

COLLECTIVE AGREEMENT

between

THE ATLANTIC PILOTAGE AUTHORITY

and

THE CANADIAN MERCHANT SERVICE GUILD

LAUNCHMASTERS

January 1, 2016 - December 31, 2020

03268 (11)

This **AGREEMENT** made at Halifax, Nova Scotia,
On July , 2016

BETWEEN:

The **ATLANTIC PILOTAGE AUTHORITY**, a Corporation established pursuant to Section 3 of the **Pilotage Act**, Statutes of Canada 1970-71, Chapter 52, hereinafter called the "**Authority**", and represented herein by the Chairman of the said Authority,

OF THE FIRST PART

AND:

The **CANADIAN MERCHANT SERVICE GUILD**, a corporation established by the Special Act of Parliament assented to on the 6th of June, 1919, hereinafter called the "**Guild**", and represented herein by the Executive President of the said Guild and a Representative Launchmaster

OF THE SECOND PART

Governing rates of pay and working conditions applicable to Launchmasters, excluding unlicensed personnel, enumerated herein employed on Pilot Boats at Halifax and Saint John.

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**ARTICLE 1
PURPOSE OF AGREEMENT**

- 1.01 The purpose of this agreement is to maintain harmonious and mutually beneficial relationships between the Employer, the Launchmasters and the Guild, to set forth certain terms and conditions of employment relating to remuneration, hours of work, employee benefits and general working conditions affecting Launchmasters covered by this Agreement and to ensure that all reasonable measures are provided for the safety and occupational health of the Launchmasters.
- 1.02 A Launchmaster employed by the Authority who is not a Guild member shall, as a condition of employment, apply for membership with the Guild within thirty (30) days of taking employment with the Authority.

**ARTICLE 2
INTERPRETATIONS AND DEFINITIONS**

- 2.01 For the purpose of this Agreement:
- (a) "Authority" means the Atlantic Pilotage Authority as established pursuant to section 3 of the Pilotage Act;
 - (b) "Bargaining Unit" means the Launchmasters of the Employer in the Pilot Boats in Halifax, Saint John or any other Port in the Maritimes;
 - (c) "Continuous Employment" means employment with the Atlantic Pilotage Authority, which has not been interrupted for a period of three months or more;
 - (d) "Daily Rate of Pay" means a Launchmaster's weekly rate of pay divided by five (5);
 - (e) "Day of Rest" in relation to a Launchmaster means a twenty-four (24) hour period during which that Launchmaster is not ordinarily required to perform the duties of his position other than by reason of his being on leave, absent from duty without permission or by reason of that day being a holiday and commences at regular crew change time;
 - (f) "Designated Paid Holiday" means the twenty-four (24) hour period commencing at regular crew change time on a day designated as a paid holiday in this Agreement;
 - (g) "Employer" means the Atlantic Pilotage Authority.

- (h) "Guild" means the Canadian Merchant Service Guild;
- (i) "Hourly Rate or Straight Time Rate" means the Launch master's annual rate of pay set out in Schedule "A" divided by 2087.04.
- (j) "Launchmaster" means an employee employed by the Authority as Master of Pilot Boats at Halifax and Saint John or any other Port in the Maritimes.
- (k) "Lay-off" means the termination of a Launchmaster's employment due to a lack of work or the discontinuance of a function or operation within the Authority but does not include the transfer of a Launchmaster from the Authority to a Federal Government Department;
- (l) "Leave" means authorized absence from duty by a Launchmaster during his regular or normal hours of work;
- (m) "Membership Dues" means the dues established pursuant to the constitution of the Guild as the dues payable by its members as a consequence of their membership in the Guild, and shall not include any initiation fee, or special levy;
- (n) "Remuneration" means pay;
- (o) "Vessel" means a pilot boat owned or operated by the Authority, unless the context otherwise refers;
- (p) "Weekly Rate of Pay" means a Launchmaster's annual rate of pay divided by 52.176.

2.02 In this agreement, words importing male persons include female persons and words in the singular include the plural and words in the plural include the singular.

ARTICLE 3 APPLICATION

3.01 The provisions of this Agreement apply to the Guild, Launchmasters and the Authority.

3.02 (a) Nothing in this agreement shall be construed as to render null and void the obligations of the signatories under the provisions of the Pilotage Act, Canada Shipping Act, Canada Labour Code, Canadian Marine Act or other Federal Government legislation or Regulations.

(b) In the event that any law passed by Parliament, applying to Employees covered by this Agreement, renders null and void any provision of this Agreement, the remaining provisions of the Agreement shall remain in effect for the term of the Agreement.

3.03 There shall be no discrimination practiced in accordance with the Canadian Human Rights Act. The parties recognize the right of employees to work in an environment free of harassment of any kind.

ARTICLE 4 PILOTAGE ACT; OVERRIDING PROVISIONS

4.01 Nothing in this Agreement shall be construed to require the Employer to do or refrain from doing anything contrary to any instruction, direction or regulations given or made by or on behalf of the members of the Board of the Authority pursuant to the Pilotage Act.

ARTICLE 5 MANAGERIAL RESPONSIBILITIES

5.01 Except to the extent provided herein, this Agreement in no way restricts the authority of those charged with managerial responsibilities within the Authority.

ARTICLE 6 AUTHORITY OF THE LAUNCHMASTER

6.01 Nothing in this Agreement shall be construed in a manner that tends in any way to impair the lawful authority of the Launchmaster.

ARTICLE 7 RECOGNITION

7.01 The Employer voluntarily recognizes the Guild as the sole and exclusive bargaining agent for all employees described as Launchmasters employed on the Pilot Boats at Halifax, N.S. and Saint John, N.B.

**ARTICLE 8
CHECK-OFF**

- 8.01 The Employer will, as a condition of employment, deduct an amount equal to the membership dues from the monthly pay of all Launchmasters in the bargaining unit.
- 8.02 The Guild shall inform the Employer in writing of the authorized monthly deduction to be checked off for each Launchmaster.
- 8.03 Deductions from pay for each Launchmaster in respect of each month will start with the first full month of employment or membership to the extent that earnings are available.
- 8.04 The amount deducted in accordance with clause 8.01 shall be remitted to the Secretary-Treasurer of the Guild **by the Authority in accordance with their normal operating procedures.**
- 8.05 The Guild agrees to indemnify and save the Employer harmless against any claim or liability arising out of the application of this Article.

