

AGREEMENT

between

GREAT LAKES PILOTAGE AUTHORITY

and

THE PUBLIC SERVICE ALLIANCE OF CANADA

For the Period of

July 1, 2011 to June 30, 2016

03246 (12)

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AGREEMENT

Between

GREAT LAKES PILOTAGE AUTHORITY

and

THE PUBLIC SERVICE ALLIANCE OF CANADA

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
 - ii) a change in the employer's operation directly related to the introduction of that equipment or material.
 - (v) "the navigation season" shall mean in any given year that period of time between the arrival of the first vessel requiring pilotage services under the *Pilotage Act* at St. Lambert Lock until the time the pilot disembarks the
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last downbound vessel requiring pilotage services under the *Pilotage Act* at St. Lambert Lock.

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 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, upon notification, necessary 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.
- (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 day of negotiations or preparations is held on a day of rest for any of the two (2) employees described in (a), these days or hours will be compensated in leave at time and half (1 ½) during the non-navigation season.
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- 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.
- 4.03 Such functions and prerogatives of management shall be exercised in a fair and reasonable manner.

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 (a) 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:

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.

STEP 2

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.

- (b) The Alliance shall have the right to consult with the Employer with respect to a grievance at each level of the grievance procedure.

7.02 **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 eighteen (18) months. If recalled to service in a classification covered by this agreement within eighteen (18) 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 within ninety (90) days from the receipt of the printer.
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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
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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) Family Day
 - (c) Good Friday
 - (d) Easter Monday
 - (e) the day fixed by proclamation of the Governor in Council for celebration of the Sovereign's birthday
 - (f) Canada Day
 - (g) the first Monday in August (Civic Day)
 - (h) Labour Day
 - (i) the day fixed by proclamation of the Governor in Council as a general day of Thanksgiving
 - (j) Remembrance Day
 - (k) Christmas Day
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- (l) Boxing Day, and
- (m) 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 statutory 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 eight (8) hours.
- (b) compensatory leave at double time and one-half (2 1/2) for eight (8) hours.

The extra four (4) hours worked will be paid or compensated at straight time.

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 - 8th year	1-1/4 days per month
9th year - 15th year	1-2/3 days per month
16th year - 25th year	2-1/12 days per month
26th year and upwards	2-1/2 days per month

13.02 When an employee retires through choice or due to disability, or upon death, he 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) Each dispatcher is required to take his full allotment of annual leave during the Navigation season. The employee shall submit to the Authority in writing his vacation leave no sooner than April 30th and no later than May 15th. Should there be a conflict on selected dates between employees, seniority will prevail. The resubmission of Annual Leave shall be no later than May 31st. Vacation leave can be disallowed if the relief dispatcher is not available to cover the absence due to previously scheduled work commitment.

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

For purposes of this Article, seniority for full-time dispatchers shall be calculated from the original date of hire by the Authority.

- (c) 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 one half (1/2) 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, except in the case of the death of a member's spouse, parent or child, in which case the member shall be granted five (5) days and not exceeding beyond two days following the funeral; they 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 (1) 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 interment 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 three (3) days of special leave, plus reasonable travelling time, for the marriage of a son, daughter, and two (2) days for a parent, 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, clause 14.05 and clause 14.06, 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.

14.08 Personal Leave

Full time dispatchers will be granted two (2) days of personal leave per year only if the relief dispatcher is available and if there is no extra cost to the Authority. Full time office employees will be granted three (3) days of personal leave per year. For personal leave days to be granted, an advance notice of 48 hours must be given to the Authority. If personal days are not taken during the year, they are not payable to the employee. For the purpose of this Article only, the year is defined as July 1st to June 30th. Effective July 1, 2013, the number of personal days granted will be increased from two (2) to three (3) for full time dispatchers and from three (3) to four (4) for full time office employees.

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.

15.05 Shift Workers

Any Annual Leave, Special Leave and Sick Leave credits accumulated will be deducted one and one-half (1 ½) day every time an employee will use such leave credits, except for Bereavement Leave where only one (1) day will be deducted for each day granted in accordance with Article 14.03.

Any such leave shall be taken as calendar days.

