

**Group: Ship Officers**  
**Expiry Date: March 31, 2014**



Treasury Board of Canada  
Secretariat

Secrétariat du Conseil du Trésor  
du Canada

# **Agreement between the Treasury Board and the Canadian Merchant Service Guild**

Group: Ships' Officers  
(All employees)

CODE: 410  
Expiry Date: March 31, 2014

**Groupe : Officiers de navire**  
**Date d'expiration : le 31 mars 2014**

**Canada**



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Treasury Board of Canada Secretariat  
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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 officers and the Guild, to set forth certain terms and conditions of employment relating to remuneration, hours of work, officer benefits and general working conditions affecting officers covered by this Agreement and to ensure that all reasonable measures are provided for the safety and occupational health of the officers.

**1.02** The parties to this Agreement share a desire to improve the quality of the Public Service of Canada and to promote the well-being and increased productivity of its officers to the end that the people of Canada will be well and efficiently served. Accordingly, they are determined to establish, within the framework provided by law, an effective working relationship at all levels of the Public Service in which members of the bargaining unit are employed.

## **ARTICLE 2**

### **INTERPRETATION AND DEFINITIONS**

**2.01** For the purpose of this Agreement:

- (a) **“allowance”** means compensation payable for the performance of special or additional duties, or in the case of a Canadian Coast Guard Officer Cadet an amount payable to help defray expenses incurred as a Cadet;
- (b) **“bargaining unit”** means the officers of the Employer in the Ships’ Officers Group, as described in the certificate issued by the former Public Service Staff Relations Board on December 10, 1968, amended on the 31<sup>st</sup> day of May 1999;
- (c) **“compensatory leave”** means leave with pay in lieu of cash payment for overtime, for time worked on a designated holiday and for performing security duty, travelling time, call back pay, reporting pay and dirty work;
- (d) **“common-law spouse”** relationship is said to exist when, for a continuous period of at least one (1) year, an officer has lived with a person publicly represented that person to be his/her spouse, and lives and

intends to continue to live with that person as if that person were his/her spouse;

- (e) **“continuous employment”** has the same meaning as in the Public Service Terms and Conditions of Employment Regulations;
- (f) **“day”** in relation to an officer means the twenty-four (24) hour period during which that officer is normally required to perform the duties of his/her position and commences at 00:00 hour;
- (g) **“day of rest”** in relation to an officer means the twenty-four (24) hour period during which that officer is not ordinarily required to perform the duties of his/her position other than by reason of the officer being on leave, absent from duty without permission or by reason of that day being a holiday, and commences at 00:00 hour;
- (h) **“designated holiday”** means:
  - (i) in the case of a watch that does not commence and end on the same day, the twenty-four (24) hour period commencing from the time at which the watch commenced on a day designated as a holiday in this Agreement,
  - (ii) in any other case, the twenty-four (24) hour period commencing at 00:00 hour of a day designated as a holiday in this Agreement;
- (i) **“Employer”** means Her Majesty in right of Canada as represented by the Treasury Board, and includes any person authorized to exercise the authority of the Treasury Board;
- (j) **“Guild”** means the Canadian Merchant Service Guild;
- (k) **“home port”** means the officer’s home port as designated by the user departments or, for officers assigned to a regional pool, the geographic location to which an officer is normally assigned;
- (l) Effective April 1, 2010:

\*\*

**“hourly rate of pay”** means an officer’s hourly rate of pay as provided in Appendix “A”, “B”, “C” or “D” as applicable;

- (m) **“lay-off”** means the termination of an officer’s employment because of lack of work or because of the discontinuance of a function;
- (n) **“leave”** means authorized absence from duty by an officer during the officer’s regular or normal hours of work;
- (o) **“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, insurance premium, or special levy;
- (p) **“officer”** means a person who is employed by the Employer and who is a member of the bargaining unit;
- (q) **“remuneration”** means pay and allowances;
- (r) **“seasonal officer”** means an officer who is required to perform his/her duties for a period of less than twelve (12) months in successive years of employment;
- (s) throughout this Agreement, words importing the masculine gender include the feminine gender.

**2.02** Except as otherwise provided in this Agreement, expressions used in this Agreement:

- (a) if defined in the *Public Service Labour Relations Act*, have the same meaning as given to them in the *Public Service Labour Relations Act*,  
and
- (b) if defined in the *Interpretation Act*, but not defined in the *Public Service Labour Relations Act*, have the same meaning as given to them in the *Interpretation Act*.

### **ARTICLE 3 APPLICATION**

**3.01** The provisions of this Agreement apply to the Guild, officers and the Employer.

**3.02** Both the English and the French texts of this Agreement shall be official.

**3.03** Unless otherwise expressly stipulated, the provisions of this Agreement apply equally to male and female officers.

**3.04** Seasonal and part-time officers subject to this Agreement shall be entitled to the benefits of this Agreement, in accordance with the relevant conditions described in this Agreement on a prorated basis.

#### **ARTICLE 4 ILLEGAL STRIKES**

**4.01** The *Public Service Labour Relations Act* provides penalties for engaging in illegal strikes. Disciplinary action which may include penalties up to and including discharge, may also be taken for participation in an illegal strike as defined in the *Public Service Labour Relations Act*.

#### **ARTICLE 5 STATE SECURITY**

**5.01** 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 Government of Canada in the interest of the safety or security of Canada or any state allied or associated with Canada.

#### **ARTICLE 6 CONFLICT BETWEEN LEGISLATION AND THE COLLECTIVE AGREEMENT**

**6.01** If any law now in force or enacted during the term of this Agreement renders null and void any provision of this Agreement, the remaining provisions shall remain in effect for the term of the Agreement.

**ARTICLE 7**  
**MANAGERIAL RESPONSIBILITIES**

**7.01** Except to the extent provided herein, this Agreement in no way restricts the authority of those charged with managerial responsibilities in the Public Service.

**ARTICLE 8**  
**AUTHORITY OF THE MASTER/COMMANDING OFFICER**

**8.01** Nothing in this Agreement shall be construed in a manner that tends in any way to impair the lawful authority of the Master/Commanding Officer.

**ARTICLE 9**  
**RECOGNITION**

**9.01** The Employer recognizes the Guild as the sole and exclusive bargaining agent for all officers described in the certificate issued by the former Public Service Staff Relations Board on the thirty-first (31<sup>st</sup>) day of May 1999, covering officers of the Ships' Officers Group, referred to in this Agreement as officers.

**ARTICLE 10**  
**CHECK-OFF**

**10.01** The Employer will, as a condition of employment, deduct an amount equal to the membership dues from the monthly pay of all officers in the bargaining unit.

**10.02** The Guild shall notify the Employer in writing at least one (1) full calendar month in advance of any change in the amount of monthly deductions to be checked off for each officer defined in clause 10.01.

**10.03** For the purpose of applying clause 10.01, deductions from pay for each officer in respect of each month will start with the first (1<sup>st</sup>) full calendar month of employment to the extent that earnings are available. When an officer does not have sufficient earnings in respect of any calendar month to permit deductions

specified under this Article, the Employer shall not be obligated to make such deductions from subsequent salary.

