
AGREEMENT

between

GREAT LAKES PILOTAGE AUTHORITY

and

THE PUBLIC SERVICE ALLIANCE OF CANADA

For the Period of
July 1, 2000 to June 30, 2003

03246 (09)

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AGREEMENT

between

GREAT LAKES PILOTAGE AUTHORITY

and

THE PUBLIC SERVICE ALLIANCE OF CANADA

This agreement entered into this 11th day of October, 2001 between the Great Lakes Pilotage Authority, hereinafter referred to as the "Authority" and the Public Service Alliance of Canada hereinafter referred to as "The Alliance".

Wherever the masculine gender appears in this Agreement, it shall also mean the feminine gender unless the context requires otherwise.

ARTICLE 1

PURPOSE OF AGREEMENT

The purpose of this agreement is to ensure a maximum of harmony in the conduct of labour relations between the Authority and the Alliance, to provide for uniform interpretation and application in the administration of the terms and conditions of work as set out by this agreement, to ensure fair and equitable treatment of employees, to protect the rights of management in the efficient operation of its business and to ensure that all reasonable measures are provided for the safety and occupational health of the employees.

ARTICLE 2

INTERPRETATION AND DEFINITIONS

2.01 For the purpose of this agreement:

- (a) "Alliance" means the Public Service Alliance of Canada;
- (b) "Authority" means the Great Lakes Pilotage Authority;
- (c) "Casual employee" means a person employed for a specific period to replace an employee on leave;
- (d) A "Common-Law Spouse" relationship is said to exist when, for a continuous period of at least one year, an employee has lived with a person, publicly represented that person to be his/her spouse, and lives and intends to continue to live with that person as if that person were his/her spouse;
- (e) "Bargaining Unit" means the employees of the Authority as described in the certificate issued by the Canada Labour Relations Board on June 29, 1972;
- (f) "Compensatory Leave" means leave with pay in lieu of cash payment for overtime;
- (g) "continuous employment" means continuous employment in the Authority, but, for those employees employed prior to July 1, 1973, it shall include continuous service in the Federal Public Service. For all employees, however, continuous Federal Public Service and Authority employment shall be used in calculating leave and severance entitlements provided any breaks in service are not more than three (3) months;
- (h) "daily rate of pay" means an employee's weekly rate of pay divided by five (5);
- (i) "day of rest" in relation to an employee means a day other than a holiday on which that employee is not ordinarily required to perform the duties of his position other than by reason of his being on leave of absence;
- (j) "double time" means twice the straight-time rate;

- (k) "employee" means a person who is a member of the Bargaining Unit.
 - a) "Dispatcher" shall be interpreted as meaning shift workers and shall refer to those employees whose duties are to dispatch pilots in accordance with the Authority's procedures;
 - b) "other employees" shall be interpreted as meaning day workers and any employee not defined as Dispatcher;
- (l) "holiday" means the twenty-four (24) hour period commencing at 12:01 A.M. of a day designated as a paid holiday;
- (m) "hourly rate of pay" means an employee's weekly rate of pay divided by thirty-seven and one-half (37 1/2);
- (n) "lay-off" means an employee whose employment has been terminated because of lack of work or because of the discontinuance of a function;
- (o) "leave of absence" means permission to be absent from duty;
- (p) "membership dues" means the dues established pursuant to the constitution of the Alliance as the dues payable by its members as a consequence of their membership in the Alliance, and shall not include any initiation fee, insurance premium, or special levy;
- (q) "overtime" means authorized work performed in excess or outside of an employee's scheduled hours of work;
- (r) "straight-time rate" means the hourly rate of pay;
- (s) "time and one half" means one and one-half (1 1/2) times the straight-time rate;
- (t) "weekly rate of pay" means an employee's annual rate of pay divided by fifty-two (52);
- (u) "Technological Change" means:
 - i) the introduction by the Employer of equipment or material of a different nature than that previously utilized, and

- ij) a change in the employer's operation directly related to the introduction of that equipment or material.

ARTICLE 3

RECOGNITION

- 3.01 The Authority recognizes the Alliance as the exclusive bargaining agent for all employees described in the certificate issued by the Canada Labour Relations Board on the 29th day of June, 1972.
- 3.02 The Authority recognizes the right of the Alliance to appoint employees as representatives.
- 3.03 Upon application, a committee of not more than two (2) employees in each region shall be granted necessary leave of absence with pay for the investigation and presentation of grievances.
- 3.04 Necessary leave of absence without pay may be granted to a limited number of employees for the purpose of attending general or special meetings of the Alliance. Leave under this rule must be applied for at least one (1) week in advance and be expressly approved by management.
- 3.05 (a) The Authority will grant necessary and reasonable leave with pay to maximum of two (2) employees, selected as delegates to the negotiating committee for the purpose of collective bargaining, including preparation and actual negotiations. Any travel expenses will be paid or reimbursed by the Authority in accordance with Treasury Board travel directives as amended from time to time.

Reasonable efforts will be made to limit only one employee travelling per work location.
- (b) At the request of the local, the Authority will grant leave with pay for a third employee up to a maximum of three (3) days for the purpose of preparation or actual negotiations. Any travel expenses will be at no cost to the Authority.
- (c) If the negotiations are held on a day of rest of an employee described in (a), these days will be compensated in leave at straight time during the winter season.

- 3.06 The Authority agrees to discuss with the Alliance the withdrawal of any advantage or privilege not covered by this agreement.

ARTICLE 4

MANAGEMENT FUNCTIONS

- 4.01 The Alliance recognizes the right of the Authority to operate and manage its business in all respects, to determine the work to be performed, to maintain order and efficiency, to determine the locations of its operations, the scheduling, methods, equipment and tools to be used and the right to make and/or alter, from time to time, rules and regulations to be observed by employees.
- 4.02 The Authority retains all of the functions and prerogatives of management except to the extent that they may be modified by specific provisions of this agreement.

ARTICLE 5

STATE SECURITY

- 5.01 Nothing in this agreement shall be construed to require the Authority to do or refrain from doing anything contrary to any instruction, direction or regulation given or made by or on behalf of the Government of Canada in the interest of Canada or any state allied or associated with Canada.

ARTICLE 6

ILLEGAL STRIKES

- 6.01 The Canada Labour Code, Part I, specifically prohibits employees from engaging in illegal strikes. Both parties agree that disciplinary action may also be taken, which will include penalties up to and including discharge, for participation in an illegal strike.

ARTICLE 7

GRIEVANCE PROCEDURE

7.01 Should an employee believe that his rights under the agreement have been violated or should a grievance arise between the Authority and the Alliance with respect to the administration or application of the specific terms of this agreement, every effort will be made to resolve the matter as expeditiously as possible in accordance with the following procedures:

7.02 STEP 1

A grievance shall be taken up in writing with the Regional or Administrative Supervisor concerned, within thirty (30) days of the alleged violation and the Supervisor shall render his decision within five (5) days.

7.03 STEP2

If the grievance is not satisfactorily adjusted at Step 1 it may be referred in writing within five (5) days to the CEO who shall render his decision within ten (10) days.

7.04 REQUESTS FOR DELAY

The Authority and the Alliance will honour requests for reasonable delay in processing grievances, providing that both parties mutually agree to such delay. However, should no request for delay in answering a grievance be made by the Authority, and no answer be given within the specified time, the Alliance may, within the specified time, present the grievance at the next step. Should no request for delay be made by the Alliance and the grievance not presented at the next step within the specified time, the grievance shall be considered as having been abandoned.

