

COLLECTIVE AGREEMENT

THIS 23RD DAY OF JUNE 2004

BETWEEN

GREAT LAKES PILOTAGE AUTHORITY

AND

**THE PILOTS' CORPORATION, LAKE
ONTARIO AND HARBOURS**

AND

CANADIAN MERCHANT SERVICE GUILD

April 1 2002 – March 31, 2007

03250(09)

ARTICLE 1

PURPOSE OF AGREEMENT

1.01 The purpose of this agreement is to maintain harmonious and mutually beneficial relationships between the Authority and the pilots, 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 timely movement of ships;
- b) Pilotage requires amongst other things, a specialized knowledge of navigation in confined waters and local knowledge of the navigable waters of Lake Ontario including the channels, harbours, the depths of water, the anchorages and aids to navigation;
- c) The participation of all pilots is essential to the achievement of the objects of the Authority;
- d) For the purpose of this agreement and in accordance with Section 9 of the Pilotage Act, pilots are employees of the Authority.

ARTICLE 2

DEFINITIONS

2.01 For the purpose of this agreement:

- a) "authorized representative" means a person designated by the Corporation to represent them in any negotiations with the Authority or to represent an aggrieved pilot in the process of a grievance.
- b) "continuous employment" means employment in the service of the Authority without interruption during consecutive seasons.
- c) "Corporation" means The Pilots! Corporation, Lake Ontario and Harbours.
- d) "day" means calendar day unless otherwise stated.
- e) "day of rest" means a day on which a pilot is not ordinarily required to perform his duties other than by

reason of his being on leave of absence.

- f) "daily rate of pay" means a pilot's monthly rate of pay divided by twenty-two.
- g) "employer" means the Great Lakes Pilotage Authority.
- h) "grievance" means a complaint in writing presented by a pilot on his behalf or on behalf of himself and one or more other pilots.
- i) "home base" means the designated station, either Cape Vincent, New York, or St. Catharines, Ontario.
- j) "leave of absence" means permission granted by the Eastern Supervisor to be absent from duty.
- k) "navigation season" shall mean, in any given year, that period of time between the starting date of the first assignment in Lake Ontario to an upbound vessel 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 the Lake Ontario to a downbound vessel similarly required under the regulations to be under the conduct of a pilot.

A twelve (12) hour pre-notice shall be given to the pilot prior to the first assignment of the season.

- l) "pilot" means a Canadian pilot licensed only for the waters of Lake Ontario and Harbours.
- m) "time on duty" means the time the pilot boards the ship until he disembarks.
- n) "assignment" means a dispatch to a vessel where the pilotage duties are carried out by a Canadian or U.S. pilot, including a cancellation.
- o) "official representative" means a member of the executive of the Corporation.
- p) "Guild" means the Canadian Merchant Service Guild.
- q) "overland transfer" means the transfer of a pilot from the Eastern Tour de Role to the Western Tour de Role or vice versa as ordered by the dispatch office
- r) "overland transfer on own initiative" means the transfer of a pilot as approved but not ordered by the dispatch

office.

- s) "Eastern triangle" means all waters of Lake Ontario east of the mid-Lake Ontario line.
- t) "Western triangle" means all waters of Lake Ontario west of the mid-Lake Ontario line.

ARTICLE 3

APPLICATION

3.01

The provisions of this agreement apply to the pilots in the bargaining unit, the Corporation, the Guild 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 Guild as the Corporation's authorized representative and exclusive bargaining agent of all the pilots and the sole agent through which representations may be made in all matters affecting the pilots collectively or individually.

ARTICLE 6

TIME OFF FOR OFFICIAL REPRESENTATIVES

6.01

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 11 of this Agreement. On the day before such a meeting the dispatching of pilots so required shall be arranged with the Eastern Supervisor of the Authority.

6.02

Official representatives of the Corporation may hold with

themselves and/or their authorized representatives 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 twelve (12) man-days per year. Unused days in any given year shall accumulate up to a maximum of fifteen (15) man-days. No more than two official representatives at a time may hold such meetings.

