

SOURCE	P.O.		
EFF.	79	04	01
TERM.	03	31	
No. OF EMPLOYEES	30		
NOMBRE D'EMPLOYES	98		

## AGREEMENT

BETWEEN

GREAT LAKES PILOTAGE AUTHORITY

AND

CORPORATION OF PROFESSIONAL GREAT LAKES PILOTS

AND

CANADIAN MERCHANT SERVICE GUILD

032 49 08

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## ARTICLE 1 PURPOSE OF AGREEMENT

- 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 objectives 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,
- (h) "CMPA" means the Canadian Marine Pilots Association, a member group of the Canadian Merchant Service Guild hereinafter called the Guild;
- (i) "grievance" means a complain: 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" means 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 under the Pilotage Act **who** has retired and has an individual agreement with the Authority. Contract pilots shall maintain their seniority to **age** 65 and are subject to the Working Rules and **Work 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;
- (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 of the CMPA, 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 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 receive initiation fees at 45% the monthly rate of pay to a full time pilot as per article 21.02 (a). These fees may be paid in full or prorated at a monthly rate over a five year term. For the understanding of this clause the initiation fee will be based on the monthly rate at the time of hiring.

- (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 instalments as agreed to between the parties.

- 6.02 The Corporation shall inform the Authority of the regular monthly union 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 CMPA 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 **twenty-two (22)** man-days per year. Unused days in any given year shall accumulate up to a maximum of thirty (30) 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.
- 7.05 The Authority shall contribute to the Corporation the sum of **three hundred dollars (\$300.00)** each month in recognition **of** the costs incurred for the administration *of* the Corporation's LTD and life insurance policies.

#### **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 CMPA notices in convenient locations as determined by the Authority.

#### **ARTICLE 9 GRIEVANCE PROCEDURE**

- 9.01.1 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 **Chief Executive Officer** of the Authority or his delegate within thirty (30) days who shall then render his decision within ten (10) days.

**STEP 3:** If the decision of the **Chief Executive Officer** 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 an Arbitrator.

9.03 If agreement cannot be reached as to the selection of an Arbitrator, either party may then request the assistance of the Federal Minister of Labour.

9.04 An Arbitrator to which a matter is referred shall hear all evidence in the case and shall render a decision, which decision shall be final and binding upon the parties to this Agreement.

9.05 The cost of an Arbitrator shall be borne equally between the parties to this Agreement.

9.06 An Arbitrator is not authorized to alter, modify or amend any part **of** this Agreement provided that he/she 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 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.
- 9.10 A griever or the Corporation may abandon a grievance at any stage of the grievance procedure.
- 9.11 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 ENTRY INTO PILOTAGE SERVICE**

- 10.01 There shall be a Board of Examiners to examine persons applying for a pilot's licence **in accordance with section 14 of the Great Lakes Pilotage Regulations.**
- 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 be conducted **in accordance with section 13 of the Great Lakes Pilotage Regulations.**
- 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.

10.08 Pilots on the Board of Examiners to examine persons applying for a pilot's license or pilotage certificate shall be compensated **at** the daily rate of pay, as well as expenses incurred, for each day of the exam, when such exams are held outside the navigation season.

10.09 **Probation**

Notwithstanding anything in this agreement, an employee commencing service as a apprentice/trainee pilot with the Authority, shall be required to serve a cumulative probation period of twelve (12) months worked.

The Authority reserves the right to release a probationary employee if the employee is found to be unsuitable.

In the event of release, the Corporation will be supplied with the reasons by the Authority.

**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 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 by 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 Canal, and arrives at Port Colborne forty-eight (48) hours or more after the end of the assignment to the immediately preceding vessel to have transited 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 **Chief Executive Officer** of the Authority or his delegate.

(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. Contract pilots will not be called for additional work over and above their **four** (4) months contracted period except where the Corporation and the Authority agree **that conditions warrant it**.

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**.
  - (d) **An** additional rest schedule of 5 **days** will **be** made **to** every pilot's **rest** schedule during the summer season in such a **way** as to **disrupt** the tour as little as possible.

- (e) By November 1st of each navigation season, the Authority shall estimate the "last day of work" for the navigation season. Thereafter, and no later than November 15th, the Corporation shall propose for the Authority's approval, a pro-rated rest schedule. Prorated rest to commence November 15th.