ARTICLE 8

ARBITRATION

- 8.01 Where a difference arises between the parties relating to the adjustment of a grievance the Alliance may, after exhausting the grievance procedure established in Article 7, notify the other party in writing within thirty (30) days of its intention to refer the matter to an Arbitrator and the name of its nominee.
- 8.02 If agreement cannot be reached as to the selection of an arbitrator, either party may then request the assistance of Federal Minister of Labour.
- 8.03 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.
- 8.04 Each party shall pay its own expenses and the parties shall share equally the expenses and fees of the arbitrator.
- 8.05 The arbitrator shall have no power to alter, add to, subtract from, amend, modify or substitute any part of this agreement.

ARTICLE 9

SENIORITY

- 9.01 A seniority list of all employees covered by this agreement shall be posted within thirty (30) days following the signing of this agreement and annually in January each year thereafter. Such list shall show the names, classification levels and status of continuous employment with the Great Lakes Pilotage Authority, , from which date seniority shall accumulate. Copies of the list shall be furnished to the Alliance and the local officers of the Alliance.
- 9.02 When two (2) or more employees are employed on the same calendar date, the employee whose surname is first alphabetically will be shown as such on the seniority list.
- 9.03 An employee transferred or promoted to an excluded position shall in the event of his subsequent return to the bargaining unit within one year be reinstated on the seniority list as if he had remained in the bargaining unit throughout his employment with the Great Lakes Pilotage Authority, If

such an employee returns to the bargaining unit after one year following his transfer or promotion, his seniority status shall be determined jointly by the parties to this agreement.

- 9.04 An employee who has been laid off shall retain his seniority status for a period of twelve (12) months. If recalled to service in a classification covered by this agreement within twelve (12) months of date of lay-off, he shall be reinstated with seniority held at time of lay-off.
- 9.05 An employee who resigns or is discharged shall forfeit all seniority under this agreement.
- 9.06 Protests in regard to seniority status must be submitted in writing within thirty (30) days of the publication of the list. When proof of error is presented by an employee or his representative, such error will be corrected, and when so corrected, the agreed upon seniority list shall be final.
- 9.07 An employee with less than six (6) months service may not exercise seniority.

ARTICLE 10

INFORMATION

- 10.01 The Authority agrees to supply to the Alliance each quarter the name, classification and location of each new employee.
- 10.02 The Authority shall provide bulletin board space for the posting of information relating to the business affairs of the Alliance.
- 10.03 An employee is entitled to be informed, upon request, of the balance of his vacation, sick leave or special leave credits.
- 10.04 The Authority agrees to supply each employee with a copy of the agreement in the English or French language.

ARTICLE 11

CHECK-OFF

- 11.01 The Authority shall, as a condition of employment, subject to the conditions and exceptions set forth hereunder, deduct on the payroll for the first pay period of each month, commencing with the first full month of employment, from wages due and payable to each employee coming within the scope of this collective agreement, an amount equal to the prevailing monthly dues of the Alliance and shall remit the same by cheque, (accompanied by a statement of deductions from individuals) to the Comptroller of the Alliance within a reasonable period of time after deductions are made.
- 11.02 The amount to be deducted shall be equivalent to the prevailing regular dues payment of the Alliance and shall not include initiation fees or special assessments, The amount to be deducted shall not be changed during the term of the agreement excepting to conform with a change in the amount of regular dues of the Alliance in accordance with its constitutional provisions. The provisions of this Article shall be applicable to the Alliance in receipt by the Authority of notice in writing from the Alliance of the amount of regular monthly dues.
- 11.03 If the wages of an employee payable on the payroll for the first pay period of any month are insufficient to permit the deduction of the full amount of dues, no such deduction shall be made from the wages of such employee by the Authority in such month. The Authority shall not, because the employee did not have sufficient wages payable to him on the designated payroll, carry forward and deduct from any subsequent wages the dues not deducted in an earlier month.
- 11.04 It is understood and agreed that deductions for income tax, unemployment insurance, contributions in accordance with the Public Service Superannuation Act and the Canada and Quebec Pension Plans shall be made from wages prior to the deduction of dues.
- 11.05 The Authority shall not be responsible financially or otherwise, either to the Alliance or to an employee, for any failure to make deductions or for making improper or inaccurate deductions or remittances. However, in any instance in which an error occurs in the amount of any deduction of dues from an employees wages, the Authority shall adjust it directly with the employee. In the event of any mistake by the Authority in the amount of its remittance to the Alliance, the Authority shall adjust the amount in a subsequent remittance, The Authority's liability for any and all amounts deducted

pursuant to the provisions of this Article shall terminate at the time it remits the amounts payable to the designated officer of the Alliance.

11.06 The Authority agrees to deduct from each participating employee, the monthly premium for the P.S.A.C. insurance program.

11.07 The Alliance shall indemnify and save harmless the Authority from any losses, damages, costs, liability or expenses suffered or sustained by it as a result of any such deduction or deductions from payroll.

ARTICLE 12

PAID HOLIDAYS

12.01 Subject to Clause 12.02, the following days shall be designated paid holidays for employees:

- (a) New Year's Day
- (b) Good Friday
- (c) Easter Monday
- (d) the day fixed by proclamation of the Governor in Council for celebration of the Sovereign's birthday
- (e) Canada Day
- (f) The first Monday in August (Civic Day)
- (g) Labour Day
- (h) the day fixed by proclamation of the Governor in Council as a general day of Thanksgiving
- (i) Remembrance Day
- (j) Christmas Day
- (k) Boxing Day, and
- (l) any other day expressly authorized by the Federal Government

12.02 In order to qualify for pay on the above-mentioned holidays an employee must render compensated service or be on approved leave with pay, or on a recognized day of rest, on the day preceding or the day following the holiday.

12.03 Holiday Falling on a Day of Rest

When a day designated as a holiday under Clause 12.01 coincides with an employee's day of rest, the holiday shall be moved to the employee's first working day following his day of rest.

12.04 When a day designated as a holiday for an employee is moved to another day under the provisions of Clause 12.03:

- (a) work performed by an employee on the day from which the holiday was moved shall be considered as work performed on a day of rest, and,
- (b) work performed by an employee on the day to which the holiday was moved, shall be considered as work performed on a holiday.

12.05 Compensation for Work on a Holiday

When an employee works on a holiday, he shall receive, in addition to the pay he would have been granted if he had not worked on the holiday, his choice of:

- (a) pay at one and one-half (1 1/2) times the rate of his hourly pay for all such hours worked, or
- (b) compensatory leave credits at the rate of double time and one-half (2 1/2) for all such hours worked.

Any compensatory leave credits shall be taken as leave during the non-navigation season.

12.06 Holiday Coinciding with a Day of Paid Leave

Where a day that is a designated holiday for an employee falls within a period of leave with pay, the holiday shall not count as a day of leave.

ARTICLE 13

VACATION LEAVE

13.01 Employees shall earn vacation leave in accordance with the following schedule:

<u>Continuous Employment</u>	<u>Each Completed Month of Service</u>
1st year - 9th year	1-1/4 days per month
10th year - 18th year	1-2/3 days per month
19th year - 27th year	2-1/12 days per month
28th year and upwards	2-1/2 days per month

13.02 An employee, retiring on account of age or disability, or upon death shall be granted full vacation leave in that year. If an employee is laid off, he shall be considered to have earned any vacation leave granted to him at the time of lay-off.