**10.04** An officer who satisfies the Employer to the extent and declares in an affidavit that the officer is a member of a religious organisation whose doctrine prevents the officer as a matter of conscience from making financial contributions to an employee organization and that the officer will make contributions to a charitable organization registered pursuant to the *Income Tax Act*, equal to dues, shall not be subject to this Article, provided that the affidavit submitted by the officer is countersigned by an official representative of the religious organisation involved.

**10.05** From the date of signing and for the duration of this Agreement, no officer organisation, as defined in section 2 of the *Public Service Labour Relations Act*, other than the Guild, shall be permitted to have membership dues and/or other monies deducted by the Employer from the pay of officers in the bargaining unit.

**10.06** The amount deducted in accordance with clause 10.01 shall be remitted to the Secretary-Treasurer of the Guild by cheque within a reasonable period of time after deductions are made and shall be accompanied by particulars identifying each officer and the deductions made on his/her behalf.

**10.07** The Employer shall provide a voluntary revocable check-off of premiums payable on a life insurance plan provided by the Guild for its members on the basis of production of appropriate documentation, provided that the amounts so deducted are combined with Guild dues in a single monthly deduction.

**10.08** The Guild agrees to indemnify and save the Employer 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 Employer limited to the amount actually involved in the error.

## **ARTICLE 11**

### **OFFICERS' REPRESENTATIVES**

**11.01** The Employer acknowledges the right of the Guild to appoint officers as Officers' Representatives.

**11.02** The Employer and the Guild shall determine the jurisdiction of each Officer's Representative, having regard to the size and complement of the vessel

or the work place and administrative structure implied by the grievance procedure.

**11.03** An Officer's Representative shall obtain the permission of the Master/Commanding Officer or whoever is delegated by management before leaving his/her work to investigate with fellow officers complaints of an urgent and local nature, to meet with the Master/Commanding Officer or local management for the purpose of dealing with grievances and to attend meetings called by the Master/Commanding Officer or local management. Such permission shall not be unreasonably withheld. Where practicable, the Officer's Representative shall report back to the Master/Commanding Officer or whoever is delegated by management before resuming his/her normal duties.

## **ARTICLE 12 STATEMENT OF DUTIES**

**12.01** Upon written request, an officer shall be entitled to an official statement of the duties and responsibilities of the officer's position including the position's classification level and where applicable, the point rating allotted by factor to the position.

## **ARTICLE 13 INFORMATION**

**13.01** The Employer agrees to supply the Guild on a quarterly basis with a list of all officers in the bargaining unit. The list shall contain the following information:

- (a) officer's name;
- (b) employing department;
- (c) home port or the geographic location to which an officer is normally assigned;
- (d) classification.

**13.02** Where there is no electronic access available to the officer, the officer is entitled, on a quarterly basis, to be informed upon request, of the balance of his/her accumulated leave credits.

**ARTICLE 14**  
**INFORMATION FOR OFFICERS**

**14.01** The Employer agrees to supply each officer with a copy of the Collective Agreement and will endeavour to do so within one (1) month after receipt from the printer.

**ARTICLE 15**  
**PROVISION OF BULLETIN BOARD SPACE**

**15.01** Reasonable space on bulletin boards will be made available to the Guild for the posting of official Guild notices in convenient locations as determined by the Employer. Notices or other material shall require the prior approval of the Employer, except notices of meetings of their members and elections, the names of Guild representatives, and social and recreational affairs.

**ARTICLE 16**  
**ACCESS TO EMPLOYER PROPERTY**

**16.01** The Employer agrees to grant accredited Guild representatives access to vessels and to other places of work of the officers. Such access will be subject to the prior notice to and 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 Master/Commanding Officer, state his/her 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.

**16.02** The Guild shall provide the Employer with a list of such accredited representatives and shall advise promptly of any changes made to the list.

**16.03** 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 property owned or controlled by the Employer.

## ARTICLE 17

### LEAVE FOR GUILD BUSINESS OR FOR OTHER ACTIVITIES UNDER THE *PUBLIC SERVICE LABOUR RELATIONS ACT (PSLRA)*

#### 17.01 Public Service Labour Relations Board Hearings

- (a) Complaints Made to the Public Service Labour Relations Board Pursuant to Section 190(1) of the *Public Service Labour Relations Act*.

Where operational requirements permit, in cases of complaints made to the Public Service Labour Relations Board pursuant to section 190(1) of the PSLRA alleging a breach of sections 157, 186(1)(a), 186(1)(b), 186(2)(a)(i), 186(2)(b), 187, 188(a) or 189(1) of the PSLRA, the Employer will grant leave with pay:

- (i) to an officer who makes a complaint on his/her own behalf, before the Public Service Labour Relations Board,

and

- (ii) to an officer who acts on behalf of an officer making a complaint, or who acts on behalf of the Guild making a complaint.

- (b) Applications for Certification, Representations and Interventions With Respect to Applications for Certification.

Where operational requirements permit, the Employer will grant leave without pay:

- (i) to an officer who represents the Guild in an application for certification or in an intervention,

and

- (ii) to an officer who makes personal representations with respect to a certification.

(c) Officer Called as a Witness

The Employer will grant leave with pay:

- (i) to an officer called as a witness by the Public Service Labour Relations Board,

and

- (ii) where operational requirements permit, to an officer called as a witness by an officer or the Guild.

**17.02 Arbitration Board and Public Interest Commission Hearings**

(a) Where operational requirements permit, the Employer will grant leave with pay to a reasonable number of officers representing the Guild before an Arbitration Board or a Public Interest Commission.

(b) Officer Called as a Witness

The Employer will grant leave with pay to an officer called as a witness by an Arbitration Board or a Public Interest Commission and, where operational requirements permit, leave with pay to an officer called as a witness by the Guild.

**17.03 Adjudication**

Where operational requirements permit, the Employer will grant leave with pay to an officer who is:

- (a) a party to the adjudication,
- (b) the representative of an officer who is a party,

and

- (c) a witness called by an officer who is a party.

**17.04 Meetings During the Grievance Process**

(a) Officer Presenting Grievance

Where operational requirements permit, the Employer will grant to an officer:

- (i) where the Employer originates a meeting with the officer who has presented the grievance, leave with pay when the meeting is held in the officer's headquarters area and "on duty" status when the meeting is held outside the officer's headquarters area;

and

- (ii) where an officer who has presented a grievance seeks to meet with the Employer, leave with pay to the officer when the meeting is held in the officer's headquarters area and leave without pay when the meeting is held outside the officer's headquarters area.

(b) **Officer Who Acts as Representative**

Where an officer wishes to represent at a meeting with the Employer, an officer who has presented a grievance, the Employer will, where operational requirements permit, grant to the representative:

- (i) leave with pay when the meeting is held in the representative's headquarters area;
- (ii) leave without pay when the meeting is held outside the representative's headquarters area.

**17.05 Contract Negotiation Meetings**

Where operational requirements permit, the Employer will grant leave without pay to an officer for the purpose of attending contract negotiation meetings with the Employer on behalf of the Guild.

**17.06 Preparatory Contract Negotiation Meetings**

Where operational requirements permit, the Employer will grant leave without pay to a reasonable number of officers to attend meetings preparatory to contract negotiations with the Employer.

**17.07 Meetings Between the Guild and Management Not Specified in This Article**

Where operational requirements permit, the Employer will grant leave with pay to a reasonable number of officers who are meeting with management on behalf of the Guild.