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 on his appropriate tour.

- (b) For each twenty-four (24) hour period or part thereof, all pilots shall be paid at twice their daily rate of pay. In lieu of being paid for forfeiture of a day of rest a pilot may opt to add 2.25 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 pilot agree to perform a harbour move, i.e. dock to dock, dock to anchorage or relief point or vice versa, before the expiration of their rest hours, then the sum of:

1999 - \$335.00  
2000 - \$345.00  
2001 - \$355.00

will be payable.

- (e) i) When a pilot West of Port Colborne (including District No. 3) 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:

1999 - \$78.00  
2000 - \$80.00  
2001 - \$83.00

per hour 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 **twelve** (12) hours **shall be** paid for an assignment or travel or combination of the two.

- ii) When a pilot east 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:

1999 - \$78.00  
2000 - \$80.00  
2001 - \$83.00

per **hour** for rest time forfeited. For the purpose of this **clause**, a pilot **may** only be requested to go out early to an assignment, including a harbour move, when the duration of his immediate previous assignment was for **4 hours or less**. **For the** purpose of this clause, remuneration for forfeiture **of** rest shall commence at the time the pilot is called **for** an assignment and no more than twelve (12) hours shall be paid for an assignment or travel **or** combination of **the** two; and, all pilots on their **rest period** shall **be** offered overtime before this clause is activated.

- (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**.
- (g) When **a** District No. 3 pilot transiting Lakes Huron, Michigan, **or** Superior is requested to **pass a** mandatory change point and **pilots** the St. Mary's River, the pilot will be compensated the sum of (7 hours times 18% of the daily rate of pay).
- (h) If a pilot is required to remain aboard a vessel for its own convenience after arriving at a dock or anchorage, **and** the delay exceeds two hours, the pilot shall be compensated for his time at the rate of 13.02(e). Compensation will commence after the second hour and only for those hours in excess of two.

For the purpose of this article, no more than 12 hours of compensation shall be paid per twenty-four (24) hour delay period,

- 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 (a) 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. District No. 2 and 3 pilots shall be reimbursed ~~twenty~~ (\$20.00) dollars for incidentals.  
~~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.
- (b) The Authority shall ~~re-imburse~~ each pilot \$500.00 per annum in recognition of incidental pilot related expenses.
- 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 (a) 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.
- (b) Any pilot who is hired to train in a district, might at the discretion of the Authority, be granted cost of living and travel expenses during the period of such training.
- 14.04 (a) When a Pilot requests to use a personal vehicle for overland travel from home base to Sarnia or vice versa, the pilot shall be compensated in the amount of Seventy-five dollars (\$75.00).

- (b) When a Pilot requests to use a personal vehicle for overland travel from home base to Windsor or vice versa, the pilot shall be compensated in the amount of Ninety-five dollars (\$95.00).
- (c) When a pilot uses a personal vehicle to travel from Sarnia to Windsor or vice versa, the pilot shall be compensated in the amount of fifty dollars (\$50.00).
- (d) The Authority will pay travel expenses (taxi) from Windsor to Sarnia or vice versa if it is necessary for a pilot to pick up **their** private vehicle to return to home **base at the end of the** pilot's assignment on the River Tour.
- (e) If a pilot uses a personal vehicle for overland travel to Sarnia or Windsor and thereafter returns to the Port Weller area by ship, unless dispatched to Sarnia or Windsor, the pilot must retrieve the **vehicle** on the pilot's own time. The Authority will only reimburse travel expenses to return to Sarnia or Windsor.

#### 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 9 yrs service inclusive	- 15 days;
10 to 19 yrs service inclusive	- 20 days;
20 to 24 yrs service inclusive	- 25 days;
25 yrs service and over	- 30 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.