**ARTICLE 9
APPOINTMENT OF LAUNCHMASTERS' REPRESENTATIVE**

- 9.01 The Employer acknowledges the right of the Guild to appoint Launchmasters as Launchmasters' Representatives.
- 9.02 The Employer and the Guild shall determine the jurisdiction of each Launchmasters' Representative having regard to the size and complement of the vessel or the work place and the administrative structure implied by the grievance procedure.

**ARTICLE 10
PROBATION**

- 10.01 A Launchmaster shall be on probation for twelve (12) months of active employment from the commencement of employment in the bargaining unit position.

**ARTICLE 11
ACCESS TO EMPLOYER PROPERTY**

- 11.01 The Employer agrees to grant accredited Guild representatives access to vessels while said vessels are alongside dock and to other places of work of the Launchmasters. Such access will be subject to the prior notice to and the consent of the Employer except in the case of vessels whose location and schedule render such prior notice impossible. Upon boarding any vessel, the Guild representative must report to the Launchmaster, state his business and request permission to conduct such business. It is agreed that these visits will not interfere with the sailing and normal operation of the vessels.
- 11.02 The Guild shall provide the Employer a list of such accredited representatives and shall advise promptly of any such changes made to the list.
- 11.03 It is agreed that the Employer assumes no responsibility for any damage to property, loss of life or personal injury sustained by such a representative while in or about the property owned or controlled by the Employer.
- 11.04 **The Guild shall be subject to pre-approval and consent by the Employer in the event of the vessel leaving the dock. A waiver of liability shall be completed and submitted to the Employer prior to the vessel departing the dock.**

**ARTICLE 12
LEAVE OF ABSENCE ON GUILD BUSINESS**

- 12.01 **Contract Negotiations Meetings**
Where operational requirements permit, the Employer will grant leave without pay to a Launchmaster for the purpose of attending contract negotiations and meetings with the Employer on behalf of the Guild.

**ARTICLE 13
SENIORITY**

- 13.01 A Launchmaster does not have seniority during the probationary period. However, upon successful completion of the probationary period, a Launchmaster seniority date will be retroactive to the date of commencement of employment in the bargaining unit position.
- 13.02 (a) For the purpose of operating an efficient Pilotage service on a self-sustaining financial basis, the Authority may lay-off one or more Launchmasters who are members of the bargaining unit. A Launchmaster

who has one year or more continuous employment who is laid off is entitled to at least four months' notice prior to lay-off.

- (b) Launchmasters who have been laid off shall receive preference in order of seniority with regard to re-hiring for any vacant Launchmaster position covered by this collective agreement within a 2-year period from lay-off.
- (c) Lay-offs in any Pilotage area shall be in the reverse order of area seniority of Launchmaster employed in that area.

13.03 A seniority list of all Launchmasters covered by this agreement shall be compiled by the Authority and shall show name, date of service, and seniority date. The seniority list will be forwarded to each Launchmaster, with a copy of the list forwarded to the Guild as of July 1 of each year of this agreement. Each Launchmaster has 30 days to ascertain any discrepancies in their seniority dates.

ARTICLE 14 LEAVE - GENERAL

14.01 Subject to clauses 14.02 and 14.03, in the event of termination of employment for reason other than death or lay-off, unearned leave taken by the Launchmaster shall be recovered from any monies owed this Launchmaster by the Authority, calculated by multiplying the number of hours owed by the hourly rate of pay applicable to the Launchmaster immediately prior to the termination of his employment, but not including any acting rate of pay.

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

14.03 When the employment of a Launchmaster who has been granted more vacation or sick leave with pay than he has earned is terminated by lay-off he is considered to have earned the amount of leave with pay granted to him if at the time of his lay-off he has completed two (2) or more years of continuous employment.

14.04 The amount of leave with pay credited to a Launchmaster by the Employer at the time when this Agreement is signed, or at the time when he becomes subject to this agreement, shall be retained by the Launchmaster.

14.05 A record of compensatory leave, vacation leave and sick leave with pay credits shall be provided to Launchmasters **upon request, but not more often than** quarterly as soon as the relevant records have been received. The Human Resources **Manager** or designate should be notified of any disagreement with the

amounts of credits as soon as possible. After any discrepancy has been resolved, Launchmasters will refrain from unnecessarily telephoning, **e-mailing, text messaging, or otherwise contacting** the Human Resource **Manager** or designate to ask for their amount of credits between statements.

- 14.06 When a Launchmaster is granted vacation leave, compensatory or sick leave with pay from a scheduled shift, he shall be charged for each hour, other than on a day of rest or designated paid holiday.

ARTICLE 15 VACATION LEAVE

15.01 Vacation Leave

The vacation leave year shall be from January 1st to December 31st

15.02 Accumulation of Vacation Leave

A Launchmaster shall earn vacation leave at one of the following rates for each full calendar month of paid employment:

- (i) 10 hours per month until the month in which the anniversary of his ninth (9th) year of continuous employment occurs; or
- (ii) 13.33 hours per month commencing with the month in which his ninth (9th) anniversary of continuous employment occurs; or
- (iii) 16.66 hours per month commencing with the month in which his fifteenth (15) anniversary of continuous employment occurs.
- (iv) 20.0 hours commencing with the month in which his twenty-fifth (25th) anniversary of continuous employment occurs.

15.03 Scheduling of Vacation Leave

A Launchmaster earns but is not entitled to receive vacation leave with pay during his first six (6) months of continuous employment.

- 15.04 Subject to operational requirements, the Authority shall make every reasonable effort to schedule Launchmasters' leave or any part thereof in the vacation year in which it is earned and as much as possible in accordance with the wishes of the Launchmasters.

- 15.05 Vacation leave may be scheduled by the Employer at any time during the vacation

year. However, consistent with efficient operating requirements, the Employer shall make every reasonable effort to schedule vacations in a manner acceptable to Launchmasters.

15.06 Representatives for the Guild shall be given the opportunity to consult with representatives of the Employer on vacation and compensatory leave schedules.

15.07 Where, in respect of any period of vacation leave a Launchmaster:

- (a) is granted bereavement leave, or
- (b) is granted leave with pay because of illness in the immediate family on production of a medical certificate, 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 Launchmaster and approved by the Employer or reinstated for use at a later date.

