

COLLECTIVE AGREEMENT

THIS 27th DAY OF JUNE, 2013

BETWEEN

GREAT LAKES PILOTAGE AUTHORITY

AND

CORPORATION OF
PROFESSIONAL GREAT LAKES PILOTS

AND

CANADIAN MERCHANT SERVICE GUILD

April 1, 2013 - March 31, 2017

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. This Agreement sets 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 15 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 (22);
- (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 complaint in writing presented by a pilot on their own behalf or on behalf of the pilot 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 down bound 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) "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 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 schedule;
- (p) "Schedules" means timetables pursuant to pilots' rest periods;
- (q) "Weekly rate of pay" means five times the daily rate of pay;
- (r) Where a gender is stated, it shall be considered gender neutral.

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 provisions 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 Canadian licensed pilots employed by the Authority in Districts No. 2 and 3 of the Great Lakes. The Corporation is 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. Any person who becomes an employee of the Authority shall, within thirty (30) days of the granting of a pilot license, and as a condition of 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 by the licenced pilot 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 the 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 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 the 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 the deductions are made and shall be accompanied by particulars identifying each pilot and the deductions made on the pilot's 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 18:00 hours.

7.02 The parties agree that every effort shall be made to conduct the negotiations for renewal of this Agreement during the non-navigation season. If not concluded by the start of navigation, the Authority shall grant leave, with pay, to a maximum of four (4) representatives of the Corporation to participate in the negotiations.

7.03 (a) 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) days. No more than five official representatives at a time may hold such meetings, which may not exceed three consecutive days.

(b) If the CMPA Vice President is a member of the Corporation, the member will be permitted ten (10) days per year to attend CMPA and GLPA business. These days will be separate from those referred to in Article 7.03 (a).

7.04 A pilot who is a member of the Board of the Authority shall receive a salary as per Article 2.01(e).

7.05 The Authority shall contribute to the Corporation the sum of \$450.00 each month in recognition of the costs incurred for the administration of the Corporation to review current pilotage information for the district and addressing inquiries from government departments.

ARTICLE 8 PROVISION OF BULLETIN SPACE

8.01 Reasonable space on the 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 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 Authority's Representative after notifying the Corporation, as soon as practicable, but not later than thirty (30) days of the date of the alleged incident. The aggrieved pilot and/or not more than (2) Corporation Representatives, and the Authority's Representative shall render a decision within seven (7) days.

If the complaint or grievance is the result of a dispatch in contravention of the Working Rules, compensation may be paid as agreed to by the Corporation and the Authority's Representative.

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 the Authority's Representative within thirty (30) days who shall then render a decision within ten (10) days.

Step 3: If the decision of the Chief Executive Officer or their 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 Chair 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 here 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 of 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 Authority's Representative 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 the right to informally discuss with representatives of the Authority any problem that concerns the pilot personally. 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 license in accordance with section 14 of the *Great Lakes Pilotage Regulations*.

- 10.02 The Board of Examiner 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 license 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 the 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 actions 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 falling to pass the examination, both parties shall cooperate fully in the defence of such action.
- 10.08(a) Pilots on the Board of Examiners involved in examining, interviewing or assessing persons applying for a pilot's license or pilotage certificate shall be compensated at the daily rate of pay plus expenses, for each day of the exam, when such exams are conducted outside the navigation season.
- (b) Pilots on the interview and hiring selection committee required to conduct interviews, shall be compensated at the daily rate of pay, as well as expenses incurred for each day of the interview, when such interviews are conducted outside the navigation season. The number of pilots will be consistent with 10.08 (a).

10.09 Probation

Notwithstanding anything in this agreement, an employee commencing service as an 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 the reasons by the Authority.