**17.08 Guild Executive Council Meetings, Conventions and Congresses**

Where operational requirements permit, the Employer will grant leave without pay to a reasonable number of officers engaged in such business of the Guild as attendance at executive meetings, conventions and congresses.

**17.09 Elected Full-Time Officers of the Guild**

Where operational requirements permit, the Employer will grant leave without pay to an officer who has been elected to a full-time office of the Guild, provided the officer requests such leave in writing. The duration of such leave without pay shall be for a specified period of time mutually agreed in writing between the Employer and the officer prior to such leave being granted.

**ARTICLE 18  
GRIEVANCE PROCEDURE**

**18.01** In cases of alleged misinterpretation or misapplication arising from agreements concluded by the National Joint Council of the Public Service on items which may be included in a collective agreement and which the parties to this agreement have endorsed, the grievance procedure will be in accordance with section 15 of the NJC By-laws.

**18.02** The parties to this Agreement emphasize the necessity of a satisfactory grievance procedure, the purpose of which is to provide an orderly and effective process for the consideration and prompt resolution of the grievances of officers within the bargaining unit.

Both parties recognize that an officer, accompanied by an Officers' Representative if the officer so wishes, has the right to discuss with his/her supervisor a complaint relating to the officer's working conditions and conditions of employment, including those governed by the provisions of this Agreement, without prejudice to the right of the officer to have subsequent recourse to the grievance procedure.

**18.03** An officer has the right to representation by an authorized representative of the Guild when presenting a grievance at any stage in the grievance procedure.

**18.04** In this procedure:

- (a) **“grievance”** means a complaint in writing presented by an officer on his/her own behalf or on behalf of the officer and one or more other officers other than a complaint arising from the classification process;
- (b) **“authorized representative of the Guild”** means a person designated by the Guild to represent an aggrieved officer in the processing of a grievance;
- (c) **“Officers’ Representative”** means an officer appointed or elected by the Guild;
- (d) **“Employer”** means a person authorized to respond in writing to the grievances of officers;
- (e) **“days”** referred to in this procedure are calendar days excluding Saturdays, Sundays and holidays.

**18.05** Subject to, and as provided in section 208 of the *Public Service Labour Relations Act*, an officer who feels that he/she has been treated unjustly or considers himself/herself aggrieved by any action or lack of action by the Employer in matters other than those arising from the classification process, is entitled to present a grievance in the manner prescribed in clause 18.08, except that:

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

**18.06** A grievance of an officer shall not be deemed to be invalid by reason only of the fact that it is not in accordance with the form supplied by the Employer.

**18.07** An officer who wishes to present a grievance at any prescribed level in the grievance procedure shall transmit the grievance, either directly or through the Officers’ Representative, to the officer’s 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 grievances of officers at the appropriate level;  
and
- (b) provide the officer with a receipt stating the date on which the grievance was received by him/her.

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

- (a) level 1 - the person authorized to reply initially to the grievances of officers;
- (b) level 2 (and 3 in departments or agencies where such a level is established) - intermediate level(s);
- (c) final level - the Deputy Minister (or his equivalent) or his delegated representative.

**18.09** An officer may present a grievance to the first level of the grievance procedure in the manner prescribed in clause 18.07 not later than the twenty-fifth (25<sup>th</sup>) day after the date on which the officer was notified, orally or in writing, or on which the officer first became aware of the action or circumstance giving rise to the grievance. In the situation where officers are at sea, the twenty-five (25) day period will commence on return to the officer's home port.

**18.10** The Employer shall normally reply to an officer's grievance at any level of the grievance procedure, except the final level, within ten (10) days after the grievance is presented, and within thirty (30) days where the grievance is presented at the final level.

**18.11** Where the decision of the Employer is not satisfactory to the officer, an officer may present the grievance at each succeeding level in the grievance procedure beyond the first level not later than the tenth (10<sup>th</sup>) day after the written decision of the Employer has been conveyed to the officer.

**18.12** Where the Employer at any level fails to reply to the officer's grievance within the prescribed time limit, the officer may present the grievance to the next level not later than the fifteenth (15<sup>th</sup>) day after the last day on which the Employer was required to reply to the grievance at the last preceding level of the grievance procedure.

**18.13** 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 officer and, where applicable, the Guild.

**18.14** Where an officer has been represented by the Guild in the presentation of the officer's 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 officer.

**18.15** Where it appears that the nature of the grievance is such that a decision cannot be given below a particular level of authority, any or all the levels, except the final level, may be eliminated by agreement of the Employer and the officer and, where applicable, the Guild.

**18.16** Where the Employer terminates an officer for cause or demotes an officer pursuant to paragraph 12(1)(c), (d) or (e) of the *Financial Administration Act*, 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 officer and, where applicable, the Guild.

**18.17** Where the provisions of clause 18.07 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 department. 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/her 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 form.

**18.18** An officer may, by written notice to his/her 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 an officer to

abandon a grievance or to refrain from presenting a grievance, as provided for in this Agreement.

**18.19** Any officer who fails to present a grievance to the next higher level within the prescribed time limits shall be deemed to have abandoned the grievance unless, due to circumstances beyond the officer's control, the officer was unable to comply with the prescribed time limits.

**18.20** The decision given by the Employer at the final level in the grievance procedure shall be final and binding upon the officer unless the grievance is a class of grievance that may be referred to adjudication.

**18.21** Where an officer 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 the officer of a provision of this Collective Agreement or an arbitral award,  
or
- (b) disciplinary action resulting in discharge, suspension or a financial penalty,  
or
- (c) termination of employment or demotion pursuant to paragraph 12(1)(c),  
(d) or (e) of the *Financial Administration Act*,

and the officer's grievance has not been dealt with to the officer's satisfaction, the officer may refer the grievance to adjudication in accordance with the provisions of the *Public Service Labour Relations Act* and its Regulations.

**18.22** Where a grievance that may be presented by an officer to adjudication is a grievance relating to the interpretation or application in respect of the officer of a provision of this Collective Agreement or an arbitral award, the officer is not entitled to refer the grievance to adjudication unless the Guild signifies in the prescribed manner:

- (a) its approval of the reference of the grievance to adjudication,  
and
- (b) its willingness to represent the officer in the adjudication proceedings.

**18.23** The Employer shall designate a representative at each level in the grievance procedure and shall inform the officers 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. An information copy of the above shall be provided to the Guild.

## **ARTICLE 19**

### **LEAVE – GENERAL**

#### **19.01**

- (a) Subject to clauses 19.02 and 19.03, in the event of termination of employment for reasons other than death or lay-off, unearned leave taken by an officer shall be recovered from any monies owed this officer by the Employer, calculated on the basis of the rate of pay to which the officer is entitled by virtue of the certificate of appointment in effect at the time of termination of the officer's employment.
- (b) The rate of pay used for calculation under paragraph 19.01(a) shall not include a rate of pay pertaining to a position held for a temporary period.

**19.02** When the employment of an officer who has been granted more vacation or sick leave with pay than the officer has earned is terminated by death, the officer is considered to have earned the amount of leave with pay granted.

**19.03** When the employment of an officer who has been granted more vacation or sick leave with pay than the officer has earned is terminated by lay-off, the officer is considered to have earned the amount of leave with pay granted to the officer if, at the time of the officer's lay-off, the officer has completed two (2) or more years of continuous employment.

