

SOURCE			
EFF.	20	31	0
TERM.	20	03	57
No. OF EMPLOYEES	11		
NOMBRE D'EMPLOYÉS	11		

AGREEMENT made this 16th day of May 1990 at Cornwall, Ontario.

BETWEEN:

GREAT LAKES PILOTAGE AUTHORITY, LTD
a body corporate established under
the Pilotage Act, having its head
office in Cornwall, Ontario.
(hereinafter called the "Authority")

AND:

CORPORATION OF THE UPPER ST. LAWRENCE
PILOTS, body corporate duly incorporated
under the Canada Corporation Act 1970
R.S.C. chapter 32, having its head
office in Cornwall, Ontario.
(hereinafter called the "Corporation")

AND:

CANADIAN MERCHANT SERVICE GUILD
established by Special Act of Parliament
assented to on the 6th day of June 1919.
(hereinafter called the "Guild")

032 48 04

I N D E X

	<u>PAGE</u>	
ARTICLE 1	PURPOSE OF AGREEMENT	1
ARTICLE 2	DEFINITIONS AND INTERPRETATIONS	2
ARTICLE 3	APPLICATION	5
ARTICLE 4	LEGISLATION AND THE COLLECTIVE AGREEMENT	5
ARTICLE 5	RECOGNITION	5
ARTICLE 6	SECURITY AND DUES	6
ARTICLE 7	TIME OFF FOR CORPORATION REPRESENTATIVES	7
ARTICLE 8	PROVISION OF BULLETIN SPACE	9
ARTICLE 9	CONFLICTS BETWEEN PARTIES	9
ARTICLE 10	GRIEVANCE PROCEDURE	10
ARTICLE 11	ENTRY INTO PILOTAGE SERVICE	13
ARTICLE 12	EMPLOYMENT	15
ARTICLE 13	DISPATCHING	18
ARTICLE 14	DAYS OF REST AND HOURS OF WORK	19
ARTICLE 15	TRAVEL EXPENSES	20
ARTICLE 16	LEAVE CREDITS - GENERAL	21
ARTICLE 17	AUTHORIZED LEAVE	22
ARTICLE 18	SICK LEAVE	23
ARTICLE 19	OTHER TYPES OF LEAVE	25
ARTICLE 20	REMUNERATION	26
ARTICLE 21	HEALTH AND WELFARE	28
ARTICLE 22	EDUCATION AND UPGRADING	30
ARTICLE 23	PENSION AND OTHER BENEFITS	30
ARTICLE 24	LEGAL DEFENSE	31
ARTICLE 25	SAFETY EQUIPMENT	32
ARTICLE 26	CONSULTATION	32
ARTICLE 27	DURATION AND RENEWAL	33
ARTICLE 28	RETROACTIVITY	34

.....

ARTICLE 1

PURPOSE OF AGREEMENT

- 1.01 The purpose of this Agreement is to maintain a harmonious and mutually beneficial relationship between the Authority, the pilots and the Corporation, to set forth certain terms and conditions of employment relating to remuneration, benefits and general working conditions affecting the pilots covered by this Agreement and to ensure that all reasonable measures are provided for the safety and occupational health of the pilots.
- 1.02 The parties recognize that;
- (a) An efficient pilotage service is the most effective means of achieving safety of navigation and the safe and speedy movement of ships;
- (b) Pilotage requires specialized knowledge of navigation in confined waters and local knowledge of the waters of the compulsory pilotage area, including the channels, currents, the depths of waters, the anchorages and aids to navigation;
- (c) The participation of the Corporation and of its members is essential to the achievement of the objects of the Authority.
- (d) Whereas the members of the Corporation have opted to become employees of the Authority in accordance with Section 9 of the Pilotage Act, pilots are therefore employees of the Authority for the purposes of this Agreement;

- (d) Although the parties are employees of the Authority, it is nevertheless the intent of the parties hereto and of the essence of this Agreement, that the pilots will provide pilotage services on the basis of maximum availability and of equalizing assignments as provided by this Agreement and **as** recognized by the present Joint Working Rules and Dispatching Procedures and that compensation recognized this concept of productivity and efficient service.

ARTICLE 2 **DEFINITIONS AND INTERPRETATION**

2.01 For the purpose of this Agreement,

- (a) "ASSIGNMENT" means **a** dispatch to a vessel where pilotage duties are carried out, including automatic cancellations and **a** cancellation by a ship within forty-five (45) minutes prior to ship's confirmed E.T.A.

An automatic assignment cancellation exists if a vessel **is** more than four **(4)** hours overdue. At Cape Vincent, N.Y. it will be based on the E.T.A. **as** taken at P. Petree (Sodus) C.I.P. and for Snell Lock the E.T.A. will be as provided,

- (b) "ASSOCIATION" means the Canadian Marine Pilots' Association (C.M.S.C.), a professional group of the Canadian Merchant Service Guild;

- (c) "**AUTHORIZED REPRESENTATIVES OF THE CORPORATION**" means a person or persons designed by the Corporation to represent if for the purpose of

this Agreement or to represent an aggrieved pilot in the processing of a grievance;

- (d) "CONTINUOUS EMPLOYMENT" means employment in the service of the Authority without interruption during consecutive years;
- (e) "**DAILY RATE OF PAY**" means a pilot's monthly rate of pay divided by twenty-two (22);
- (f) "**DAY**" means a calendar day unless otherwise stated;
- (g) "**DISTRICT**" means International District No. 1;
- (h) "**EMPLOYER**" means the Great Lakes Pilotage Authority, Ltd.;
- (i) "**GRIEVANCE**" means a complaint in writing presented by a pilot on his own behalf or on behalf of himself and one or more other pilots;
- (j) "**LEAVE OF ABSENCE**" means permission granted by the Authority to be absent from duty;
- (k) "**MEMBERSHIP DUES**" means all dues established by the Corporation in accordance with its Constitution and By-Laws;
- (l) a) "**NAVIGATION SEASON**" means in any year that period of time extending from the actual opening date of the St. Lawrence Seaway (Montreal-Lake Ontario Section) to a date nine (9) months after: however, it shall not exceed December 31st;

b) In the event of a navigation season extending beyond December 31st, the Authority recognizes that all pilots in the bargaining unit who wish will remain on the tour-de-role and be available for duty until the last ship exits the **District**;

c) In the event of the opening of a navigation season prior to the pilots having received at least three (3) months of rest then all pilots in the bargaining unit who wish will be placed on the tour-de-role and be available for duty for the first vessel entering the District.

(m) **"PILOT"** or **"LICENSED PILOT"** means a Canadian licensed pilot of the District as defined in the Pilotage Act but excludes a pilot holding a temporary license.

(n) **"WEEKLY RATES OF PAY"** means five (5) times the daily rate of pay;

(o) **"YEAR OF SERVICE"** means any twelve (12) month period during which a pilot has held a pilot's license and has been active without interruption during consecutive years in the employ of the Authority or under contracts for services or hire with the Authority or the Government of Canada prior to being employed by the Authority.

2.02 Except otherwise provided in this Agreement, expressions used in this Agreement,

a) if defined in the Pilotage Act and/or the Canada Shipping Act have the same meaning **as** given to

them in those Acts.

- b) if defined in the Canada Labour Code but not defined in the Pilotage Act and/or the Canada Shipping Act, shall have the same meaning as given to them in the Canada Labour Code, and
- c) if defined in the Inter-entation Act, but not defined in any Act specified under sub-clauses (a) and (b), shall have the same meaning as given to them in the Interpretation Act.

2.03 The French and English texts of this Agreement are official.

2.04 The Schedules to this Agreement form part of it.

ARTICLE 3 **APPLICATION**

3.01 The provisions of this Agreement shall apply to the pilots in the bargaining unit, the Corporation, the Guild, and the Authority.

ARTICLE 4 **LEGISLATION AND THE COLLECTIVE AGREEMENT**

4.01 In the event that any law passed by Parliament renders null and void any provision of this Agreement, the remaining provisions of the Agreement shall remain in effect for the term of this Agreement.

ARTICLE 5 **RECOGNITION**

5.01 The Authority recognizes the Corporation and the

Guild as the exclusive jointly bargaining agent of all the pilots herein.

ARTICLE 6

SECURITY AND DUES

- 6.01 a) All pilots in the bargaining unit who were members of the Corporation at the date of coming into force of this Agreement, must remain paid-up members of the Corporation and the Guild for the complete duration of this Agreement as a condition of continuous employment **as** pilots; and any person excluding a person holding a temporary license, who become an employee of the Authority after the coming into force of this Agreement shall, within thirty (30) days of the granting of his license and as a condition of this continuous employment **as** a pilot, become and remain a paid-up member of the Corporation and Guild for the complete duration of this Agreement.
- b) The Corporation and the Guild shall permit a licensed pilot in the bargaining unit who is not a member of the Corporation or of the Guild, to become a member of the Corporation and of the Guild.
- c) The Authority shall deduct an amount equal to the membership dues and duly authorized assessments from the **monthly** pay of all pilots in the bargaining unit, as notified by the Corporation and all such deductions shall be paid to the Corporation; upon such payment the Authority shall be discharged of any liability towards the Corporation and the Guild.

6.02 For the purpose of applying Clause 6.01, deductions from pay for each pilot in respect of each month of employment will start with the first full calendar month of membership to the extent that earnings are available.

6.03 The amount deducted in accordance with Clause 6.01 shall be remitted to the Secretary-Treasurer of the Corporation by cheque within thirty (30) days after deductions are made and shall be accompanied by particulars identifying each pilot and the deductions made on his behalf.

6.04 The Corporation agrees to indemnify and save the Authority harmless against any claim or liability arising out of the application of this Article except for any claim or liability arising out of an error committed by the Authority.

6.05 The Authority will deduct initiation fees upon receipt of an authorization in writing from the individual pilot concerned and upon notification by the Corporation.

ARTICLE 7 **TIME OFF FOR CORPORATION REPRESENTATIVES**

7.01 Meetings attended by official representatives of the Corporation, at the request of the Authority, shall be at the expense of the Authority. Those involved will be held at the bottom of the "tour-de-role" until completion of the meeting and will be permitted the usual rest after assignment before being called. Reasonable expenses incurred for the purpose of attending any such meeting out

of the District shall be reimbursed by the Authority. Before such a meeting and whenever operation requirements permit, provision shall be made in order to afford such pilot the usual period of rest prior to the time set for such meeting.

7.02 The parties agree that **every** effort shall be made to conduct negotiations for renewal of this Agreement during *the* non-navigation season and if not concluded by the start of navigation, meetings shall be arranged to cause the least disruption to the "**tour-de-role**" and the Authority shall grant leave, with basic **pay**, to a maximum of five (5) representatives of the Corporation to participate in the negotiations.

7.03 Official representatives of the Corporation or of the Association may hold periodic meetings during the season to discuss policy and any current **problems** that may arise from time to time. **Such** meetings shall be arranged so as to **cause** the least **disruption** to the "**tour-de-role**". There shall be no loss of pay to a pilot for any day used for such meetings, provided that, in the Authority's discretion, such absence will not result in any ships' delays.

7.04 A pilot who **is** a member of the Board of the Authority may choose to receive the established **stipendium** **in** accordance with the Resolutions, or his salary.

7.05 For the purpose of sections 7.01, 7.02, 7.03 **and**

7.04 such representatives or member of the Board shall be allowed to work back any differential assignment as a result thereof.

ARTICLE 8 **PROVISIONS OF BULLETIN SPACE**

8.01 Reasonable space **on** bulletin **boards** will be made available to the Corporation for the posting of official Corporation, Association or Guild notices in convenient locations as determined by **the** Authority.

8.02 The Authority shall provide each Corporation member with **a** copy of the Collective Agreement and of the working rules as well **as** amendments thereto.

ARTICLE 9 **CONFLICTS BETWEEN PARTIES**

9.01 There shall be no strikes, lock-outs, tie-ups, slow-downs or stoppages of work for any **cause** whatsoever during the life of this Agreement. **It** is the intent of the Authority, **the** Corporation and the Guild that all controversies, regardless of their nature, shall be settled amicably and harmoniously under the terms of this Agreement.

9.02 A pilot will not be found in contravention of this Agreement should he refuse to cross **a** legal picket line provided there is **a** threat or apprehended threat of physical violence to himself **and** provided he immediately reports this fact to the Authority.

ARTICLE 10

GRIEVANCE PROCEDURE

10.01 Should the Corporation acting on behalf of **a** pilot or should **a** pilot acting on his own behalf, believe that he has been unjustly dealt with or that the provisions of this Agreement have not been complied with, the following procedures shall apply.

Step 1: **A** written complaint o grievance shall be presented by the corporation or the aggrieved pilot **as** soon as practical but no later than thirty (30) days after the date of the alleged incident, and the Eastern Supervisor shall render his decision within seven (7) days. In the event a pilot ,acting on his own behalf, **files** a grievance, the Authority shall forward a copy of such grievance to **the** Corporation.

Step 2: If a complaint or grievance is not adjusted to the satisfaction of the Corporation under Step 1, it shall be taken up to the General Manager of the Authority within fifteen (15) days and the latter shall render his decision within ten (10) days.

Step 3: If the decision of the General Manager or his delegate is not acceptable to the Corporation, the Guild and the Corporation may then review the matter with him and the Guild may, within thirty (30) days, forward the complaint or grievance to the Chairman of the Authority and the Authority or its Chairman shall render a decision within thirty (30) days.

- 10.02 **After** Step 3, if the Guild and the Authority are unable to agree to the adjustment of any complaint or grievance, or in regard to any matter as to which agreement is called for herein, either party may, in writing, within sixty (60) days required that the matter be referred to Arbitration.
- 10.03 A Board of Arbitration established pursuant to the preceding clause, shall consist of one (1) member selected by the Guild and one (1) member selected by the Authority, together with a third member who shall be the Chairman and who shall be jointly selected by the other two (2) members. If agreement cannot be reached as to the selection of a Chairman, either party may then request the Federal Minister of Labour to appoint a Chairman.
- 10.04 A Board of Arbitration to which a matter is referred, shall hear all the evidence in the case and shall render a decision by a majority vote, which decision shall be final and binding upon the parties to this Agreement.
- 10.05 The costs of the Chairman of the Board of Arbitration shall be borne equally by the parties to this Agreement.
- 10.06 Each party shall pay the cost of its nominee to a Board of Arbitration.
- 10.07 The time limits provided for by this clause may be extended by mutual agreement between the parties, but no matter shall be nullified through a technical question raised in respect to a lapse of

time occurring due to a reasonable oversight or resulting from a misunderstanding or reasonable delay.

- 10.08 The Guild and the Authority may agree that the adjustment of any complaint or grievance be referred to a single Arbitrator mutually acceptable to both parties. In such event, the above provisions relating to a Board of Arbitrators shall apply mutatis mutandis to the Arbitrator. The **costs** of such Arbitrator shall then be borne equally by the parties to this Agreement.
- 10.09 At any stage during Steps 1 and 2 of Article 10.01, a grievor or the Corporation may abandon a grievance; at any stage during Step 3 and thereafter, the Guild may abandon a grievance.
- 10.10 The suspension or cancellation of a pilot's license shall be dealt with in accordance with the provisions of the Pilotage Act and the Regulations thereunder.
- 10.11 The Authority agrees that **should** it become necessary to suspend any pilot for any reason under the Authority's control and such pilot is subsequently determined to have been improperly suspended, then such pilot shall be fully compensated for any resulting loss of **pay** and fringe benefits and for reasonable legal **fees** and disbursements for his defence.

ARTICLE 11

ENTRY INTO PILOTAGE SERVICE

- 11.01 There shall be a Board of Examiners to examine persons applying for a pilot's license and it shall be composed of:
- a) two (2) officers of the Authority, one of whom shall be the Chairman; and
 - b) three (3) pilots, appointed by the Authority upon recommendation of the Corporation, knowledgeable of the waters for which the person is applying for a licence;
 - c) the Board may, as needed, be composed of one (1) officer of the Authority and two (2) pilots appointed **as** above.
- 11.02 The Board of Examiners shall hold examinations as prescribed by the applicable regulations.
- 11.03 Prior to any examination, the Authority shall provide the Board of Examiners with evidence that the applicant meets or is able to meet the requirements of the Pilotage Act and all relevant regulations passed thereunder.
- 11.04 The examination for a pilot's licence **shall** be in such form **as** the Authority and the Corporation may determine and shall include an examination on
- a) local knowledge of the district, including channels, currents, depths of water, anchorages and aids to navigation;

- b) the Collision Regulations; with Canadian modifications;
- c) seamanship, general chart work, and practical knowledge of the interpretation of radar;
- d) harbour and port regulations;
- e) such other subjects and matters as the Board of Examiners may consider to be relative to the duties of a pilots.

11.05 The Board of Examiners shall submit to the Authority a statement of the results of the examination of each applicant examined for a pilot's licence, together with a statement as to whether or not the Board of Examiners recommends the issue of a pilot's licence to that applicant.

11.06 Where the Board of Examiners recommends issue of a pilot's licence to an applicant, the Authority shall issue a pilot's licence to that applicant when the services of such applicant are required by the Authority.

11.07 In the event of any action at law or any action **under** the provisions of the Pilotage Act, against the Authority or the Corporation resulting from the refusal **to** grant a licence, as a result of an applicant failing to pass the examination, both parties shall co-operate fully in **the** defence of such action.

11.08 When a licensed pilot is required under the

Regulations to act as a member of a Board of Examiners, the Authority shall reimburse all reasonable travelling and living expenses incurred.

ARTICLE 12 **EMPLOYMENT**

12.01 All the pilots licensed for the District shall be employed by the Authority **as** licensed pilots in and for the same District in and for which they were licensed on the signing date of the present Agreement.

The Authority may employ holders of temporary licences provided that such persons carry out their duties exclusively under the supervision and control of licensed pilots or International District No. 1 American pilots.

12.02 No pilot shall be employed by the Authority as a licensed pilot for the designated waters of the District, or part thereof, unless he is employed in accordance with and subject to **the** terms and conditions of this contract.

12.03 Pilots shall be employed exclusively **as** pilots in their District and shall not be expected to perform other duties or to be transferred out of their District, permanently or temporarily, without their consent. Employment **as a** pilot **shall** include practical on-the-job training of and assistance to apprentice pilots and may include academic teaching and examination of applicants in accordance with the provisions of Clause 11 of

this Agreement.

12.04 a) Pilots shall be full time employees of the Authority during the whole year, notwithstanding the interruption of navigation during the winter.

b) For pilots who are employees of the Authority for only **a** portion of a navigation season and on the **basis** of the current length of the navigation season, their pay entitlement shall be established in accordance with the following schedule:

<u>For each month on Payroll during Navigation Season</u>	<u>Pay Entitlement</u>
1 month	1.33 month
2	2.67
3	4.00
4	5.33
5	6.67
6	8.00
7	9.33
8	10.67
9	12.00

c) A pilot who is unavailable for any reason, except as otherwise provided in this Agreement, shall have his name taken off the "tour-de-role" for twenty-four (**24**) hour periods and with equivalent loss of pay at the daily rate.

12.05 At **the** beginning of the navigation season, all pilots shall be placed on the "tour-de-role" in the same order that they terminated the preceding season, except upon Corporation request.

12.06 a) No pilot shall engage in any employment or undertaking during the navigation season to the extent that it will interfere with his duties as a

pilot, without the written consent of the Authority and that of the Corporation.

b) A pilot may perform pilotage duties, in an area for which he is licensed, outside the navigation season, under a contract of **service between such** pilot and the ship. Such undertaking shall not affect the employee status of such pilot under this Agreement.

c) Should a pilot engage in any employment or undertaking outside the navigation season, he shall then be deemed not to be an employee of the Authority and the Authority **shall incur** no **liability of** any nature whatsoever whether or not provided by this Agreement, as a result of such employment or undertaking.

12.07 No pilot shall cease to be employed by the Authority as a licensed pilot otherwise than in accordance with the terms of this Agreement, unless:

a) **he resigns voluntarily;**

b) he reaches retirement age or otherwise retires;

c) **his** licence is cancelled by the Authority in accordance **with** the provisions of the Pilotage Act.

12.08 There **shall** be no reduction of pilot numbers to meet temporary fluctuations in **ship** traffic in any navigation season.

12.09

If the Authority believes that, for reasons beyond its control, there exists a demonstrated **decrease in** ship traffic that is substantial **and** persistent to a degree that **would** otherwise justify **reducing** pilot numbers, the Authority shall inform the Corporation of such a situation and provide it with all the supporting **evidence**, and shall consult the Corporation **as** to the most appropriate means of **remedying** such a situation. Without limiting the generality of the foregoing, the parties shall implement, where applicable, the following measures to redistribute work amongst **pilots**:

- a) voluntary early retirement of pilot of sixty (60) years of age or more, with pension benefits as **provided** by the Superannuation Act;
- b) voluntary early retirement of any pilot in accordance with the public **service** superannuation plan;
- c) resignation from the service of pilots who so desires;
- d) leave without pay, **as** decided amongst the pilots in order of registration or issue of licence;
- e) any other measures that the parties may agree upon.

ARTICLE 13

DISPATCHING

13.01 a)

Pilots shall be dispatched to ships in accordance

with the Joint Working Rules and Dispatching Procedures presently in effect and attached as Schedule "A" to this Agreement. These Dispatching Rules shall not be modified by the Authority without the written consent of the Corporation. Where there is a discrepancy between the Agreement and the Joint Working Rules and Dispatching Procedures, the Agreement shall **have** precedence.

- b) Notwithstanding the provisions of the Joint Working Rules and Dispatching Procedures, **it** is agreed that the Authority may allow for the trading of assignments between Canadian pilots who at the time of trading have both reached or exceeded the standard of 67.5 assignments.

It is further understood that the pilot will arrange for the trade with his replacement and that all pilots will remain available for duty throughout the navigation season.

This does not in any way alter the basic principle of maximum availability as provided in the contract.

- c) The Authority will pay the cost of dispatching by telephone within the local calling boundaries of Cornwall and Kingston (both ends of District No. 1).

ARTICLE 14

DAYS OF REST AND HOURS OF WORK

- 14.01 Each pilot is entitled, upon termination of an assignment, to a ten (10) hour rest period, and he

shall not normally **be** called by the Authority for another assignment before the end of such rest period.

14.02 Each pilot may taken twelve (12) consecutive days of rest during the navigation season, in accordance with the practice followed by the pilots before becoming employees **of** the Authority, and with the consent of the Authority.

14.03 The Authority shall provide the Corporation no later than the **end** of February of each year with an up-to-date record of **working** time. This time shall be calculated from the time for which a pilot is ordered for a ship to the time a pilot debarks.

14.04 The pilots shall be entitled to leave with pay for the full period outside the navigation season except those employed for only a part of a season who shall **be** entitled to such leave with pay in accordance with Article 12.04 (b). The parties **hereto** recognized that such leave, statutory holidays, vacation **leave**, hours and **days** of **rest** not provided for during the navigation season.

ARTICLE 15 **TRAVEL EXPENSES**

15.01 A lump sum **of** **EIGHTY-SIX DOLLARS AND FIFTY CENTS (\$86.50)** per assignment for the **first** year and a lump sum **of** **NINETY-ONE DOLLARS AND FIFTY CENTS (\$91.50)** per assignment for the second year shall be **paid** to reimburse a pilot for expenses incurred by him that **are** directly associated with **an**

assignment to pilot a ship except for cancellations at Snell or Eisenhower Locks.

15.02 a) The Authority shall provide land transportation to all pilots ordered to or from intermediate ports or when ordered by the dispatcher to transfer from Cape Vincent to Cornwall or vice versa. Voluntary transfers during the season will be at the pilot's expense.

For the purpose of this clause, beginning of the season rules shall not be in effect after April 30th, and end of season rules shall not be in effect before December 1st.

b) The Authority shall pay a travel allowance for pilots residing outside the limits of the city of Cornwall. For each assignment the pilot will receive a travel allowance to and from his residence in accordance with the following schedule:

From:	0/10 km	\$ 1.62
	10/20 km	\$ 4.88
	20/30 km	\$ 8.12
	30/40 km	\$11.37
	40 and up	\$13.00 max.

ARTICLE 16 **LEAVE CREDITS - GENERAL**

16.01 When the employment of a pilot who has been granted more sick leave with pay than he has earned, is terminated by death or reasons of health, the pilot is considered to have earned the amount of leave with pay granted to him.

ARTICLE 17

AUTHORIZED LEAVE

This article replaces Section D-3 of the Joint Working Rules and Dispatching Procedures.

17.01 For the purpose of this Clause and Clause 17.03, immediate family is defined **as** father, mother, brother, sister, **spouse**, child of the pilot, father-in-law, mother-in-law or a relative permanently residing in the pilot's household or with whom the pilot permanently resides.

a) Where a member of his immediate family dies, a pilot shall be entitled to special leave with **pay** for a period of up to three (3) days and not extending beyond the **day** following the funeral, except in the case of the death of a pilot's spouse or child, in which case he shall be granted five (5) days and not extending beyond two (2) days following the funeral: he may, in addition be granted up to three (3) days special leave for the purpose of travel.

b) A pilot is entitled to special leave with **pay** up to a maximum of one (1) day, in the event of the death of the pilot's grandparent, grandchild, son-in-law, daughter-in-law, brother-in-law sister-in-law and grandparents of spouse.

17.02 A pilot shall be granted special leave with **pay up** to **a** maximum of three (3) days on the occasion of the birth or marriage of his son or daughter.

17.03 At the discretion of the Authority, special leave with **pay** may be granted **due** to circumstances not

directly attributable to the pilot including illness in the immediate family as defined in Clause 17.01

ARTICLE 18

SICK LEAVE

18.01 A pilot shall earn sick leave credits at the rate of one and one-quarter (1-1/4) days for each calendar month in which he has been on the payroll of the Authority for a minimum of ten (10) days.

During January of each year, a pilot may elect for payment of up to seven (7) days of current years' accumulated sick leave credits providing this **does** not reduce his total accumulation below ninety (90) days. Payment shall be made in April.

18.02 a) A pilot may take up a maximum of three (3) days sick leave with pay during a season without the use of sick leave credits provided he works back any differential assignment as a result thereof.

b) The use of sick leave credits shall not be applicable for the first day of such leave in any sick period, which first day shall be without pay unless the pilot is hospitalized or produces a doctor's certificate acceptable to the Authority. For the purpose of this Article the loss of pay on the first day of sickness shall be the pilot's monthly rate of pay divided by twenty-two (22).

18.03 Unused sick leave shall accumulate throughout a pilot's employment with the Authority.

- 18.04 Notwithstanding any other contrary provision of this Agreement, a pilot is **eligible** for sick leave with pay when he **is** unable to perform **his** duties because of illness or injury provided that:
- a) he satisfies the Authority of this condition in such a manner and at such time as may be determined by the Authority, and,
 - b) **he has the** necessary sick leave credits.
- 18.05 A pilot **is** not eligible for sick leave with **pay** during any period in which he **is** on **leave** of absence without pay or under suspension.
- 18.06 The Authority may, on **request** from a pilot, advance **sick** leave in circumstances where in the opinion of the Authority and the Corporation, the advance of sick leave is warranted.
- 18.07 A) An employee shall be granted an injury-on-duty leave with pay for a reasonable period of time, when determined by a Workmen's Compensation Board, that such employee is unable to perform **his** duties due to:
- a) personal injury accidentally received in the performance of his duties and not caused by the employee's wilful misconduct;
 - b) sickness resulting from **the** nature of **his** employment;
 - c) over-exposure to inherent **risks** in the course of his employment, if the employee agrees to remit to

the Authority any amount of money received by him in compensation for any **claim** forwarded to the W.C.B., in respect of **such** injury, sickness or over-exposure.

- B) Where an employee has been granted sick leave with pay and injury-on-duty leave is subsequently approved for the same period, the employee shall be deemed not to have been granted sick leave with pay for the purpose of determining sick leave credits.

ARTICLE 19 **OTHER TYPES OF LEAVE**

19.01 Provided due notice is given to the Authority by the pilot concerned, leave of absence with **pay** shall be given to every pilot other than a pilot on **leave** of absence without pay or under suspension, subject to reimbursement to the Authority of any monies received as a result thereof, who is required:

- a) to serve on a jury; or
- b) by subpoena or summons to attend as a witness in any proceeding held, except as a litigant other than with respect to a shipping casualty:
- i) In ^{or} under the authority of a court of justice or before a grand jury, or under the authority of the Pilotage Act;
- ii) before a court, judge, justice, magistrate or coroner;

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

In such cases a pilot shall be allowed to work back any differential assignment up to a maximum of four (4) assignments. The Authority and the Corporation may agree in specific circumstances to allow a pilot to exceed this maximum.

ARTICLE 20 **REMUNERATION**

20.01 The base salary shall be as follows:

Year 1	1990	\$75,560.00
Year 2	1991	\$80,000.00

- a) A pilot shall be entitled to the base salary provided he is available for pilotage duties for the period of the navigation season.
- b) These amounts shall be used as a base for fringe

and superannuation benefits and shall be payable in twenty-six (26) **equal and** consecutive instalments every two (2) weeks.

20.02 By January 31 of **each** year, a pilot shall **have** an accounting in detail with respect to sick leave days accumulated during the season, those used **up** and those remaining.

20.03 a) The Authority shall pay to each pilot the sum of **EIGHT HUNDRED AND THIRTY-FIVE DOLLARS (\$835.00)** for each assignment carried out in excess of the standard **set** for productivity of **67.5** trips for the first year of this contract and the sum of **EIGHT HUNDRED AND EIGHTY-FIVE DOLLARS (\$885.00)** for the second year of this contract.

b) For pilots **who** are employees **of** the Authority for only a portion of a navigation season, the standard **set** in Article 20.01 shall be adjusted as **follows:**

<u>Months worked during</u> <u>Navigation Season</u>	<u>Cumulative Monthly Standard</u>
1	7.5
2	15.
3	22.5
4	30.
5	37.5
6	45.
7	52.5
8	60.
9	67.5

20.04 a) Waiting at anchor or secured due to out-of-
district pilot unavailability
In the event a ship is ordered to anchor or to a

will **as a result** of pilot unavailability at Snell Lock or Cape Vincent New York, the Authority will compensate the pilot on board for each hour delayed in excess of one (1) hour in the amount of **THIRTY-FIVE DOLLARS (\$35.00)** per hour the first year and increased to **THIRTY-SEVEN DOLLARS (\$37.00)** per hour for the second year.

In the event the delay exceeds one hour, the pilot shall be compensated for the first hour at the above stipulated rate. Such period of waiting will be determined from the ship's received or calculated E.T.A. and the time the pilot is to be available at the exchange point.

- b) The Authority may send a pilot for an assignment to a boarding point outside District No. 1 or have the pilot disembarked outside the district in cases where the pilot boat at Cape Vincent has been taken out of service. In return, the Authority shall pay a lump sum of \$500.00 plus expenses as provided under Article 15.01 and in addition any reasonable expenses incurred.

ARTICLE 21

HEALTH AND WELFARE

- 21.01 a) The Authority shall pay to the Corporation 70% of the benefit plan cost for each pilot who has been on the payroll for at least ten (10) days during the month for the purpose of providing health and welfare insurance and long term disability. The Guild and the Corporation shall have the responsibility of administering the above and of informing the pilots of the benefits provided.

The benefit plan **cost** is as set out in the letter attached to this Agreement.

b) Administration

The Authority shall also pay to the Corporation the sum of **SIX HUNDRED AND NINETY-FIVE DOLLARS (\$695.00)** per month for these purposes for the first year of this contract and the sum of **SEVEN HUNDRED AND THIRTY-FIVE DOLLARS (\$735.00)** per month for the second year of this contract.

c) For pilots who have insufficient credits to remain on the payroll during the entire non-navigation season then the Authority will advance payment to the Corporation for the Health and Welfare contribution. Any amounts advanced will be recovered from the pilot's pay on his return to work for the new **season**.

d) Should a pilot elect to retire between the ages of 60-65 the Authority shall contribute the sum of **\$125.00** per month until the pilot reaches the age of 65 year.

21.02 Where a **pilot** suffers a loss of clothing or personal effects from a maritime disaster or shipwreck during the course of his regular duties as a pilot or while embarking on or debarking from a pilot boat or a ship he shall be reimbursed by the Authority for the loss of such clothing or personal effects. Any pilot or **his** estate making a claim under this clause shall submit an affidavit listing the individual items lost. This

clause shall not apply for any part of such loss payable by any insurance coverage, The pilot shall subrogate the Authority in all his rights against third parties to the extent of the amount paid to him by the Authority.

ARTICLE 22

EDUCATION AND UPGRADING

22.01 a) The Authority, in consultation with the Corporation will make arrangements with a training institute, school, etc. to allow pilots on a voluntary basis, to attend any courses in compliance with the re-validation process of their certificates. The cost of such courses including travel and living expenses shall be borne by the Authority on proof of attendance at such institution.

b) If the Authority requires a pilot to take an upgrading course, the cost of such course including travelling expenses and living allowance, shall be borne by the Authority. In addition, the pilot's wages will be continued for each day on course during a period of work. For each day on course outside the navigation season, the pilot shall be entitled to the daily rate of pay in addition to his basic wage.

ARTICLE 23

PENSION AND OTHER BENEFITS

23.01 a) In accordance with Section 10 of the Pilotage Act, the pilots shall be entitled to the coverage and the benefits provided by the Public Service Superannuation Act.

- b) Each pilot shall be allowed two **(2)** weeks severance pay for the first year of service as a licensed pilot and one (1) week for each succeeding year of service thereafter, **up** to a maximum of twenty-eight (28) **weeks** in the case of retirement or lay-off and **up** to twenty-six (26) weeks in the case of resignation from the service after ten (10) years of service less any such allowances previously granted.
- c) If **a** pilot dies before attaining retirement age, any Retirement and Separation Gratuity shall be paid to his beneficiary or estate on the same basis as if he had retired.
- d) For the purpose of this article, the years of service of pilots employed without interruption during consecutive navigation seasons shall include the time between navigation seasons.

A pilot may opt to be paid for seventy-five percent **(75%)** of his accumulated sick leave credits in lieu of the aforementioned benefits. Any payment hereunder shall be made at the rate of pay in effect at the time of separation.

ARTICLE 24

LEGAL DEFENSE

24.01 The Authority agrees to pay to the Corporation in April of each year, on **behalf** of each licensed marine pilot covered by this Agreement, the sum of **FORTY-TWO DOLLARS (\$42.00)** per annum to cover the cost of legal defense insurance for **the** said pilot as provided by the Guild's Legal Defence Insurance

Policy.

24.02 Any pilot required to appear before the Authority under the **By-Laws** or Regulations shall have the right to be accompanied by a person of his choice.

24.03 If a pilot is required to appear at any hearing as a witness or defendant at which legal counsel representing the Authority **is** also present, he shall have **the** right to be accompanied by his legal or other counsel.

ARTICLE 25 **SAFETY EQUIPMENT**

25.01 The Authority agrees to pay to the Corporation on signing this Agreement the cost of replacing floater coats for the pilots, **The** Authority considers the coats to have a five year life and the Corporation or pilot to be responsible for all maintenance, repairs or replacement. The Authority will contribute up to 70% or \$275.00 towards the cost of the coat.

ARTICLE 26 **CONSULTATION**

26.01 The Authority and the Corporation mutually agree that benefits will accrue to all concerned from joint consultation on matters concerning the pilotage service in the Great Lakes Pilotage Region and meetings may be held between the Authority and the Corporation to discuss matters of common interest. **The Authority agrees it will not** introduce any new Regulations that would directly affect the pilots without first



discussing same with the Corporation.

26.02 The following subject matters shall be deemed to be appropriate for consultation between the parties hereto during the term of this Agreement:

- a) Examination procedures for applicants or for the establishment of an eligibility list from which the appoint pilots;
- b) Training and other matters for applicants or for the upgrading of present pilots;
- c) Amendments required from time to time to the various Schedules to this Agreement;
- d) Any other subject mutually agreed upon from time to time by the Authority and the Corporation.

ARTICLE 27 **DURATION AND RENEWAL**

27.01 This Agreement shall be effective on April 1, 1990 and shall remain in effect until March 31, 1, 1992. Ninety (90) days' notice in writing may be given by either party to the other any time after January 1, 1992. After such notice has been given specific proposals must then be submitted and negotiations commenced, as expeditiously as possible and preferably by the first week of February.

27.02 The Authority agrees to provide each member of the Corporation a booklet containing the English version of the Collective Agreement as soon **a5**

possible following signing of this Agreement. A french translated version will be made in a loose leaf format for those who request it.

ARTICLE 28

RETROACTIVITY

28.01

Retroactivity from April 1, 1990 shall apply where applicable to the monetary provisions of this agreement.

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

Alan McAttee

GREAT LAKES PILOTAGE AUTHORITY, LTD.

[Signature]
[Signature]
[Signature]
[Signature]

SIGNED, SEALED AND
DELIVERED in the presence of

Alan McAttee

CORPORATION OF THE UPPER ST.
LAWRENCE PILOTS

[Signature]
Wm. McLean

SIGNED, SEALED AND
DELIVERED in the presence of

CANADIAN MERCHANT SERVICE GUILD

[Signature]

CORNWALL, ONTARIO, this 16th day of May 1990.



LETTER OF INTENT NO. 1

Corporation of the Upper
St. Lawrence Pilots.

May 16 , 1990.

Dear Sir,

The Authority assures the Corporation that an Eligibility List with no less than three (3) candidates will be maintained. Should the Eligibility List be reduced to less than three (3) candidates, an examination will be held in the next non-navigation season,

Sincerely,

R. G. Armstrong,
President,
Great Lakes Pilotage
Authority, Ltd.

RGA:nmca

Accepted by the Corporation of the
upper St. Lawrence Pilots.

P. Boucher,
President.



LETTER OF INTENT NO. 2

Corporation of the **Upper**
St. Lawrence Pilots.

May 16, 1990.

Dear Sirs,

The Authority confirms that **it** will not transfer an International District No. 1 pilot **out of** the district without providing a replacement unless otherwise **agreed** between the parties.

The Authority **also agrees** to the following provisions regarding pilots' working conditions and assignments:

1. **Two (2)** pilots will be assigned during night navigation **OK** when extreme weather conditions exist to vessels where it is considered that the ship's **construction** or deck **cargo** is **restricting** the vision of the pilot assigned thereto.
2. **A** change of pilots may be made at Iroquois for slow moving ships for any reason except weather **and** traffic. For the **purpose** of this Letter of Intent, a slow moving ship may be **defined** as a ship not capable of exceeding 9.0 knots.
3. The Authority shall endeavour to provide a **safe** water transportation whenever needed and practicable,

In case of 1 and 2 **above**, each pilot involved shall be credited with one (1) assignment.

Sincerely,

R. G. Armstrong,
President,
Great Lakes Pilotage
Authority, Ltd.

RGA:nmca

Accepted by the Corporation of the
Upper St. Lawrence Pilots.

P. Boucher,
President.

39