6.03 The parties agree that every effort shall be made to conduct negotiations for renewal of this contract 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 three (3) representatives of the Corporation to participate in the negotiations. Reasonable expenses incurred for the purpose of attending any such meetings shall be reimbursed by the Authority in accordance with the provisions of Article 11 of this Agreement.

6.04 The Authority shall contribute to the Corporation the sum of **\$330.00** each month **for the duration of the collective agreement** in recognition of the costs incurred for the administration of the Corporation.

ARTICLE 7 GRIEVANCE PROCEDURE

7.01 A pilot or the Corporation who has a grievance or dispute shall present it in writing as soon as practical but no later than ten (10) days after the date of the alleged dispute to the **Director of Operations**.

Step 1 The **Director of Operations** shall render a decision within seven (7) days and shall forward a copy of the decision to the Corporation and to the Canadian Merchant Service Guild.

Step 2 If a complaint or grievance is not adjusted to the satisfaction of the Corporation under Step 1 a meeting with the Chief Executive Officer (CEO) will be scheduled within 10 days of the response in Step 1 after which time the CEO will have seven (7) days to render a decision.

- Step 3 If the decision of the CEO is not acceptable and the Authority and the Guild 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 ten (10) days of the response in Step 2 require that the matter be referred to an Arbitrator.
- 7.02 Notwithstanding any other provisions of this agreement, if the Authority or any of its representatives fail or refuse to comply with any step or condition of the grievance procedure set out in article 7.01, the Guild, acting on behalf of a pilot, may submit the grievance at once to arbitration in the manner set out in article 7.04.
- 7.03 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.
- 7.04 The arbitrator shall hear and determine the difference and shall issue a decision and the decision shall be final and binding upon the parties and upon any employee affected by it.
- 7.05 Each party shall pay its own expenses and the parties shall share equally the expenses and fees of the arbitrator.
- 7.06 The arbitrator shall have no power to alter, add to, subtract from, amend, modify or substitute any part of this agreement.
- 7.07 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.
- 7.08 Upon application with reasonable notice to the Director of Operations a pilot 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.
- 7.09 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 such pilot personally, but any settlement or disposition of such problem shall not be deemed as creating a precedent as regards the interpretation of this agreement.

7.10 A griever may abandon a grievance at any stage of the grievance procedure.

7.11 The suspension or cancellation of a pilot's licence shall be dealt with in accordance with the provisions of the Pilotage Act and the regulations thereunder.

ARTICLE 8 **EMPLOYMENT**

8.01 After the signing of this agreement, no licensed pilot shall be employed by the Authority as a licensed pilot for Lake Ontario and Harbours unless he is employed in accordance with and subject to the terms of this agreement.

8.02 Pilots shall be employed exclusively as pilots and shall not be expected to perform other duties or to be transferred out of Lake Ontario permanently or temporarily, without their consent. Employment as a pilot shall include the practical on-the-job training of apprentice pilots and examination of applicants.

8.03 Pilots shall be full time employees of the Authority during the navigation season. They shall all be kept on the "tour de role" and dispatched on the basis of their availability.

8.04 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.

8.05 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 Authority.

b) Notwithstanding the fact that a pilot is performing 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.

c) Retired Pilots

Pilots who have taken an early retirement may, when Tour-de-Role shortages occur, be offered assignments on a contractual basis. Such pilots name will be placed on the Tour-De-Role and will be despatched in accordance with the Lake Ontario Working Rules.

8.06

There shall be no reduction of pilot numbers to meet temporary fluctuations in ship traffic in any navigation season. 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 pilots of such situation and provide them with all the supporting evidence, and shall consult the pilots as to the most appropriate means of remedying such situation. Without limiting the generality of the foregoing, the parties shall implement the following measures to redistribute work amongst pilots.

- a) voluntary early 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 or in the order of registration or issue of licence; and
- e) any other measures that the parties may agree upon.

8.07

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 pilots.