**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	New Year's Day
Remembrance Day	
Christmas 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. Request will not be unreasonably rejected.
- 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 50% 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 sixty days. Such option must be made during January of each year and payment shall be made in April.
- 19.07 **When a designated medical doctor or designated physician determines that a pilot is "unfit" to perform pilotage duties, and the pilot is subsequently declared "fit" in accordance with the General Pilotage Regulations, any sick leave credits used will be re-credited to the pilot's sick leave bank.**

## **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 twelve (12) days.**

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

	<u>1999</u>	<u>2000</u>	<u>2001</u>
Dist.#2&3	\$9,480.00	\$9,764.00	\$10,057.00

(b)        If the Consumers Price **index** (1991-100) as published by Statistics Canada (hereafter C.P.I.) for the month of March 2000 **exceeds** by more than 3% the C.P.I. for the month of March 1999 the monthly rates of pay in effect on **April 1, 2000 shall be** increased by the amount of growth of the C.P.I. **over 3%.** If the **consumer price index** (1991-100) as published by Statistics **Canada (hereafter C.P.I.)** for the month of March 2001 exceeds by more than 3% the C.P.I. for the preceding month of March 2000, the monthly rates of **pay** in effect on April 1, 2001 shall be increased by the amount of growth of the C.P.I. over 3%.

(c)        **Newly** hired pilots who are training and doing familiarization trips **will** be paid at 80% ~~of~~ the stipulated rate under article 21.02(a).

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 87 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 1.5 times the daily rate of pay 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.
- (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. A contract pilot will not be an effective pilot for more than a maximum of 4 months.
- (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) in accordance with the terms and conditions of the **Public Service's Supplementary Death Benefit Plan**. The insurance will also include a \$5,000.00 benefit upon the death of a dependant. 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 shall pay for 100% of the Provincial health care plan (Employer health tax) and contribute to the cost of a health and welfare program for each pilot, the sum of ONE HUNDRED AND NINETY DOLLARS (\$190.00) each month for the duration of the contract. 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) any non-utilized portion of the above stipulated contributions shall **be** refunded to the pilot.
  - (e) out of country medical coverage as provided by the Authority's medical insurance company;
  - (f) 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 (a) 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.
- 22.03 (b) The Authority will replace a marine radio which has been supplied by the Authority when lost or stolen not due to any negligence of the pilot. The pilot must supply an affidavit detailing the loss.
- 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. 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.

22.06 The Authority will reimburse a pilot for regulatory required medical examination at intervals of three (3) years or when requested by the Authority.

22.07 The Authority will provide an approved floater safety coat to each pilot. The jacket will be an acceptable replacement for the pilot's personal flotation device.

### **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 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 agreement with the Authority. Contract pilots will be subject to all relevant articles contained in this collective agreement.

## ARTICLE 24    LEGAL REPRESENTATION

- 24.01      The Authority agrees to pay to the Corporation in April **of** each year, on behalf of each licensed marine pilot covered by this Agreement, the sum of TWO **HUNDRED DOLLARS (\$200.00)** per annum for the duration **of** the Collective Agreement to cover the cost **of** legal defence for the said pilot as provided by the Guild's **Legal Defence Fund,**
- 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 of 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**

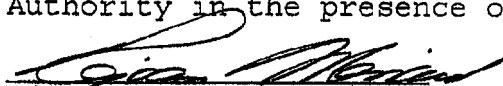
- 26.01 This agreement may be amended by mutual consent.
- 26.02 This agreement shall be deemed to have come into force on April 1st, 1999 and shall remain in force until March 31st, 2002.


AND THE PARTIES HAVE AGREED AND SIGNED this date July 16, 1999 as follows:  
GREAT LAKES PILOTAGE AUTHORITY

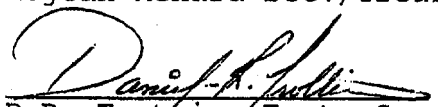
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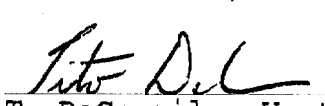
Robert F. Lemire-CEO

SIGNED AND SEALED by the  
Authority in the presence of:

  
Réjean Ménard-Sec./Treas.

  
Witness

  
D.R. Trottier-East. Sup.