15.08 **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 him, the unused portion of his 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 January 1st shall be paid off in cash at the rate of pay at which it was earned.

15.09 **Recall from Vacation Leave**

Where, during any period of vacation leave, a Launchmaster is recalled to duty, he shall be reimbursed for reasonable expenses, as normally defined by the Employer that he incurs:

- (a) in proceeding to his place of duty, and
- (b) in returning to the place from which he was recalled if he immediately resumes vacation upon completing the assignment for which he was recalled, after submitting such accounts as are normally required by the Employer.

- 15.10 The Launchmaster shall not be considered as being on vacation leave during any period in respect of which he is entitled under clause 15.09 to be reimbursed for reasonable expenses incurred by him.
- 15.11 **Leave When Employment Terminates**
When a Launchmaster dies or otherwise terminates his employment after a period of continuous employment of not less than thirty (30) days but not more than six (6) months, he or his estate shall, in lieu of earned vacation leave be paid an amount equal to six per cent (6%) of the total of the pay and compensation for overtime received by him during his period of employment.
- 15.12 When the employment of a Launchmaster who has completed more than six (6) months of continuous employment is terminated, the Launchmaster or his 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 or hours earned but unused vacation leave by the hourly rate of pay applicable to the Launchmaster immediately prior to the termination of his employment.
- 15.13 A Launchmaster 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 not entitled to receive the payment referred to in clauses 15.11 and 15.12, unless he requests it in writing within six (6) months following the date upon which his position is declared abandoned.

ARTICLE 16 DESIGNATED HOLIDAYS

- 16.01 Subject to Clause 16.02, the following days shall be designated holidays with pay for Launchmasters:
- (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
 - (k) One additional day in each year that, in the opinion of the Employer, is recognized to be a provincial or civic holiday in the area in which the Launchmaster is employed or in any area where, in the opinion of the Employer, no such additional day is recognized as a provincial or civic

holiday, the first Monday in August.

- (l) An additional day when proclaimed by an Act of Parliament as a National Holiday.

16.02 Clause 16.01 does not apply to a Launchmaster who is absent without pay on both his scheduled working day immediately preceding and his scheduled working day immediately following the designated holiday, except in the case of an employee who is granted leave without pay under the provisions of Article 12, "Leave of Absence on Guild Business" and in respect of whom the Guild has certified that the Launchmaster was paid by the Guild for Guild business conducted on his scheduled working day immediately preceding and his scheduled working day immediately following the designated holiday.

16.03 **Holiday Falling on a Day of Rest**
When a day designated as a holiday under clause 16.01 coincides with a Launchmaster's day of rest, the holiday shall be moved to the Launchmaster's first scheduled working day following his day of rest.

16.04 When a day designated as a holiday for a Launchmaster is moved to another day under the provisions of clause 16.03,

- (a) work performed by a Launchmaster 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 a Launchmaster on the day to which the holiday was moved, shall be considered as work performed on a holiday.

16.05 **Compensation for Work on a Holiday**
When a Launchmaster works on a holiday, he shall be entitled, in addition to the pay he would have been granted had he not worked on the holiday, to compensation of twelve (12) hours at time and one-half (1 1/2).

16.06 Work on a holiday shall be compensated in cash except, upon request of a Launchmaster and with the approval of the Authority; it may be compensated in equivalent leave with pay. Compensatory leave for work on a holiday shall be liquidated in accordance with clause 26.08.

16.07 **Holiday Coinciding with Day of Paid Leave**
When a day that is a designated holiday for a Launchmaster falls within a period of leave with pay, that day shall count as a holiday and not as a day of leave.

ARTICLE 17
OTHER TYPES OF LEAVE WITH OR WITHOUT PAY

At its discretion, the Authority may grant leave with or without pay for purposes other than those specified elsewhere in this Agreement.

17.01 Marriage Leave

After the completion of one year's continuous employment, a Launchmaster who gives the Employer at least five (5) calendar days' notice shall be granted, subject to operational requirements, leave with pay for not more than five (5) calendar days, for the purpose of getting married.

17.02 Bereavement Leave

For the purpose of this Clause, immediate family is defined as the Launchmaster's father, mother, (or alternately step-father, step-mother or foster parent), brother, sister, spouse, including common-law-spouse resident with the employee including child/children of common-law spouse, child, step-child or ward of the Launchmaster, father-in-law, mother-in-law, grandchild and relative permanently residing in the Launchmaster's household or with whom the Launchmaster permanently resides.

- (a) Where a member of his immediate family dies, he shall be entitled to leave with pay for a period of up to four (4) calendar days and not extending beyond the day following the funeral, and may, in addition, be granted up to three (3) calendar days leave for the purpose of travel.
- (b) In special circumstances and at the request of the Launchmaster, bereavement leave may be extended beyond the day of the funeral but the total number of days granted must be consecutive and not greater in number than those provided for above, and must include the day of the funeral.
- (c) A Launchmaster is entitled to leave with pay up to a maximum of one (1) day in the event of the death of the Launchmaster's grandparent, son-in-law, daughter-in-law, brother-in-law or sister-in-law.
- (d) A "Common-law Spouse" relationship is said to exist when for a continuous period of at least one year, an employee has lived with a person of the opposite sex, publicly represented that person to be his/her spouse, and lives and intends to continue to live with that person as if that person were his/her spouse.
- (e) If, during a period of paid leave a Launchmaster is bereaved in circumstances under which he would have been eligible for bereavement leave under paragraph (a), (b) or (c) of this clause, he shall be granted

bereavement leave and his paid leave credits shall be restored to the extent of any concurrent bereavement leave granted.

- (f) It is recognized by the parties that the circumstances, which call for leave in respect of bereavement, are based on individual circumstances. On request, the Authority may, after considering the particular circumstances involved, grant bereavement leave with pay for a period greater than that provided for in Clause 17.02 (a), (b) and (c).

17.03 Leave with Pay for Birth or Adoption of a Child

- (a) At the discretion of the Employer, a Launchmaster may be granted one (1) shift's leave with pay for needs directly related to the birth of his child.
- (b) At the discretion of the Employer, a Launchmaster may be granted one (1) shift's leave with pay for needs directly related to the adoption of his child.