8.08

- a) 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.
- b) Pilots on the Interview Board to interview persons applying for a ship's pilot position shall be compensated

at the daily rate of pay, as well as, expenses incurred, for each day of the interviews, when such interviews are held outside the navigation season.

ARTICLE 9

DISPATCHING

9.01 Pilots shall be dispatched in accordance with the Dispatching Rules presently in effect. It is understood that temporary rules may be required to meet any new situation. Anything in this Agreement supersedes any difference in working rules.

ARTICLE 10

DAYS OF REST AND HOURS OF WORK

10.01 a) All pilots shall be granted eight (8) days of rest per twenty-eight (28) day cycle. Where the cycle is incomplete, the entitlement shall be prorated. A scheduled list of days off shall be posted well in advance after consultation with the pilots. **An** additional five day rest period shall be scheduled for every pilot during the period of June to September.

b) Pilots shall maintain the option to utilize the additional five days mentioned in Article 10.01(a) singularly or in blocks to a maximum of five days.

10.02 a) If because of heavy traffic a pilot agrees to work on a day of rest and carries out a trans-lake assignment or a maximum of two (2) triangle assignments within a twelve (12) hour period, he shall be compensated at **triple** the daily rate for each 24 hour period under Article 18.01.

b) If a pilot's assignment goes over the first twenty-four (24) hour period on overtime but does not exceed four (4) hours, he shall be at **the daily rate under Article 18.01.**

At every month's end, each pilot must submit their monthly overtime figures to the **Director of Operations** by the fastest means possible.

10.03 1) A pilot shall have a period of twelve (12) hours rest after any trans-lake assignment.

2) a) A pilot shall have a period of six (6) hours rest after any triangle assignment.

b) After assignment to and from Oshawa a twelve (12) hour rest shall be granted, however, movages in Oshawa Harbour or from anchorage to dock shall be considered the same as a Western Triangle assignment.



- 3) A pilot shall have a period of rest of six (6) hours after completing an overland transfer between stations.
- 4) When a pilot has worked two (2) consecutive nights, he/she may ask not to be dispatched before 0500 hours the following morning. The pilot would keep his/her position on the tour-de-role, and if his/her services are required before the end of his/her rest, the next rested pilot would then be dispatched. For the understanding of this article, working nights means to be ordered for an assignment or transfer between the hours of 2000 hours and 0500 hours or an assignment ending between 0001 hours and 0600 hours or **an assignment beginning before 20:00 and ending after 06:00.**

A pilot must declare his/her intentions after debarking the second assignment.

- 5) In the event an assignment length is in excess of 20 hours, the pilot shall be credited with a second assignment for productivity purposes.

10.04

For the purpose of section 10.03 rest will start one (1) hour from the time of disembarking pilot boat from any trans-lake assignment; for any other port, rest will start as agreed by the dispatch office after arrival at nearest base.

10.05

- a) The pilot shall be compensated at the following rate per hour for each hour of rest or portion thereof that he forfeits as **per the following:**

2002	\$50.00
2003	\$51.00
2004	\$53.00
2005	\$54.00
2006	\$55.00

- b) For the purpose of this clause remuneration for the forfeiture of rest shall commence at the time the pilot is called for an assignment and/or a combination of the two (2), however, limited to the maximum hours of rest provided under Article 10.03.
- c) A pilot who has been ordered for an assignment will remain ordered until a cancellation is received or the assignment is completed. If for any reason the vessel is more than three (3) hours overdue or delayed from sailing

or not underway at Cape Vincent or Port Weller, an automatic cancellation assignment will exist. If cancelled the pilot will have the option of remaining at the top of the tour-de-role or being placed at the bottom of the list and be entitled to four (4) hours of rest. In the ports, if the pilot is in agreement and is retained by the Master or is requested by the Authority, the pilot shall be paid the hourly rate as laid out in Article 10.5(a), for each hour in excess of two (2) hours, until the vessel departs or is no longer delayed. If cancelled by the Master or Agent the pilot will have the option of remaining at the top of the tour-de-role or, being placed at the bottom of the list, and will be entitled to four (4) hours of rest.