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 Maternity and Parental Leave Without Pay

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

- (a) An employee who becomes pregnant shall, upon request, be granted maternity leave without pay for a period beginning before, on or after the termination date of pregnancy and ending no later than seventeen (17) weeks after the termination date of pregnancy.
- (b) Where an employee has or will have actual care and custody of a newborn child, (including the new-born child of a common-law spouse) commences legal proceedings to adopt a child or obtains an order under the laws of a province for the adoption of a child, the employee shall be granted parental leave without pay upon request for a single period of up to thirty seven (37) consecutive weeks in the fifty two (52) week period commencing on the day on which the child comes into the employee's care.
- (c) Notwithstanding paragraphs (a) and (b):
 - (i) where the employee's child is hospitalized and the employee has not yet proceeded on maternity or parental leave without pay, or
 - (ii) where the employee has proceeded on maternity and/or parental leave without pay and then returns to work for all or part of the period during which his or her child is hospitalized, the period of maternity and/or parental leave without pay specified in the original leave request may be extended by a period equal to the child's hospitalization during which the employee was not on maternity and/or parental leave without pay (to a maximum of seventeen (17) weeks for maternity leave). However the extension shall end not later than one hundred and four (104) weeks after the termination date of pregnancy or the day the child comes into the employee's care.

- (d) The Authority may require an employee to submit a medical certificate certifying pregnancy, or submit a birth certificate or proof of adoption.
- (e) An employee shall inform the Authority in writing of his/her plans for taking maternity and/or parental leave without pay to cover the absence from work at least four (4) weeks in advance of the initial date of continuous leave of absence, unless there is a valid reason why the notice cannot be given.
- (f) Leave granted under this clause shall count for the calculation of "continuous employment" for the purpose of calculating severance pay and "service" for the purpose of calculating vacation leave. Time spent on such leave shall count for pay increment purposes.
- (g) Parental leave without pay taken by a couple employed by the Authority shall not exceed a combined total of thirty seven (37) weeks.
- (h) An employee who has not commenced maternity leave without pay may elect to:
 - (i) use earned vacation and compensatory leave credits up to and beyond the date that her pregnancy terminates;
 - (ii) use her sick leave credits up to and beyond the date that her pregnancy terminates, subject to the provisions set out in Article 15 Sick Leave With Pay. For purposes of this subparagraph, the terms "illness" or "injury" used in Article 15, Sick Leave With Pay, shall include medical disability related to pregnancy.
- (i) The Authority may:
 - (i) defer the commencement of parental leave without pay at the request of the employee;
 - (ii) grant the employee parental leave without pay with less than four (4) weeks' notice.
- (j) 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.

(k) 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.

(l) 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 installments, 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.

ARTICLE 17

SEVERANCE PAY

Effective on (date of signing), articles 17.05 and 17.06 are deleted from the collective agreement.

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 reasons in paragraphs 17.02 (1st Lay-Off), 17.03 (2nd Lay-Off) and 17.07 (Death) 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 regular 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.
- 17.09 Severance benefits payable to an employee under the provision in 17.10 shall be reduced by any period of continuous employment in respect of which the employee was already granted any type of termination benefit. Under no circumstances shall the maximum severance pay provided under 17.05, 17.06 and 17.10 be pyramided.
- 17.10 Severance Termination

Subject to 17.09, an employee on (date of signing) shall be entitled to a severance payment equal to the amount of two (2) weeks' pay for the first year of continuous employment and one (1) weeks' pay for each additional complete year of continuous employment and, in the case of partial year of continuous employment, one (1) weeks' pay multiplied by the number of days of continuous employment divided by 365, to a maximum of twenty-eight (28) weeks' of pay or an amount equal to payment of his or her regular rate of pay for seventy-five (75) percent of the total of his or her accumulated sick and special leave credits. The years of service and/or the sick or special leave days used to determine the severance payment will be accumulated up to (date of signing). For greater certainty, the accumulated sick and special leave credits used for calculation of severance pay-out is not reduced and an employee will continue to accumulate sick and special leave credits.

Terms of Payment

17.11 Options

The amount to which an employee is entitled shall be paid, at the employee's discretion, either:

- a) As a single payment at the rate of pay of the employee's position as of (date of signing);
 - b) As a single payment at the time of the employee' termination of employment from the Authority, based on the rate of pay of the employee's position at the date of termination of employment;
- or
- c) As a combination of a) and b), pursuant to 17.12 c).

17.12 Selection of Option

- a) The Authority will advise the employee of his or her years of continuous employment and of his or her accumulated sick and special leave credits no later than one (1) month following signing of the collective agreement.
- b) The employee shall advise the Authority of the term of payment option selected within three (3) months following signing of the collective agreement.
- c) An employee who opts for the option described in 17.11 c) must specify the number of complete weeks or the number of accumulated sick and special leave credits to be paid out pursuant to 17.11 a) and the remainder to be paid out pursuant to 17.11 b).
- d) An employee who does not make a selection under 17.11 will be deemed to have chosen option 17.11 b).