13.03 Unearned vacation leave taken in the calendar year of separation for any reason other than that listed in 13.02 will be recovered from the salary of the employee at the rate in effect when the leave was taken.

13.04 (a) The Authority shall make every reasonable effort to grant an employee his vacation leave during the fiscal year it is earned. Where in any fiscal year an employee has not been granted all of the vacation leave credited to him, the unused portion of his vacation leave shall be carried over into the following year.

(b) Whereas "dispatcher" employees are not entitled to take vacation leave during the navigation season, the Authority agrees that each dispatcher shall be allowed to take seven (7) calendar days of vacation leave during the navigation season. Any vacation leave taken beyond seven (7) calendar days during the navigation season will be allowed provided the dispatchers within their unit agree to cover the absence by working the additional hours at no cost to the Authority if no casual employees are available.

(c) An employee shall advise the Employer in writing of his vacation request as soon as possible after April 1st but before May 31st for any vacation leave between May 1 and November 15, and after November 1st but before December 31st for any vacation leave during the non-navigation season.

- (d) The Employer shall give an employee as much notice as is practicable and reasonable of approval, disapproval or cancellation of a request for vacation. In the case of disapproval alteration or cancellation of such leave, the Employer shall give the written reason therefore, upon written request from the employee.

13.05 An employee who has completed six (6) months of continuous employment may receive an advance of credits equivalent to the anticipated credits for the calendar year.

13.06 Sick Leave or Special Leave shall be substituted for Vacation Leave or Compensatory Leave where it can be established to the Authority's satisfaction that circumstances justify the substitution.

ARTICLE 14

SPECIAL LEAVE

14.01 Special Leave shall accumulate at the rate of six-twelfths (6/12) of one (1) day for each completed month of service to a maximum of twenty-five (25) days.

A completed month shall be any calendar month in which an employee received a minimum of ten (10) days' pay or was on compensable leave for at least ten (10) days.

14.02 Marriage Leave

After the completion of one year's continuous employment, an employee who has the credits available and who gives the Authority at least five (5) days' notice, shall be granted special leave with pay to the extent of his credits, but not more than five (5) days, for the purpose of getting married.

14.03 Bereavement Leave

For the purpose of this clause and clause 14.05, immediate family is defined as father, mother, foster parents, brother, sister, spouse (including common-law spouse resident with the employee), child and **grandchild** (including child of common-law spouse), stepchild or ward of the employee, father-in-law, mother-in-law, and relatives permanently residing in the employee's household or with whom the employee permanently resides.

- (a) Where a member of an employee's immediate family dies, he shall be entitled to special leave with pay for a period of up to four (4) days and not extending beyond the day following the funeral and may, in addition, be granted up to three (3) days special leave for the purpose of travel related to the death.
- (b) In special circumstances and at the request of the employee, special leave may be extended beyond the day following the day of the funeral but the number of days granted must be consecutive and not greater in number than those provided above, and must include the day of the funeral.
- (c) An employee is entitled to special leave with pay up to a maximum of three (3) days and not extending beyond the day following the funeral, in the event of the death of the employee's grandparents, spouse's grandparents, son-in-law, daughter-in-law, brother-in-law and sister-in-law, for a purpose related to the death and may in addition be granted two (2) day special leave for the purpose of travel related to the death.
- (d) If during a period of leave with pay, an employee is bereaved in circumstances under which he would have been eligible for Special Leave under paragraph (a), (b) or (c) of this clause he shall be granted special leave and his leave credits shall be restored to the extent of any concurrent Special Leave granted.
- (e) Special Leave of one-half ($\frac{1}{2}$) day shall be granted to an employee to serve as a pall-bearer.
- (f) An employee may be granted additional Special Leave of one (1) day for the purpose of attending the Spring internment of a member of the employee's family.

14.04 Leave for Birth or Adoption of Child

At the discretion of the Authority, an employee may be granted special leave with pay up to a maximum of two (2) days for needs directly related to the birth or adoption of a child. Such leave shall not be unreasonably withheld.

14.05 Leave for Other Reasons

At the discretion of the Authority, Special Leave with pay may be granted when circumstances not directly attributable to the employee, including illness in the immediate family as defined in Clause 14.03 and absences due

to storms, domestic emergencies, medical/dental appointments or other situations which prevent the employee from reporting for duty. Such leave shall not be unreasonably withheld.

14.06 Leave for Marriage of a Relative

During the navigation season, operational employees shall be granted one (1) day of special leave, plus reasonable travelling time, for the marriage of a son, daughter, brother and sister of the employee, if the marriage falls on a normal working day.

14.07 Advance of Credits

Where an employee has insufficient or no credits to cover the granting of special leave within the meaning of clause 14.03, clause 14.04 and clause 14.05, leave up to a maximum of five (5) days may, at the discretion of the Authority, be granted, subject to the deduction of such advanced leave from any special leave credits subsequently earned.

ARTICLE 15

SICK LEAVE

15.01 Employees covered by this agreement shall earn sick leave at the rate of one and one-quarter (1 1/4) days for each completed month of continuous service.

A complete month of continuous service shall be any calendar month in which an employee received a minimum of ten (10) days pay or was on compensable leave for at least ten (10) days.

15.02 Unused sick leave shall accumulate throughout an employee's employment with the Authority.

15.03 (a) The granting of sick leave may be conditional upon the production of a written declaration from an employee for absences up to a total of nine (9) days in a year except for absences in excess of five (5) continuous days.

(b) Any absence in excess of five (5) continuous days, and all absences in excess of nine (9) days granted conditionally upon the employee's written declaration, require a certificate from a qualified practitioner.

- (c) Any absence supported by a medical certificate is excluded from the total of nine (9) days that are granted conditionally upon the employee's written declaration.
- (d) When the Authority requires a medical certificate from a qualified medical practitioner to substantiate an employee's request for sick leave and the cost is not covered under the hospital plan, the employee shall be reimbursed upon proof of payment.

15.04 Employees covered by this agreement may be granted an advance on sick leave credits to be earned in the future to the extent of one (1) year's sick leave accumulation. No additional sick leave with pay will be granted before advanced credits are covered.

ARTICLE 16

OTHER TYPES OF LEAVE

16.01 Court Leave

Leave of absence with pay shall be given to an employee, other than an employee 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 serve as a witness except as a litigant in an official proceeding.

16.02 Injury on Duty Leave

An employee shall be granted injury on duty leave with pay at the regular rate for such reasonable period as may be determined by a Provincial Workmen's Compensation Board that he is unable to perform his duties.

16.03 Other Leave with Pay

At its discretion, the Authority may grant leave with pay for purposes other than those specified in this agreement, including but not limited to military or civil defence training and emergencies affecting the community or place of work.

16.04 Leave Without Pay

- (a) At its discretion, the Authority may grant leave without pay for any purpose, including enrolment in the Canadian Armed Forces and election to a full-time municipal office.
- (b) At the request of an employee the Authority may grant leave without pay to attend on a full time basis a technical college or University for a period not exceeding the duration of the employee's course of study. The period of leave without pay must be for a minimum of one (1) year.

16.05 LEAVE FOR EMPLOYEES WITH CHILD CARE RESPONSIBILITIES

Leave for child care responsibilities is without pay and consists of Maternity Leave and Child Care Leave. An employee who has acquired six months of continuous service is entitled to and shall be granted such leave as outlined below.