**19.04** When an officer, who is in receipt of a special duty allowance or an extra duty allowance, is granted leave with pay, the officer is entitled during the officer's period of leave to receive the allowance if the special or extra duties in respect of which the officer is paid the allowance were assigned to the officer on a continuing basis or for a period of two (2) or more months prior to the period of leave.

**19.05** The amount of leave with pay credited to an officer by the Employer at the time when this Agreement is signed, or at the time when the officer becomes subject to this Agreement, shall be retained by the officer.

**19.06** An officer shall not earn leave credits under this Collective Agreement in any month for which leave has already been credited to the officer under the terms of any other collective agreement to which the Employer is a party or under other rules or regulations of the Employer.

**19.07** An officer is not entitled to leave with pay during any period in which the officer is on leave without pay or under suspension.

**19.08** An officer shall not be paid for more than one (1) type of leave with pay with respect to the same time.

**19.09** When the Employer cancels or alters a period of vacation or compensatory leave with pay which it has previously approved in writing, the Employer shall reimburse the officer for the non-returnable portion of vacation contracts and reservations made by the officer in respect of that period, subject to the presentation of such documentation as the Employer may require. The officer will make every reasonable attempt to mitigate any losses incurred and will provide proof of such action to the Employer.

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

**19.11** Except as otherwise specified in this Agreement:

- (a) where leave without pay for a period in excess of three (3) months is granted to an Officer, the total period of leave granted shall be deducted from “continuous employment” for the purpose of calculating severance pay and “service” for the purpose of calculating vacation leave;
- (b) time spent on such leave which is for a period of more than three (3) months shall not be counted for pay increment purposes.

**ARTICLE 20**  
**VACATION LEAVE WITH PAY**

**20.01 Vacation Year**

The vacation year shall be from April 1<sup>st</sup> to March 31<sup>st</sup> inclusive of the following calendar year.

**20.02 Accumulation of Vacation Leave Credits**

Effective April 1, 2010, an officer who has earned at least eighty (80) hours' pay during any calendar month of a vacation year shall earn vacation leave credits at the following rates provided he/she has not earned credits in another bargaining unit with respect to the same month:

- (a) fourteen (14) hours per month until the month in which the anniversary of his/her sixteenth (16<sup>th</sup>) year of continuous employment occurs;  
  
or
- (b) fourteen decimal six seven (14.67) hours per month commencing with the month in which his/her sixteenth (16<sup>th</sup>) anniversary of continuous employment occurs;  
  
or
- (c) fifteen decimal three three (15.33) hours per month commencing with the month in which his/her seventeenth (17<sup>th</sup>) anniversary of continuous employment occurs;  
  
or
- (d) sixteen decimal six seven (16.67) hours per month commencing with the month in which the officer's eighteenth (18<sup>th</sup>) anniversary of continuous employment occurs;  
  
or
- (e) eighteen (18) hours per month commencing with the month in which the officer's twenty-seventh (27<sup>th</sup>) anniversary of continuous employment occurs;

or

- (f) twenty (20) hours per month commencing with the month in which the officer's twenty-eighth (28<sup>th</sup>) anniversary of continuous employment occurs.

**20.03**

- (a) For the purpose of clause 20.02 only, all service within the Public Service, whether continuous or discontinuous, shall count toward vacation leave except where a person who, on leaving the Public Service, takes or has taken severance pay. However, the above exception shall not apply to an Officer who receives severance pay on lay-off and is reappointed to the Public Service within one year following the date of lay-off.

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- (b) For the purpose of clause 20.03(a) only, effective April 1, 2012 on a go forward basis, any former service in the Canadian Forces for a continuous period of six months or more, either as a member of the Regular Force or of the Reserve Force while on Class B or C service, shall be included in the calculation of vacation leave credits, once verifiable evidence of such service has been provided in a manner acceptable to the Employer.

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For greater certainty, severance termination benefits taken under clauses 29.10 to 29.13, or similar provisions in other collective agreements, do not reduce the calculation of service for employees who have not left the public service.

**20.04** Vacation leave with pay shall be granted on an hourly basis with the hours debited for each day of vacation leave being the same as the hours the officer would normally have worked on that day.

**Entitlement to Vacation Leave With Pay**

**20.05** An officer is entitled to vacation leave to the extent of his/her earned credits but an officer who has completed six (6) months of continuous employment may receive an advance of credits equivalent to the anticipated credits for the vacation year.

### **Scheduling of Vacation Leave With Pay**

**20.06** Officers are expected to take all their vacation leave during the vacation year in which it is earned, and the Employer shall, subject to the operational requirements, make reasonable effort to schedule the officer's vacation leave during the vacation year in which it is earned.

**20.07** 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 officers and to give the officer two (2) months notice.

**20.08** The Employer will advise the officer within thirty (30) days of receiving a request for vacation leave that the vacation leave has or has not been approved.

**20.09** When during a period of vacation leave, an officer is granted bereavement leave, the period of vacation leave so displaced will either be added to the vacation period if requested by the officer and approved by the Employer or reinstated to the officer's credit for use at a later date.

### **20.10 Carry-Over and/or Liquidation of Vacation Leave**

(a) Where in any vacation year, an employee has not been granted all of the vacation leave credited to him or her, the unused portion of his or her vacation leave credits up to a maximum of two hundred and eighty (280) hours for those Officers working under Appendix K and L, two hundred and ninety-four (294) hours for those Officers working under Appendix I, three hundred and twenty-six decimal two (326.2) hours for those Officers working under Appendix J; and three hundred and thirty-six (336) hours for those Officers working under Appendix H, shall be carried over into the following vacation year. All vacation leave credits in excess of the foregoing maxima shall be automatically paid in cash at his or her rate of pay as calculated from the classification prescribed in his or her certificate of appointment of his or her substantive position on the last day of the vacation year.

(b)

(i) Notwithstanding paragraph (a), on the date of signing of this Agreement or on the date an officer becomes subject to this Agreement, he or she has more than the limits provided in paragraph (a) above of unused vacation leave credits earned

during previous years, this number of unused vacation leave credits shall become the officer's accumulated leave maximum.

- (ii) Unused vacation leave credits equivalent to the officer's accumulated leave maximum shall be carried over into the following vacation year.
- (iii) Unused vacation leave credits in excess of the officer's accumulated leave maximum shall be automatically paid in cash at his or her rate of pay as calculated from the classification prescribed in his or her certificate of appointment of his or her substantive position on the last day of the vacation year.

Effective April 1, 2010:

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- (c) The rate of pay specified above shall be the appropriate hourly rate of pay specified in Appendix "A", "B", "C" and "D" as applicable.
- (d) The officer's accumulated leave maximum as calculated pursuant to clause (b)(i) above shall be reduced irrevocably by the number of vacation leave credits liquidated in excess of the officer's annual vacation leave entitlement during the vacation year.
- (e) Notwithstanding (b)(iii) above, where the Employer cancels a period of vacation leave which has been previously approved in writing and which cannot be rescheduled before the end of the vacation year, the cancelled leave may be carried over into the following vacation year.
- (f) During any vacation year, upon application by the Officer and at the discretion of the Employer, earned but unused vacation leave credits in excess of one hundred and twenty (120) hours of credits may be paid in cash at the Officer's rate of pay as calculated from the classification prescribed in the certificate of appointment of the Officer's substantive position on March 31<sup>st</sup> of the previous vacation year.