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 eighteen (18) 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 The standard shift schedule will be 12 hours. The day shift is designated as 07:00 hours to 19:00 hours and the night shift is designated as 19:00 hours to 07:00 hours.
- 20.02 (a) The work schedule is based on a 4 week, 28 days cycle and 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 12 hours on duty, ie. Working of "double shifts" will not be allowed.

- (b) It is recognized that the continuous work operation requires employees being on the job for a full 12 hour shift. In these operations, the hours in excess of the 37 ½ regular work week shall be subject to the overtime provisions of this Agreement.
- (c) The work week being 37 ½ hours concludes that during a 168 hour cycle, the hours shall be paid as follows:
 - (i) 150 hours at straight time
 - (ii) 18 hours at time and a half
- (d) The 18 hours of overtime will be recorded on the overtime monthly report as 1.3 hours for every day of the regular work schedule that the dispatcher has worked.

20.03 Prior to the end of the navigation season, the Authority shall set up and make available an official work schedule for the next navigational season. The preparation of the shift schedules shall be a matter of consultation between the Authority and the local Alliance representatives.

20.04 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.

20.05 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 schedule, shall be paid for the first shift worked on the revised schedule at the rate of time and one-half (1 ½). Subsequent shifts worked on the revised schedule shall be paid for at straight time, subject to the overtime provisions of this Agreement.

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

(B) OTHER EMPLOYEES

- 20.07 The scheduled work week for other employees shall be thirty-seven and one-half (37 ½) hours from Monday to Friday inclusive, and the scheduled work day shall be seven and one-half (7 ½) consecutive hours, exclusive of a lunch period, between the hours of 8:00 a.m. and 5:00 p.m.
- 20.08 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.
- 20.09 The Authority shall provide office employees with two (2) paid rest periods of fifteen (15) minutes each working day.
- 20.10 Eastern dispatchers shall be called to work 12 hours prior to the start of the navigation season.
- Western dispatchers shall be called to work no later than 12 hours after the start of the navigation season.

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.
- (c) The procedure to be applied in allocating overtime work will be as follows:
- 1) 1st day - available to the most rested dispatcher on his days of rest
 - 2) 2nd day – available to the other dispatcher on his days of rest as he now is the most rested dispatcher.

21.02 Overtime Compensation

(a) Shift Workers

An employee who works overtime on his scheduled day of rest shall be paid at time and one-half (1 ½), except for hours worked between 19:00 hours Friday and 07:00 hours Monday, which will be paid at double time.

(b) Other Employees

Subject to Article 21.03, an employee who is required to work overtime on his or her scheduled work day is entitled to compensation at time and one-half (1 ½) for all hours worked beyond seven and one-half (7 ½) hours and any hours worked on the first day of rest and at double time (2) for any hours worked on the second or subsequent days of rest.

21.03 An employee is entitled to overtime compensation under clause 21.02 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.

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

21.05 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 ½) rate and double time and one-half (2 ½) 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 to be on leave during the non-navigation season days or for a minimum of sixty (60) days. The Authority agrees to advance leave to cover a period required by an employee to bridge between hours banked and hours needed between navigation seasons. The employee will repay the advanced leave out of future earned leave in the next

navigation season. Unused compensatory leave shall be paid no later than the first pay period in May.

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 as soon as possible after the end of the navigation season.

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.

21.06 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:

\$18.50 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.

21.07 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 a full time 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 four (4) 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 a full time 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 a full time 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 21.06.

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, an amount of \$1,500.00 was added to the dispatcher salary levels in place as of June 30, 2000 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

HEALTH AND SAFETY

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 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 CEO 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 the average consumer price index (2002 = 100) for the last 12 months for Canada as published by Statistics Canada (hereafter CPI) for the month of June 2013 exceeds by more than 3%, the rate of pay in effect July 1, 2013 shall be increased by the amount of growth of the CPI over 3%. If the average consumer price index (2002 = 100) for the last 12 months for Canada as published by Statistics Canada (hereafter CPI) for the month of June 2014 exceeds by more than 3%, the rate of pay in effect July 1, 2014 shall be increased by the amount of growth of the CPI over 3%. If the average consumer price index (2002= 100) for the last 12 months for Canada as published by Statistics Canada (hereafter CPI) for the month of June 2015 exceeds by more than 3%, the rate of pay in effect July 1, 2015 shall be increased by the amount of growth of the CPI over 3%.

ARTICLE 36

SOCIAL JUSTICE FUND

36.01 The Employer shall contribute twenty dollars (\$20) per employee per annum to the PSAC Social Justice Fund. Contributions to the Fund will be made annually, in the middle of the month immediately following completion of each fiscal year, and such contributions remitted to the PSAC National Office. Contributions to the Fund are to be utilized strictly for the purposes specified in the Letters of Patent of the PSAC Social Justice Fund.

ARTICLE 37

DURATION OF AGREEMENT


The term of this Agreement shall be for five (5) years, commencing July 1, 2011, and expiring June 30, 2016.

In witness hereof, the following have signed on the 2 day of August, 2013.

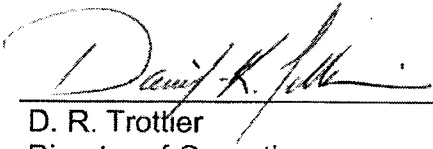
**GREAT LAKES PILOTAGE
AUTHORITY**



R.F. Lemire
Chief Executive Officer



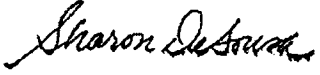
R. Ménard
Secretary/Treasurer



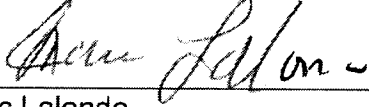
D. R. Trotter
Director of Operations

R. Quenneville
Operations Manager


**PUBLIC SERVICE ALLIANCE
OF CANADA**




Sharon DeSousa
Regional Executive Vice-President -
Ontario




Marc Lalonde
Negotiating Team Member



Raymond Dupuis
Negotiating Team Member



Julie Chiasson
Research Officer



David Sauve
Negotiator

APPENDIX A

RATES OF PAY EFFECTIVE JULY 1, 2011
37 1/2 HOUR WEEK - 1950 HOURS PER ANNUM

JOB CLASS	POINTS	YEAR	STEP 1	STEP 2	EQUIVALENT HOURLY RATE
17	371-395	A	59,950	61,687	31.63
		2011	61,749	63,538	32.58
		2012	62,675	64,491	33.07
		2013	64,242	66,103	33.90
		2014	66,008	67,921	34.83
		2015	67,823	69,789	35.79
16	346-370	A	58,018	59,699	30.61
		2011	59,759	61,490	31.53
		2012	60,655	62,412	32.01
		2013	62,171	63,973	32.81
		2014	63,881	65,732	33.71
		2015	65,638	67,540	34.64
15	321-345	A	56,190	57,816	29.65
		2011	57,876	59,550	30.54
		2012	58,744	60,444	31.00
		2013	60,212	61,955	31.77
		2014	61,868	63,659	32.65
		2015	63,570	65,409	33.54
14	296-320	A	54,314	55,883	28.66
		2011	55,943	57,559	29.52
		2012	56,783	58,423	29.96
		2013	58,202	59,883	30.71
		2014	59,803	61,530	31.55
		2015	61,447	63,222	32.42

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13	276-295	A	54,972	56,483	28.97
Dispatcher		2011	56,621	58,177	29.83
		2012	57,470	59,050	30.28
		2013	58,907	60,526	31.04
		2014	60,527	62,191	31.89
		2015	62,192	63,901	32.77
13	276-295	A	52,388	53,900	27.64
		2011	53,960	55,517	28.47
		2012	54,769	56,350	28.90
		2013	56,138	57,758	29.62
		2014	57,682	59,347	30.43
		2015	59,268	60,979	31.27
12	256-275	A	50,818	52,283	26.81
		2011	52,343	53,851	27.62
		2012	53,128	54,659	28.03
		2013	54,456	56,026	28.73
		2014	55,953	57,566	29.52
		2015	57,492	59,150	30.33
11	236-255	A	49,236	50,654	25.98
		2011	50,713	52,174	26.76
		2012	51,474	52,956	27.16
		2013	52,761	54,280	27.84
		2014	54,212	55,773	28.60
		2015	55,702	57,307	29.39
10	216-235	A	47,953	49,324	25.29
		2011	49,392	50,804	26.05
		2012	50,132	51,566	26.44
		2013	51,386	52,855	27.11
		2014	52,799	54,308	27.85
		2015	54,251	55,802	28.62

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9	201-215	A	46,045	47,367	24.29
		2011	47,426	48,788	25.02
		2012	48,138	49,520	25.39
		2013	49,341	50,758	26.03
		2014	50,698	52,154	26.75
		2015	52,092	53,588	27.48
8	186-200	A	44,730	46,012	23.60
		2011	46,072	47,392	24.30
		2012	46,763	48,103	24.67
		2013	47,932	49,306	25.29
		2014	49,250	50,662	25.98
		2015	50,605	52,055	26.69
7	171-185	A	43,694	44,937	23.04
		2011	45,005	46,285	23.74
		2012	45,680	46,979	24.09
		2013	46,822	48,154	24.69
		2014	48,109	49,478	25.37
		2015	49,433	50,839	26.07
6	156-170	A	42,188	43,393	22.25
		2011	43,454	44,695	22.92
		2012	44,105	45,365	23.26
		2013	45,208	46,499	23.85
		2014	46,451	47,778	24.50
		2015	47,729	49,092	25.18
5	141-155	A	41,024	42,194	21.64
		2011	42,255	43,460	22.29
		2012	42,889	44,112	22.62
		2013	43,961	45,215	23.19
		2014	45,170	46,458	23.82
		2015	46,412	47,736	24.48

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4	126-140	A	39,926	41,063	21.06
		2011	41,124	42,295	21.69
		2012	41,741	42,929	22.02
		2013	42,784	44,003	22.57
		2014	43,961	45,213	23.19
		2015	45,170	46,456	23.82
3	111-125	A	38,586	39,683	20.35
		2011	39,744	40,873	20.96
		2012	40,340	41,487	21.28
		2013	41,348	42,524	21.81
		2014	42,485	43,693	22.41
		2015	43,654	44,895	23.02
2	96-110	A	37,322	38,380	19.68
		2011	38,442	39,531	20.27
		2012	39,018	40,124	20.58
		2013	39,994	41,127	21.09
		2014	41,094	42,258	21.67
		2015	42,224	43,421	22.27
1	Up to 95	A	36,252	37,279	19.12
		2011	37,340	38,397	19.69
		2012	37,900	38,973	19.99
		2013	38,847	39,948	20.49
		2014	39,915	41,046	21.05
		2015	41,013	42,175	21.63

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

Any employee who trains another employee shall be paid a training allowance the equivalent of one (1) hour at the applicable regular rate for each shift or part thereof.

If the Authority calls back a retired employee to perform duties of a dispatcher, the dispatcher will 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 (Changes made in the collective agreement July 1, 2000, to June 30, 2003), the Authority increased all job classes by \$1500.00 on July 1, 2000.

Appendix A rates will be adjusted as follows:

July 1, 2011	3%
July 1, 2012	1.5%
July 1, 2013	2.5%
July 1, 2014	2.75%
July 1, 2015	2.75%

APPENDIX B

Agreement between the Great Lakes Pilotage Authority and the Public Service Alliance of Canada concerning the two Relief Dispatcher positions in the Cornwall dispatch office.

Conditions of Agreement:

As long as this agreement remains in force, it will be part of this Collective Agreement. In case of conflict of interpretation or in the application between this Letter of Intent as the Collective Agreement, the Letter of Intent will have priority as it applies to the Relief Dispatcher and dispatcher positions only.

Title, Classification and Pay:

The Relief Dispatcher in Training will be paid at 80% of Step 1 of the dispatcher salary classification. The Relief Dispatcher will be paid at 100% of Step 1 once the training is completed. Training will be deemed completed when the relief dispatcher is assigned to work without twinning.

Method of Utilization:

From the date of hire until fully trained, the incumbent will be twinned with a dispatcher for training.

When fully trained the Relief Dispatcher will work all annual leave and personal leave days of the dispatchers and all leave scheduled as per Article 27.08b. With respect to all other leave all qualified Dispatchers will be offered such assignments first and then, if necessary, the Relief Dispatcher will be offered it.

The Authority reserves the right to assign other duties to the Relief Dispatcher when his/her services are not required in the Dispatch area so as to meet the minimum hours required in this letter of intent. It is understood that dispatch duties will have priority.

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 on duty.

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 24 hours per week from May 1st till the end of the navigation season. A work schedule prepared by the relief dispatcher shall be available to the Operations Manager for approval every (2) weeks for their work assignments. The relief dispatchers will be twinned equitably amongst the full time dispatchers whenever possible.

Layoff:

It is understood that at the end of the navigation season, the Relief Dispatcher will have the option to be laid off on a seasonal basis and recalled following the opening of navigation season in the next year but no later than May 1. All overtime earned during the navigation season will be paid on or before layoff.

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.

Overtime worked may be accumulated as per article 21.05 but for the Relief Dispatcher, the Authority agrees that such overtime may be used to supplement short work weeks.

The Relief Dispatcher is entitled to Authority paid benefits as per Article 30 during the period of May 1 to the end of the navigation season and also during the layoff period.