ARTICLE 11 **TRAVEL EXPENSES**

11.01 Each pilot will designate which station he claims as his "home base", either St. Catharines or Cape Vincent.

11.02 a) For each assignment the Authority shall pay a lump sum amount for travel and subsistence.

2002	\$138.00
2003	\$141.00
2004	\$144.00
2005	\$147.00
2006	\$151.00

b) For each ordered overland transfer the Authority shall pay a lump sum amount of -

2002	\$235.00
2003	\$240.00
2004	\$245.00
2005	\$250.00
2006	\$255.00

11.03 a) For an assignment to and from Port Weller, where a taxi contract with the Authority exists pilots will use the services of the Contractor within a 12 mile radius of Lock 7.

b) In the event of an interruption of public transportation and where other travel arrangements are required, the Authority shall pay all reasonable expenses incurred in excess of the lump sum provided for an overland transfer.

c) Should there be a continued disruption of public

transportation, the Authority and the Corporation agree to assess the situation through direct consultation.

- d) Public transportation is the accepted mode of pilot travel.
- e) The Authority will provide or reimburse for a taxi to and from assignments at the Ports of Hamilton and Oswego, New York.
- f) For every assignment in Hamilton where a taxi is provided by the Authority the lump sum under 11.01 will be reduced by \$10.00.
- g) For an assignment at a berth in the Port of Toronto outside the hours of regular public transportation, a taxi to or from the Port Weller base shall be provided to the pilot.

ARTICLE 12 **LEAVE CREDITS - GENERAL**

12.01 When the employment of a pilot who has been granted more vacation, sick or special leave 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 13 **VACATION LEAVE**

13.01 For the term of this contract:

- a) i) A pilot shall earn vacation leave as follows:

1 to 6 years service inclusive	15 days
7 to 14 years service inclusive	18 days
15 to 21 years service inclusive	21 days
22 years of service and over	26 days

- ii) A pilot who is employed for less than one (1) year's service, shall earn vacation leave at the rate of one and one-quarter (1 1/4) day per month to a maximum of twelve (12) days. For the purpose of this paragraph a pilot must be on the payroll for at least ten (10) days in each month.

13.02 Annual leave shall be taken at the end of the navigation season.

13.03 Salary shall be paid during annual vacation at the rate

of a pilot's regular daily rate of pay.

13.04 All pilots shall be considered on strength for the full time of their annual leave with Saturday, Sunday and holidays not to be counted as days of annual leave, notwithstanding that the navigation season has been completed.

ARTICLE 14 **DESIGNATED HOLIDAYS**

14.01 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 provided he was not on leave without pay on both the working day immediately preceding and following the designated holiday. The following days are designated holidays for the purpose of this clause:

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

ARTICLE 15 **SPECIAL LEAVE**

15.01 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 the payroll for a minimum of ten (10) days. As credits are used they may continue to be earned to the maximum.

15.02 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.

15.03 For the purpose of this Clause and Clause 15.05, 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) 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 or sister-in-law and grandparents of spouse.

15.04 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.

15.05 At the discretion of the Authority, special leave with pay may be granted due circumstances not directly attributable to the pilot including illness in the immediate family as defined in Clause 15.03. Such leave will not be unreasonably withheld.

15.06 Where a pilot has insufficient or no credits to cover the grant of special leave within the meaning of Clause 15.03, Clause 15.04, 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 16

SICK LEAVE

16.01 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.

16.02 The use of sick leave credits shall not be applicable for the first day of such leave in any sick period, which first day shall be without pay unless the pilot is hospitalized or provides a doctor's certificate in which case the leave will be charged against sick leave credits.

For the purpose of this article, the loss of pay on the first day of sickness shall be the pilot's monthly rate of pay divided by thirty (30).

16.03 Unused sick leave shall be accumulated throughout a pilot's employment with the Authority.

16.04 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 satisfied the Authority of this condition in such a manner and at such a time as may be determined by the Authority, and
- b) He has the necessary sick leave credits. The first day of such leave will be without pay.