17.04 Leave for Other Reasons

- (a) At the discretion of the Employer, leave with pay may be granted when circumstances not directly attributable to the Launchmaster, including illness in the immediate family ("immediate family" is defined in clause 17.02), prevent his reporting for duty.
- (b) Where special leave is granted to a Launchmaster whose immediate family as defined in clause 17.04 (a) is seriously ill, and the vessel is out of the home port, the Authority shall pay the cost of return travel for the Launchmaster to his place of residence or home port whichever is closer.

17.05 Court Leave

- (1) Leave with pay shall be given to every Launchmaster, other than a Launchmaster on leave without pay, or under suspension, who is required:
 - (a) to serve on a jury; or
 - (b) by subpoena or summons to attend as a witness in any proceeding held:
 - (i) in or under the authority of a court of justice, before a grand jury or before any hearing held pursuant to the Pilotage Act,
 - (ii) before a court, judge, justice, magistrate or coroner,
 - (iii) before the Senate or House of Commons of Canada or a committee of the Senate or House of Commons otherwise

than in the performance of the duties of his position,

- (iv) before a legislative 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
- (v) before an arbitrator or umpire or a person or body of persons authorized by law to make an inquiry and to compel the attendance of witnesses before it.

- (2) Notwithstanding (1), leave with pay will not be granted to a Launchmaster for the purposes of litigation against the Authority.

17.06 **Injury-on-Duty Leave**

A Launchmaster 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 he is unable to perform his duties because of:

- (a) a personal injury accidentally received in the performance of his duties and not caused by the Launchmaster's willful misconduct;
- (b) sickness resulting from the nature of his employment, or
- (c) over-exposure to radioactivity or other hazardous conditions in the course of his employment;

if the Launchmaster agrees to pay to the Atlantic Pilotage Authority any amount received by him for loss of wages in settlement of any claim he may have in respect of such injury, sickness or exposure.

17.07 **Educational Leave**

Subject to operational requirements and at the discretion of the Authority, educational leave with or without pay may be granted by the Authority to permit a Launchmaster to upgrade his professional qualifications where in the opinion of the Authority such qualifications shall increase the Launchmaster's usefulness to the Authority.

17.08 **Maternity Leave**

Maternity leave shall be granted in accordance with Canada Labour Code, Part III.

ARTICLE 18 SICK LEAVE

18.01 Credits

A Launchmaster shall earn sick leave credits at the rate of ten (10) hours for each full calendar month of paid employment.

18.02 Granting of Sick Leave

A Launchmaster is eligible for sick leave with pay when he is unable to perform his duties because of illness or injury provided that:

- (a) he satisfies the Employer of this condition in such manner and at such time as may be determined by the Employer, and
- (b) he has the necessary sick leave credits.

18.03

Unless otherwise informed by the Employer, a statement signed by the Launchmaster describing the nature of his illness or injury and stating that because of this illness or injury he was unable to perform his duties shall, when delivered to the Employer, be considered as meeting the requirements of clause 18.02 (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 vacation year solely on the basis of statements signed by him.
- (b) Periods of illness in excess of the periods specified in (a) must be supported by a doctor's certificate. Statements and doctor's certificates attesting to illness or injury shall be forwarded to the Authority within seven (7) calendar days of the employee returning to work from that illness or injury.
- (c) When due to exceptional circumstances, a doctor's 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.
- (d) When an employee is absent for an extended period of time, the Authority may request that doctor certificates be submitted prior to the employee's return to work.
- (e) 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. Difference of opinions between the medical opinion of the physician designated by the

Authority and an employee's family doctor shall be resolved by a mutually acceptable specialist.

- 18.04 A Launchmaster is not eligible for sick leave with pay during any period in which he is on leave without pay or under suspension.
- 18.05 Where a Launchmaster has insufficient or no credits to cover the granting of sick leave with pay under the provisions of clause 18.02, sick leave with pay may, at the discretion of the Employer, be granted:
- (a) for a period of up to two hundred (200) hours if he is awaiting a decision on an application for injury-on-duty leave, or
 - (b) for a period of up to one hundred twenty (120) hours if he 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, and subject also to the provisions of clause 14.01.
- 18.06 When a Launchmaster 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 Launchmaster was not granted sick leave with pay.
- 18.07 A Launchmaster who is on vacation or compensatory leave may be granted sick leave in lieu of vacation or compensatory leave, subject to the other provisions of this Article.

ARTICLE 19 TRAVELLING, MEALS AND ACCOMMODATIONS

- 19.01 Where a Launchmaster is required by the Employer to travel to and from his headquarters area as normally defined by the Employer, his method of travel shall be determined by the Employer and he shall be compensated in the following manner:
- (a) on a normal working day on which he travels and/or works, the Launchmaster shall receive his regular pay for the day;
 - (b) on a day of rest or on a designated paid holiday on which he travels, the Launchmaster shall be paid at time and one-half (1 1/2) for such travel to a maximum of twelve (12) hours traveled.
- 19.02 A Launchmaster who is required to travel under the conditions set forth in clause 19.01 shall be entitled to compensation for expenses incurred while in travel status in accordance with the provisions of the Authority's Travel Regulations.

**ARTICLE 20
JOINT CONSULTATION**

- 20.01 The parties acknowledge the mutual benefits to be derived from joint consultation and are prepared to enter into discussions aimed at the development and introduction of appropriate machinery for the purposes of providing joint consultation on matters of common interest.
- 20.02 Without prejudice to the position the Employer or the Guild may wish to take in the future about the desirability of having the subjects dealt with by the provisions of the collective agreement, the following subjects, as they affect Launchmasters covered by this Agreement, shall be regarded as appropriate subjects of consultation involving the Employer and the Guild during the terms of this Agreement:
- (a) Training and other measures to deal with the effect on Launchmasters of technological change
 - (b) Education and Upgrading.
 - (c) Transferring a pilot boat operation to a private sector body or contractor
- 20.03 With respect to the subjects listed in clause 20.02 the Employer agrees that new policies will not be introduced by the Atlantic Pilotage Authority in such a way as to affect Launchmasters covered by this Agreement, until such a time as the Guild has been given a reasonable opportunity to consider and to consult on the Employer's proposals.