(a) Maternity Leave

The maximum total allowable pre-natal and post-natal Maternity Leave is seventeen weeks. Leave of absence without pay may not commence earlier than eleven weeks prior to the estimated date of the birth and end no later than seventeen weeks following the actual day of the birth. Leave before the day of birth is not compulsory unless the employee is unable to perform an essential function of her job and there is no appropriate alternative job available.

(b) Newborn Child

An employee who has or will have the actual care and custody of a newborn child is entitled to and shall be granted a leave of absence without pay of up to twenty-four weeks commencing, as the employee elects, as shown:

In the case of a female employee:

- i) On the expiration of Maternity Leave;
- ii) On the day the child is born, or
- iii) On the day the child comes into her actual care.

In the case of a male employee:

- i) On the expiration of any leave of absence taken in respect of the child by a female employee;
- ii) On the expiration of any leave of absence taken in respect of the child by a female employee who is entitled to such leave on account of her pregnancy under the laws of a province;
- iii) On the day the child is born, or
- iv) On the day the child comes into his actual care and custody.

Adoption of a Child

An employee who commences legal proceedings under the law of a province to adopt a child or obtain an order under the laws of a province for the adoption of a child is entitled to and shall be granted a leave of absence without pay of up to twenty-four weeks commencing on the day the child comes into the employee's care.

An employee may take one or more periods of child care leave, provided that the total child care leave shall not exceed twenty-four (24) weeks and ends no later than fifty-two (52) weeks after the child arrives, at the employee's home.

(c) Maximum Leave Entitlement

Natural mothers are therefore entitled to a maximum of forty-one consecutive weeks (seventeen weeks of Maternity Leave plus twenty-four weeks of Child Care Leave).

Fathers are entitled to a maximum twenty-four weeks of Child Care Leave.

The aggregate amount of leave of absence from employment for child care that may be taken by both parents employed in federal jurisdictions in respect of the birth or adoption of any one child shall not exceed twenty-four weeks.

(d) Notification to Employer

The employee who intends to take leave of absence under these provisions shall give at least four weeks' notice in writing and inform the employer of the length of leave intended to be taken, unless there is a valid reason why such notice cannot be given.

A written notice will also be required at least four weeks in advance if the employee intends to change the length of leave to be taken.

Application for leave to undertake child care responsibilities will be submitted and supported by substantiating documentation, in the case of Maternity Leave, by a medical certificate, approved by the authorized officer.

(e) Resumption of Employment

The Authority undertakes to reinstate an employee in the position occupied prior to the leave. If for valid reasons this is not possible, the employee will be reinstated in a comparable position with the same salary and benefits and in the same location as the former position.

(f) Rights to Notice of Employment Opportunities

An employee who takes a leave of absence from employment under these provisions is entitled, upon written request, to be informed in writing of every employment, promotion or training opportunity that arises during the period of leave of absence and for which the employee is qualified.

(g) Rights to Benefits

Pension, health and disability benefits will be continued during the entire period of the leave. If the employee normally contributes financially to such plans while working, the required contributions must be made on return to duty. The following outlines the procedures with respect to this provision:

Insurance Benefits

The employee's insurance coverage will be maintained without additional cost.

An employee who pays the premiums for benefits will be required to pay the regular contributions for the entire period by submitting post-dated cheques to cover the premium for each month of absence or pay the deficiency on return to duty in order to retain the coverage. The employer's contribution towards health and welfare benefits will continue to be paid by the employer,

Superannuation Contributions

Under the terms of the Public Service Superannuation Act, the employee will be required to pay the regular rate of contribution for the entire period of leave without pay.

The deficiency in current contributions and contributions for elected service (if applicable) will be recovered from the employee's salary on return to duty as follows:

- i) In a lump sum within thirty days of the employee's return to duty, or
 - ii) By deduction from salary in equal instalments, commencing on expiration of the leave of absence and extending over a period equal to the absence without pay. The employer's contribution towards pension benefits will continue to be paid by the employer.
- (h) i) Leave granted under these clauses shall be counted for the calculation of "continuous employment" for the purpose of calculating severance pay and vacation leave. Time spent on such leave shall be counted for pay increment purposes.
- ii) During a period of leave under these clauses, the employee will be allowed to use any annual leave credits accumulated prior to the period of child care leave.

ARTICLE 17

SEVERANCE PAY

LAY-OFF

17.01 An employee who has one (1) year or more of continuous employment and who is laid off is entitled to be paid severance pay at the time of lay-off.

- 17.02 In the case of an employee who is laid off for the first time, the amount of severance pay shall be two (2) weeks' pay for the first and one (1) week's pay for each succeeding completed year of continuous employment and, in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by 365, to a maximum of twenty eight (28) weeks' pay,
- 17.03 In the case of an employee who is laid off for a second time, the amount of severance pay shall be one (1) week's pay for each completed year of continuous employment, less any period in respect of which he was granted severance pay, retiring leave or a cash gratuity in lieu thereof by the Authority. In the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by 365. The total amount of severance pay which may be paid under this clause shall not exceed twenty-seven (27) weeks' pay.
- 17.04 In no case shall the total amount of severance pay exceed twenty-eight (28) weeks' pay regardless of the number of times an employee is laid off.

RESIGNATION

- 17.05 After completion of two (2) years of continuous service, each employee covered under this agreement shall be entitled to one (1) week for each year of service including the first two (2) years up to a maximum of twenty-six (26) weeks, less any allowances previously granted. The rate of pay in effect at time of resignation shall apply.

RETIREMENT

- 17.06 On termination of employment, an employee who is entitled to an immediate annuity or annual allowance under the Public Service Superannuation Act shall be paid severance pay equal to the product obtained by multiplying his weekly rate of pay on termination of employment by the number of completed years of his continuous employment or part thereof to a maximum of 28 weeks, less any period in respect of which he was granted severance pay, retiring leave or a cash gratuity in lieu of retiring leave by the Authority.
- 17.07 Where an employee dies while in the service of the Authority, there shall be paid to the estate of the employee, severance pay in an amount equal to that which the employee would have received had he retired on the date of his death.

17.08 An employee who is being separated for any reason other than dismissal may, in lieu of any other entitlement under the preceding paragraphs of this article, opt to be paid a separation gratuity equal to payment of his or her regulated rate of pay for seventy five percent (75%) of the total of his or her accumulated sick and special leave credits, less any severance pay received previously due to a lay-off, if any, and this provision will apply to a deceased employee so that this benefit may be paid to the estate. This provision will not apply to employees hired after July 1, 1994.

ARTICLE 18

APPOINTMENTS, PROMOTIONS AND TRANSFERS

18.01 Where, as determined by the Authority, a vacancy exists in a classification to which this agreement applies, a bulletin giving pertinent details of the position and inviting interested and qualified employees to apply shall be posted on the appropriate bulletin boards for a minimum of five (5) days.

18.02 The Authority, when selecting an employee for appointment, promotion or transfer to a bulletined position, shall be guided by the following factors:

- (a) the ability, knowledge, dependability, training, skill and efficiency of the applicant to perform the duties of the position.
- (b) the seniority of the applicant.

18.03 Where it is determined that two (2) or more applicants for a position possess the necessary qualifications as outlined in sub-section (a) of Clause 18.02, the employee with most seniority shall be selected for appointment.

18.04 The name of a successful candidate shall be bulletined within ten (10) days after the competition has closed, This notice shall be posted in places accessible to all employees and copies made available to the Alliance local.