ARTICLE 11 **EMPLOYMENT**

11.01 No applicant shall be employed by the Authority as a licenced pilot in District No. 2 and 3, or undesignated waters of the Great Lakes, or any part thereof, unless the applicant 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 districts 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) Examination 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 before the first assignment of the navigation season shall be given to the president of the Corporation. The twelve (12) hour notice will not trigger the start of the navigation season.
- 11.05(a) No pilot shall engage in any employment or undertaking during the navigation season to the extent that it will interfere with the pilot's duties as a pilot, without the written consent of the Chief Executive Officer of the Authority or its delegate.
- (b) When a pilot is performing pilotage duties in an area for which the pilot is licenced, outside the navigation season, under a service contract between the 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 licenced pilot, unless:
- (a) The pilot resigns voluntarily;
 - (b) The pilot retires;
 - (c) The pilot's 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 shall not be called for additional work over and above their 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 will inform the Corporation of such a situation and provide it with all the supporting evidence. The Authority will consult with 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 fifty-eight (58) years of age or more, in accordance with the *Public Service Superannuation Plan*;
- (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 license;
- (e) Other measures that the parties may agree upon.
- (f) Should the Authority find it necessary to lay-off a pilot as a last resort, such pilot(s) will be given a minimum of 60 days notice of such action.

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

ARTICLE 12 **DISPATCHING**

12.01 Pilots shall be dispatched 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 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) District 3 Pilots shall be given thirteen (13) hours rest after completing an assignment. Pilots will commence their rest period at 0600 hours on their first scheduled day of rest. A rested pilot on tour will receive at least a (9) hour notice to take rest for 0600 on the pilot's first scheduled day of rest. A resting pilot on tour may be called and notified to take rest for 0600 for the pilot's first scheduled day of rest.
- (d) District 2 Pilots shall be dispatched up to 11:59 on their last day before going on rest. They will return from rest according to the time off their last job plus travel plus 13 hours rest. A pilot will not be dispatched West on their last day before rest. Prior to 21:00 the night before going on rest the pilot(s) can tell the dispatcher they want to adjust at 07:00 behind all pilots on the assignment list.
- (e) An additional rest schedule of 5 additional 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.
- (f) 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 is to commence November 15th.
- (g) A pilot shall receive 13 hours rest before going on rest.

13.02 Overtime Clause

- (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 the pilot's period of rest. In the case of District No. 2, a pilot may accept an overtime assignment on the pilot's

last scheduled day of rest, provided it is on the pilot's appropriate tour.

(b) For each twenty-four (24) hour period or part thereof, all pilots shall be paid at three times (3) the daily rate of pay. The pilot will have the option to defer three quarters (.75) of the daily rate of pay to be paid out upon the pilot's request at the then daily rate of pay.

(c) 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 a sum of:

2013 - \$483.00
2014 - \$498.00
2015 - \$512.00
2016 - \$530.00

(d) When a pilot west of CIP 16 (including District #3) is requested by the Authority to go out early on an assignment other than a harbor move the pilot shall be compensated at the rate of:

2013 - \$118.00
2014 - \$122.00
2015 - \$125.00
2016 - \$130.00

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.

(e) Recognizing that the objective is to avoid delays to ships, the Corporation will endeavor 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. The Authority will follow its' directive at all times dealing with call backs.

(f) When a District 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 8 hours times 18.5% of the daily rate of pay.

- (g) 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 one hour, the pilot shall be compensated for the pilot's time at the rate of 13.02 (e). Compensation will commence after the first hour and only those hours in excess of one. For the purpose of this article, no more than 12 hours of compensation shall be paid per twenty-four (24) hour delay periods.
- (h) Overtime reports and claims must be submitted to the Authority for their review and approval on a monthly basis.
- (i) At the opening and/or closing of the navigation season, when the lighted buoys are replaced by winter spar buoys or vice-versa, the double-pilotage starts upon consultation between the Authority and the Corporation. During these periods of double-pilotage when the Detroit pilot boat is not on station at the Detroit change point, and where pilots proceed beyond the change point on a second assignment, each of the two pilots will be paid one overtime day.
- (j) If ships are anchored or proceeding to anchor to wait for a rested pilot; a pilot from the regular tour or the rest tour may be asked to proceed through Lock 7. If the pilot agrees, the pilot will complete the double assignment, even if another pilot becomes rested for the ETA at Lock 7. The pilot shall be remunerated with an overtime assignment for going through a change point and will submit a total of 3 source forms for the purpose of productivity.
- (k) If a ship is proceeding for inspection or supplies, and no pilot is rested at the expected departure time, the pilot may be asked to remain aboard to proceed to the next pilot change or berth. If the pilot agrees the pilot shall be remunerated with an overtime assignment for going through a relief point. If the vessel does not proceed within 6 hours of calling all secure, the pilot will disembark and still receive the overtime, and submit 2 source forms for the purpose of productivity.