**ARTICLE 21
UNIFORMS AND PROTECTIVE CLOTHING**

- 21.01 The Authority will reimburse each Launchmaster up to a maximum of \$30.00 per year (including applicable taxes) for the purchase of working gloves upon presentation of a receipt from the supplier.
- 21.02 (a) (1) If required, every two (2) years or as conditions warrant, the following item shall also be provided to Launchmasters:
- one (1) CCG approved flotation coat (flame orange or red) or inflatable PFD (Mustang Air Force or equivalent).
- (2) If required, every two (2) years, or as conditions warrant, the following item shall also be provided to Launchmasters:

one (1) pair safety shoes suitable for wear with uniform.

The Authority will reimburse Launchmasters to a maximum of **\$200.00** (excluding applicable taxes) for C.S.A. approved Safety Footwear upon production of a receipt from the supplier.

- (b) If required every three (3) years, or as conditions warrant, the following items shall also be provided to Launchmasters:

one (1) raingear (yellow or orange)

one (1) pair rubber boots

The Authority will reimburse Launchmasters for WORKING clothing bought, up to a **maximum of \$500.00 (excluding applicable taxes)** in any year of the agreement, on production of receipts acceptable to the Authority. An acceptable receipt is one from a recognized wholesale or retail-clothing store, which itemizes the clothing purchased.

- 21.03 Upon being issued the above items of clothing, each officer shall acknowledge receipt of same in the manner required by the Employer.
- 21.04 Launchmasters shall wear the appropriate clothing issue while on duty.

ARTICLE 22 MARINE DISASTER

- 22.01 Where a Launchmaster suffers loss of clothing or personal effects because of a marine disaster or shipwreck, he shall be reimbursed for the loss, up to a maximum of \$750.00.
- 22.02 A Launchmaster or his estate making a claim under this Article shall submit to the Employer reasonable proof of such loss, and shall submit a signed affidavit listing the individual items and values claimed.
- 22.03 In the event of a marine disaster or shipwreck, the Employer will endeavour to arrange a transfer to another suitable position for a Launchmaster who would otherwise be laid off.

ARTICLE 23 CONSIDERATION - RATES OF PAY

- 23.01 In consideration of the premises and of the observance and performance on the part of the Launchmasters of all the covenants, provisoes and conditions in this

Agreement contained, the Authority shall pay to the Launchmasters the rates of pay set out in Schedule "A" hereto upon the terms and conditions set out therein.

ARTICLE 24 SEVERANCE PAY

Lay-off

- 24.01 A Launchmaster who has one year or more of continuous employment and who is laid off is entitled to be paid severance pay at the time of lay-off.
- 24.02 In the case of a Launchmaster who is laid off for the first time, the amount of severance pay shall be two (2) weeks pay for the first year of continuous employment; or three (3) weeks' pay for Launchmasters with ten (10) years or more and less than twenty (20) years of service; or four (4) weeks' pay for Launchmasters with more than twenty (20) years of service; plus, one (1) weeks pay for each additional complete year of continuous employment. This payment will be less any period in respect of which he was granted severance pay, retiring leave or a cash gratuity in lieu thereof by the Employer, but the total amount of severance pay which may be paid under this clause shall not exceed twenty-eight (28) weeks pay.
- 24.03 In the case of a Launchmaster who is laid off for a second or subsequent time, the amount of severance pay shall be one (1) week's pay for each completed year of continuous employment, less any period in respect of which he was granted severance pay, retiring leave or cash gratuity in lieu thereof by the Employer, but the total amount of severance pay which may be paid under this clause shall not exceed twenty-seven (27) weeks pay.
- 24.04 **Death**
If a Launchmaster dies, there shall be paid to his estate severance pay equal to the product obtained by multiplying his weekly rate of pay on termination of employment by the number of completed years of his continuous employment to a maximum of twenty-eight (28), less any period in respect of which he was granted severance pay under Article 24.01 or the Memorandum of Understanding (Severance Pay) which forms part of this Collective Agreement.
- 24.05 Severance pay entitlement shall be based upon continuous employment as defined in Article 2.01(c).
- 24.06 The weekly rate of pay referred to in the above clauses shall be the weekly rate of pay to which the Launchmaster is entitled in accordance with Article 2.01(p).

ARTICLE 25 HOURS OF WORK

- 25.01 This Agreement is based on the principle of the 40-hour workweek, and due to the nature of the service, is averaged over a four (4) week or an eight (8) week schedule.
- 25.02 The scheduled watch will consist of twelve (12) hour shifts. An equivalent to a twelve (12) hour shift schedule may be implemented by the mutual agreement of the parties and subject to Article 26.08, provided no scheduled shift exceeds fourteen (14) hours.
- 25.03 Any variation in the shift schedule to meet changes in operational requirements and/or to permit rotation of personnel through the cycle will be discussed with an authorized representative of the Guild.
- 25.04 Launchmasters will be guaranteed a minimum of forty (40) hours per week for such working time as defined in Article 26.01 compensated at Straight Time Rate.
- 25.05 Launchmasters shall be given a minimum of two (2) hours notice for inbound assignments and one (1) hours notice for outbound assignments. In the event of short notice, the Launchmaster will make every reasonable effort to minimize any delays to shipping.

ARTICLE 26 OVERTIME

- 26.01 The two (2) hours worked in excess of the average forty (40) hours per week, averaged over the four (4) or eight (8) shift schedule as applicable, shall be deemed to be overtime, and paid at the rate of time and one-half (1 ½).
- 26.02 When a regular scheduled change of watch occurs and a vessel is not at its berth due to the servicing of a ship for pilotage all hours worked in excess of the watch referred to in 25.02 are to be paid at time and one-half (1 ½) for each hour worked.
- 26.03 "Time and one-half" means one and one-half times the Straight Time rate.
- 26.04 A Launchmaster who is required to work overtime on a day of rest shall be compensated at the rate of time and one-half (1 1/2).
- 26.05 If, as a result of operational requirements or other reasons, there is a desire on the part of either party of this Agreement to establish a duty schedule for Launchmasters of any pilot boat different to that specified in clause 25.02, such

revised schedule shall be established by the Authority following meaningful consultation with the Guild.

26.06 **Emergency Duties**

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

26.07 **Call-out**

- (a) (1) When a Launchmaster is required to return to duty after completing his working shift to provide relief for another Launchmaster due to sickness or other reasons, he shall be paid a minimum call out of six (6) hours at the straight time rate provided that the period of overtime worked by the Launchmaster is not contiguous to his scheduled shift.
- (2) If the period of overtime worked is contiguous to his scheduled shift, he shall receive pay at the rate of time and one-half (1 1/2) for all overtime worked.
- (b) Pilot Boat crews will be entitled to book-off in accordance with the Canadian Shipping Act hours of rest provisions.

26.08 **Overtime Compensation**

- (a) Subject to clause 26.06, a Launchmaster performing overtime work, which ceases before the expiration of one (1) hour, shall nevertheless be credited with one (1) hour's overtime.
- (b) After the first hour of overtime, each further period will be calculated on a quarter hour basis or fraction thereof.
- (c) Overtime shall be compensated in cash except, upon request of a Launchmaster and with the approval of the Authority; it may be compensated in equivalent leave with pay. A Launchmaster shall have the right to accumulate one hundred and sixty (160) hours of compensatory leave.
- (d) The Authority shall schedule compensatory leave at times convenient to both the Launchmaster and the Authority. However, where a Launchmaster provides at least twenty-five (25) days advance notice in writing compensatory leave shall be granted at times requested by the Launchmaster, subject to the availability of a qualified and competent

replacement. The Authority will attempt to adhere to past practices of granting leave.

- (e) Except where otherwise mutually agreed, compensatory leave not granted by the end of the vacation year shall be either:
 - (i) carried over as leave at the request of the Launchmaster subject to operational requirements; or
 - (ii) liquidated in cash at the hourly rate of pay to which a Launchmaster is entitled on that date.

26.09 Meal Expenses

A Launchmaster who works three (3) or more hours of overtime shift shall be reimbursed their expenses for a meal in the amount of twenty dollars (\$20.00) for the first eight (8) hours period, and a further twenty dollars (\$20.00) for every eight (8) hour period for continuous overtime, or part thereof worked thereafter.

**ARTICLE 27
GRIEVANCE PROCEDURE**

- 27.01 Both parties recognize that a Launchmaster, accompanied by a Launchmaster's Representative, if the Launchmaster so wishes, has the right to discuss with his supervisor a complaint relating to his working conditions and conditions of employment, including those governed by the provisions of this Agreement, without prejudice to the right of the Launchmaster to have subsequent recourse to the grievance procedure.
- 27.02 A Launchmaster has the right to representation by an authorized representative of the Guild when presenting a grievance at any stage in the grievance procedure.
- 27.03 In this procedure:
- (a) "Authorized representative of the Guild" means a person designated by the Guild to represent an aggrieved Launchmaster in the processing of a grievance;
 - (b) "days" referred to in this procedure are calendar days excluding Saturdays, Sundays and Holidays;
 - (c) "Employer" means a person authorized to respond in writing to the grievances of Launchmasters;
 - (d) "grievance" means a complaint in writing presented by a Launchmaster on

his behalf or on behalf of himself and one or more Launchmasters;

- (e) "Launchmasters Representative" means a Launchmaster appointed or elected by the Guild.

27.04 A Launchmaster who feels that he has been treated unjustly or considers himself aggrieved by any action or lack of action by the Employer in matters other than justified lay-off, is entitled to present a grievance in the manner prescribed in clause 27.06 except that:

- (a) where there is another administrative procedure provided by law to deal with his specific complaint, such procedures must be followed, and
- (b) where the grievance relates to the interpretation or application of this Collective Agreement or an arbitral award, he is not entitled to present the grievance unless he has the approval of and is represented by the Guild.

27.05 A Launchmaster who wishes to discuss his grievance with the Employer at any level of the grievance procedure shall obtain the permission of his supervisor before leaving his work for the purpose. Such permission will be subject to operational requirements and time off will be granted with pay when the meeting is in the headquarters area and as leave without pay when the meeting is held outside the headquarters area.

27.06 A Launchmaster who wishes to present a grievance at any prescribed level in the grievance procedure shall transmit his grievance, either directly or through his Launchmasters' Representative, to his immediate supervisor or local officer-in-charge who shall forthwith:

- (a) forward the grievance to the representative of the Employer authorized to reply to the grievance of Launchmasters at the appropriate level, and
- (b) provide the Launchmaster with a receipt stating the date on which the grievance was received by him.

27.07 Except as otherwise provided in this Agreement, a grievance shall be processed as follows:

- (a) Level 1 - the Director of Operations or designate
- (b) Level 2 - the Chief Exec

27.08 A Launchmaster may present a grievance to the first level of the grievance procedure in the manner prescribed in clause 27.06 not later than the twenty-fifth (25th) day after the date on which he was notified, orally or in writing, or on

which he first became aware of the action or circumstances giving rise to the grievance.

- 27.09 The Employer shall normally reply to a Launchmaster's grievance at the first level within fifteen (15) days after the grievance is presented, and within thirty (30) days where the grievance is presented at the final level.
- 27.10 Where the decision of the Employer is not satisfactory to him, a Launchmaster may present the grievance at the final level in the grievance procedure not later than the fifteenth (15th) day after the written decision of the Employer has been conveyed to him.
- 27.11 Where the Employer at the first level fails to reply to the Launchmaster's grievance within the prescribed time limit, the Launchmaster may present the grievance to the final level not later than the fifteenth (15th) day after the last day on which the Employer was required to reply to the grievance at the first level of the grievance procedure.
- 27.12 The time limits prescribed above are maximum time limits in order to provide for circumstances, which might cause delay. Both parties agree that grievances at all levels shall be dealt with as expeditiously as possible. However, the time limits stipulated in this procedure may be extended by mutual agreement between the Employer and Launchmaster and, where applicable, the Guild.
- 27.13 Where a Launchmaster has been represented by the Guild in the presentation of his grievance, the Employer will forward to the appropriate authorized Guild representative a copy of the Employer's decision at each level in the grievance procedure at the same time that the Employer's decision is conveyed to the Launchmaster.
- 27.14 Where it appears that the nature of the grievance is such that a decision cannot be given at the first level, this level may be eliminated by agreement of the Employer and the Launchmaster and, where applicable, the Guild.
- 27.15 Where the Employer discharges a Launchmaster, the grievance procedure set forth in this Article shall apply, except that:
- (a) the grievance may be presented at the final level only;
 - (b) the thirty (30) days time limit within which the Employer is to reply at the final level may be extended to a maximum of sixty (60) days by mutual agreement of the Employer and the Launchmaster and, where applicable, the Guild.
- 27.16 Where the provisions of clause 27.06 cannot be complied with and it is necessary

to present a grievance by mail, the grievance shall be deemed to have been presented on the day on which it is postmarked and it shall be deemed to have been received by the Employer on the day it is delivered to the appropriate office of the Authority. Similarly, the Employer shall be deemed to have delivered a reply at any level on the date on which the letter containing the reply is postmarked, but the time limit within which the grievor may present his grievance at the next higher level shall be calculated from the date on which the Employer's reply was delivered to the address shown on the grievance.