#### **20.11 Recall From Vacation Leave With Pay**

- (a) The Employer shall make every reasonable effort to assign available officers in such a manner that an officer who is on vacation leave is not recalled to duty.

- (b) When during any period of vacation leave or combination of vacation and compensatory leave, an officer is recalled to duty, he/she shall be reimbursed for reasonable expenses, as normally defined by the Employer, that he/she incurs:
  - (i) in proceeding to his/her place of duty,  
and
  - (ii) in returning to the place from which he/she was recalled if he/she immediately resumes vacation upon completing the assignment for which he/she was recalled, after submitting such accounts as are normally required by the Employer.
- (c) The officer shall not be considered as being on vacation leave or a combination of vacation and compensatory leave during any period in respect of which he/she is entitled under clause 20.11(b) to be reimbursed for reasonable expenses incurred by the officer.

**Leave When Employment Terminates**

**20.12** When an officer dies or otherwise ceases to be employed, he/she or his/her estate shall be paid an amount equal to the product obtained by multiplying the number of hours of earned but unused vacation leave with pay to his/her credit by the hourly rate of pay to which he/she is entitled by virtue of the certificate of appointment in effect at the time of the termination of his employment, but such rate of pay shall not include a rate of pay pertaining to a position held for a temporary period.

**20.13** Notwithstanding clause 20.12, an officer whose employment is terminated by reason of a declaration that he/she abandoned his/her position is not entitled to receive the payment referred to in clause 20.12 unless he requests it in writing within six (6) months following the date upon which his employment is terminated.

**ARTICLE 21**  
**DESIGNATED HOLIDAYS**

**21.01** Subject to clause 21.02, the following days shall be designated holidays with pay for officers:

- (a) New Year's Day,
  - (b) Good Friday,
  - (c) Easter Monday,
  - (d) the day fixed by proclamation of the Governor in Council for celebration of the Sovereign's birthday,
  - (e) Canada Day,
  - (f) Labour Day,
  - (g) the day fixed by proclamation of the Governor in Council as a general day of Thanksgiving,
  - (h) Remembrance Day,
  - (i) Christmas Day,
  - (j) Boxing Day,
  - (k) one (1) 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 officer 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 (1<sup>st</sup>) Monday in August,
- and
- (1) one (1) additional day when proclaimed by an Act of Parliament as a national holiday.

**21.02**

- (a) Except as provided in this Article, an officer who receives full pay for either the working day immediately preceding or immediately following the designated holiday shall be paid for the holiday. For other officers the holiday shall be an unpaid holiday.
- (b) Notwithstanding clause 21.02(a), an officer who is granted leave without pay under the provisions of clauses 17.05, 17.06 and 17.08 of Article 17 “Leave for Guild Business or for Other Activities under the *Public Service Labour Relations Act*” and in respect of whom the Guild has certified that the officer was paid by the Guild for Guild business conducted on the working day immediately preceding and the working day following the designated holiday shall be paid for the holiday.
- (c) An officer who is absent without permission on a designated holiday on which the officer was required to work shall not be entitled to be paid for the holiday.

**21.03 Holiday Falling on a Day of Rest**

When a day designated as a holiday under clause 21.01 coincides with an officer’s day of rest, the holiday shall be moved to the officer’s normal working day following the day of rest. When a day that is a designated holiday is so moved to a day on which the officer is on leave, that day shall count as a holiday and not as a day of leave.

**21.04** When a day designated as a holiday for an officer is moved to another day under the provisions of clause 21.03:

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

**21.05 Compensation for Work on a Holiday**

Where an officer works on a holiday, the officer shall be entitled, in addition to the eight (8) hours pay the officer would have been granted had the officer not worked on the holiday, to compensation at the rate of:

- (a) time and one-half (1 1/2) for all hours worked up to eight (8) hours;  
and
- (b) double (2) time for hours worked in excess of the eight (8) hours of work;  
or
- (c) where an officer works on a holiday contiguous to a day of rest on which the officer has also worked and received overtime in accordance with clause 30.08(c), the officer shall be paid in addition to the pay that the officer would have been granted had the officer not worked on the holiday, double (2) time for hours worked.

**21.06 Masters/Commanding Officers, Dredge Masters or Chief Engineers**

Notwithstanding the provisions of clause 21.05, where an officer who holds a position identified in Appendix "G" works on a holiday, the officer shall be entitled, in addition to the pay the officer would have been granted had the officer not worked on the holiday, to be compensated:

- (a) at time and one-half (1 1/2) for hours worked up to eight (8) hours;  
and
- (b) double (2) time for hours worked in excess of the eight (8) hours of work;  
or
- (c) at double time (2.0) for hours worked not exceeding the officer's normal designated hours of work if the holiday is contiguous to a day of rest on which the officer worked and received compensation in accordance with clause 30.08(c).

**21.07** Compensation earned for hours worked on a holiday will be paid off in accordance with Appendices "I", "J" and "K".

**21.08 Holiday Coinciding With a Day of Paid Leave**

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

**ARTICLE 22**  
**SICK LEAVE WITH PAY**

**22.01 Credits**

An officer shall earn sick leave credits at the rate of ten (10) hours for each calendar month for which the officer receives at least eighty (80) hours' pay.

**22.02** Sick leave with pay shall be granted on an hourly basis with the hours debited for each day of sick leave being the same as the hours the officer would normally have worked on that day.

**Granting of Sick Leave With Pay**

**22.03** An officer is eligible for sick leave with pay when the officer is unable to perform his/her duties because of illness or injury provided that:

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

**22.04** Unless otherwise informed by the Employer, a statement signed by the officer stating that because of illness or injury the officer was unable to perform his/her duties shall, when delivered to the Employer, be considered as meeting the requirements of paragraph 22.03(a).

**22.05** Subject to Appendices "H", "I" and "J", where an officer has insufficient or no credits to cover the granting of sick leave with pay under the provisions of paragraph 22.03, sick leave with pay may, at the discretion of the Employer, be granted:

- (a) if the officer is awaiting a decision on an application for injury-on-duty leave,
  - (i) for a period of up to two hundred (200) hours,
- (b) for all other cases,
  - (i) for a period of up to one hundred and twenty (120) hours,

subject to the deduction of such advanced leave from any sick leave credits subsequently earned, and, in the event of termination of employment for reasons other than death or lay-off, the recovery of the advance from any monies owed the officer.

**22.06** When an officer 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 officer was not granted sick leave with pay.

**22.07** Where, in respect of any period of vacation or compensatory leave, an officer is granted sick leave with pay in accordance with paragraph 22.03, the period of vacation or compensatory leave so displaced shall be reinstated to the officer's credit. This provision does not apply to seasonal officers during the off-duty season.

**22.08** Sick leave credits earned but unused by an officer during a previous period of employment in the Public Service shall be restored to an officer whose employment was terminated by reason of lay-off and who is reappointed to the Public Service within one (1) year from the date of lay-off.

**22.09** The Employer agrees that an officer recommended for release from employment under section 31 of the *Public Service Employment Act* for incapacity by reason of ill-health shall not be released at a date earlier than the date at which the officer will have utilized all the officer's accumulated sick leave credits.