18.05 (a) An employee who is appointed, promoted or transferred to a position in accordance with clause 18.02 shall be on probation in the new position for a period of up to three (3) months. If during such probationary period the Authority decides that the employee does not possess the necessary capabilities to satisfactorily perform the full duties of the position, the probationary period shall be terminated and the employee reinstated in the position from which he was appointed, promoted or transferred.

- (b) Equally, if during such probationary period, the employee decides that he or she is dissatisfied with the new position, the probationary period shall be terminated and the employee reinstated in the position from which he or she was appointed, promoted or transferred.
- 18.06 Where it is determined by the Authority that there are no qualified employee applicants for a bulletined position, the Authority may then fill the vacancy by any other selection process.
- 18.07 The selection process as stipulated by this Article does not apply when engaging casual staff and the period of employment is for a period of six (6) months or less.
- 18.08 Employees shall be encouraged to learn the duties of other positions and every opportunity shall be afforded them to learn the work of such other positions during their working hours when it will not unduly interfere with the performance of their own duties and at their request, in their own time. Trainees may, on application, be permitted to exchange positions for temporary periods without affecting the rates of the employees concerned.

ARTICLE 19

JOB SECURITY

- 19.01 Positions presently covered by this agreement shall be year round continuous positions, that is, there shall be no seasonal lay-off of any employee.
- 19.02 Subject to the Canada Labour Code, Part I, employees shall receive a minimum of one month's advance notice of lay-off.
- 19.03 During the period of notice, the employee shall be granted reasonable time off with pay to seek other employment and the Authority will make all reasonable effort to place the employee in other positions within the Authority,
- 19.04 Where the services of an employee are no longer required because of lack of work, or discontinuance of a function, the Authority shall lay-off the employee lowest on the seniority list in the classification in which the surplus of staff exists provided that those employees remaining possess the necessary qualifications to satisfactorily perform the work to be done.
- 19.05 An employee scheduled for lay-off may, within ten (10) days of having been so advised, exercise his seniority rights by bumping an employee having less

seniority on the seniority list, provided he possesses the necessary qualifications to satisfactorily perform the work to be done.

19.06 Where an employee has been laid off, he shall be placed on a lay-off list in order of seniority and by classification and his name shall remain thereon for twelve (12) months.

19.07 Where the Authority has a job opening in the classification and level of the laid-off employee, or in a classification and level for which the employee is qualified and willing to accept, the Authority shall, in order of seniority, recall to service such employee in preference to all other persons.

19.08 (a) Both parties recognize the overall advantages of technological change and will therefore, encourage and promote technological change in the Employer's operations. Where technological change is to be implemented, the Employer will seek ways and means of minimizing adverse effects on employees which might result from such changes.

(b) The Employer agrees to provide as much advance notice as is practical but, except in cases of emergency, not less than sixty (60) days written notice to the Alliance of the introduction or implementation of technological change when it will result in significant changes in the employment status or working conditions of the employees.

(c) As soon as reasonably practicable after notice is given under clause 19.08 (b) the Employer shall consult with the Alliance concerning the effects of the technological change referred to in clause 19.08 (b) on each group of employees.

ARTICLE 20

HOURS OF WORK

(A) SHIFT WORKERS

20.01 Hours of work shall be scheduled so that employees, over a period of not more than fifty-six (56) calendar days:

(a) work an average of thirty-seven and one-half (37 1/2) hours and an average of five (5) days per week;

(b) work seven and one-half (7 1/2) hours per day, exclusive of a one-half (1/2) hour meal period;

- (c) obtain an average of two (2) days of rest per week;
 - (d) obtain at least two (2) consecutive days of rest, except when days of rest are separated by a designated paid holiday which is not worked.
- 20.02 (a) The standard shift schedule will be 12 midnight to 8:00 a.m.; 8:00 a.m. to 4:00 p.m.; 4:00 p.m. to 12 midnight.
- (b) Employees on shift during the navigation period shall have a one (1) hour lunch period during the non-navigation period of the year.
- 20.03 It is recognized that the continuous work operation requires employees being on the job for a full eight (8) hour shift. In these operations, the one-half (1/2) hour per day in excess of the seven and one-half (7 1/2) period prescribed in Clause 20.01 shall be subject to the overtime provisions of this agreement.
- 20.04 The Authority will make every reasonable effort:
- (a) not to schedule the commencement of a shift within sixteen (16) hours of the completion of the employee's previous shift,
 - (b) to avoid excessive fluctuation in hours of work.
- 20.05 The Authority shall set up a master shift schedule for a fifty-six (56) day period, posted fifteen (15) days in advance, which will cover the normal requirements of the work area. The preparation of shift schedules shall be a matter of consultation between the Authority and local Alliance representatives.
- 20.06 Provided sufficient advance notice is given and with the approval of the Authority, employees may exchange shifts if there is no increase in cost to the Authority.
- 20.07 An employee who is required to change his scheduled shift without receiving at least five (5) days' notice in advance of the starting time of such change in his scheduled shift, shall be paid for the first shift worked on the revised schedule at the rate of time and one-half (1 1/2). Subsequent shifts worked on the revised schedule shall be paid for at straight time, subject to the overtime provisions of this agreement.

20.08 The Authority shall grant two (2) paid fifteen (15) minute rest periods in each working day where operational requirements permit.

(B) **OTHER EMPLOYEES**

20.09 The scheduled work week for other employees shall be thirty-seven and one-half (37 1/2) hours from Monday to Friday inclusive, and the scheduled work day shall be seven and one-half (7 1/2) consecutive hours, exclusive of a lunch period, between the hours of 8:00 a.m. and 5:00 p.m.

20.10 The scheduled weekly and daily hours of work for office employees may be varied by the Authority, following meaningful consultation with the Alliance, to allow for summer and winter hours, provided the annual total is not changed.

20.11 The Authority shall provide office employees with two (2) paid rest periods of fifteen (15) minutes each working day.

ARTICLE 21

OVERTIME

- 21.01 (a) Subject to operational requirements, the Authority shall make every reasonable effort to avoid excessive overtime and to allocate overtime work on an equitable basis among readily available qualified employees.
- (b) Except in cases of emergency, call-back or mutual agreement with the employee, the Authority shall, wherever possible, give at least four (4) hours' notice of any requirement for overtime work.

21.02 Overtime Compensation

Subject to clause 21.04, an employee who is required to work overtime on his scheduled work day is entitled to compensation at time and one-half (1 1/2) for all hours worked beyond seven and one-half (7 1/2) hours.

21.03 Subject to clause 21.04:

- (a) An employee who is required to work on a first day of rest is entitled to compensation at time and one-half (1 1/2) for the first seven and one-half (7 1/2) hours and double time thereafter;

- (b) An employee who is required to work on a second or subsequent day of rest is entitled to compensation at double time. Second or subsequent day of rest means the second or subsequent day in an unbroken series of consecutive and continuous calendar days of rest.

21.04 An employee is entitled to overtime compensation under clause 21.02 and clause 21.03 for each completed period of fifteen (15) minutes of overtime worked by him:

- (a) when the overtime work is authorized in advance by the Authority or is in accordance with standard operating instructions, and
- (b) when the employee does not control the duration of the overtime work.

21.05 Employees, shall record starting and finishing times of overtime work in a form determined by the Authority.

21.06 Overtime shall be compensated in cash except that upon request of an employee, overtime shall be converted to compensatory leave credits at the rate of double time for all hours worked at time and one-half (1 1/2) rate and double time and one-half (2 1/2) for all hours worked at double time rate. In the event that an employee elects to take his compensatory leave in cash, such overtime will be paid at the rate earned.

The Authority shall grant compensated time off at times convenient to both the employee and the Authority, however, shift workers will endeavour to accumulate compensatory leave in lieu of cash payments for overtime to the extent that a shift worker will accumulate sufficient days of leave including annual, to be on leave during the winter months for a minimum of sixty (60) days.

Compensatory time off with pay or annual leave not taken by the end of the following non-navigation season will be paid in cash. However, at the end of each non-navigation season the employees may exercise their option to carry over earned unused compensatory leave to maximum of fifteen (15) days.

An employee shall apply for his compensatory time off no later than December 31st.

Compensation for overtime shall be paid in the pay period after which it is earned.

However, an employee in distress shall be able to cash at anytime his compensatory credits accumulated.

21.07 An employee who works two (2) hours or more of overtime immediately preceding or following his/her scheduled hours of work, or

An employee on a twelve (12) hour shift who works two (2) hours or more of overtime immediately preceding or following his/her scheduled hours of work shall be reimbursed for one (1) meal as follows:

\$17.00 for duration of the contract

Reasonable time with pay, to be determined by the Authority, shall be allowed the employee in order that he/she may take a meal break at/or adjacent to the workplace.

21.08 For the purpose of avoiding the pyramiding of overtime, there shall be no duplication of overtime payments for the same hours worked.

ARTICLE 22

TRAVEL

22.01 Where an employee is required by the Authority to travel outside of his headquarters area and on Authority business, as these expressions are normally defined by the Authority, and such travel is approved by the Authority, his method of travel shall be determined by the Authority and he shall be compensated in the following manner:

- (a) On a normal working day on which he travels but does not work, the employee shall receive his regular pay for the day.
- (b) On a normal working day on which he travels and works, the employee shall be paid:
 - (i) his regular pay for the day for a combined period of travel and work not exceeding seven and one-half (7 1/2);
 - (ii) at the applicable overtime rate for additional travel time in

excess of a seven and one-half (7 1/2) hour period of work and travel with a maximum payment for such additional travel time not to exceed seven and one-half (7 1/2) hours' pay at the straight-time rate.

- (c) On a day of rest or on a designated paid holiday, the employee shall be paid at the applicable overtime rate for hours travelled to a maximum of seven and one-half (7 1/2) hours' pay at the straight-time rate.

ARTICLE 23

CALL-BACK PAY

23.01 When an employee is called while off duty to work overtime to replace an employee on Sick Leave or Special Leave he shall be paid the greater of:

- a) compensation equivalent to two (2) hours pay at his straight-time rate, or
- (b) compensation at the applicable overtime rate, provided that the period of overtime worked by the employee is not contiguous to his scheduled working hours.

23.02 When an employee is recalled while off duty to work overtime under the conditions described in clause 23.01 and is required to use transportation services, he/she shall be paid each way between his residence and place of work:

- (a) mileage/kilometre allowance at the rate normally paid by the Authority where the employee travels by means of his own automobile,
- or
- (b) out-of-pocket expenses, with receipts for other means of commercial transportation.

23.03 When an employee is recalled while off duty to work overtime under the conditions described in clause 23.01 he shall be reimbursed one (1) meal as provided under clause 21.07.

ARTICLE 24

REPORTING PAY

24.01 When an employee is required to report for work on a day of rest or on a designated paid holiday or on a day of leave approved in writing, he shall be paid the greater of:

- (a) compensation at the applicable overtime rate, or
- (b) compensation equivalent to four (4) hours' pay at the straight-time rate, except that the minimum of four (4) hours' pay shall apply only the first time that an employee reports for work during a period of eight (8) hours, starting with the employee's first reporting.

24.02 If an employee reports for work after being given instructions before the termination of his work shift, or at any earlier time or day, to work overtime on a regular working day for a period which is not contiguous to his scheduled shift, he shall be paid for the time actually worked, or a minimum of four (4) hours' pay at straight time, whichever is the greater.

ARTICLE 25

STANDBY

25.01 Where the Authority requires an employee to be available on standby during off-duty hours, an employee shall be entitled to a standby payment of Ten Dollars (\$10.00) for each eight (8) consecutive hours or portion thereof that he is on standby, except on his days of rest and designated paid holidays. For any period of standby on a day of rest or designated paid holiday he shall be paid a minimum of Twenty Dollars (\$20.00).

25.02 An employee designated by letter or by list for standby duty shall be available during his period of standby at a known telephone number and be available to return for duty as quickly as possible *if* called. In designating employees for standby the Authority will endeavour to provide for the equitable distribution of standby duties.

25.03 No standby payment shall be granted if an employee is unable to report for duty when required.

25.04 An employee on standby who is required to report for work shall be paid, in addition to the standby pay, the greater of:

- (a) the applicable overtime rate for the time worked, or
- (b) the minimum of four (4) hours' pay at the straight-time rate, except that this minimum shall apply only the first time that an employee is required to report for work during a period of standby of eight (8) hours.

25.05 When an employee on standby reports for work under the conditions described in Clause 25.04, he/she shall be paid transportation expenses in accordance with Clause 23.02(a) and (b).

ARTICLE 26

SHIFT PREMIUM

26.01 In consideration of not paying shift premium, dispatchers will have \$1,500.00 added to their salary levels as contained in Appendix A.

ARTICLE 27

CLASSIFICATION AND PAY

27.01 Employees covered by this agreement shall be assigned to positions in accordance with the classification titles as set out in Appendix "A". Positions whose duties and responsibilities are substantially changed may be reviewed by the Authority or at the request of the employee. Any disagreement arising from the review may be grieved in accordance with Article 7.

27.02 Rates of pay for other classifications created during the term of this agreement shall be established by mutual agreement between the Authority and the Alliance.

27.03 Where an employee is required to perform for a temporary period of five (5) days or more the duties of a higher position than the one held by him, he shall be paid acting pay during that temporary period calculated as if he had been appointed to the higher position.

27.04 Employees shall be paid every second Thursday. If a pay day should coincide with a designated paid holiday, the employee shall be paid on the preceding working day.

27.05 Subject to the satisfactory performance of duties, increments shall be granted annually on the pay period immediately following the anniversary date of an employee's assignment.

27.06 When an employee is promoted from one position to another, he shall be paid in the new scale of rates at a rate which provides him with at least the equivalent of an annual increment in his new scale of rates.

27.07 The Authority will provide each employee with a statement indicating gross salary and credits, overtime pay, itemized deductions and net pay on every pay day.

27.08 Casual Employees

- (a) Casual employees could be hired at any time needed for the efficiency in the Authority's operation to replace an employee on annual leave, on maternity or adoption leave, on a long term sick leave or on a long term bereavement leave.
- (b) For the purpose of this clause, a long term leave is defined as any leave of more than five working days.
- (c) A casual employee shall be entitled to the benefits provided under this agreement and shall be contributed in the same proportion as his weekly hours of work compared with the normal scheduled weekly hours of work of full-time employees. (Excluding Superannuation Plan and Health and Welfare Plan.)

27.09 Part-time Employees

- (a) Part-time employee means a person employed on a continuous basis whose normal hours of work are less than those established in Article 20 (hours of work) but not less than eight (8) hours per week.
- (b) Part-time employees shall be entitled to the benefits and provisions provided for under this agreement and shall be contributed in the same proportion as his weekly hours of work compared with the normal scheduled weekly hours of work of full-time employee unless otherwise specified in this agreement.

ARTICLE 28

SAFETY AND HEALTH

28.01 The Authority shall continue to make all reasonable provisions for the occupational safety and health of employees.

Both parties of this agreement shall observe the provisions stipulated under the Canada labour Code, Part II (21 Elizabeth II, Chapter 18).

28.02 Notwithstanding the preceding, a health and safety meeting will be held at least once a year in Cornwall and in Port Weller with ten (10) days prior notice.

28.03 The employees reserve the right to call for a health and safety meeting with reasonable prior notice in the eventuality of an accident or major problems arising at the work place.

28.04 At each such meeting, the maximum of representatives of both parties will be two (2) persons.

Regular Health and Safety meetings should be held in such manner that the Authority shall not have to reimburse any expenses to assist at the meeting.

In case of an emergency, if so authorized by the Authority, all expenses incurred to investigate shall be reimbursed by the Authority following provisions under clause 22.01; and, all hours dedicated to participate at such investigation will be calculated as hours worked.

ARTICLE 29

SUPERANNUATION

29.01 The Authority agrees that insofar as Part I of the Public Service Superannuation Act will permit, all employees shall be covered by the provisions of the Act.

ARTICLE 30

HEALTH AND WELFARE

30.01 Health and Welfare

The Authority shall pay the full cost of premiums for the following plans, which are administered by the Treasury Board of Canada:

- (a) Public Service Health Care Plan
- (**b**) Dental **Plan**
- (c) Disability Insurance Plan

30.02 The authority shall pay for 100% of the Provincial Health Care Plan (Employer Health Tax).

30.03 The Authority will maintain life insurance for each employee 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 \$7,000.00 life insurance benefit upon the death of a dependant. The benefits of such life insurance shall be payable to an employee's beneficiaries and the Authority will pay 100% of the premium throughout the term of the Collective Agreement.

ARTICLE 31

EMPLOYEE PERFORMANCE REVIEW AND EMPLOYEE FILES

31.01 When a formal review of an employee's performance is made, the employee shall be given an opportunity to sign the review form in question to indicate that its contents have been read and explained.

31.02 The Authority agrees not to introduce as evidence in a hearing relating to disciplinary action any document from the file of an employee, the existence of which the employee was not aware at the time of filing or within a reasonable period thereafter.

31.03 An employee shall have the right to peruse his personal file once a year in the presence of an Authority Officer.

31.04 When an employee is required to attend a meeting as a result of a complaint regarding the performance of his duties, he shall be entitled to union representation.

ARTICLE 32

SUSPENSION

32.01 When an employee is suspended from duty, the Authority undertakes to notify the employee in writing of the reason for such suspension.

32.02 The Authority shall notify the local representative of the Alliance that such suspension has occurred,

ARTICLE 33

DEVELOPMENT AND TRAINING OF EMPLOYEES

33.01 The Authority is prepared to consider reimbursement for tuition fees as a means of enhancing the efficiency of the Authority by increasing the skills, performance and knowledge of employees, and thus improve effectiveness, on the following basis;

The Authority may reimburse employees for tuition fees, travelling and lodging expenses where the Authority has requested the employee to take the course under the following circumstances.

- A) (i) Courses which are classed as management and administration improvement courses and which are basically designed to enhance administrative skills, leadership skills, management techniques, personnel management and development.
- (ii) Courses of evening study at a technical college or university on a specialized course in a specified subject.
- B) Employees, who, on their own initiative request and receive approval from the President of the Authority to pursue a course of evening study or a correspondence course in a subject related to their work, may receive reimbursement of tuition fees only as follows:
 - (i) Half the cost of each year's tuition fee upon production of evidence of successful completion of the year's course;

and/or

- (ii) Upon successful completion of a complete course, full reimbursement of the total tuition fee.

In respect to Sections (A) and (B), indicated above, it must be clearly understood that courses of study which are being considered for payment or reimbursement by the Authority must satisfy the following conditions:

- (i) The course will increase the level of the qualifications of employees for the work in which they are now engaged.
- (ii) The course is considered mutually beneficial to the Authority and the employee.
- (iii) The course is definitely related to the function of the employee.

Employees who obtain reimbursement of tuition fees are expected to remain at least twelve months in the employ of the Authority. Employees who resign prior to the expiration of the twelve-month period will be required to reimburse the Authority for the balance of such fees on a pro rata basis.

ARTICLE 34

AGREEMENT RE-OPENER

This agreement may be amended by mutual consent.

ARTICLE 35

COLA

- 35.01** *If* CPI index (1991 = 100) as published by Statistics Canada for the month of June 2001 exceeds by more than 3.3% the CPI for the month of June 2000, the annual rate of pay in effect July 1, 2001 shall be increased by the amount of growth of the CPI over 3.3%.
If CPI index (1991 = 100) as published by Statistics Canada for the month of June 2002 exceeds by more than 3% the CPI for the month of June 2001, the annual rate of pay in effect July 1, 2002 shall be increased by the amount of growth of the CPI over 3%.

ARTICLE 36

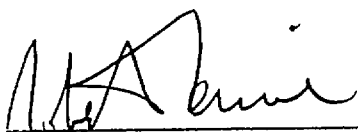
DURATION OF AGREEMENT

The term of this agreement shall be for three (3) years, commencing July 1, 2000 expiring June 30, 2003.

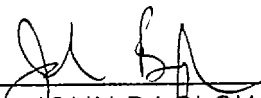
In witness hereof, the following have signed on the 11th day of October 2001.

GREAT LAKES PILOTAGE
AUTHORITY

PUBLIC SERVICE ALLIANCE
OF CANADA



R.F. LEMIRE
CHIEF EXECUTIVE OFFICER



JOHN BAGLOW
REGIONAL EXECUTIVE
VICE-PRESIDENT - NCR



R. MÉNARD
SECRETARY/TREASURER



R. TAYLOR
STAFF OFFICER/
CHAIRPERSON



H. WADE
DIRECTOR OF OPERATIONS



R. PLAMONDON
NEGOTIATING TEAM MEMBER



D.R. TROTTIER
ASSISTANT TO THE
DIRECTOR OF OPERATIONS

APPENDIX A

RATES OF PAY EFFECTIVE JULY 1, 2000
37 1/2 HOUR WEEK - 1950 HOURS PER ANNUM

JOB CLASS	POINTS	YEAR	<u>ANNUAL</u>		<u>EQUIVALENT</u>
			<u>STEP 1</u>	<u>STEP 2</u>	<u>HOURLY RATE</u>
			\$	\$	\$
17	371-395	A	44,680	45,975	23.58
		2000	46,154	47,492	24.35
		2001	47,539	48,917	25.09
		2002	48,728	50,140	25.71
16	346-370	A	43,241	44,493	22.82
		2000	44,668	45,961	23.57
		2001	46,008	47,340	24.28
		2002	47,158	48,524	24.88
15	321-345	A	41,879	43,090	22.10
		2000	43,261	44,512	22.83
		2001	44,559	45,847	23.51
		2002	45,672	46,994	24.10
14	296-320	A	40,480	41,649	21.36
		2000	41,816	43,023	22.06
		2001	43,070	44,314	22.73
		2002	44,147	45,422	23.29
13	256-275 Dispatchers only (ref art. 26.01)	A	40,545	41,671	21.37
		2000	41,883	43,046	22.07
		2001	43,139	44,338	22.73
		2002	44,218	45,446	23.31
13	276-295	A	39,045	40,171	20.60
		2000	40,333	41,497	21.28
		2001	41,543	42,742	21.92
		2002	42,582	43,810	22.47

Great Lakes Pilotage Authority

JOB CLASS	POINTS	YEAR	STEP 1	STEP 2	EQUIVALENT HOURLY RATE
			ANNUAL		
			\$	\$	\$
12	256-275	A	37,875	38,966	19.98
		2000	39,125	40,252	20.64
		2001	40,299	41,459	21.26
		2002	41,306	42,496	21.79
11	236-255	A	36,696	37,752	19.36
		2000	37,907	38,998	20.00
		2001	39,044	40,168	20.60
		2002	40,020	41,172	21.11
10	216-235	A	35,527	36,548	18.74
		2000	36,699	37,754	19.36
		2001	37,800	38,887	19.94
		2002	38,745	39,859	20.44
09	201-215	A	34,317	35,302	18.10
		2000	35,449	36,467	18.70
		2001	36,513	37,561	19.26
		2002	37,426	38,500	19.74
08	186-200	A	33,337	34,292	17.59
		2000	34,437	35,424	18.17
		2001	35,470	36,486	18.71
		2002	36,357	37,399	19.18
07	171-185	A	32,352	33,278	17.07
		2000	33,420	34,376	17.63
		2001	34,422	35,407	18.16
		2002	35,283	36,293	18.61
06	156-170	A	31,443	32,341	16.59
		2000	32,481	33,408	17.13
		2001	33,455	34,410	17.65
		2002	34,291	35,271	18.09
05	141-155	A	30,575	31,447	16.13
		2000	31,584	32,485	16.66

Great Lakes Pilotage Authority

JOB CLASS	POINTS	YEAR	STEP 1	STEP 2	EQUIVALENT HOURLY RATE
			ANNUAL		
			\$	\$	
		2001	32,531	33,459	17.16
		2002	33,345	34,296	17.59
04	126-140	A	29,756	30,604	15.69
		2000	30,738	31,614	16.21
		2001	31,660	32,562	16.70
		2002	32,452	33,376	17.12
03	111-125	A	28,758	29,576	15.17
		2000	29,707	30,552	15.67
		2001	30,598	31,469	16.14
		2002	31,363	32,255	16.54
02	96-110	A	27,816	28,605	14.67
		2000	28,734	29,549	15.15
		2001	29,596	30,435	15.61
		2002	30,336	31,196	16.00
01	up to 95	A	27,018	27,784	14.25
		2000	27,910	28,701	14.72
		2001	28,747	29,562	15.16
		2002	29,466	30,301	15.54

NOTE: The step 2 rate will apply when the employee has been at a given level for six (6) months.

A training premium of .624 per hour will be paid for the employees who does the training.

On October 1, 1998, the dispatchers positions will be increased to 284 points and be classified as a class 13.

If the authority calls back a retired employee to perform the duties of a dispatcher, the dispatcher shall be paid at Step 2 of the dispatcher job class.

In consideration of the changes in the financing of the Health and Welfare benefits in Article 30 and the elimination of Article 13.05, the Authority shall increase all job classes by \$1,500- (A) on July 1, 2000. The % salary adjustment will then be applied.

Appendix A rates of pay to be adjusted as follows:

July 1, 2000	3.3%
July 1, 2001	3%
July 1, 2002	2.5%

APPENDIX B

LETTER OF INTENT

Letter of Intent between the Great Lakes Pilotage Authority and the Public Service Alliance of Canada concerning the operation of a twelve (12) hour schedule for dispatchers working at Cornwall and St. Catherine's.

1. Conditions of Agreement

- (a) A minimum of twenty-eight (28) day period or additional periods as deemed necessary.
- (b) Pilotage service and general performance of dispatchers must not deteriorate due to the twelve (12) hour system.

2. Work Schedule

- (a) As indicated on the work schedule, a period comprises of a four (4) week, twenty-eight (28) day cycle distributed as follows:

60-24-60 and 24 hours for a total of 168 hours with an average of 42 hours per week for each dispatcher.

A dispatcher must be relieved after twelve (12) hours on duty, i.e. working of "double shifts" will not be allowed.

- (b) The work week being 37 1/2 hours concludes that during a 168 hour cycle, the hours shall be paid as follows:
 - (i) 150 hours at straight time.
 - (ii) 17.5 hours at time and a half.
 - (iii) .5 hour at double time.
- (c) The eight (8) hours of overtime presently paid at time and a half for 7.5 hours and at double time for 0.5 hour will be worked from 0001 to 0800 every Saturday morning.

3. Overtime

- (a) It is to be understood that a minimum of overtime is to be paid in order that the system provides and maintains an harmonious relationship between the Authority and the employees.

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3. Overtime

- (a) It is to be understood that a minimum of overtime is to be paid in order that the system provides and maintains an harmonious relationship between the Authority and the employees.

- (b) Should overtime be necessary all hours worked shall be paid at time and a half (1 1/2) except for the hours worked between 20:00 Saturday and 20:00 Sunday which shall be paid at double time.

4. Shift Premium

As per collective agreement.

5. Weekend Premium

As per collective agreement,

6. Statutory Holiday

An employee who works on a holiday will receive pay or compensatory leave that he is entitled to as provisions under clause 13.00 for eight (8) hours, The extra four (4) hours worked will be paid or compensated at straight time.

7. Annual Leave, Special Leave and Sick Leave Credits

Any Annual Leave, Special Leave and Sick Leave credits accumulated will be deducted one day and a half (1 1/2) every time an employee will use such leave credits except for Bereavement Leave where only one day will be deducted for each day granted in accordance with 14.03.

Any such leave shall be taken as calendar days.

8. As long as this agreement will stay in force, it will be part of this collective agreement. In case of conflict in the interpretation or in the application between the present letter of intent and the collective agreement, the letter of intent will have priority.

Dispatchers can exchange shifts or portions thereof amongst themselves at no cost to the Authority.

All employees shall advise the employer in writing of their vacation request before May 31st.

Protocol:

When the incumbent of this position is twinned with a Dispatcher, the Dispatcher will have the final determination in all matters related to the work conducted, such as but not limited to overall traffic flow, availability of pilots, reports, etc.. It is also understood that the incumbent of this position is under the supervision and wherever applicable, the training, of the Dispatcher.

Wherever possible in such twinning situations the workload will be divided equitably among the two positions, by the Dispatcher in such twinning situation.

On the day following 1 year from the hiring date until expiry of Collective Agreement; the Relief Dispatcher will be paid at 100 % of Step 2 of Dispatcher salary.

Scheduling:

The Relief Dispatcher will be scheduled for a minimum of 824 hours on the following basis:

For the Months of May and June at minimum total of 160 hours.

For the months of July, August and September at a minimum total of 384 hours.

For the months of October, November and December a minimum of 14 weeks at 20 hours per week.

Layoff:

It is understood that this person will be laid off on a seasonal basis at the end of the navigation season and recalled following the opening of navigation season in the next year but no later than May 1.

Other Pay and Benefits:

For all hours above the minimum the incumbent of this position will receive pay at the appropriate level contained in the Collective Agreement.

All benefits will be paid in accordance with the Collective Agreement.