- 27.17 A Launchmaster may by written notice to his immediate supervisor or local officer-in-charge abandon a grievance at any time during the grievance process. No person who is employed in a managerial or confidential capacity shall seek to intimidate by threat of discharge or by any kind of threat to cause a Launchmaster to abandon a grievance or to refrain from presenting a grievance, as provided in this Agreement.
- 27.18 Any Launchmaster who fails to present a grievance to the next higher level within the prescribed time limit shall be deemed to have abandoned the grievance.
- 27.19 The decision given by the Employer at the final level in the grievance procedure shall be final and binding upon the Launchmaster unless the grievance is a class of grievance that may be referred to arbitration.
- 27.20 The Employer shall designate a representative at each level in the grievance procedure and shall inform the Launchmasters to whom the procedure applies of the name or title of the representative so designated, together with the name or title and address of the immediate supervisor or local officer-in-charge to whom a grievance is to be presented.
- 27.21 The Employer agrees not to introduce as evidence in a hearing relating to disciplinary action any document from the file of a Launchmaster, the existence of which the Launchmaster was not aware at the time of filing or within a reasonable period thereafter.

ARTICLE 28 ARBITRATION

- 28.01 Where a Launchmaster has presented a grievance up to and including the final level in the grievance procedure with respect to:
- (a) the interpretation or application in respect of him of a provision of this Collective Agreement or an arbitral award, or
 - (b) disciplinary action resulting in discharge, suspension or a financial penalty,
- and his grievance has not been dealt with to his satisfaction; he may refer the grievance to arbitration in accordance with the provisions of this Article.
- 28.02 Where a grievance that may be presented by a Launchmaster to arbitration is a grievance relating to the interpretation or application in respect of him of a provision of this Collective Agreement or an arbitral award, the Launchmaster is not entitled to refer the grievance to arbitration unless the Guild signifies in writing:
- (a) its approval of the reference of the grievance to arbitration, and
 - (b) its willingness to represent the Launchmaster in the arbitration proceedings.
- 28.03 Where a Launchmaster wishes to refer his grievance to arbitration, he or an authorized representative of the Guild shall, subject to clauses 28.01 and 28.02, provide notice in writing to the Authority of his intention within fifteen (15) days following receipt of the grievance reply provided by the Employer at the final level. Where no such notice is given within the time limit provided, the grievance shall be deemed to have been abandoned.
- 28.04 Where notice is provided in accordance with clause 28.03, the Guild and the Authority shall meet within ten (10) days to determine whether the grievance will be heard by a single Arbitrator or by a Board of Arbitration. If the parties cannot agree, either party may refer the matter to the Federal Minister of Labour, who shall thereupon make such determination.
- 28.05 Within fifteen (15) days following a determination in accordance with clause 28.04, an Arbitrator or Board of Arbitration shall be appointed as follows:
- (a) in the case of a single Arbitrator, the Guild and the Authority shall jointly appoint an Arbitrator;

- (b) in the case of a Board of Arbitration, the Guild and the Authority shall each appoint a member and the two appointees shall jointly appoint a Chairman;
- (c) if agreement cannot be reached on the appointment of an Arbitrator or Chairman, as the case may be, either party may refer the matter to the Federal Minister of Labour, who shall thereupon make the appointment.

- 28.06 The Arbitrator or Board of Arbitration, as the case may be, shall hear the grievance within fifteen (15) days of final appointment, and at such hearing shall provide an opportunity to each party to present its case, and shall render a decision within fifteen (15) days of the hearing. The decision of the Arbitrator or a majority of the Board of Arbitration shall be final and binding upon the parties and upon any Launchmaster affected by it.
- 28.07 An Arbitrator or Board of Arbitration shall have no power to alter, add to, subtract from, amend, modify or substitute any part of this Agreement.
- 28.08 Each party shall bear its own costs of presenting its case, including the costs of its appointee to a Board of Arbitration and the costs of a single Arbitrator or Chairman, as the case may be, shall be borne equally by the parties.
- 28.09 A day, as the term is used in this Article, does not include any Saturday, Sunday or day designated as a Holiday in clause 16.01.
- 28.10 Any time limits stipulated in this Article may be extended by mutual agreement between the Authority and the Guild.
- 28.11 In the event of any court action taken as a result of anything arising out of this agreement, whether based in torts or in contracts or upon any other recourse at law, the parties hereto agree and undertake to initiate such legal action exclusively before the Federal Court of Canada and before no other court of law.

ARTICLE 29 WARRANTY OF OPERATION

- 29.01 The Authority and the Guild agree that there shall be no strikes or lockouts during the life of this Agreement.
- 29.02 There shall be no slowdown or stoppage of work during the period that a grievance is under review.

**ARTICLE 30
AGREEMENT RE-OPENER**

30.01 This Agreement may be amended by mutual consent.

**ARTICLE 31
ACCESS TO PERSONNEL FILES**

31.01 A Launchmaster shall have the right to examine his personnel file once a year in the presence of the Human Resource **Manager** or designate. Reasonable notice of such examination is to be given.

31.02 **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 is solely intended to be developmental in nature. An appraisal will include discussion of strengths, opportunity areas for improved performance, including training requirements, and goals. Appraisals are intended to be conducted annually.**

31.03 **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 approve performance appraisals. A copy of the completed and signed performance appraisal shall then be provided to the employee.**

**ARTICLE 32
DURATION AND RENEWAL**

32.01 This Collective Agreement shall expire on **December 31, 2020**.

32.02 Unless otherwise expressly stipulated, the provisions of this Agreement shall become effective on the date it is signed.

32.03 The terms and conditions of employment established by this Agreement shall remain in force during the negotiations for its renewal.