## **ARTICLE 23**

### **OTHER TYPES OF LEAVE WITH OR WITHOUT PAY**

**23.01** In respect of any requests for leave under this Article, the officer, when required by the Employer, must provide satisfactory validation of the circumstances necessitating such requests, in such manner and at such time as may be determined by the Employer.

#### **23.02 Bereavement Leave With Pay**

For the purpose of this clause, immediate family is defined as father, mother, (or alternatively stepfather, stepmother or foster parent), brother, sister, spouse, (including common-law spouse resident with the officer), child of the officer (including child of common-law spouse), stepchild or ward of the officer,

father-in-law, mother-in-law, grandchild and relative permanently residing in the officer's household or with whom the officer permanently resides.

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- (a) Where a member of an officer's immediate family dies, and it is practical for an officer to leave and rejoin the vessel, the officer shall be entitled to bereavement leave with pay for a period of up to five (5) consecutive calendar days, including the day of the memorial commemorating the deceased. During such period, the officer shall be granted leave with pay for those days which are not the regularly scheduled days of rest for that officer. In addition, the officer may be granted up to three (3) days' leave for the purpose of travel related to the death.

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- (b) In special circumstances and at the request of the officer, bereavement leave may be extended beyond the day of the memorial commemorating the deceased but the total number of days granted must be consecutive and not greater in number than those provided for in paragraph 23.02(a), and must include the day of the funeral.
- (c) An officer is entitled to bereavement leave with pay, up to a maximum of one (1) day, if it is practical for the officer to leave and rejoin the vessel, in the event of the death of the officer's grandparent, son-in-law, daughter-in-law, brother-in-law and sister-in-law.
- (d) 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 deputy head of a department may, after considering the particular circumstances involved, defer or grant bereavement leave with pay for a period greater than that provided for in subparagraph 23.02(a), (b) and (c).
- (e) If, during a period of paid leave an officer is bereaved in circumstances under which the officer would have been eligible for bereavement leave under subparagraph (a), (b) or (c) of this clause, the officer shall be granted bereavement leave and his/her paid leave credits shall be restored to the extent of any concurrent bereavement leave granted.

### **23.03 Personnel Selection Leave With Pay**

Where an officer participates in a personnel selection process for a position in the Public Service, as defined in the *Public Service Labour Relations Act*, the officer is entitled to leave with pay for the period during which the officer's presence is required for purposes of the selection process, and for such further period as the Employer considers reasonable for the officer to travel to and from the place where his/her presence is so required.

### **23.04 Court Leave With Pay**

The Employer shall grant leave with pay to an officer for the period of time the officer is required:

- (a) to be available for jury selection;
- (b) to serve on a jury;
- or
- (c) by subpoena or summons 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 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/her 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.

**23.05 Injury-on-duty Leave With Pay**

- (a) An officer shall be granted injury-on-duty leave with pay for such reasonable period as may be determined by the Employer where a claim has been made pursuant to the *Government Employees Compensation Act*, and a Workers' Compensation authority has notified the Employer that it has certified that the officer is unable to work because of:
- (i) personal injury accidentally received in the performance of his/her duties and not caused by the officer's willful misconduct;
  - or
  - (ii) sickness resulting from the nature of his/her employment;
  - or
  - (iii) over-exposure to radioactivity or other hazardous conditions in the course of his/her employment,
- if the officer agrees to remit to the Receiver General for Canada any amount received by him/her in compensation for loss of pay resulting from or in respect of such injury, sickness or exposure providing, however, that such amount does not stem from a personal disability policy for which the officer or the officer's agent has paid the premium.
- (b) If a designated holiday falls during a period of injury-on-duty leave, the officer will be paid for the holiday and injury-on-duty leave will not be granted for that day.

**23.06 Examination Leave With Pay**

Subject to operational requirements and at the discretion of the Employer, examination leave with pay may be granted to an officer for the purpose of writing an examination in order to qualify for a higher professional certificate of competency, provided the qualification can in the opinion of the Employer increase the officer's usefulness to the Employer. The fee for the nautical examination will be paid by the Employer upon the officer's successful completion of the examination.

### **23.07 Educational Leave**

Subject to operational requirements and at the discretion of the Employer, educational leave with or without pay may be granted by the Employer to permit an officer to upgrade his/her professional qualification where in the opinion of the Employer such qualification will increase the officer's usefulness to the Employer.

### **23.08 Career Development Leave With Pay**

- (a) Career development refers to an activity which in the opinion of the Employer is likely to be of assistance to the individual in furthering his/her career development and to the organization in achieving its goals.

The following activities shall be deemed to be part of career development:

- (i) a course given 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 officer's work.
- (b) Upon written application by the officer, and with the approval of the Employer, career development leave with pay may be given for any one of the activities described in paragraph 23.08(a) above. The officer shall receive no compensation under Article 30, Hours of Work and Overtime, and Article 24, Travelling Time, during time spent on career development leave provided for in this clause.
- (c) Officers on career development leave may be reimbursed for all reasonable travel and other expenses incurred by them which the Employer may deem appropriate.

### **23.09 Maternity Leave without Pay**

- (a) An officer who becomes pregnant shall, upon request, be granted maternity leave without pay for a period beginning before, on or after the termination date of pregnancy and ending not later than eighteen (18) weeks after the termination date of pregnancy.
- (b) Notwithstanding paragraph (a):

- (i) where the officer has not yet proceeded on maternity leave without pay and her newborn child is hospitalized,

or

- (ii) where the officer has proceeded on maternity leave without pay and then returns to work for all or part of the period during which her newborn child is hospitalized,

the period of maternity leave without pay defined in paragraph (a) may be extended beyond the date falling eighteen (18) weeks after the date of termination of pregnancy by a period equal to that portion of the period of the child's hospitalization during which the officer was not on maternity leave, to a maximum of eighteen (18) weeks.

- (c) The extension described in paragraph (b) shall end not later than fifty-two (52) weeks after the termination date of pregnancy.
- (d) The Employer may require an officer to submit a medical certificate certifying pregnancy.
- (e) An officer who has not commenced maternity leave without pay may elect to:
  - (i) use earned vacation and compensatory leave credits up to and beyond the date that her pregnancy terminates;
  - (ii) use her sick leave credits up to and beyond the date that her pregnancy terminates, subject to the provisions set out in Article 22, Sick Leave With Pay. For purposes of this subparagraph, the terms "illness" or "injury" used in Article 22, Sick Leave With Pay, shall include medical disability related to pregnancy.
- (f) An officer shall inform the Employer in writing of her plans for taking leave with and without pay to cover her absence from work due to the pregnancy at least four (4) weeks in advance of the initial date of continuous leave of absence during which termination of pregnancy is expected to occur unless there is a valid reason why the notice cannot be given.

- (g) Leave granted under this clause 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 be counted for pay increment purposes.