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 (1) hour traveling time each way. Traveling 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 traveling from station to station shall be calculated on the basis of seven (7) hours.

ARTICLE 14 **TRAVEL EXPENSES**

14.01(a) During the navigation season, when a pilot is assigned away from the pilot's base station the Authority shall pay traveling expenses in accordance with Treasury Board Directives as amended from time to time. District 2 and 3 pilots shall be reimbursed the following:

2013	37.00
2014	38.00
2015	39.00
2016	40.00

per calendar day or part thereof for incidental expenses. The above amounts include the Treasury Board incidental expense allowance. Should deductions be made to a pilot's submitted expense statement, the Authority shall provide the pilot with a detailed explanation explaining such deductions. Any Treasury Board incidental increase will be added to the stipulated amount above.

During the non navigation season and during the navigation season when traveling on Authority business, the Authority shall pay traveling expenses in accordance with Treasury Board Directives.

(b) District 2 Pilots shall be remunerated for each Canal assignment in the sum of:

2013	- \$120.00
2014	- \$124.00
2015	- \$127.00
2016	- \$132.00

The pilot shall arrange their own transportation for canal dispatches. The pilot will be provided with

one-way transportation only, to or from any location in the canal to any destination within the 20 kilometer zone from Lock 7. The pilot will not be remunerated for a west job getting off or on at Port Colborne but will be provided with transportation to or from Home. The Authority shall reimburse each pilot \$2,100.00 per annum in recognition of incidental pilot related expenses.

- (c) Travel expense reports and claims must be submitted to the Authority for their review and approval on a monthly basis.

14.02(a) Any pilot who is temporarily transferred to train in another district from the pilot's home base, shall be granted cost of living and travel expenses as per Treasury Board 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.

14.03(a) When a pilot is ordered Overland from home base to Sarnia or vice-versa, the pilot will be responsible for their own travel arrangements and shall be compensated in the Amount of:

2013 - \$371.00
2014 - \$382.00
2015 - \$394.00
2016 - \$408.00

- (b) When a pilot is ordered Overland from home base to Windsor or vice-versa, the pilot will be responsible for their own travel arrangements and shall be compensated in the amount of:

2013 - \$424.00
2014 - \$437.00
2015 - \$450.00
2016 - \$466.00

- (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 sixty dollars (\$60.00) for the 2013 and 2014 navigation seasons and eighty dollars (\$80.00) for the 2015 navigation season and

the remainder of the duration of the collective agreement.

- (d) The Authority will pay travel expenses 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 Port Weller area by ship, 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.
- (f) When a pilot is dispatched to Nanticoke for a harbor move and the pilot opts to take his/her own vehicle, the pilot will be compensated at two (2) times the rate for an assignment as per Article 14.01(b).

ARTICLE 15 **LEAVE CREDITS - GENERAL**

- 15.01 The Authority shall provide the Corporation and each pilot with a list of the pilot's accrued leave credits.
- 15.02 When the employment of a pilot who has been granted more vacation, sick or special leave with pay than the pilot 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 the pilot.

