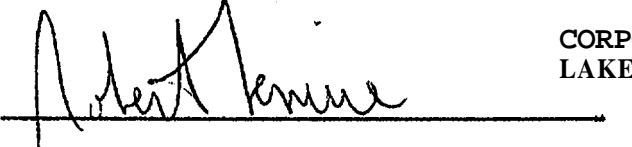
GREAT LAKES PILOTAGE AUTHORITY, INC.

per: 
Richard G. Armstrong - President


SIGNED AND SEALED by the Authority in the presence of:







CORPORATION OF PROFESSIONAL GREAT LAKES PILOTS

per: 
G. Dauphney - President

SIGNED AND SEALED by the Corporation in the presence of:

