

**THE COLLECTIVE AGREEMENT
BETWEEN**

ATLANTIC PILOTAGE AUTHORITY

AND

PUBLIC SERVICE ALLIANCE OF CANADA

January 1, 2019 - December 31, 2022

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ARTICLE 1 - PREAMBLE

- 1.01 This agreement is entered into between the Atlantic Pilotage Authority (hereinafter referred to as "the Authority") and the Public Service Alliance of Canada (hereinafter referred to as "**PSAC**").
- 1.02 The purpose of this Agreement is to maintain the harmonious and mutually beneficial relationship between the Authority, the employees and the PSAC, to set forth certain terms and conditions of employment relating to pay, hours of work, employee benefits and general working conditions affecting employees covered by this Agreement and to ensure that all reasonable measures are provided for the safety and occupational health of the employees.

ARTICLE 2 - INTERPRETATIONS AND DEFINITIONS

- 2.01 (a) "**PSAC**" means the Public Service Alliance of Canada;
- (b) "Authority" means the Atlantic Pilotage Authority
- (c) "Bargaining Unit" means the employees of the Atlantic Pilotage Authority as described in Article 4;
- (d) "Compensatory Leave" means leave with pay in lieu of cash payment for overtime, or for work on a designated holiday, and such leave with pay will be equivalent in value to the cash payment that would otherwise have been made and shall be taken in accordance with Article 20.10.
- (e) "Continuous Employment" means employment with the Atlantic Pilotage Authority which has not been interrupted for a period of three months or more;
With reference to re-appointment of a lay-off, the employee's employment in the position held by the employee at the time they were laid off and their employment in the position to which they are appointed, shall constitute continuous employment if the re-appointment occurs within one (1) year of the date of lay-off;
- (f) "Day of Rest" in relation to an employee means a twenty-four (24) hour period during which that employee is not ordinarily required to perform the duties of their position other than by reason of their being on leave, absent from duty without permission or by reason of that day being a holiday, and commences at regular shift change times.
- (g) "Employee" means a person who is a member of the bargaining unit;

- (h) "Holiday" means the twenty-four (24) hour period commencing at regular shift change time.
- (i) "Lay-off" means the termination of an employee's employment due to a lack of work or the discontinuance of a function;
- (j) "Leave" means authorized absence from duty by an employee during their regular or normal hours of work;
- (k) "Membership Dues" means the dues established pursuant to the constitution of **PSAC** as the dues payable by its members as a consequence of their membership in **PSAC**;
- (l) Rates of Pay
 - (1) "bi-weekly rate of pay" means an employee's annual rate of pay divided by 26.088;
 - (2) "weekly rate of pay" means an employee's annual rate of pay divided by 52.176;
 - (3) "daily rate of pay" means an employee's weekly rate of pay divided by 5;
 - (4) "hourly rate of pay" means the annual rate of pay divided by 2087.04
- (m) This collective agreement shall be gender neutral and words in the singular include the plural;
- (n) A "spousal" relationship is said to exist when for a continuous period of at least one year, when an employee has publicly represented a person to be their spouse, regardless of gender and lives and intends to continue to live with that person as if that person were their spouse.
- (o) "Working Day" shall exclude Saturdays, Sundays and Statutory Holidays.

ARTICLE 3 - APPLICATION

- 3.01 The provisions of this Agreement apply to **PSAC**, the employees and the Authority.

ARTICLE 4 - RECOGNITION

- 4.01 The Authority recognizes **PSAC** as the exclusive bargaining agent for all

employees described in the certificate issued by the Canada Labour Relations Board on July 26, 1972 and amended on September 20, 1977 **and attached at Appendix "F"**.

ARTICLE 5 - RIGHTS OF MANAGEMENT

- 5.01 Except to the extent provided herein, this Agreement in no way restricts the authority of those charged with managerial responsibilities in the Atlantic Pilotage Authority.
- 5.02 The rights set forth in this Article and those otherwise retained by management shall be exercised in conformity with the provisions of this Collective Agreement reasonably, fairly, **and in good faith and without discrimination.**

ARTICLE 6 - WARRANTY OF OPERATION

- 6.01 The Authority and **PSAC** agree that there shall be no strikes or lockouts during the life of this Agreement.
- 6.02 There shall be no slowdown or stoppage of work during the period that a grievance is under review.
- 6.03 Refusal to cross a picket line where there is a threat of physical violence to the employee shall not be construed as a violation of this Agreement; however, the employee will immediately report such situation to the Authority.
- 6.04 No employee shall be required to perform any duties of any other person who is on strike or locked out.**

ARTICLE 7 - APPOINTMENT OF REPRESENTATIVES

- 7.01 The Authority acknowledges the right of **PSAC** to appoint employees as representatives of the Authority's employees only and, in their absence, their alternate.
- 7.02 **PSAC** in consultation with the Authority shall determine the jurisdiction of each Representative, having regard to the plan of the organization, the distribution of employees at the work place and the administrative structure implied by the grievance procedure.
- 7.03 **PSAC** shall notify the Authority promptly and in writing of the name and jurisdiction of its Representatives.

- 7.04 The Employer shall ensure that new employees are introduced to a representative of PSAC on their first day of work where practical or as soon as reasonably possible.
- (a) **The Employer shall ensure that new employees are introduced to a representative of PSAC on their first day of work where practical or as soon as reasonably possible.**
 - (b) **New employees and a Local Union representative will be allowed time to meet during the orientation, or as soon as reasonably possible, for the purpose of explaining the Collective Bargaining relationship in the workplace and the rights of the employee(s) under the Collective Agreement. This meeting will be at no cost to the Authority.**
 - (c) **(i) Subject to informing the Director of Human Resources and receiving pre-approval based on operational requirements of the Authority, Union Representatives who are not employees of the Atlantic Pilotage Authority will be allowed to visit employees in their place of work, dispatch or on a vessel when alongside the dock.**
(ii) Union representatives who are not employees of the Authority, shall be required to complete a waiver of liability and submit to the Director of Human Resources prior to boarding a vessel when alongside the dock and will apply to the vessel departing the dock.

ARTICLE 8 - LEAVE FOR REPRESENTATIVES

- 8.01 A Representative shall obtain the permission of their immediate supervisor before leaving their work to investigate a complaint or grievance, to meet with local management for the purpose of dealing with a complaint or grievance and to attend meetings called by management. Such permission shall not be unreasonably withheld. The Representative shall report back to their supervisor before resuming their normal duties.
- 8.02 In the processing of complaints, grievances or disputes, the employee concerned, and their representative will, where operational requirements permit, be granted reasonable leave with pay for the purpose of attending meetings arranged with the designated representative of management.
- 8.03 Where operational requirements permit, the Authority shall grant necessary and reasonable leave with pay:
- (a) to a maximum of two (2) employees who are attending meetings, including negotiating sessions, arranged with management on behalf of PSAC; and
 - (b) to an employee and their representative for the purpose of investigating or

presenting a grievance submitted by the employee.

- 8.04 Where operational requirements permit, the Authority shall grant reasonable leave without pay to employees to attend meetings or conventions, conferences or training courses of **PSAC**, **UCTE**, the Union Local Labour Councils, Provincial Federations of Labour, or the Canadian Labour Congress.
- 8.05 An employee who has been elected or appointed to a full-time office of **PSAC**, the **U.C.T.E.** or the Local shall be entitled with a minimum of at least one month's notice to leave without pay for the period during which they are elected or appointed to hold office. If eligible under the provisions of the respective plans, the employee may elect to continue their participation in the group insurance and pension plans and such continued coverage shall be at no cost to the Authority.
- 8.06 a) An employee who returns to work with the Authority after a period of leave without pay granted under this article shall have the time spent on leave credited for purposes of seniority. Such leave shall be deemed to be Leave Without Pay for Personal Reasons and subject to the terms and conditions outlined in Article 15.12.
- b) The employee shall provide the Authority with at least one (1) months' notice of intention to return pursuant to (A) above.
- 8.07 Request for leave without pay for Alliance or union business will be made in advance in writing.

ARTICLE 9 - CHECK OFF

- 9.01 The Authority shall, as a condition of employment, deduct an amount equal to the amount of membership dues from the monthly pay of all present and future employees in the bargaining unit.
- 9.02 **PSAC** shall inform the Authority in writing of the authorized monthly deduction to be checked off from each employee in the bargaining unit.
- 9.03 For the purpose of applying Article 9.01, deductions from pay for each employee in respect of each month shall commence with the first full month of employment to the extent that earnings are available. Where an employee does not have sufficient earnings in respect of any month to permit deductions, the Authority shall not be obligated to make such deductions from subsequent earnings.
- 9.04 The amounts deducted in accordance with this Article shall be remitted to the Comptroller of **PSAC** in the month following their deduction and shall be accompanied by particulars identifying each employee and the deductions made on his behalf.

- 9.05 The Authority agrees to continue its current practice of making deductions for other purposes on the basis of production of appropriate documentation.
- 9.06 **PSAC** 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 in connection with the deduction of the amount equal to the monthly membership dues.

ARTICLE 10 - INFORMATION TO EMPLOYEES

- 10.01 The Authority agrees to supply the Alliance with the name, location and classification of each new employee within thirty (30) days of their engagement.
- 10.02 Following agreement by the Parties on the estimated costs of printing and the final proofreading, **PSAC** agrees to print and provide a copy of the collective agreement to all employees. The Parties agree to share the cost of printing the Collective Agreement.
- 10.03 The Authority agrees to post a copy of all personnel directives applicable to members of the bargaining unit.
- 10.04 The Employer agrees to provide the President of the Union Local of **PSAC** or designate with a copy for the Employer's current organization chart and as amended from time to time.
- 10.05 The Employer will provide the President or the Union Local of **PSAC** or designate with **an electronic** copy of, or access to, the following, as existing at the signing of this Collective Agreement and as amended from time to time:
- a) all health & safety reports pertaining to employees
 - b) names and titles of all excluded staff,
 - c) A courtesy copy of all documents normally released to employees

ARTICLE 11 - PROVISION OF BULLETIN BOARD SPACE AND OTHER FACILITIES

- 11.01 The Authority shall provide bulletin board space in each location clearly identified for exclusive Alliance use for the posting of notices pertaining to elections, appointments, meeting dates, new items and social and recreational affairs. **In lieu of physical bulletin board space, the Authority shall post the aforementioned Union Affairs documents on a secure employee intranet. Any items listed above shall refer to Alliance Union Affairs.**
- 11.02 The Authority shall make available to **PSAC** specific locations on the premises for the

placement of bulk quantities of literature of PSAC. Such literature must have the prior approval of the Authority. **In lieu of physical space, the Authority shall post the approved literature of PSAC on a secure employee intranet.**

ARTICLE 12 - RESTRICTIONS ON OUTSIDE EMPLOYMENT

- 12.01 Employees shall not engage in other employment while on duty. Employees shall not be restricted in engaging in other employment outside regularly scheduled hours unless there is evidence that such employment is adversely affecting the efficiency of the employee in the performance of their regular duties or unless such employment is in an area which could represent a conflict of interest.

ARTICLE 13 - LEAVE - GENERAL

- 13.01 Subject to Articles 13.02 and 13.03, in the event of termination of employment for reason other than death, unearned leave taken by the employee shall be recovered from any monies owed this employee by the Authority, calculated on the basis of the daily rate of pay applicable to the employee immediately prior to the termination of their employment, but not including any acting rate of pay.
- 13.02 When the employment of an employee who has been granted more vacation, sick leave or special leave with pay than they have earned is terminated by death, the employee is considered to have earned the amount of leave with pay granted to them.
- 13.03 When the employment of an employee who has been granted more vacation or sick leave with pay than they have earned is terminated by lay-off, they are considered to have earned the amount of leave with pay granted to them, if at the time of their lay-off, they have completed one (1) or more years of continuous employment.
- 13.04 When an employee who is in receipt of acting pay is granted leave with pay, they are entitled during their period of leave to receive acting pay if the duties of the higher position in respect of which they are paid the acting pay, were assigned to them on a continuing basis, or for a period of two (2) or more months prior to the period of leave.
- 13.05 Upon request, an employee is entitled to be informed of the balance of their vacation, **compensatory leave** and sick leave credits at intervals not exceeding once per **month**.
- 13.06 The amount of leave with pay credited to an employee by the Authority at the time when this Agreement is signed, or at the time when the employee becomes subject to this Agreement, shall be retained by the employee.

- 13.07 (a) When an employee is granted vacation, sick or other leave with pay, from a scheduled shift, the employee shall be charged for each hour, other than a day of rest or designated paid holiday. Leave with pay must be for at least a four-hour period and is subject to operational requirements.
- (b) For shift workers, the two (2) hours in excess of the average forty (40) hours per week, for periods of paid leave, will be paid at the straight time rate.
- 13.08 When an employee has requested leave with pay and has provided the Authority with the request well in advance, the Authority will respond to the leave request within a reasonable period of time.

ARTICLE 14 - VACATION LEAVE

- 14.01 For each calendar month for which an employee receives at least ten (10) days' pay, they shall earn vacation leave at one of the following rates:
- (a) Ten (10) hours per calendar month if the employee has completed less than eight (8) years of continuous employment;
- (b) Thirteen and one-third (13.33) hours per calendar month effective from the month in which the employee completes eight (8) years of continuous employment);
- (c) Sixteen and two-thirds (16.66) hours per calendar month effective from the month in which the employee completes fifteen (15) years of continuous employment).
- (d) Twenty (20) hours per calendar month effective from the month in which the employee completes **twenty (20)** years of continuous employment.
- 14.02 Scheduling of Vacation Leave
- (a) The vacation year extends from January 1 to December 31 in any year.
- (b) Representatives of **PSAC** shall be given the opportunity to consult with representatives of the Authority on vacation leave scheduling.
- (c) Employees are expected to take all their vacation leave during the vacation year in which it is earned.
- (d) Subject to operational requirements, the Authority shall make every reasonable effort:
- (i) to schedule an employee's leave, or any part thereof, in the vacation

year in which is it earned and as much as possible in accordance with the wishes of the employee. Where a dispute develops between employees requesting a leave at the same time and cannot be mutually resolved, seniority shall be the governing factor for the first such dispute between persons involved. In the case of a subsequent conflict between the same persons then reverse seniority will govern.

(ii) To grant each employee a minimum of eighty (80) hours vacation leave during the period June 1st to September 30th.

(e) Whenever possible, employees will submit an application for leave at least four (4) working days prior to the beginning of the requested vacation leave.

(f) All newly hired employees earn but are not entitled to receive vacation leave with pay during their first six (6) months of continuous employment.

14.03 Where an employee with the necessary vacation leave credits requests in writing and with a minimum of twenty (20) working days' notice, and is refused, a minimum of ten (10) days' vacation leave during the period of June 1st to September 30th, they shall have an additional five (5) days' vacation leave credited to them.

14.04 Where in respect of any period of vacation leave, an employee:

(a) is granted bereavement leave, or

(b) is granted leave with pay because of illness in the immediate family, or

(c) is granted sick leave on production of a medical certificate,

the period of vacation leave so displaced shall either be added to the vacation period if requested by the employee and approved by the Authority or reinstated for use at a later date.

14.05 Recall from Vacation Leave

(a) Subject to operational requirements, the Authority will make every reasonable effort not to recall an employee after they have proceeded on vacation leave.

(b) Where, during any period of vacation leave, an employee is recalled to duty, they shall be reimbursed for reasonable expenses, as normally defined by the Authority, that they incur:

(i) in proceeding to their place of duty, and

(ii) in returning to the place from which they were recalled if the employee immediately resumes vacation upon completing the

assignment for which they were recalled, after submitting such accounts as are normally required by the Authority.

14.06 The Employee shall not be considered as being on vacation leave during any period in respect of which the employee is entitled under Article 14.05 to be reimbursed for reasonable expenses incurred by them.

14.07 Carry-Over of Vacation Leave

(a) Where in any vacation year, an employee, due to operational requirements, has not been granted all of the vacation leave credited to them, the unused portion of their vacation leave may be carried over into the following vacation year. Carry-over beyond one year shall be by mutual consent.

or

(b) At the request of the employee any portion of unused vacation leave on December 31st shall be paid off in cash at the rate of pay at which it was earned.

14.08 Leave When Employment Terminates

(a) Where an employee dies or otherwise terminates their employment after a period of continuous employment of not more than six (6) months, the employee or their estate shall be paid in lieu of earned but unused vacation leave, an amount equal to four percent (4%) of the total pay and compensation for overtime received by the employee during their period of employment, less an amount equal to the product obtained by multiplying the number of days of vacation leave granted to them during their employment by the daily rate of pay applicable to them prior to the termination of their employment.

(b) When the employment of an employee who has completed more than six (6) months of continuous employment is terminated, the employee or their estate shall, in lieu of earned but unused vacation leave, be paid an amount equal to the product obtained by multiplying the number of days earned but unused vacation leave by the daily rate of pay applicable to the employee immediately prior to the termination of their employment.

(c) An employee whose position is declared by the Authority to have been abandoned due to unauthorized absence from duty for a period of one week or more is entitled to receive the payment referred to in 14.08 (a) and 14.08 (b) above, if the employee requests it in writing within six (6) months following the date upon which their position is declared abandoned.

(d) The rate of pay referred to in 14.08 (a), 14.08 (b), and 14.08 (c) above shall not include an acting rate of pay.

ARTICLE 15 - OTHER LEAVE WITH OR WITHOUT PAY

15.01 At its discretion, the Authority may grant:

- (a) Leave with pay when circumstances not directly related to the employee, including illness in the immediate family as defined in Article 15.03, prevent the employee from reporting for work or necessitates their leaving from work. Such leave will not be unreasonably withheld.
- (b) Leave with or without pay for purposes other than those specified in this Agreement.

15.02 Marriage Leave

After the completion of one year's continuous employment, an employee who gives the Authority at least five (5) days' notice, shall be granted five (5) days leave with pay for the purpose of getting married.

15.03 Bereavement Leave

For the purpose of this article and Article 15.05, immediate family is defined as the employee's father, mother (or alternatively step-father, step-mother, or foster parent), brother, sister, spouse (including common-law spouse resident with the employee), child (including child of common law spouse), step-child or ward of the employee, grandchild, father-in-law, mother-in-law, and relative permanently residing in the employee's household or with whom the employee permanently resides **or for whom the employee has a legal duty of care. Legal duty of care shall be defined as a Substitute Decision-Maker (SDM), Power of Attorney, or a Caregiver for an Infirm Dependant age 18 or older. The employee shall provide reasonable proof of legal duty of care to the Authority.**

- (a) Where a member of the employee's immediate family dies, they shall be entitled to special leave with pay for a period of up to **five (5) days; where four (4) days must be taken consecutively and one (1) day may be taken within the three (3) months following the completion of the last day of consecutive leave and may, in addition,** be granted up to three (3) days special leave for the purposes of travel.
- (b) In special circumstances and at the request of the employee, bereavement leave may be extended beyond the day following the completion of the **last** day in (a) but the total number of **additional** days granted must be consecutive and not be greater in number than those provided for above, and must include the day of the funeral where applicable.
- (c) An employee is entitled to two (2) day's bereavement leave with pay in the

event of the death of the employee's grandparent.

- (d) An employee is entitled to one (1) day's bereavement leave with pay in the event of the death of the employee's son-in-law, daughter-in-law, sister-in-law, brother-in-law, aunt or uncle.
- (e) If, during a period of compensatory leave, an employee is bereaved in circumstances under which he would have been eligible for bereavement leave under paragraphs (a), (b), (c), or (d) of this Article, they shall be granted bereavement leave and their compensatory leave credits shall be restored to the extent of any concurrent bereavement leave granted.

15.04 Leave for Birth or Adoption of Child

- (a) An employee shall be granted special leave with pay up to a maximum of two (2) days on the occasion of the birth of the employee's child or children.
- (b) An employee shall be granted two (2) day's leave with pay related to the adoption of their child.

15.05 Where leave is granted to an employee employed aboard a pilot boat whose spouse, child or parent, (father or mother) is seriously ill, and the vessel is out of the home port, the Authority shall pay the cost of return travel for the employee to their place of residence.

15.06 Court Leave

Leave of absence with pay shall be given to every 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) **to participate in the jury selection process; or**
- (c) by subpoena or summons or **similar instrument** to attend as a witness in any proceeding held:
 - (i) in or under the authority of a court of justice or before a grand jury;
 - (ii) before a court, judge, justice, magistrate, 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 their position;
 - (iv) before a legislative council, legislative assembly or house of assembly, or any committee thereof that is authorized by law to compel the attendance of witnesses before it; or

(vi) 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.

(d) Notwithstanding the above, leave with pay will not be granted to an employee for the purpose of personal or civil litigation against the Authority.

15.07

Injury-on-Duty Leave

(a) An employee shall be granted injury-on-duty leave with pay for such reasonable period as may be determined by the Authority where it is determined by a Provincial Workers' Compensation Board/Commission that they are unable to perform their duties because of:

- (i) personal injury accidentally received in the performance of their duties and not caused by the employee's wilful misconduct;
- (ii) sickness resulting from the nature of their employment; or
- (iii) over-exposure to radioactivity or other hazardous conditions in the course of their employment,

if the employee agrees to pay to the Authority any amount received by them for loss of wages in settlement of any claim they may have in respect of such injury, sickness or exposure.

(b) Where an injured employee is unable to return to their normal work resulting from (i), (ii) or (iii) above, the Authority will make every reasonable effort to provide alternative employment at no loss in wages.

15.08

Career Development Leave With or Without Pay

(a) Career development refers to an activity which is likely to be of assistance to the individual in furthering his career development and to the Authority in achieving its goals. The following activities shall be deemed to be part of career development:

- (i) a course given or required by the Employer;
- (ii) a course offered by a recognized academic institution;
- (iii) a seminar, convention or study session in a specialized field directly related to the employee's work.

(b) Upon written application by the employee, and with the approval of the Employer, career development leave with or without pay may be given for any one of the activities described in (a) above. The employee shall receive no

compensation under the Overtime and Travelling Time provisions of the relevant Collective Agreement during time spent on career development leave provided for in this article.

- (c) Employees on career development leave under section (a)(i) shall be reimbursed for all reasonable travel and other expenses incurred by them which the Employer may deem appropriate.
- (d) The Authority expects to receive at the end of the course, a satisfactory record of attendance and achievement from the academic institution giving the course. If such a record is not forthcoming, reimbursement of all relevant expenses may be denied.

15.09 Leave Without Pay

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.

15.10 Personnel Selection Leave

Where an employee participates in a personnel selection process for a position in the Authority the employee is entitled to leave with pay for the period during which the employee's presence is required for purposes of the selection process and for such further period as the Authority considers reasonable for the employee to travel to and from the place where their presence is so required.

15.11 Maternity-related reassignment and leave, maternity leave and parental leave

- a) **An employee who is pregnant or nursing may request that the employer temporarily modify her job duties or reassign her to another job, where reasonably practicable, if continuing any of her current duties may pose a risk to her health or that of the fetus or child. A physician's certificate indicating how long the risk is likely to last, and what activities or conditions should be avoided, is required.**
- b) An employee who has completed six (6) consecutive months of employment is entitled to maternity leave without pay for a period of seventeen (17) weeks beginning no earlier than eleven (11) weeks before the expected date of delivery and not later than the date of delivery. Where maternity leave is requested, the employee shall submit a medical certificate to the Employer certifying pregnancy. **Where the Employee is entitled to Employment Insurance Maternity Benefits, the employee shall advise the Authority if they are taking Standard parental benefits or extended parental benefits.**

- c) The employee must give at least four (4) weeks' notice in writing (unless there is a valid reason why such notice cannot be given) to the employer of the date the employee wishes to begin maternity leave and, at the same time, the employee shall indicate the date the employee will return to work.
- d) An employee who becomes a parent through the birth of a child or children, or through the placement of a child or children in the care of the employee for the purpose of adoption pursuant to the law of the Province, is entitled to parental leave without pay for a period of up to **sixty-three (63)** weeks upon giving at least four (4) weeks' notice in writing (unless there is a valid reason why such notice cannot be given) to the employer of the date the employee wishes to begin parental leave and, at the same time, the employee shall indicate the date the employee will return to work.
- e) Where an employee takes parental leave coupled with maternity leave, the parental leave must begin on the day following the termination of maternity leave and without the employee's returning to work. Except in special medical circumstances, the total combined maternity and parental leave shall not exceed **eighty-six (86)** weeks.
- f) Where an employee takes parental leave in the absence of maternity leave, the parental leave must begin on the date of acceptance of custody of a child by the employee.
- g) The leave of absence may only be taken during the **eighty-six (86)** week period beginning:
 - i. in the case of a new-born child of the employee, at the option of the employee, on the day the child is born or comes into the actual care of the employee;
 - ii. in the case of an adoption, on the day the child comes into the actual care of the employee.
- h)
 - i. The aggregate amount of leave that may be taken by two employees under this article in respect of the same birth or adoption shall not exceed **eighty-six (86)** weeks.
 - ii. The aggregate amount of leave that may be taken by one or two employees under this article in respect of the same birth shall not exceed **seventy-eight (78)** weeks.
- i) An employee shall provide the Employer with three (3) weeks' notice, in writing, of the employee's intention to return to work after maternity or

parental leave.

- j) Maternity and parental leave shall be counted as continuous employment for the purpose of determining service and seniority. Should the employer grant leave in excess of **seventy-eight (78) for employee taking maternity and parental leave or eighty-six (86) weeks for two employees under this article**, the employee shall not be credited with seniority or service for the excess period.
- k) During the period of maternity/parental leave, the Employer shall continue the cost sharing arrangement for the Public Service Health Care Plan. The employee shall be required to reimburse the Employer for the employee's share of the cost of the Public Service Health Care Plan.
- l) Upon return to work from such leave, the employee shall be placed in the employee's former position. If the former position no longer exists, Article 32 will apply.
- m) An employee who becomes pregnant shall be entitled, prior to the delivery, to use two (2) weeks of paid sick leave.
- n) **If the child is hospitalized during the employee's maternity or parental leave, the employee can request to have the leave interrupted. Also, while on parental leave, an employee may interrupt the leave in order to take other statutory leaves (except for purposes of annual training for reservist leave). The Employee is required to notify the Employer in writing with two (2) weeks' notice of such intention.**
- o) **If your child was born or placed with you for the purpose of adoption on or after March 17, 2019, and you share Employment Insurance parental benefits with another parent, you may be eligible for:**
 - 5 extra weeks of standard parental benefits, or
 - 8 extra weeks of extended parental benefits

15.12

Leave without Pay for Personal Needs

Leave without pay may be granted for personal needs in the following manner:

- (a) subject to operational requirements, leave without pay for a period of up to three (3) months will be granted to an employee for personal needs;
- (b) subject to operational requirements, leave without pay for more than three (3) months but not exceeding one (1) year will be granted to an employee for personal needs;

- (c)
 - (i) An employee is entitled to leave without pay for personal needs only once under each of (a) and (b) of this article during the employee's total period of employment in the Authority. Leave without pay granted under this article may not be used in combination with maternity, paternity or adoption leave without the consent of the Employer;
 - (ii) An employee must work for a minimum of twelve (12) months continuous employment between the periods of leave under (a) and (b)
 - (iii) Leave shall not be granted for the sole purpose of an employee obtaining alternate employment.
- (d) Leave without pay granted under (a) of this article shall be counted 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 not be counted for pay increment purposes.
- (d) leave without pay granted under (b) of this article shall be deducted from the calculation of "continuous employment" for the purpose of calculating severance pay and "service" for the purpose of calculating vacation leave for the employee involved. Time spent on such leave shall not be counted for pay increment purposes.
- (e) **Maternity-related reassignment and leave, maternity leave and parental leave may meet the eligibility requirements for employment insurance benefits under the Employment Insurance Act. For additional information, employees should visit the Service Canada website:**
<https://www.canada.ca/en/employment-social-development/services/labour-standards/reports.html>

15.13

The Employer agrees to apply the Canada Labour Code relating to the following types of leave without pay including: Compassionate Care Leave, Critical Illness Leave, Leave related to Death or Disappearance of Child or Children, and Reservist Leave.

Certain unpaid leaves of absence such as sick leave without pay, parental leave, compassionate care leave, leave related to critical illness of a child and leave related to death or disappearance of a child may meet the eligibility requirements for employment insurance benefits under the Employment Insurance Act. For additional information, employees should visit the Service Canada website:

<https://www.canada.ca/en/employment-social-development/services/labour-standards/reports.html>

a) Compassionate Care Leave

Every employee is entitled to and shall be granted a leave of absence without pay of up to twenty-eight (28) weeks to provide for the care and, or, support of a family member of the employee if a medical doctor or nurse practitioner issues a certificate indicating that the family member has a serious medical condition with a significant risk of death within twenty-six (26) weeks from:

- i. the day the certificate is issued; or**
- ii. if the leave was commenced before the certificate was issued, the day the leave was commenced.**

This leave of absence ends on the last day of the week in which either of the following occurs:

- i. the family member dies, or**
- ii. fifty-two (52) weeks following the date the certificate was issued**

The aggregate amount of leave that may be taken by two or more employees in respect of the care and, or, support of the same family member, shall not exceed twenty-eight (28) weeks within the fifty-two (52) week period.

In addition to the critical illness family members described below, the employee may also receive compassionate care benefits to care for a gravely ill person who considers the employee a “family-like” member.

b) Critical Illness Leave

Every employee who has completed six consecutive months of continuous employment with an employer, who is a family member of a critically ill child or adult, shall be granted up to 37 weeks of leave without pay to provide care or support to the child and up to 17 weeks of leave without pay to provide care and, or support to an adult, if a medical doctor or nurse practitioner has issued a certificate that:

- i. states that the child or adult is critically ill and requires the care and, or, support of one or more of their family members; and**
- ii. sets out the period during which the child or adult requires that care or support.**

If two or more children of an employee are critically ill, the employee is eligible for separate leaves of 37 weeks with respect to each affected child.

The period of leave begins on the first day of the week in which either of the following falls:

- i. the day on which the first certificate is issued in respect of the child or adult, as the case may be, or
- ii. if the leave begins before the day on which the certificate is issued, the day from which the medical doctor or nurse practitioner certifies that the child or adult, as the case may be, is critically ill.

The leave of absence would end on the last day of the week in which either of the following occurs:

- i. the child or adult, as the case may be, dies, or
- ii. fifty-two (52) weeks following the first day the certificate was issued.

Family Members for Compassionate Care and Critical Illness are defined in the Employment Insurance Act as follows:

Your family members	Family Member of your spouse or Common-law partner
Children	Children
Wife, husband, common-law partner	Father, mother (married or common law)
Father, mother	Father's wife, mother's husband
Father's wife, mother's husband	Common-law partner of the father or the mother of your spouse or common-law partner
Common-law partner of the father or the mother	Brothers, sisters, stepbrothers, stepsisters
Brothers, sisters, stepbrothers, stepsisters	Grandparents
Grandparents, step-grandparents	Grandchildren
Grandchildren, their spouses or common-law partners	Sons-in-law, daughters-in-law (married or common law)
Sons-in-law, daughters-in-law (married or common law)	uncles, aunts
Father-in-law, mother-in-law (married or common law)	nephews, nieces
Brothers-in-law, sisters-in-law (married or common law)	current or former foster parents
uncles, aunts, their spouses or common-law partners	current or former wards
Nephews, nieces, their spouses or common-law partners	
Current or former foster parents	
Current or former foster children, their	

spouses or common-law partners	
Current or former wards	
Current or former guardians, their spouses or common-law partners	

Note: A common-law partner is a person who has been living in a conjugal relationship with another person for at least a year.

c) **Leave Related to Death or Disappearance of child or Children**

Every employee who has complete six months of continuous employment and whose child is under 18 years of age and has disappeared or died as a result of a probable crime, shall be granted up to fifty-two (52) weeks of leave without pay in the case of a missing child, and up to one hundred and four (104) weeks of leave without pay if the child has died. An employee is not entitled to the leave of absence if the employee is charged with the crime or it is probable, considering the circumstances, that the child was a party to the crime.

If two or more children of an employee disappear or are murdered as a result of the same event, the employee is eligible for only one leave of fifty-two (52) or one hundred and four (104) weeks respectively. However, if two or more children of an employee disappear or are murdered as a result of different events, the employee will be eligible for separate leaves with respect to each affected child.

The leave of absence would begin on the day on which the death or disappearance occurs and would end, in the case of death one hundred and four (104) weeks after the day on which the death occurs, and in the case of a disappearance fifty-two (52) weeks after the day on which the disappearance occurs or 14 days after the day on which the child is found, if the child is found during the fifty-two (52) week period.

d) **Reservist Leave**

An employee shall be granted a leave of absence without pay from their civilian employment to take part in annual training or in certain military operations in Canada or abroad that are designated by the Minister of National Defence. This leave is also available if they are required to train or to report for duty under the National Defence Act.

e) In reference to (a)-(d) above:

- i. All reference to “who considers the employee a family member” to be defined as “family - like” per Service Canada definition. Employee will meet the definition and burden of proof per Service Canada and provide such evidence to the Authority to confirm “family-like” relationship.
- ii. Leave granted under this clause shall be counted for the calculation of ‘continuous employment’ for the purpose of calculating severance, pay increments and vacation leave providing the Employee has made a binding agreement with Pension Centre to remit pensionable contributions for their period of leave without pay under any of the above provisions of 15.13.
- iii. The Employer will continue to comply with any amendments to this legislation as dictated in the Code over the life of this agreement and such amendments shall be deemed to be a part of this Collective Agreement.

15.14 The Employer agrees to apply the Canada Labour Code relating to Domestic Violence Leave. The Employer recognizes that employees may face situations of violence or abuse, which may be physical, emotional, or psychological in their personal life that could affect their attendance and performance at work. **Employees experiencing domestic violence, and who have been employed for at least three (3) months, will be able to access up to forty (40) hours (equivalent to five (5) working days) of paid leave and up to five (5) working days of unpaid leave, which the employee may choose to take intermittently or in one continuous period.**

15.15 Family Responsibility Leave

- a) An employee will be entitled to three (3) working days of paid leave in a calendar year, after three (3) months of continuous employment, under the following circumstances:
 - i. Treating personal illness or injury;
 - ii. Carrying out responsibilities related to the health or care of any of their immediate family;
 - iii. Carrying out responsibilities related to the education of any of their immediate family who are under 18 years of age;
 - iv. Addressing urgent matter concerning themselves or their immediate family;
 - v. Attending their citizenship ceremony under the Citizenship Act; and
 - vi. Any other reason prescribed by Regulation.

- b) **Employees will be entitled to an additional two (2) days of unpaid personal leave, for a total of five (5) personal days, after three (3) months of continuous employment, for the purposes as listed in (a) above.**
- c) **Immediate family shall be defined as immediate family definition per Article 15.03**
- d) **Granting of Family Responsibility Leave**
 - i. **An employee is eligible for Family Responsibility Leave with pay when they are unable to perform their duties because of the circumstances provide in (a) and the employee satisfies the Authority of this condition in such a manner and at such time as may be determined by the Authority and the Employee has the necessary personal leave credits.**
- e) **Unless otherwise informed by the Authority, a written statement by the Employee describing the circumstances of their Family Responsibility Leave per the definition in (a) and stating that because of this circumstance they were unable to person their duties shall, when delivered to the Authority, be considered as meeting the requirements of this article.**
- f) **Family Responsibility Leave will not carry-over.**

ARTICLE 16 - SICK LEAVE (MEDICAL LEAVE)

For the purpose of this Article, fiscal year means the period 1st January to 31st December.

- 16.01 Credits - An employee shall earn sick leave credits at the rate of ten (10 hours) for each calendar month for which the employee receives pay for at least ten (10) days.
- 16.02 Granting of Sick Leave - An employee is eligible for sick leave with pay when they are unable to perform their duties because of illness or injury provided that:
 - (a) the employee satisfies the Authority of this condition in such a manner and at such time as may be determined by the Authority; and
 - (b) the employee has the necessary sick leave credits.
- 16.03 Unless otherwise informed by the Authority, a statement signed by the employee describing the nature of their illness or injury and stating that

because of this illness or injury they were unable to perform their duties shall, when delivered to the Authority, be considered as meeting the requirements of Article 16.02(a), if the period of leave requested does not exceed the following:

- (a) three (3) shifts, but no employee shall be granted more than seven (7) shifts sick leave in a fiscal year solely on the basis of statements signed by the employee. Periods of leave in excess of those stipulated above must be supported by a doctor's certificate.
- (b) Statements and doctor **or approved health care professionals'** certificates attesting to illness or injury shall **normally** be forwarded to the Authority within seven (7) calendar days of the employee returning to work from that illness or injury; otherwise, the leave may be deducted from vacation leave entitlements.

When, due to exceptional circumstances, **such** certificate cannot be provided within seven (7) calendar days, the Authority will be advised accordingly in writing prior to the expiration of the seven (7) day period.

- (c) When **such** certificates are required in accordance with this article, the Authority may request that they be submitted to the Authority prior to the employee's return to work.

- 16.04 (a) An employee is not eligible for sick leave with pay during any period in which the employee is on leave of absence without pay or under suspension.
- (b) If an employee becomes ill during a period of compensatory leave **or annual leave** and such illness is supported by a medical certificate, the employee shall be granted sick leave with pay, in accordance with Article 16.02 and their compensatory leave credits shall be restored to the extent of any concurrent sick leave granted.

- 16.05 Where an employee has insufficient or no credits to cover the granting of sick leave with pay under the provisions of Article 16.02, sick leave with pay may be granted:
 - (a) for a period of up to two hundred (200) hours if the employee is awaiting on a decision on an application for injury on duty leave, or
 - (b) for a period of up to one hundred twenty (120) hours if the employee has not submitted an application for injury on duty leave, subject to the deduction of such advanced leave from any sick leave credits subsequently earned.

- 16.06 When an employee is granted sick leave with pay and injury-on-duty leave is subsequently approved for the same period, it shall be considered, for the purpose of the record of sick leave credits, that the employee was not granted sick leave with

pay.

ARTICLE 17 - DESIGNATED PAID HOLIDAYS

17.01 The following days shall be designated paid holidays for employees:

- (a) New Year's Day,
- (b) Good Friday,
- (c) Easter Sunday,
- (d) Victoria Day
- (e) Canada Day,
- (f) Labour Day,
- (g) Thanksgiving Day
- (h) Remembrance Day
- (i) Christmas Day,
- (j) Boxing Day, and
- (k) one additional day in each year that, in the opinion of the Authority, is recognized to be provincial or civic holiday in the area in which the employee is employed or in any area where, in the opinion of the Authority, no such additional day is recognized as a provincial or civic holiday, the first Monday in August, and
- (l) an additional day when proclaimed by an Act of Parliament as a National Holiday.

17.02 Article 17.01 (Granting of Designated Paid Holidays) does not apply to an employee who is absent without pay on both the working day immediately preceding and the working day following the designated holiday, except in the case of an employee who

is granted leave without pay under the provision of Article 8 (Time Off for Representatives).

17.03 Holiday Falling on a Day of Rest

When a day designated as a holiday under Article 17.01 coincides with an employee's day of rest, the holiday shall be moved to the employee's first scheduled working day following their day of rest.

17.04 When a day designated as a holiday for an employee is moved to another day under the provisions of Article 17.03

- (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 is moved shall be considered as work performed on a holiday.

17.05 Compensation for Work on a Holiday

Where an employee works on a holiday, they shall be paid in addition to the pay they would have been granted, had the employee not worked on the holiday time and one-half (1 ½) for a maximum of twelve (12) hours.

17.06 Work on a holiday shall be compensated in cash except, upon request of an employee and with the approval of the Authority, it may be compensated in compensatory leave. Compensatory leave for work on a holiday shall be liquidated in accordance with Article 20.08.

17.07 Holiday coinciding with Day of Paid Leave

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

17.08 When an employee works on a holiday contiguous to a day of rest on which the employee also worked and received overtime, they shall be paid in addition to the pay the employee would have been granted, had the employee not worked on the holiday, double (2) time for hours worked on the holiday.

17.09 Religious Holy Days

- a) The Employer shall make every reasonable effort to accommodate an employee who requests time off to fulfil their religious obligations.
- b) Employees may, in accordance with the provisions of this Agreement, request

annual leave, compensatory leave, leave without pay for other reasons or a shift exchange (in the case of a shift worker) in order to fulfil their religious obligations.

- c) At the request of the employee and at the discretion of the Employer, time off with pay may be granted to the employee in order to fulfil their religious obligations. The number of hours with pay so granted must be made up hour for hour within a period of six (6) months, at times agreed to by the Employer. Hours worked as a result of time off granted under this article shall not be compensated nor should they result in any additional cost to the Employer.

An employee may exchange one of the Designated Paid Holidays listed in Article 17 for a requested day off with pay under this article.

ARTICLE 18 - SEVERANCE PAY

18.01 Lay-Off

- (a) An employee who has one year or more of continuous employment and who is laid off is entitled to be paid severance pay at time of lay-off.
- (b) On the first (1st) lay-off, for the first (1st) complete year of continuous employment two (2) weeks' pay; or three (3) weeks' pay for employees with ten (10) or more and less than twenty (20) years of continuous employment; or four (4) weeks' pay for employees for twenty (20) or more years of continuous employment; plus one (1) week's pay for each additional complete 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 three hundred and sixty-five (365). The total amount of severance which may be paid under this article shall not exceed twenty- eight (28) weeks' pay.
- (c) In the case of an employee who is laid off for a second or subsequent time, the amount of severance pay shall be one week's pay for each completed year of continuous employment, less any period in respect of which the employee was granted severance pay, retiring leave or a cash gratuity in lieu thereof by the Authority, but the total amount of severance pay which may be paid under this article shall not exceed twenty-seven (27) weeks' pay.
- (d) In no case shall the total amount of severance pay exceed twenty-eight (28) week's pay regardless of the number of times an employee is laid off.

18.02 Dismissal for Incapacity or Incompetence

- (a) When an employee has completed more than one (1) year of continuous employment and ceases to be employed by reason of termination for incapacity, the employee shall receive one (1) week's pay for each complete year of continuous employment to a maximum of twenty-eight (28) weeks' pay.
- (b) When an employee has completed more than ten (10) years of continuous employment and ceases to be employed by reason of termination for incompetence, the employee shall receive one (1) week's pay for each complete year of continuous employment to a maximum of twenty-eight (28) weeks' pay.

18.03 Death

Regardless of any other benefit payable, if an employee dies, there shall be paid to their estate an amount equal to the product obtained by multiplying his weekly rate of pay at the time of death by the number of completed years of the employee's continuous employment to a maximum of twenty-eight (28), less any period in respect of which the employee was granted severance pay, retiring leave or a cash gratuity in lieu thereof by the Authority.

18.04 Under no circumstances shall the maximum severance pay provided under each of the above articles be pyramided.

18.05 The weekly rate of pay referred to in the above Article shall be the weekly rate of pay to which the employee is entitled in accordance with Article 2.01(1)(2) of this Agreement and shall not include acting pay.

ARTICLE 19 - HOURS OF WORK

19.01 In accordance with the provisions of the Canada Labour Code regarding averaging and modifying hours of work the scheduled hours of work and days off for employees covered by this Collective Agreement shall be as follows:

a) Dispatchers

- i. The schedule shall be averaged over a fifty-six (56) day cycle resulting in employees working forty-two(42) hours per week and the employee shall be paid for forty (40) hours per week compensated at the straight-time (1X) rate and two (2) hours**

per week compensated at the time and one-half (1 1/2X) rate.

- ii. All scheduled duty shifts shall be for a twelve (12) hour duration.
- iii. Each repeating rotation pattern in the fifty-six 56 day cycle and as attached at Appendix "H" shall be as follows with D(Day)=0700-1900, N(Night) =1900-0700 and X=Off:
NN XXXX DD NN XXXX DD NN XXXX DD NN XXXX DD
NN XXXX DD NN XXXX DD NN XXXX DD

b) Deckhands

- i) The schedules shall be averaged over a twenty-eight (28) day cycle resulting in employees working forty-two(42) hours per week and the employee shall be paid for forty (40) hours per week compensated at the straight-time (1X) rate and two (2) hours per week compensated at the time and one-half (1 1/2X) rate.

- ii) For Saint John NB Deckhands all scheduled shifts shall be for a twelve (12) hour duration ;and , each repeating rotation pattern in the twenty-eight (28) day cycle and as attached at Appendix "H" shall be as follows with D(Day)=0700-1900 , N(Night) =1900-0700 and X=Off:
N XXXXX DD NN XXXXX DD NNN XXXX DDD N

- iii) For Halifax NS Deckhands all scheduled Day shifts are for a ten (10) hour duration and all Night scheduled shifts shall be for a fourteen (14) hour duration; and, each repeating rotation pattern in the twenty-eight (28) day cycle and as attached at Appendix "H" shall be as follows with D(Day)=0800-1800 , N(Night) =1800-0800 and X=Off:
XX DDD XX NN XXX DD XX NNN XX DD XXX NN.

- c) The Accounts Clerk Dispatcher is scheduled to work in accordance with Appendix "D".

19.02

If as a result of operational requirements or other reasons ,there is a need on the part of either Party to establish a new averaged and, or , modified schedule different than that specified in Clause 19.01 , such revised schedule shall be subject to mutual written agreement and ratification of the Parties in accordance with the averaging and, or, modifying provisions of the Canada Labour Code.

19.03 If as a result of operational requirements or other reasons, there is a desire on the part of either party to this Agreement to establish a duty schedule for employees of any pilot boat different to that specified in Article 19.01, such revised schedule shall be established jointly by the Authority and PSAC Representative.

19.04 With prior notification to the Authority, employees may exchange shifts if there is no increased cost to the Authority. The employee shall remain responsible for coverage of the original shift.

19.05 Pilot Boat Crew Book Offs
Pilot boat crews shall be entitled to book off in accordance with Marine Personnel Regulations of the Canada Shipping Act (2001), and as amended.

ARTICLE 20 - OVERTIME

20.01 (a) The two (2) hours worked in excess of the forty (40) hours per week averaged over the four (4) week or eight (8) week shift schedule shall be deemed to be overtime. For such overtime, the employee shall be paid at the rate of time and one-half (1 1/2).

(b) Except for (a) above, all overtime must be approved in advance by the Authority.

(c) Work on a Day of Rest – An employee who is required to work on a day of rest is entitled to compensation for each hour worked at the rate of time and one-half (1 1/2) their regular hourly rate of pay.

20.02 When a change of watch is scheduled to take place and the pilot boat is not at its berth due to the servicing of a vessel for pilotage, the amount of time by which this operation exceeds the normal watch shall be compensated at the overtime rate of time and one-half (1 1/2).

20.03 (a) Any work which appears to be necessary for the safety of the pilot boat passengers or crew shall be performed at any time on immediate call by all employees and notwithstanding any provisions of this Agreement which might be construed to the contrary, in no event shall overtime be paid for work performed in connection with such emergency duties.

(b) The Launchmaster may, whenever they deem it advisable, require any employee to participate in emergency drills without the payment of overtime.

- 20.04 (a) A deckhand who works three (3) or more hours overtime immediately following their scheduled hours of work shall be reimbursed their expenses for one meal in the amount of **eighteen (\$18) dollars**.
- (b) When a deckhand works overtime continuously extending four (4) hours or more beyond the period provided for in (a) above, shall be reimbursed for one additional meal in the amount **eighteen (\$18) dollars**.
- 20.05 General
The Authority shall avoid excessive overtime and will allocate overtime work on an equitable basis among readily available qualified employees.
- 20.06 Subject to Article 20.08, overtime shall be compensated in cash except, upon request of an employee and with the approval of the Authority, it may be compensated in equivalent leave with pay.
- 20.07 The Authority shall grant compensatory leave at times convenient to both the employee and the Authority. Reasonable effort shall be made to grant compensatory leave as requested by the employee, provided that such requests are submitted to the Authority, in writing at least three (3) working days prior to commencement of leave.
- 20.08 **Upon request of the employee** the Authority shall pay out compensatory leave accumulated under this agreement in excess of one hundred twenty (120) hours as at June 30th and eighty (80) hours as at December 31st of each year.
- 20.09 Compensation for overtime shall be processed through payroll no later than the end of the month following the receipt of a request from the employee.
- 20.10 Overtime worked between the ending of one Collective Agreement and the signing of a new Agreement shall be adjusted retroactively based on the new rates of pay.

ARTICLE 21 - CALL BACK PAY

- 21.01 When an employee is recalled to work overtime, they are entitled to the greater of:
- a) Compensation at the applicable overtime rate, or
 - b) Compensation equivalent to six (6) hours pat at the straight time rate for any time worked, provided that the period of overtime worked by the employee is not contiguous to the employee's scheduled shift.
- 21.02 When an employee is recalled to work overtime under the conditions **described in Article 21.01, and is required to use transportation services, they shall be compensated for transportation in accordance with the Authority's Relocation and Travel Directives for mileage in the case of travel by means of the**

employee's own automobile and, or, reimbursed for out of pocket expenses incurred by use of commercial means of transportation as may be approved by the Authority upon production of the appropriate receipts.

ARTICLE 22 - HEALTH AND WELFARE

- 22.01 The Authority agrees to make available to employees' coverage under the Public Service Health Care Plan, Dental Care Plan, and Disability Insurance Plan and to contribute to the cost of such coverage on the same basis as the Federal Government does in respect to its employees in the Public Service.
- 22.02 The employees covered by this Agreement shall be entitled to contribute to and to be eligible for all benefits provided under the *Public Service Superannuation Act*, Chapter P-36 of the Revised Statutes of Canada, 1970, together with any subsequent amendments thereto on the same basis as Public Servants.

ARTICLE 23 - LOSS OF CLOTHING OR PERSONAL EFFECTS

- 23.01 Where an employee suffers loss of clothing or personal effects because of a marine disaster, shipwreck, or work-related incident, the employee shall be reimbursed for the loss, up to a maximum of **eight hundred and fifty (\$850) dollars.**
- 23.02 An employee or their estate making a claim under this Article shall submit to the Authority reasonable proof of such loss and shall submit **a signed written statement listing the individual items and values claimed and shall have a signatory witness. Claims under this article should be made as soon as possible following the occurrence of the loss of clothing or personal effect and may not be made after three (3) months loss occurred.**

ARTICLE 24 - TRAVELLING

- 24.01 Where an Employee is required by the Authority to travel to and from their headquarters area, as normally defined by the Authority, the employee's method of travel shall be determined by the Authority and the employee shall be compensated for all such hours of travel, other than those spent at an intermediate or final destination, on the same basis as would apply had the employee been assigned to regular or overtime duty during such hours spent in travel.
- 24.02 An employee who is required to travel under the conditions set forth in Article 24.01 shall, as a minimum, be entitled to compensation for expenses incurred while in travel status in accordance with the provisions of the Authority's Travel Policy.

- 24.03 Effective the month following the signing of the Collective Agreement:
- a) The Authority agrees to provide Dispatchers with monthly parking in the Scotia Square facility, or
 - b) The Authority will reimburse Dispatchers for Metro Transit Bus or Access-a-Bus monthly passes, upon production of a receipt acceptable to the Authority.
 - c) **In the event that parking is not available to deckhands, due to a change in location of primary dock facilities, the APA agrees to provide an alternative parking solution or will reimburse Deckhands for Metro Transit Bus, Ferry or Access-a-Bus monthly passes, upon production of a receipt acceptable to the Authority.**

ARTICLE 25 - PAY

- 25.01 An employee is entitled to be paid for services rendered in accordance with:
- (a) the pay specified in Appendix "A" for the classification of the position to which the employee is appointed;
 - (b) Where an employee is assigned a classification and level for which no rate is stipulated in Appendix "A" or if during the time of this Agreement a new classification is established and implemented by the Authority, such rate shall be established jointly by the Authority and PSAC. Where necessary an interim temporary rate may be established by the Authority.
- 25.02 Where an employee is required to perform for a temporary period the duties of a higher position than one held by him for more than one (1) shift, the employee shall be paid acting pay during that temporary period calculated as if the employee had been appointed to the higher position from the first day.
- 25.03 Employees shall be paid by direct deposit every second Wednesday. If a pay day should coincide with a designated paid holiday, the employee shall be paid on the preceding work day.
- 25.04 Every pay statement, provided on paper or electronically, shall indicate gross salary, overtime pay, itemized deductions and net pay.

ARTICLE 26 - SAFETY AND HEALTH

- 26.01 The Authority shall have the right to have all marine personnel medically examined annually. Such examinations shall be by a physician designated by the Authority and

will be paid for by the Authority.

26.02 The Authority shall continue to make all reasonable provisions for the occupational safety and health of employees. The Authority will welcome suggestions on the subject from **PSAC** and the Parties undertake to consult with a view to adopting and expeditiously carrying out reasonable procedures and techniques designed or intended to prevent or reduce the risk of employment injury.

26.03

- a) The Authority will ensure that all premises and facilities provide for a safe, healthy and comfortable environment.
- b) Pilot Boats will be provided with kitchenette facilities including, where practicable, refrigerator, stove or microwave.

ARTICLE 27 - NO DISCRIMINATION/HARASSMENT

27.01 The Employer will continue to comply with any amendments to this legislation as dictated in the **Canadian Human Rights Act. Prohibited grounds per the Act shall be based on: race, national or ethnic origin, colour, religion, age, sex, sexual orientation, gender identity or expression, marital status, family status, genetic characteristics, disability or conviction for an offence for which a pardon has been granted or in respect of which a record suspension has been ordered.**

27.02 **PSAC** and the Authority recognize the right of employees to work in an environment free from sexual and personal harassment. The Authority agrees to establish a harassment policy and shall consult with **PSAC** on the policy and subsequent amendments thereto.

27.03

- a) **The PSAC and the Employer recognize the right of employees to work in an environment free from acts of violence. The provisions of the Canada Labour Code relating to violence in the workplace apply as indicated in the Code and its Regulations and the Employer undertakes to ensure the acts of violence will not be tolerated in the workplace.**
- b) **The Employer will continue to comply with any amendments to this legislation as dictated in the Code over the life of this agreement and such amendments shall be deemed to be a part of this Collective Agreement.**

ARTICLE 28 - GRIEVANCE PROCEDURE

28.01 Should an employee believe that their rights have been violated or should a grievance arise between the Authority and PSAC with respect to the administration or application of specific terms of this Agreement, every effort will be made to resolve the matter as expeditiously as possible in accordance with the following procedures.

28.02 Step 1

A grievance shall be submitted in writing to the **Director of Human Resources** concerned within twenty-five (25) working days of the alleged violation. The officer shall hear the details of the grievance within ten (10) working days of receipt and render a decision within five (5) working days thereafter.

28.03 Step 2

If the grievance is not resolved in a mutually satisfactory manner in accordance with Step 1, it may be referred within fifteen (15) working days to the officer concerned who shall hear the details of the grievance and render a decision within fifteen (15) working days of receipt.

The first level will normally be the **Director of Human Resources** The second level will normally be the **Chief Executive Officer (CEO)**.

28.04 Request for Delay

The Authority and PSAC will honour requests for reasonable delay in processing grievances, providing both Parties mutually agree to such delay. **The Authority and PSAC will honour requests for reasonable delay in processing grievances, providing both Parties mutually agree to such delay. Should either party miss a specified time limit beyond three (3) working days with no acknowledgement to the other party, then the grievance will be considered, if the offending Party is the Union, as having been withdrawn, or, if the offending Party is the Authority, as having been allowed and the requested corrective action granted. In either case this action will be considered without precedence and without prejudice.**

28.05 No Threats or Intimidation

No person acting on behalf of the employer shall seek by intimidation, by the threat of dismissal or by any other threat to cause an employee to abandon their grievance or refrain from exercising their right to present a grievance as provided in this Collective Agreement.

ARTICLE 29 - ARBITRATION

29.01 Where a difference arises between the Parties relating to the adjustment of a

grievance, PSAC may after exhausting the grievance procedure established in Article 28 notify the other party in writing within thirty (30) days of its intention to refer the matter to a Board of Arbitration and the name of its nominee to such a Board.

- 29.02 **Normally an Arbitration Board shall consist of a Chairperson who shall be jointly selected by the Parties however where it is mutually agreed a Board of Arbitration may be established pursuant to this Article and shall consist of one (1) member selected by the Authority and one (1) member selected by PSAC together with a third member who shall be the Chairperson and who shall be jointly selected by the other two members. If agreement cannot be reached as to the selection of a Chairperson, either party may then request the Federal Minister of Labour to appoint a Chairperson.**
- 29.03 The Arbitration Board 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.
- 29.04 Each party shall pay its own expenses and the expenses of its nominee and the Parties shall share equally the expenses and fees of the **Chairperson**.
- 29.05 An Arbitration Board shall have no power to alter, add to, subtract from, amend, modify or substitute any part of this Agreement.
- 29.06 **By mutual agreement, a single arbitrator may be asked to render a decision on a dispute in which case his fee and expenses shall be borne equally by the Parties.**

ARTICLE 30 - SENIORITY RIGHTS

- 30.01 (a) A seniority list of employees at Halifax and a seniority list of employees at Saint John shall be posted annually in January each year. Such lists shall include the names of employees covered by this Agreement and show their classification levels and seniority dates. Seniority shall be effective from the employee's date of appointment to a bargaining unit position, subject to Article 30.07.
- (b) Seniority rights are applicable only within the employee's location and classification.
- 30.02 An employee transferred or promoted to a position which, is excluded from the classification comprising the bargaining unit, shall in the event of the employee's subsequent return to the bargaining unit within twelve (12) months be reinstated on the seniority list as if they had remained in the bargaining unit. If such an employee returns to the bargaining unit after twelve (12) months following their transfer or

promotion, their seniority status shall be determined jointly by the Parties to the Agreement.

- 30.03 An employee who has been laid off shall retain their seniority status for a period of twelve (12) months. If recalled to service in a classification covered by this Agreement within twelve (12) months of date of lay-off, the employee shall be reinstated with seniority status held at time of lay-off.
- 30.04 An employee who resigns or is discharged shall forfeit all seniority rights under this Agreement.
- 30.05 Protests in regards to seniority status must be submitted in writing within 30 days of the publication of lists. When proof of error is presented by an employee or their representative, such error will be corrected, and when so corrected, the agreed upon seniority list shall be final.
- 30.06 When two (2) or more employees are employed on the same calendar date, a **drawing of name(s) in the presence of employees and Union will be applied.**
- 30.07 A new employee shall be on probation in the position for a period of six (6) months. If during the probationary period, including any extension, the Authority decides, in its opinion, that the employee does not possess the necessary capabilities to satisfactorily perform the full duties of the position, the Authority may terminate the employment of the probationary employee or may extend the probationary period for a further period not to exceed six (6) additional months.

Where the probationary period is to be extended beyond the initial six months, the employee shall be advised accordingly in writing. Upon successful completion of the probationary period, seniority will be retroactive to the date of appointment to the bargaining unit position. During the probationary period, an employee will have their performance discussed and reviewed with them on a regular basis.

ARTICLE 31 - APPOINTMENTS, PROMOTIONS AND TRANSFERS

- 31.01 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 days.
- 31.02 The Authority, when selecting an employee for appointment, promotion or transfer to a bulletined position, shall determine such appointment 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.
- 31.03 When it is determined that two or more applicants for a position possess the necessary qualifications as outlined in subsection (a) of Article 31.02, the employee with most seniority shall be selected for the appointment.
- 31.04 The name of the 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 **PSAC Local**.
- 31.05 An employee who is appointed, promoted or transferred to a position in accordance with Article 31.02 shall be on probation in the new position for a period of three 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 extended for a further period of time not exceeding three months or the employee reinstated in the position from which the employee was appointed, promoted or transferred. Where the probationary period is to be extended beyond the initial three months, the employee shall be advised accordingly in writing.
- 31.06 Where, as a result of action taken under Article 31.01 and 31.02, it is determined by the Authority that there are no employee applicants for a bulletined position, the Authority may then fill the vacancy by any other selection process.
- 31.07 (a) 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 months or less.
- (b) Where a position has become vacant as a result of resignation, retirement, or death, the Authority will make every effort to fill the position as soon as reasonably possible.
- (c) With respect to vacancies lasting longer than six months, the employer will make every effort to fill the position with a term appointment as soon as reasonably possible to cover the anticipated period. **A term appointment will be no greater than six months less a day. The term may renew at the discretion of the Authority, based on its operational needs, and must include a minimum of a five (5) working day break of service between appointments. The Authority will notify PSAC within seven (7) working days of the requirement for a term renewal and will include the start and end date of the term appointment.**
- 31.08 When, as a result of the implementation of any of the changes stated in Article 31.01, it is necessary to transfer an employee to another classification or location, the following provisions will govern such transfers:

- (a) The transfer shall not cause a reduction in the employee's salary;
- (b) All transfers shall be subject to the provisions of the Atlantic Pilotage Authority's Removal Expense Directives.

ARTICLE 32 - JOB SECURITY, LAY-OFF AND RECALL TO SERVICE

- 32.01 The Authority reserves the right to lay-off employees on minimum notice of four (4) months where employee positions have become redundant, subject to the proviso that an employee who agrees to be reassigned, retrained or relocated to another vacant position in an appropriate classification within the Authority will not be laid off.
- 32.02 The Authority will continue past practice in giving all reasonable consideration to continued employment in the Authority of employees who would otherwise become redundant because work is contracted out. In the event of contracting out the Authority will make every effort to ensure that the contractor continues to employ existing employees.
- 32.03
 - (a) When an employee is laid off and there are no other provisions at the same classification level or higher to which the employee may be transferred, the Authority shall, on written request of the employee, permit the employee to take an accelerated lay-off in which case the provisions of Article 18.01 (b) & (c) as applicable will apply.
 - (b) An employee who takes an accelerated lay off pursuant to (a) above shall be deemed to have severed employment and, notwithstanding the provisions of this article, shall have forfeited all recall and reemployment rights under this agreement.
- 32.04
 - (a) Subject to Articles 32.01 and 32.02, where an employee is to be laid off, the Authority shall lay-off the employee lowest on the seniority list for the individual area in which the employee works in the classification level in which the lay-off occurs provided that these employees remaining possess the necessary qualifications to satisfactorily perform the work to be done.
 - (b) Seniority is as set out in Article 30.01.
- 32.05 An employee who is to be laid off shall be given a minimum of four (4) months' notice in writing.
- 32.06 An employee who has been laid off shall be placed on a lay-off list in order of seniority and by classification and their name shall remain thereon for twelve (12) months.

- 32.07 (a) Within one (1) year of lay-off date, where the Authority has a job opening in the classification 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.
- (b) If after one year from date of lay-off the employee is not recalled to work pursuant to Article 32.07 (a) and the employee elects to receive severance pay in accordance with Article 18.01 (b) & (c) the employee shall be deemed to have severed employment and, notwithstanding the provisions of Article 32, shall have forfeited all recall and reemployment rights under this agreement.

ARTICLE 33 - EMPLOYEE PERFORMANCE REVIEW AND EMPLOYEE FILES

- 33.01 The purpose of a performance review conducted with an employee is to discuss the employees' performance in relation to the required duties of the position. A performance review is not disciplinary and solely intended to be developmental in nature. An appraisal will include discussions of strengths, opportunity areas for improved performance, including training requirement, and goals. Appraisals are intended to be conducted annually.
- 33.02 When, as a result of such a review of an employee's performance, a written document is placed on the employee's personnel file, the employee concerned shall be given an opportunity to sign the review form in question to indicate only that its contents have been read and explained. The employee may provide any comments to be included with the Performance review. A senior member of management shall review, amend and, or, approve performance appraisals. A copy of the completed and signed performance appraisal shall then be provided to the employee.
- 33.03 An employee shall have the right to challenge, through the grievance procedure, the content of any document placed on their personnel files with the exception of formal performance review which shall not be utilized for disciplinary measures.
- 33.04 The Authority agrees not to introduce as evidence in the case of promotional opportunities or disciplinary hearings, 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.
- 33.05 The Authority shall not disclose personal information, other than that required under this collective agreement or required for pay and benefits administration, without prior consent of the employee concerned. The Employer will adhere to all relevant provisions of the *Personal Information Protection and Electronic Documents Act*.

33.06 The employee shall have the right to peruse their personnel file once a year in the presence of the Human Resource Personnel and, if the employee so requests, in the presence of an Alliance Representative.

33.07 The Authority shall ensure that the employee's personnel file is kept confidential. No information which is detrimental to an employee's career (e.g. administrative notes) shall be placed on the employee's personnel file without the employee's knowledge of the details involved.

ARTICLE 34 – DISCIPLINE

34.01 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 of at the time of filing or within a reasonable period thereafter.

34.02 Any disciplinary action recorded in an employee's personnel file shall be destroyed in the presence of the employee after a lapse of two years following the date on which the disciplinary action occurred provided no similar or related disciplinary action has been recorded during the two year period referred to above, and the disciplinary action shall be disregarded in any disciplinary process after such two year lapse.

34.03 The Authority has no jurisdiction over an employee's private life and has no right to take disciplinary action for his behaviour when off-duty except for:

- (a) any act that could bring the Authority into disrepute;
- (b) an indictable offence.

34.04 In order of severity, the types of disciplinary action **to be considered for just, reasonable and sufficient cause** shall be:

- a) **Oral reprimand;**
- b) Written reprimand;
- c) Suspension;
- d) Dismissal.

34.05 Except in the case of oral reprimand, the Authority shall provide an employee with a written record of any disciplinary action taken against the employee, and such written record shall include the reason for the disciplinary action taken against the employee. A copy of such written record shall, at the employee's request, be forwarded under confidential cover to **PSAC**.

ARTICLE 35 - PUBLIC SERVICE ACTS, REGULATIONS AND DIRECTIVES

- 35.01 The Authority's Relocation and Travel Directives shall become a term of condition of employment as if their provisions were contained in this Agreement.

ARTICLE 36 - STATEMENT OF DUTIES

- 36.01 The Authority shall, on appointment to a position or upon written request of an employee, provide the employee with a copy of their position description.
- 36.02 Where the Authority elects to enlarge the duties **and, or**, responsibilities of a position, it shall, before assigning such duties, provide the employee with a written statement of the re-defined duties applicable to the position.

ARTICLE 37 - WEARING APPAREL

37.01 Uniforms- Deckhands

- (a) The Authority will reimburse Deckhands for work clothing purchased, up to a maximum of **five hundred and fifty (\$550) dollars** plus applicable taxes, in each year of the agreement upon production of receipts acceptable to the Authority. An acceptable receipt is from a recognized wholesale or retail clothing store which itemizes the clothing purchased.
- (b) Deckhands shall wear the appropriate clothing purchased while on duty.
- (c) Upon presentation of clothing purchased by the employee under this clause, the Authority shall embroider the company insignia at no cost to the employee.

37.02 Safety Apparel

The following items shall be provided to Deckhands every two (2) years or as conditions warrant:

- (1) One (1) Transport Canada Approved flotation coat (flame orange or red) or inflatable PFD.
- (2) One (1) pair of C.S.A. approved safety footwear suitable for wear on duty.

The Authority will reimburse Deckhands **yearly** to a maximum of **one hundred and fifty (\$150) dollars (or three hundred (\$300) dollars every two years)**, plus applicable taxes for C.S.A. approved Safety Footwear. Receipt from the supplier along with the C.S.A. approved tag must be submitted for reimbursement.

- (3) One (1) raingear (High visibility as defined by ANSI or equivalent)

One (1) pair C.S.A. approved rubber boots.

- (4) **The Authority will provide Deckhands with C.S.A approved safety sunglasses of the Authority's selection upon request from the employee.**

37.03 Thermal Coveralls

The Authority will provide one pair of thermal coveralls, if required, and on production of the worn-out set, to each deckhand during the life of this Agreement.

The APA reserves the right to examine the various styles of coverall on the market to determine which product is best suited for our needs. Deckhands may be required to test the various designs under work conditions and provide feedback on them.

37.04 Deckhands shall wear the appropriate working clothing while on duty. Deckhands must wear C.S.A. safety footwear and Transport Canada approved flotation coats or inflatable PFD while on duty.

37.05 **Wearing Apparel- Dispatchers, Accounts Clerk Dispatcher**

- (a) Each Dispatcher will be reimbursed annually to a maximum of **three hundred and eighty (\$380.00) dollars**, plus applicable taxes, upon production of receipts, for the purchase of wearing apparel. The colour and style will be decided by the Authority on the recommendation of the shop steward. **Dispatchers and Accounts Clerk Dispatcher will be reimbursed for appropriate anti-glare eyewear under this clothing allowance.**
- (b) Dispatchers shall wear the designated clothing while on duty during the Authority's normal business hours.

ARTICLE 38 - JOINT CONSULTATION

38.01 The Parties acknowledge the mutual benefits to be derived from joint consultation. The Parties agree to meet within six months of the signing of this agreement to consult on matters of common interest, an annual thereafter, or as mutually agreed between the employer and local representative. The Parties shall consist of two Union members and two management members.

ARTICLE 39 - AGREEMENT REOPENER

39.01 This Agreement, other than its duration may be amended by mutual consent of the **PSAC** as Bargaining Agent and the Authority as the Employer.

ARTICLE 40 - DURATION AND RENEWAL

40.01 The duration of this Agreement shall be from January 1, **2019** to December 31, **2022**.

40.02

Unless expressly stipulated, the provisions of this Agreement shall become effective on the date this Agreement is **Ratified**.

APPENDIX "A"- ANNUAL RATES OF PAY

APPENDIX "A"- ANNUAL RATES OF PAY

DECKHANDS, DISPATCHER, ACCOUNTS CLERK DISPATCHER		Up to 1 year	1-2 years	2-4 years	Over 4 years	Over 8 years	Over 10 years	Over 12 years	Over 15 years
	%	Category 1	Category 2	Category 3	Category 4	Category 5	Category 6	Category 7	Category 8
(a) Salary as of December 31, 2018		\$50,969	\$52,091	\$53,239	\$54,412	\$55,613	\$56,848	\$58,095	\$59,342
(b) Economic Adjustment Jan 1, 2019		\$52,219	\$53,341	\$54,489	\$55,662	\$56,863	\$58,098	\$59,345	\$60,592
Effective January 1, 2019	1.75%	\$53,132	\$54,275	\$55,443	\$56,636	\$57,858	\$59,115	\$60,383	\$61,652
Effective January 1, 2020	2.25%	\$54,328	\$55,496	\$56,690	\$57,911	\$59,159	\$60,445	\$61,742	\$63,040
Effective January 1, 2021	2.50%	\$55,686	\$56,883	\$58,107	\$59,358	\$60,638	\$61,956	\$63,285	\$64,616
Effective January 1, 2022	3.00%	\$57,357	\$58,590	\$59,850	\$61,139	\$62,458	\$63,815	\$65,184	\$66,554

Notes:

Wages will be retroactive to January 1st, 2019.

Compensatory pay paid out previous to the date of signing of this agreement will not be retroactively adjusted

Expiry December 31st, 2022

APPENDIX "B" MEMORANDUM OF AGREEMENT BETWEEN APA AND PSAC

1. The Deckhands agree that their entire duty period will be spent on the vessel.
2. The only exception to 1 above will be travel to obtain supplies or parts necessary for the safe operation of the pilot boat. In this event, under the direction of the Launchmaster, one member of the crew must remain at the workplace. The Launchmaster and/or Deckhand shall advise Dispatch of the departure and return of the Deckhand.
3. The Authority agrees to provide cellular telephones for the Deckhand on duty.
4. These cellular telephones must be carried by Deckhands at all times during their period on duty. Deckhands are responsible for the safe-keeping of these telephones and they must be used only for Authority business.
5. The cellular telephone will be handed over to the relieving Deckhand at the normal shift change times.
6. The Launchmaster is responsible for ensuring that one member of the crew is on board while non-APA representatives are carrying out repairs, maintenance, or installing new equipment on the pilot boat at the berth. The Deckhand will provide this coverage when directed by the Launchmaster.

APPENDIX "C" - MEMORANDUM OF AGREEMENT RE: SOCIAL JUSTICE FUND

The Atlantic Pilotage Authority agrees to a one-time payment of **three hundred and twenty-five (\$325.00)** to the **PSAC Social Justice Fund**.

APPENDIX "D" MEMORANDUM OF AGREEMENT RE: ACCOUNTS CLERK DISPATCHER

A Dispatcher designated by the Authority to work the Accounts Clerk Dispatcher position on an indeterminate basis shall be covered by the collective agreement, except as follows:

Article 17 Designated Paid Holidays

17.03 Holiday Falling on a Day of Rest

When a day designated as a holiday under Article 17.01 falls on Saturday or Sunday, the Monday following shall be the designated holiday.

17.05 An employee who works on a holiday shall be paid, in addition to the regular eight hours holiday pay, time and one half (1 ½) for each hour worked.

Article 19 Hours of Work

19.01

a) The normal hours of work shall be eight (8) hours per day, forty (40) hours per week, Monday to Friday.

b) The weekly and daily hours of work may be changed by the Authority, following meaningful consultation with the **PSAC**, provided the normal weekly hours remain unchanged.

(c) Notwithstanding anything to the contrary contained in this Agreement, the implementation of any variation in hours shall not result in any additional overtime work or additional payment by reason only of such variation nor shall it be deemed to prohibit the right of the Authority to schedule any hours of work permitted by the terms of this Agreement.

Article 20 Overtime

20.01 (a) All hours worked in excess of the normal weekly hours of work shall be considered overtime and paid at the rate of one and half times (1 ½) the regular hourly rate.

(b) All overtime must be approved in advance by the Authority.

(c) Overtime on the employee's second or subsequent day of rest is entitled to compensation at the double (2) time rate. Second or subsequent day of rest means the second or subsequent day in an unbroken series of consecutive and contiguous days of rest.

20.02 (a) An employee who works three (3) or more hours overtime immediately following their scheduled hours of work shall be reimbursed their expenses for one meal in the amount of **eighteen (18) dollars**.

- (a) When an employee works overtime continuously extending four (4) hours or more beyond the period provided for in (a) above, shall be reimbursed for one additional meal in the amount of **eighteen (18) dollars**.
- (b) Reasonable time with pay, to be determined by the Authority, shall be allowed to the employee in order that the employee may take a meal break at or adjacent to their place of work.

APPENDIX "E" - MEMORANDUM OF AGREEMENT RE: FITNESS

The APA agrees to pay for a fitness membership to a recognized fitness, recreation, or sports club up to fifty percent (50%) of cost, to a maximum of **three hundred and twenty-five (\$325.00)** dollars per annum, upon production of suitable receipts.

APPENDIX "F" - RECOGNITION

Canada
Labour
Relations
Board

Board File: 530-359

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IN THE MATTER OF THE

Canada Labour Code

- and -

Public Service Alliance of Canada,

- and -

Atlantic Pilotage Authority,
Halifax, N.S.,

joint applicants.

WHEREAS the Canada Labour Relations Board by Order dated July 26, 1977, certified the Public Service Alliance of Canada as the bargaining agent for a unit of employees of Atlantic Pilotage Authority comprising:

"office employees, and pilot boat crews, excluding the chairman, regional director of operations, secretary treasurer, administrative assistant, engineering officer pilot boats, office manager, secretary to the chairman, secretary to the regional director of operations, district managers, senior launchmasters, ships officers, and pilots";

AND WHEREAS, the Canada Labour Relations Board has received from the Public Service Alliance of Canada and the Atlantic Pilotage Authority, Halifax, N.S., joint applicants, an application for review pursuant to Section 119 of the Canada Labour Code (Part V - Industrial Relations) seeking to update the present bargaining unit description;

AND WHEREAS the Board has found it appropriate to update the present bargaining unit description;

NOW, THEREFORE, it is hereby ordered by the Canada Labour Relations Board that the description of the bargaining unit in the said Order of Certification be deleted and the following substituted therefor:

"office employees and pilot boat crews, excluding the chairman, director of operations, treasurer, corporate secretary, administrative assistant, personnel manager, personnel clerk, engineering officer, pilot boats, office manager, secretary to the director of operations, district managers, launchmasters, and pilots".

ISSUED at Ottawa, this 20th day of September 1977
by the Canada Labour Relations Board.



James E. Dousey
James E. Dousey
Vice-Chairman

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APPENDIX "G" – DOMESTIC VIOLENCE LEAVE- UNION ADVOCATE

As Federal legislation dealing with Domestic Violence Leave comes into force, the Parties shall meet forthwith to ensure compliance and to establish the role of Union Advocates available to employees who are victim of such violence.

**APPENDIX "H" – HOURS OF WORK
DISPATCHER & ACCOUNTS CLERK DISPATCHER**

DATE	SAT	SUN	MON	TUE 1	WED 2	THU 3	FRI 4	SAT 5	SUN 6	MON 7	TUE 8	WED 9	THU 10	FRI 11
Dispatcher 1				D	N	N	X	X	X	X	D	D	N	N
Dispatcher 2				X	D	D	N	N	X	X	X	X	D	D
Dispatcher 3				X	X	X	D	D	N	N	X	X	X	X
Dispatcher 4				N	X	X	X	X	D	D	N	N	X	X
Accounts Clerk Dispatcher (0700-1530)				D	D	D	D	X	X	D	D	D	D	D

DATE	SAT 12	SUN 13	MON 14	TUE 15	WED 16	THU 17	FRI 18	SAT 19	SUN 20	MON 21	TUE 22	WED 23	THU 24	FRI 25
Dispatcher 1	X	X	X	X	D	D	N	N	X	X	X	X	D	D
Dispatcher 2	N	N	X	X	X	X	D	D	N	N	X	X	X	X
Dispatcher 3	D	D	N	N	X	X	X	X	D	D	N	N	X	X
Dispatcher 4	X	X	D	D	N	N	X	X	X	X	D	D	N	N
Accounts Clerk Dispatcher (0700-1530)	X	X	D	D	D	D	D	X	X	D	D	D	D	D

MONTH DATE	SAT 26	SUN 27	MON 28	TUE 29	WED 30	THU 31	FRI	SAT	SUN	MON	TUE	WED	THU	FRI
Dispatcher 1	N	N	X	X	X	X								
Dispatcher 2	D	D	N	N	X	X								
Dispatcher 3	X	X	D	D	N	N								
Dispatcher 4	X	X	X	X	D	D								
Accounts Clerk Dispatcher (0700-1530)	X	X	D	D	D	D								

DATE	SAT	SUN	MON	TUE	WED	THU	FRI 1	SAT 2	SUN 3	MON 4	TUE 5	WED 6	THU 7	FRI 8
Dispatcher 1							D	D	N	N	X	X	X	X
Dispatcher 2							X	X	D	D	N	N	X	X
Dispatcher 3							X	X	X	X	D	D	N	N
Dispatcher 4							N	N	X	X	X	X	D	D
Accounts Clerk Dispatcher (0700-1530)							D	X	X	D	D	D	D	D

DATE	SAT 9	SUN 10	MON 11	TUE 12	WED 13	THU 14	FRI 15	SAT 16	SUN 17	MON 18	TUE 19	WED 20	THU 21	FRI 22
Dispatcher 1	D	D	N	N	X	X	X	X	D	D	N	N	X	X
Dispatcher 2	X	X	D	D	N	N	X	X	X	X	D	D	N	N
Dispatcher 3	X	X	X	X	D	D	N	N	X	X	X	X	D	D
Dispatcher 4	N	N	X	X	X	X	D	D	N	N	X	X	X	X
Accounts Clerk Dispatcher (0700-1530)	X	X	D	D	D	D	D	X	X	D	D	D	D	D

MONTH DATE	SAT 23	SUN 24	MON 25	TUE 26	WED 27	THU 28	FRI	SAT	SUN	MON	TUE	WED	THU	FRI
Dispatcher 1	X	X	D	D	N	N								
Dispatcher 2	X	X	X	X	D	D								
Dispatcher 3	N	N	X	X	X	X								
Dispatcher 4	D	D	N	N	X	X								
Accounts Clerk Dispatcher (0700-1530)	X	X	D	D	D	D								

DECKHAND

Saint John, NB

	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun
	1	2	3	4	5	6	7	8	9	10	11	12	13	14
Crew Team 1	DAY	DAY	EVE	EVE	OFF	OFF	OFF	OFF	OFF	DAY	DAY	EVE	EVE	EVE
Crew Team 2	EVE	EVE	OFF	OFF	OFF	OFF	OFF	DAY	DAY	EVE	EVE	OFF	OFF	OFF
Crew Team 3	OFF	OFF	OFF	OFF	DAY	DAY	DAY	EVE	EVE	OFF	OFF	OFF	OFF	OFF
Crew Team 4	OFF	OFF	DAY	DAY	EVE	EVE	EVE	OFF	OFF	OFF	OFF	DAY	DAY	DAY
	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun
	15	16	17	18	19	20	21	22	23	24	25	26	27	28
Crew Team 1	OFF	OFF	OFF	OFF	DAY	DAY	DAY	EVE	EVE	OFF	OFF	OFF	OFF	OFF
Crew Team 2	OFF	OFF	DAY	DAY	EVE	EVE	EVE	OFF	OFF	OFF	OFF	DAY	DAY	DAY
Crew Team 3	DAY	DAY	EVE	EVE	OFF	OFF	OFF	OFF	OFF	DAY	DAY	EVE	EVE	EVE
Crew Team 4	EVE	EVE	OFF	OFF	OFF	OFF	OFF	DAY	DAY	EVE	EVE	OFF	OFF	OFF
	Mon	Tue												
	29	30												
Crew Team 1	DAY	DAY												
Crew Team 2	EVE	EVE												
Crew Team 3	OFF	OFF												
Crew Team 4	OFF	OFF												

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	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed
	1	2	3	4	5	6	7	8	9	10	11	12	13	14
Crew Team 1	OFF	EVE	EVE	EVE	OFF	OFF	DAY	DAY	OFF	OFF	OFF	EVE	EVE	OFF
Crew Team 2	OFF	DAY	DAY	DAY	OFF	OFF	EVE	EVE	OFF	OFF	OFF	DAY	DAY	OFF
Crew Team 3	EVE	OFF	OFF	OFF	DAY	DAY	OFF	OFF	EVE	EVE	EVE	OFF	OFF	DAY
Crew Team 4	DAY	OFF	OFF	OFF	EVE	EVE	OFF	OFF	DAY	DAY	DAY	OFF	OFF	EVE
	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed
	15	16	17	18	19	20	21	22	23	24	25	26	27	28
Crew Team 1	OFF	DAY	DAY	DAY	OFF	OFF	EVE	EVE	OFF	OFF	OFF	DAY	DAY	OFF
Crew Team 2	OFF	EVE	EVE	EVE	OFF	OFF	DAY	DAY	OFF	OFF	OFF	EVE	EVE	OFF
Crew Team 3	DAY	OFF	OFF	OFF	EVE	EVE	OFF	OFF	DAY	DAY	DAY	OFF	OFF	EVE
Crew Team 4	EVE	OFF	OFF	OFF	DAY	DAY	OFF	OFF	EVE	EVE	EVE	OFF	OFF	DAY
	Thu	Fri	Sat											
	29	30	31											
Crew Team 1	OFF	EVE	EVE											
Crew Team 2	OFF	DAY	DAY											
Crew Team 3	EVE	OFF	OFF											
Crew Team 4	DAY	OFF	OFF											

	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat
	1	2	3	4	5	6	7	8	9	10	11	12	13	14
Crew Team 1	EVE	OFF	OFF	DAY	DAY	OFF	OFF	OFF	EVE	EVE	OFF	OFF	DAY	DAY
Crew Team 2	DAY	OFF	OFF	EVE	EVE	OFF	OFF	OFF	DAY	DAY	OFF	OFF	EVE	EVE
Crew Team 3	OFF	DAY	DAY	OFF	OFF	EVE	EVE	EVE	OFF	OFF	DAY	DAY	OFF	OFF
Crew Team 4	OFF	EVE	EVE	OFF	OFF	DAY	DAY	DAY	OFF	OFF	EVE	EVE	OFF	OFF
	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat
	15	16	17	18	19	20	21	22	23	24	25	26	27	28
Crew Team 1	DAY	OFF	OFF	EVE	EVE	OFF	OFF	OFF	DAY	DAY	OFF	OFF	EVE	EVE
Crew Team 2	EVE	OFF	OFF	DAY	DAY	OFF	OFF	OFF	EVE	EVE	OFF	OFF	DAY	DAY
Crew Team 3	OFF	EVE	EVE	OFF	OFF	DAY	DAY	DAY	OFF	OFF	EVE	EVE	OFF	OFF
Crew Team 4	OFF	DAY	DAY	OFF	OFF	EVE	EVE	EVE	OFF	OFF	DAY	DAY	OFF	OFF
	Sun	Mon												
	29	30												
Crew Team 1	EVE	OFF												
Crew Team 2	DAY	OFF												
Crew Team 3	OFF	DAY												
Crew Team 4	OFF	EVE												

SIGNING PAGE

SIGNED at Halifax, Nova Scotia, this 29th day of May, 2019

Atlantic Pilotage Authority









The Public Service Alliance of Canada