  
T. DeConcily-West. Sup.

CORP. OF PROF. GREAT LAKES PILOTS

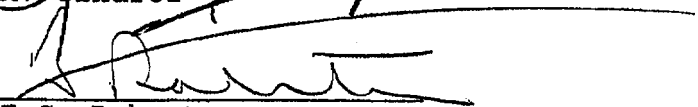
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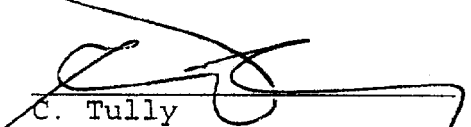
M. Pratt - President

SIGNED AND SEALED by the  
Corporation in the presence of:

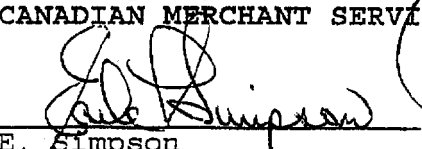
  
E. Merk

  
A. Gindroz

  
T.C. Robertson

  
C. Tully

CANADIAN MERCHANT SERVICE GUILD

  
E. Simpson



Great Lakes Pilotage  
Authority

Administration de pilotage  
des Grands Lacs

LETTER OF INTENT NO. 1

July 15, 1999.

Capt. M. Pratt,  
President,  
Corporation of Professional  
Great Lakes Pilots,  
18 Bridge Street,  
St. Catharines, Ontario.

Dear Capt. Pratt,

In calculating the salary of a pilot, if required, the Authority shall use a sufficient number of days from a pilot's vacation leave (annual leave) to equal 9 months, paid at the monthly rate for a season starting in April and ending in December. **Any** remaining annual leave **days** will be paid at the daily rate. When a statutory holiday falls on a weekend then the following Monday and/or Tuesday would be considered the holiday. Annual leave days will not be used to supplement the month of March for a season starting in March.

The above calculation will not be applicable to pilots with less than one year's service. They shall be paid on the basis of the number of months employed during a season plus any annual leave days earned, subject to the understanding of Articles 10.09; 16.01(b); and 21.02(c).

#### Method & Example

Where the season starts after April 1<sup>st</sup>, the missing days to make April a full month shall be made up from days worked in December. (sliding days from December to April) The missing days to make December a full month shall be taken from the pilot's annual leave. The example assumes that a pilot has 15 annual leave days.

#### Season Starting April 2 1999 and ending December 22, 1999

Take one day from December to make April a full month,  
Take annual leave days to make December a full month (6  
**days).**

Apr 1 - Dec 31	9 months x monthly rate
Annual leave 15 days <b>less</b> 6	<u>9 days x monthly rate/22</u>
Salary Calculation	Sum of above

Sincerely,

R. F. Lemire,  
Chief Executive Officer.

RFL:nmc



# Canadian Merchant Service Guild

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

**La Guilde de la Marine Marchande du Canada**  
ASSOCIATION NATIONALE DES CAPITAINES - OFFICIERS BREVETES - PILOTES

**WESTERN BRANCH OFFICE**  
218 Blue Mountain Street, Suite #310  
Coquitlam, British Columbia V3K 4H2  
Telephone: (604) 939-8990  
Fax: (604) 939-8950

**NATIONAL OFFICE**  
1150 Morrison Drive  
Ottawa, Ontario K2H 8S9  
Telephone: (613) 929-9531  
Fax: (613) 596-6079

**EASTERN BRANCH OFFICE**  
3235 avenue Granby, 2<sup>nd</sup> Floor  
Montreal, Quebec H1N 2Z7  
Telephone: (514) 254-4571  
Fax: (514) 254-2141

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International Maritime Pilot's Association

Affiliated With

International Transport Workers' Federation

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July 20, 1999

LABOUR CANADA/TRAVAIL CANADA  
Workplace Information Directorate  
Direction De l'information sur les milieux de travail  
Collective Agreements  
Conventions collectives  
Ottawa, ON K1A 9Z9

**TU WHOM IT MAY CONCERN:**

Please find enclosed a copy of a duly signed Collective Agreement between **THE GREAT LAKES PILOTAGE AUTHORITY** and **THE CORPORATION OF PROFESSIONAL GREAT LAKES PILOTS** and **THE CANADIAN MERCHANT SERVICE GUILD**.

Trusting this is satisfactory.

Sincerely,

Mr. Gary Cook  
Labour Relations Officer, CMSG Eastern Branch

enclosure

GC/ce

28

RECEIVED  
JUL 23 1999