16.05 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.

16.06 During January of each year a pilot may elect for payment of up to 50% of accumulated sick leave credits accumulated in the year, in excess of 90 days, provided that this does not reduce his total sick leave accumulation below ninety (90) days.

16.07 Leave for child care responsibilities are without pay and consists of Maternity Leave and Child Care Leave. Leave shall be granted according to the Canada Labour Code.

ARTICLE 17

OTHER TYPES OF LEAVE

17.01 Leave of absence with pay shall be granted 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:
 - i) in or under the authority of a court of justice or before a grand jury, or under the authority of the Pilotage Act,
 - ii) before a court, judge, justice, magistrate or coroner,

- iii) before the Senate or House of Commons of Canada or a committee of the Senate or House of Commons otherwise than in the performance of his duties of his position,
- iv) before a legislative council, legislative assembly, or any committee thereof that is authorized by law to compel the attendance as witnesses before it, or
- v) before an arbitrator or umpire or a person or body of persons authorized by law to make inquiry and to compel the attendance of witnesses before it.

ARTICLE 18 **REMUNERATION**

18.01 a) All pilots shall be paid a monthly salary during the navigation season as follows:

2002	\$ 9,386.00
2003	\$ 9,597.00
2004	\$ 9,813.00
2005	\$10,034.00
2006	\$10,260.00

b) If the average Consumers Price Index (1991-100) for the last 12 months for Toronto as published by Statistics Canada (hereafter C.P.I.) for the month of March 2003 exceeds by more than 2.25% the C.P.I. for the month of March 2002 the monthly rates of pay in effect on April 1, 2003 shall be increased by the amount of growth of the C.P.I. over 2.25%. If the average Consumer Price Index (1991-100) for the last 12 months for Toronto as published by Statistics Canada (hereafter C.P.I.) for the month of March 2004 exceeds by more than 2.25% the C.P.I. for the month of March 2003, the monthly rates of pay in effect on April 1, 2004 shall be increased by the amount of growth of the C.P.I. over 2.25%. If the average Consumer Price Index (1991-100) for the last 12 months for Toronto as published by Statistics Canada (hereafter C.P.I.) for the month of March 2005 exceeds by more than 2.25% the C.P.I. for the preceding month of March 2004, the monthly rates of pay in effect on April 1, 2005 shall be increased by the amount of growth of the C.P.I. over 2.25%. If the average Consumer Price Index (1991-100) for the last 12 months for Toronto as published by Statistics Canada (hereafter C.P.I.) for the month of March 2006 exceeds by more than 2.25% the C.P.I. for the preceding month of March 2005, the monthly rates of pay

in effect on April 1, 2006 shall be increased by the amount of growth of the C.P.I. over 2.25%.

- c) Pilots hired and performing training trips shall be remunerated at 80% of the rate under 18.01(a).

18.02 By the 15th of February 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.

18.03 The navigation season will be a minimum of eight (8) months and **fifteen (15)** days.

18.04 The Authority may send a pilot for an assignment to a boarding point outside the District or have a pilot disembark outside the District. In return, the Authority shall pay the pilot a lump sum of \$300.00 plus additional reasonable expenses incurred while outside the District.

18.05 a) For every assignment in excess of 100, multiplied by the average yearly number of effective pilots, averaged out on a monthly basis, during the navigation season, the Authority will pay the sum of the daily rate of pay times 1.5 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 the pilots during the season. Such monies shall be paid prior to January 31st of the year following the season.

- b) For 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 6; Effective Pilot means a pilot who has been available at least 10 days in the month.