### **23.10 Maternity Allowance**

- (a) An officer who has been granted maternity leave without pay shall be paid a maternity allowance in accordance with the terms of the Supplemental Unemployment Benefit (SUB) Plan described in paragraph (c) to (i), provided that she:
- (i) has completed six (6) months of continuous employment before the commencement of her maternity leave without pay,
  - (ii) provides the Employer with proof that she has applied for and is in receipt of maternity benefits under the Employment Insurance or the Québec Parental Insurance Plan in respect of insurable employment with the Employer,
- and
- (iii) has signed an agreement with the Employer stating that:
    - (A) she will return to work on the expiry date of her maternity leave without pay unless the return to work date is modified by the approval of another form of leave;
    - (B) following her return to work, as described in section (A), she will work for a period equal to the period she was in receipt of the maternity allowance;
    - (C) should she fail to return to work in accordance with section (A), or should she return to work but fail to work for the total period specified in section (B), for reasons other than death, lay-off, early termination due to lack of work or discontinuance of a function of a specified period of employment that would have been sufficient to meet the obligations specified in section (B), or having become disabled as defined in the *Public Service*

*Superannuation Act*, she will be indebted to the Employer for an amount determined as follows:

$$\frac{\text{(allowance received)} \quad \times \quad \text{(remaining period to be worked following her return to work)}}{\text{[total period to be worked as specified in (B)]}}$$

however, an officer whose specified period of employment expired and who is rehired in any portion of the Core Public Administration as specified in the *Public Service Labour Relation Act* within a period of ninety (90) days or less is not indebted for the amount if her new period of employment is sufficient to meet the obligations specified in section (B).

- (b) For the purpose of sections (a)(iii)(B), and (C), periods of leave with pay shall count as time worked. Periods of leave without pay during the officer’s return to work will not be counted as time worked but shall interrupt the period referred to in section (a)(iii)(B), without activating the recovery provisions described in section (a)(iii)(C).
- (c) Maternity allowance payments made in accordance with the SUB Plan will consist of the following:
  - (i) where an officer is subject to a waiting period of two (2) weeks before receiving Employment Insurance maternity benefits, ninety-three per cent (93%) of her weekly rate of pay for each week of the waiting period, less any other monies earned during this period,
 

and
  - (ii) for each week that the officer receives a maternity benefit under the Employment Insurance or the Québec Parental Insurance Plan, she is eligible to receive the difference between ninety-three per cent (93%) of her weekly rate of pay and the maternity benefit, less any other monies earned during this period which may result in a decrease in her maternity benefit to which she would have been eligible if no extra monies had been earned during this period.

- (d) At the officer's request, the payment referred to in subparagraph 23.10(c)(i) will be estimated and advanced to the officer. Adjustments will be made once the officer provides proof of receipt of Employment Insurance or Québec Parental Insurance maternity benefits.
- (e) The maternity allowance to which an officer is entitled is limited to that provided in paragraph (c) and an officer will not be reimbursed for any amount that she may be required to repay pursuant to the *Employment Insurance Act* or the *Parental Insurance Act* in Québec.
- (f) The weekly rate of pay referred to in paragraph (c) shall be:
  - (i) for a full-time officer, the officer's weekly rate of pay on the day immediately preceding the commencement of maternity leave without pay,

Effective April 1, 2010:

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The weekly rate of pay is equal to the hourly rate provided in appendix "A", "B" or "C" as applicable multiplied by:

Forty-two (42) for full-time officers working under Appendix "H" or "I";

Forty-six (46) for full-time officers working under Appendix "J";

Forty (40) for full-time officers working under Appendix "K".

- (ii) for an officer who has been employed on a part-time or on a combined full-time and part-time basis during the six (6) month period preceding the commencement of maternity leave, the rate obtained by multiplying the weekly rate of pay in subparagraph (i) by the fraction obtained by dividing the officer's straight time earnings by the straight time earnings the officer would have earned working full-time during such period.
- (g) The weekly rate of pay referred to in paragraph (f) shall be the rate to which the officer is entitled for her substantive level to which she is appointed.

- (h) Notwithstanding paragraph (g), and subject to subparagraph (f)(ii), if on the day immediately preceding the commencement of maternity leave without pay an officer has been on an acting assignment for at least four (4) months, the weekly rate shall be the rate she was being paid on that day.
- (i) Where an officer becomes eligible for a pay increment or pay revision while in receipt of the maternity allowance, the allowance shall be adjusted accordingly.
- (j) Maternity allowance payments made under the SUB Plan will neither reduce nor increase an officer's deferred remuneration or severance pay.

### **23.11 Special Maternity Allowance for Totally Disabled Officers**

- (a) An officer who:
  - (i) fails to satisfy the eligibility requirement specified in subparagraph 23.10(a)(ii) solely because a concurrent entitlement to benefits under the Disability Insurance (DI) Plan, the Longterm Disability (LTD) Insurance portion of the Public Service Management Insurance Plan (PSMIP) or the *Government Employees Compensation Act* prevents her from receiving Employment Insurance or Québec Parental Insurance maternity benefits,
  - and
  - (ii) has satisfied all of the other eligibility criteria specified in paragraph 23.10(a), other than those specified in sections (A) and (B) of subparagraph 23.10(a)(iii),

shall be paid, in respect of each week of maternity allowance not received for the reason described in subparagraph (i), the difference between ninety-three per cent (93%) of her weekly rate of pay and the gross amount of her weekly disability benefit under the DI Plan, the LTD Plan or via the *Government Employees Compensation Act*.

Effective April 1, 2010:

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The weekly rate of pay is equal to the hourly rate provided in appendix "A", "B" or "C" as applicable multiplied by:

Forty-two (42) for full-time officers working under Appendix "H" or "I";

Forty-six (46) for full-time officers working under Appendix "J";

Forty (40) for full-time officers working under Appendix "K".

- (b) An officer shall be paid an allowance under this clause and under clause 23.10 for a combined period of no more than the number of weeks during which she would have been eligible for maternity benefits under the Employment Insurance or Québec Parental Insurance Plan had she not been disqualified from Employment Insurance or Québec Parental Insurance maternity benefits for the reasons described in subparagraph (a)(i).

**23.12 Parental Leave Without Pay**

- (a) Where an officer has or will have the actual care and custody of a new-born child (including the new-born child of a common-law spouse), the officer shall, upon request, be granted parental leave without pay for a single period of up to thirty-seven (37) consecutive weeks in the fifty-two (52) week period beginning on the day on which the child is born or the day on which the child comes into the officer's care.
- (b) Where an officer commences legal proceedings under the laws of a province to adopt a child or obtains an order under the laws of a province for the adoption of a child, the officer shall, upon request, be granted parental leave without pay for a single period of up to thirty-seven (37) consecutive weeks in the fifty-two week (52) period beginning on the day on which the child comes into the officer's care.
- (c) Notwithstanding paragraphs (a) and (b) above, at the request of an officer and at the discretion of the Employer, the leave referred to in the paragraphs (a) and (b) above may be taken in two periods.

- (d) Notwithstanding paragraphs (a) and (b):
- (i) where the officer's child is hospitalized within the period defined in the above paragraphs, and the officer has not yet proceeded on parental leave without pay,
- or
- (ii) where the officer has proceeded on parental leave without pay and then returns to work for all or part of the period during which his or her child is hospitalized,
- the period of parental leave without pay specified in the original leave request may be extended by a period equal to that portion of the period of the child's hospitalization during which the officer was not on parental leave. However, the extension shall end not later than one hundred and four (104) weeks after the day on which the child comes into the officer's care.
- (e) An officer who intends to request parental leave without pay shall notify the Employer at least four (4) weeks in advance of the commencement date of such leave.
- (f) The Employer may:
- (i) defer the commencement of parental leave without pay at the request of the officer;
  - (ii) grant the officer parental leave without pay with less than four (4) weeks' notice;
  - (iii) require an officer to submit a birth certificate or proof of adoption of the child.
- (g) Leave granted under this clause shall count for the calculation of "continuous employment" for the purpose of calculating severance pay and "service" for the purpose of calculating vacation leave. Time spent on such leave shall count for pay increment purposes.