32.04 Remuneration for pay and overtime arrived at in this Agreement shall be retroactive to **January 1, 2016**.

SCHEDULE "A" LAUNCHMASTERS

		Up to 1 Year	1-2 Years	Over 2 Years	Over 4 Years	Over 8 Years	Over 12 Years	Over 16 Years
Rates in Expired Agreement		\$ 63,071	\$ 64,206	\$ 65,362	\$ 66,538	\$ 67,736	\$ 68,955	\$ 70,196
Adjustment to rate		\$ -	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500
Salary Base		\$ 63,071	\$ 64,706	\$ 65,862	\$ 67,038	\$ 68,236	\$ 69,455	\$ 70,696

		Up to 1 Year	1-2 Years	Over 2 Years	Over 4 years	Over 6 years	Over 10 years	Over 14 years
Revised Grid	1.75% 01-Jan-16	\$ 64,175	\$ 65,838	\$ 67,015	\$ 68,211	\$ 69,430	\$ 70,671	\$ 71,934
	2.00% 01-Jan-17	\$ 65,968	\$ 67,665	\$ 68,865	\$ 70,085	\$ 71,329	\$ 72,594	\$ 73,882
	2.00% 01-Jan-18	\$ 67,798	\$ 69,528	\$ 70,752	\$ 71,997	\$ 73,265	\$ 74,556	\$ 75,870
	2.00% 01-Jan-19	\$ 69,664	\$ 71,429	\$ 72,677	\$ 73,947	\$ 75,241	\$ 76,557	\$ 77,897
	2.00% 01-Jan-20	\$ 71,567	\$ 73,368	\$ 74,641	\$ 75,936	\$ 77,255	\$ 78,598	\$ 79,965

For years 2017 through 2020, a \$500 adjustment is made before the percentage increase is added.
 APA will pay retroactivity on base salaries only from January 1, 2016 until date of signing.

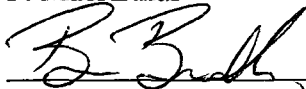
Dated at Halifax, Nova Scotia, this 27 day of July, 2016

IN WITNESS WHEREOF the parties hereto have executed this Agreement the day and year first above written.

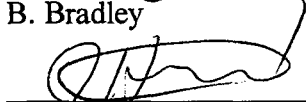
SIGNED, SEALED AND DELIVERED
ATLANTIC PILOTAGE AUTHORITY



P. MacArthur

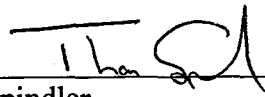


B. Bradley

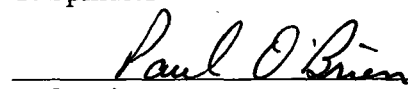


J. Holland

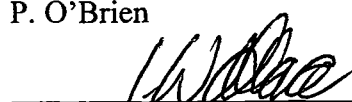
SIGNED, SEALED AND DELIVERED
CANADIAN MERCHANT SERVICE GUILD



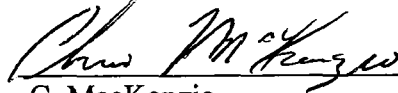
T. Spindler



P. O'Brien



I. Wallace



C. MacKenzie

**MEMORANDUM OF UNDERSTANDING
NUMBER ONE
BETWEEN
THE CANADIAN MERCHANT SERVICE GUILD
AND
ATLANTIC PILOTAGE AUTHORITY**

1. (a) The Launchmasters agree that their entire duty period will be spent on the vessel.

(b) The only exception to 1(a) above will be travel to obtain supplies or parts necessary for the safe operation of the pilot boat. In this event, the Launchmaster shall ensure that at all times one member of the crew remains at the workplace. The Launchmaster shall advise dispatch of the departure and return of the crewmember.
2. The Authority agrees to provide cellular telephones for the Launchmasters.
3. The cellular telephones must be carried by Launchmasters at all times during their period on duty.
4. The Launchmasters are responsible for the safekeeping of these telephones and they must be used only for Authority business.
5. The cellular telephone will be handed over to the on-coming Launchmaster at the normal shift change time.
6. The Launchmaster must ensure a proper handover of the vessel to the oncoming Launchmaster at time of shift change. This handover must be conducted on board the pilot boat and will include procedures established by the Authority at its discretion.
7. The Launchmaster is responsible for ensuring that either the Deckhand or Launchmaster is on board while non-APA representatives are carrying out repairs, maintenance, or installing new equipment on the pilot boat at the berth.
8. **The Launchmaster is responsible for the APA issued credit card, including the care and custody of same. The Launchmaster shall ensure that all charges are appropriate for the continued operation of the pilot boat. Purchases must be approved in advance by the Pilot Boat Operations Manager or his designate. The Launchmaster is responsible for handing the credit card over to his relief as part of the shift handover.**

**MEMORANDUM OF UNDERSTANDING
NUMBER TWO
RE: ALLOWANCES FOR TRAINING & MEDICALS
BETWEEN
CANADIAN MERCHANT SERVICE GUILD
AND
ATLANTIC PILOTAGE AUTHORITY**

Subject to operational requirements and approval of Director of Operations (approval shall not be unreasonably withheld), the Authority is prepared to grant training allowances to Launchmasters as follows:

1. For attendance at courses required to maintain the validity and subsisting condition of a Certificate of Competency or periodic upgrading of MED certificates; leave, course costs and traveling expenses as per Treasury Board Travel Directives will be covered.
2. All reasonable costs associated with maintaining a valid Medical Fitness Certificate will be reimbursed by the Authority upon production of a valid receipt.

The Authority expects to receive at the end of the Course a satisfactory record of attendance and achievement. If such a record is not forthcoming, reimbursement of expenses may be denied.

**MEMORANDUM OF UNDERSTANDING
NUMBER THREE
RE: PRIOR SERVICE
BETWEEN
CANADIAN MERCHANT SERVICE GUILD
AND
ATLANTIC PILOTAGE AUTHORITY**

Notwithstanding the definition of continuous employment contained in Article 2.01 (c), a Launchmaster employed by the Authority prior to July 1, 2003, who has had prior service recognized with the Public Service of Canada, or Pilotage service immediately prior to becoming an Employee of the Authority, that has been recognized, shall continue to have that service recognized.

For greater clarity, a Launchmaster hired on or after July 1, 2003 shall not have recognition for any prior service with the Public Service of Canada or any other Pilotage service.