18.06 The Pilots' Corporation, Lake Ontario and Harbours and the Authority have mutually agreed that an independent Contract pilot will perform all pilotage services for the Port of Churchill. However, in the event that the Lake Ontario pilots should, for any reason, have to return to Churchill for the purpose of training a new contract pilot or resuming pilotage services for the Port of Churchill the provisions of the Churchill clause contained in Article 18.06 will remain in effect for the duration of this agreement. In the event that a Churchill contract pilot is not available to perform

pilotage services in the Port of Churchill, the Pilots' Corporation, Lake Ontario and Harbours will perform all pilotage services for the Port of Churchill, Manitoba with properly certified and trained Lake Ontario pilots. The Authority agrees that the following conditions apply only to the Port of Churchill pilotage activities and do not replace or amend any of the Articles of the present Collective Agreement. This article will cease to apply in the event that port activities in Churchill are suspended, terminated or significantly altered from the present operating conditions experienced during the regular August to October shipping season.

The Authority agrees that a schedule for the Churchill pilots will be prepared with consultation of the Corporation before the end of April each year. In the event a pilot is in Churchill during his scheduled rest days, an equivalent number of rest days will be granted and suitably rescheduled once he returns to the Lake Ontario tour de role. These sacrificed rest days cannot be exchanged for financial remuneration on his return, and must be taken before December 1st.

The Authority agrees to supply and pay for appropriate accommodations and a vehicle at the Port of Churchill for the duration of the navigation season.

The Authority will pay all reasonable travelling expenses to deliver the pilot to the Port of Churchill and return the pilot to his home base following his work period in Churchill. The Authority will pay **\$100.00 a day living allowance for 2002, 2003 and 2004 and \$110.00 for 2005 and 2006** for each day the pilot is on station at the Port of Churchill. There will be no remuneration for forfeiture of rest, as described in Article 10 of the Collective Agreement, while he is on station at Churchill.

The Authority agrees, for productivity purposes under Article 18.05 of the Collective Agreement, to credit the Lake Ontario productivity account with one trip for each day of the navigation season at the Port of Churchill. The navigation season duration being from, the arrival of the first ship requiring a pilot through to the pilot disembarking from the last ship of the season, with a minimum of 60 days. Actual assignments performed at Churchill and any training trips will not be additionally included in the productivity calculation under Article 18.05 of the Collective Agreement.

A pilot on station at Churchill will be deemed to be on the tour de role and available for piloting and will be included in the calculation for determining "Effective Pilots" under Article 18.05 of the Collective Agreement.

To provide continuity in the supply of pilots for the Port of Churchill, the Authority agrees to afford future Lake Ontario pilots the opportunity to receive the necessary training required to effectively service the port.

In the event that pilots from the Pilots' Corporation, Lake Ontario and Harbours are not able to perform pilotage duties in the Port of Churchill, the Authority will take any and all measures possible to maintain a pilotage service at Churchill including contracting out the service.

The Authority agrees that any significant changes to the operation of the Port of Churchill requiring changes to this article will be discussed with the Pilots' Corporation, Lake Ontario and Harbours before any amendments are made to this letter.

ARTICLE 19

HEALTH AND WELFARE

19.01

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.

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);

- 19.02 a) Where a pilot suffers a loss of clothing and personal effects from a Maritime disaster or shipwreck during the course of his regular duty 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 section shall submit an Affidavit listing the individual items lost. This section 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 paid to him by the Authority.
- 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. The Authority shall be responsible for all repairs and maintenance of the marine radio as well as replacement of the marine radio's batteries.

19.03 The Authority agrees to make a contribution towards the purchase of floater coats for the pilots. The Authority considers the coats to have a minimum five (5) year life and the pilot is to be responsible for all maintenance repairs or replacement during this period. The Authority will contribute 70% or a maximum of \$275.00 towards the cost of the coats.

ARTICLE 20

RETIREMENT AND SEPARATION GRATUITY

20.01 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 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.

For those pilots employed by the Authority after April 1, 1994, the option clause under "Retirement and Separation Gratuity" will not apply and only 75% of accumulated sick and special leave credits will be paid.

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

ARTICLE 21

LEGAL DEFENCE

21.01 The Authority agrees to pay to the Guild in April of each year, on behalf of each licensed marine pilot covered by this Agreement, the sum of **TWO HUNDRED AND TWENTY DOLLARS (\$220.00) for the duration of this contract** to cover the cost of legal defence for the said pilot as provided by the Guild's Legal Defence Fund.