ARTICLE 16 **VACATION LEAVE**

- 16.01 (a) A pilot shall earn vacation leave as follows:
 - 01 to 09 years service inclusive -20 days
 - 10 to 19 years service inclusive -25 days
 - 20 to 24 years service inclusive -30 days
 - 25 years service and over -35 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 (1¹/₂) days 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(a) Notwithstanding Article 11:04, all pilots shall be considered on strength for the full time of their vacation leaving Saturdays, Sundays and holidays not to be counted as days of vacation leave.
- (b) At the end of the navigation season each pilot shall receive a detailed statement specifying all the days earned for superannuation purposes.
- 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 designated holidays falls 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 year for each such holiday providing the pilot was not on leave without pay on both the working day immediately preceding and the working day following the designated holiday. The following holidays 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	Boxing Day
New Year's 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 the pilot has been on the 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 continuous employment with the Authority, a pilot with available credits and who gives the Authority at least five (5) days notice shall be granted, special leave with pay 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 the pilot's 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 the pilot shall be granted five (5) days and not extending beyond two days following the funeral; the pilot may, in addition be granted up to three 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 the spouse.

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

(d) When a pilot is away from the pilot's base station, the Authority will pay the pilot's travel expenses from and if required, back to the pilot's tour of duty, when the pilot 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 the pilot's 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 meaning of Clause 18.03, Clause 18.04, and Clause 18.05, leave up to a maximum of five (5) days may be granted, at the discretion of the Authority. The advanced leave granted will be deducted from any special leave credits subsequently earned.

18.06 When a pilot has insufficient credits to cover the granting 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 be granted, at the discretion of the Authority. The advanced leave granted will be deducted from any special leave credits subsequently earned.

18.07 A pilot shall be granted 2 personal leave days per year but cannot be used consecutively. Each personal day shall be for a 24-hour period. The pilot must advise the dispatcher 12-hours before being granted a personal day. Unused personal days cannot be carried forward or paid out. Only one pilot can exercise this option at one time when on the Canal Tour or in District #3. All personal leave days are to be completed by December 15th.

ARTICLE19 SICK LEAVE

19.01 A pilot shall earn sick leave credits at the rate of one and one-quarter (1¹/₄) days for each calendar month in which the pilot 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 the pilot is unable to perform the pilot's duties because of illness or injury provided that:

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

(b) The pilot has the necessary sick leave credits.

19.04 A pilot is not eligible for sick leave with pay during any period in which the pilot 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 70% 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 their 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(a) All pilots shall be paid a monthly salary during the navigation season as follows:

2013	\$13,367	1.5%
2014	\$13,701	2.5%
2015	\$14,078	2.75%
2016	\$14,465	2.75%

(b) If the average Consumers Price Index (1991-100) for the last 12 months for Canada as published by Statistics Canada (hereafter C.P.I.) for the month of March 2014 exceeds by more than 2.5% the C.P.I. for the month of March 2013 the monthly rates of pay in effect on April 1, 2014 shall be increased by the amount of growth of the C.P.I. over 2.5%. If the average Consumer Price Index (1991-100) for the last 12 months for Canada as published by Statistics Canada (hereafter C.P.I.) for the month of March 2015 exceeds by more than 2.75% the C.P.I. for the month of March 2014, the monthly rates of pay in effect on April 1, 2015 shall be increased by the amount of growth of the C.P.I. over 2.75%. If the average Consumer Price Index (1991-100) for the last 12 months for Canada as published by Statistics Canada (hereafter C.P.I.) for the month of March 2016 exceeds by more than 2.75% the C.P.I. for the preceding month of March 2015, the monthly rates of pay in effect on April 1, 2016 shall be increased by the amount of growth of the C.P.I. over 2.75%.

- (c) Apprentice/trainee pilots will be paid at 80% of the stipulated rate under article 21.01 (a).

21.02 All pilots will be paid the monthly salary described at Article 21.01(a) for the greater of:

- (i) the navigation season; or
- (ii) 9 months.

This time shall be considered pensionable.

21.03(a) By January 31 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 Districts 2 & 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 amount shall 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 purpose 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.

- (d) District #2 pilots will be relieved at CIP 16 change point, except if berthing east of Port Burwell, in which case the pilot will submit 2 source forms for the purpose of productivity.