21.02 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.

21.03 If a pilot is required to appear at any hearing 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 22

CONSULTATION

22.01 The Authority and the pilots mutually agree that benefits will accrue to all concerned from joint consultation on matters concerning the pilotage service in the region and meetings may be held between the Authority and the pilots 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 pilots.

22.02 The following subject matters shall be deemed to be appropriate for consultation between the parties hereto during the terms of this agreement:

- a) increase or decrease in the number of pilots assigned or

changes proposed to the limits of the Lake Ontario pilotage area;

- b) examination procedures for examination of 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; and
- d) any other subject mutually agreed upon from time to time by the Authority and the pilots.
- e) the Authority, in consultation with the Corporation may make arrangements with a training institute, school, etc. to allow pilots on a voluntary basis, to attend courses during the non-navigation season in order to familiarize themselves with any innovative navigation systems and/or update their general knowledge on navigation-related subjects. The cost of such courses including travel and living expenses shall be borne by the Authority on proof of attendance at such an institution.
- f) If the Authority requires a pilot to take an upgrading course, the cost of such course including travelling 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. For a course outside of the navigation season, the pilot shall be entitled to the daily rate of pay for each day of the course.

ARTICLE 23

DURATION AND RENEWAL

- 23.01 This agreement may be amended by mutual consent.
- 23.02 This agreement shall be deemed to come into force on April 1, 2002 and shall remain in force until March 31, 2007.
- 23.03 After the expiry of the period specified above, the above agreement shall be automatically renewed for one (1) year at a time unless either party notifies the other in writing of his intention to terminate it within the ninety (90) days preceding its date of termination.

IN WITNESS WHEREOF the parties hereto set their hand and seal.

SIGNED, SEALED AND
DELIVERED by the
Authority in the
presence of :

GREAT LAKES PILOTAGE AUTHORITY

R.F. Lemire-C.E.O.

Witness

D. Trottier-Director of Operations

R. Menard-Secretary-Treasurer

SIGNED, SEALED AND
DELIVERED by the Pilots'
Corporation Lake Ontario
and Harbours in the presence
of:

**PILOTS' CORPORATION, LAKE ONTARIO
AND HARBOURS**

Capt. B. Moulton - President

Witness

Capt. D. Wilson - Sec./Treas.

SIGNED, SEALED AND DELIVERED
in the presence of

CANADIAN MERCHANT SERVICE GUILD

Witness

G. Cook

LETTER OF INTENT NO. 1

P. O. Box 95,
Cornwall, Ontario.
K6H 5R9

April 1, 2002.

Capt. B. Moulton,
President,
Pilots' Corporation Lake
Ontario and Harbours,
R. R. No. 1, 3051 Blue Church Road,
Prescott, Ontario.
K0E 1T0

Dear Captain Moulton,

Due to the lack of transportation between Cape Vincent, New York and Kingston, Ontario and between Toronto, Ontario and St. Catharines, Ontario coinciding with train arrivals, pilots will not be ordered overland between the hours of 1700 and 0500 unless such transportation can be arranged.

Robert F. Lemire,
Chief Executive Officer,
Great Lakes Pilotage
Authority.

LETTER OF INTENT NO. 2

P. O. Box 95,
Cornwall, Ontario.
K6H 5R9

April 1, 2002.

Capt. B. Moulton,
President,
Pilots' Corporation Lake
Ontario and Harbours,
R. R. No. 1, 3051 Blue Church Road,
Prescott, Ontario.
K0E 1T0

Dear Captain Moulton,

The Authority confirms that during the Spring and end of season periods, when vessel traffic is moving in one direction, the Director of Operations in consultation with the Corporation and with clearance from the District Despatcher, will, within agreed dates consider overland transfers "on the pilots own initiative" to be transferred under Article 11.02(b) of the Agreement.

Robert F. Lemire,
Chief Executive Officer,
Great Lakes Pilotage
Authority.

26