ARTICLE 22 **HEALTH AND WELFARE**

22.01 The Authority will maintain life insurance for each pilot as described in the Supplementary Death Benefit Plan which is Part II of the *Public Service Superannuation Act*. The plan provides a benefit equal to twice the annual salary. (Calculation of annual salary is to be determined as per *Treasury Board Regulations*). The Authority will provide a \$5,000.00 life insurance 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 premiums throughout the year and throughout the term of the Collective Agreement.

22.02 The Authority shall pay for 100% of the premiums throughout the year and throughout the term of the Collective Agreement for the following plans:

- (a) The Provincial Health Care Plan (Employer Health Tax);
- (b) The Public Service Health Care Plan;
- (c) The Public Service Dental Plan;
- (d) The Public Service Disability Insurance Plan;
- (e) Out of Country Supplemental Insurance (Employee Coverage Only);

22.03(a) Where a pilot suffers a loss of clothing or personal effects from a maritime disaster or shipwreck during the course of the pilot's regular duties as a pilot or while embarking on or debarking from a pilot boat or a ship, the pilot shall be reimbursed by the Authority for the loss of such clothing or personal effects. Any pilot or the pilot's 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 the pilot's rights against third parties to the extent of the amount paid to the pilot by the Authority.

- (b) The Authority will contribute to each pilot an amount of \$300 for 2013 and \$200 per year for the years 2014 to 2016 for the purchase and maintenance of their marine radios. Each pilot is solely responsible for their own radio. The Authority will continue to be responsible for paying the license to operate the radios.
- 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 consultations 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) When the Authority requires a pilot to take an upgrading/training course, the cost of such course including traveling expenses and living allowances, shall be borne by the Authority. In addition, the pilot's wages will be continued for each day of the course's duration while the pilot is on duty and the amount of one half (.5) of the daily rate of pay per day plus one day maximum for travel where the pilot is not on duty.
- (c) Pilots will be given three (3) 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(s) as 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 floatation device.

ARTICLE 23

RETIREMENT AND SEPARATION GRATUITY

23.01 **The provisions of the following article apply to pilots hired before April 1, 2013. Effective April 1, 2013 pilots will stop accumulating severance benefits.**

Each pilot will be allowed two (2) 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 the case of resignation from service, less any allowances previously granted.

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

Based on the provisions of this article, the number of weeks of employment or the number of days of accumulated sick and special leave used in the calculation of the severance pay payable at March 31 2013 will be frozen in time and will never change. The severance pay amount will only be paid at the termination of employment (Layoff, resignation, death or retirement) based on the rate of pay in effect at the time of termination. The Authority will supply each pilot with a statement of the severance pay amount payable at March 31, 2013.

23.02 A pilot may, at age 58 or over or when the pilot's 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 pilot covered by this Agreement the sum of (\$220.00) per annum for the duration of the Collective Agreement to cover the cost of legal defense for the said pilot as provided by the Guild's Legal Defense 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 the pilot's 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, the pilot shall have the right to be accompanied by the pilot's 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 come into force on April 1, 2013 and shall remain in force until March 31, 2017.
- 26.03 After the expiry of the period specified above, the above agreement shall remain in full force and effect until such time either party notifies the other in writing of its intention to commence collective bargaining. Notice to commence collective bargaining may be issued by either party no earlier than ninety days (90) prior to the expiration of the collective agreement.

AND THE PARTIES HAVE AGREED AND SIGNED this date June 27, 2013
as follows:

GREAT LAKES PILOTAGE AUTHORITY

SIGNED AND SEALED by the Authority in the presence of:

Per: _____

Robert F. Lemire
Chief Executive Officer

Rejean Menard, Secretary/Treasurer

Capt. Daniel R. Trottier, Director of Operations

Richard Quenneville, Operations Manager

CORPORATION OF PROFESSIONAL GREAT LAKES PILOTS

SIGNED AND SEALED by the Corporation in the presence of:

Per: _____

Capt. Edward Wojtecki, President

Capt. Brett Walker, Vice President

Capt. Frederick Hoffe, Director

Capt. Robert Hull, Director

Capt. Elko Merk, Director

CANADIAN MERCHANT SERVICE GUILD

Kieran Clarke, Labour Relations Officer