### **23.13 Parental Allowance**

- (a) An officer who has been granted parental leave without pay, shall be paid a parental allowance in accordance with the terms of the Supplemental

Unemployment Benefit (SUB) Plan described in paragraphs (c) to (i), providing he or she:

- (i) has completed six (6) months of continuous employment before the commencement of parental leave without pay,
- (ii) provides the Employer with proof that he or she has applied for and is in receipt of parental, paternity or adoption benefits under the Employment Insurance or Québec Parental Insurance Plan in respect of insurable employment with the Employer,

and

- (iii) has signed an agreement with the Employer stating that:
  - (A) the officer will return to work on the expiry date of his/her parental leave without pay, unless the return to work date is modified by the approval of another form of leave;
  - (B) Following his or her return to work, as described in section (A), the officer will work for a period equal to the period the officer was in receipt of the parental allowance, in addition to the period of time referred to in section 23.10(a)(iii)(B), if applicable;
  - (C) should he or she fail to return to work in accordance with section (A) or should he or she return to work but fail to work the total period specified in section (B), for reasons other than death, lay-off, early termination due to lack of work or discontinuance of a function of a specified period of employment that would have been sufficient to meet the obligations specified in section (B), or having become disabled as defined in the *Public Service Superannuation Act*, he or she will be indebted to the Employer for an amount determined as follows:

(allowance received)	X	(remaining period to be worked following his/her return to work)
		<hr style="width: 50%; margin: 0 auto;"/> [total period to be worked as specified in (B)]

however, an officer whose specified period of employment expired and who is rehired in any portion of the Core Public Administration as specified in the *Public Service Labour Relations Act* within a period of ninety (90) days or less is not indebted for the amount if his or her new period of employment is sufficient to meet the obligations specified in section (B).

- (b) For the purpose of sections (a)(iii)(B), and (C), periods of leave with pay shall count as time worked. Periods of leave without pay during the officer's return to work will not be counted as time worked but shall interrupt the period referred to in section (a)(iii)(B), without activating the recovery provisions described in section (a)(iii)(C).
- (c) Parental Allowance payments made in accordance with the SUB Plan will consist of the following:
  - (i) where an officer is subject to a waiting period of two (2) weeks before receiving Employment Insurance parental benefits, ninety-three per cent (93%) of his/her weekly rate of pay for each week of the waiting period, less any other monies earned during this period;
  - (ii) for each week the officer receives parental, adoption or paternity benefits under the Employment Insurance or the Québec Parental Insurance Plan, he or she is eligible to receive the difference between ninety-three per cent (93%) of his or her weekly rate of pay and the parental, adoption or paternity benefit, less any other monies earned during this period which may result in a decrease in his/her parental, adoption or paternity benefit to which he or she would have been eligible if no extra monies had been earned during this period;
  - (iii) where an officer has received the full eighteen (18) weeks of maternity benefit and the full thirty-two (32) weeks of parental benefit under the Québec Parental Insurance Plan and thereafter remains on parental leave without pay, she is eligible to receive a further parental allowance for a period of two (2) weeks, ninety-three per cent (93%) of her weekly rate of pay for each week, less any other monies earned during this period.

- (d) At the officer's request, the payment referred to in subparagraph 23.13(c)(i) will be estimated and advanced to the officer. Adjustments will be made once the officer provides proof of receipt of Employment Insurance or Québec Parental Insurance Plan parental benefits.
- (e) The parental allowance to which an officer is entitled is limited to that provided in paragraph (c) and an officer will not be reimbursed for any amount that he or she is required to repay pursuant to the *Employment Insurance Act* or *Parental Insurance Act* in Quebec.
- (f) The weekly rate of pay referred to in paragraph (c) shall be:
  - (i) for a full-time officer, the officer's weekly rate of pay on the day immediately preceding the commencement of maternity or parental leave without pay;

Effective April 1, 2010:

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The weekly rate of pay is equal to the hourly rate provided in appendix "A", "B" or "C" as applicable multiplied by:

Forty-two (42) for full-time officers working under Appendix "H" or "I";

Forty-six (46) for full-time officers working under Appendix "J";

Forty (40) for full-time officers working under Appendix "K".

- (ii) for an officer who has been employed on a part-time or on a combined full time and part-time basis during the six (6) month period preceding the commencement of maternity or parental leave without pay, the rate obtained by multiplying the weekly rate of pay in subparagraph (i) by the fraction obtained by dividing the officer's straight time earnings by the straight time earnings the officer would have earned working full time during such period.

- (g) The weekly rate of pay referred to in paragraph (f) shall be the rate to which the officer is entitled for the substantive level to which she or he is appointed.
- (h) Notwithstanding paragraph (g), and subject to subparagraph (f)(ii), if on the day immediately preceding the commencement of parental leave without pay an officer is performing an acting assignment for at least four (4) months, the weekly rate shall be the rate the officer was being paid on that day.
- (i) Where an officer becomes eligible for a pay increment or pay revision while in receipt of parental allowance, the allowance shall be adjusted accordingly.
- (j) Parental allowance payments made under the SUB Plan will neither reduce nor increase an officer's deferred remuneration or severance pay.
- (k) The maximum combined maternity and parental allowances payable under this collective agreement shall not exceed fifty-two (52) weeks for each combined maternity and parental leave without pay.

#### **23.14 Special Parental Allowance for Totally Disabled Officers**

- (a) An officer who:
  - (i) fails to satisfy the eligibility requirement specified in subparagraph 23.13(a)(ii) solely because a concurrent entitlement to benefits under the Disability Insurance (DI) Plan, the Long-term Disability (LTD) Insurance portion of the Public Service Management Insurance Plan (PSMIP) or via the *Government Employees Compensation Act* prevents the officer from receiving Employment Insurance or Québec Parental Insurance Plan benefits,
  - and
  - (ii) has satisfied all of the other eligibility criteria specified in paragraph 23.13(a), other than those specified in sections (A) and (B) of subparagraph 23.13(a)(iii),

shall be paid, in respect of each week of benefits under the parental allowance not received for the reason described in subparagraph (i), the difference between ninety-three per cent (93%) of the officer's rate of pay

and the gross amount of his or her weekly disability benefit under the DI Plan, the LTD Plan or via the *Government Employees Compensation Act*.

Effective April 1, 2010:

\*\*

The weekly rate of pay is equal to the hourly rate provided in appendix "A", "B" or "C" as applicable multiplied by:

Forty-two (42) for full-time officers working under Appendix "H" or "I";

Forty-six (46) for full-time officers working under Appendix "J";

Forty (40) for full-time officers working under Appendix "K".

- (b) An officer shall be paid an allowance under this clause and under clause 23.13 for a combined period of no more than the number of weeks during which the officer would have been eligible for parental, paternity or adoption benefits under the Employment Insurance or Québec Parental Insurance Plan, had the officer not been disqualified from Employment Insurance or Québec Parental Insurance Plan benefits for the reasons described in subparagraph (a)(i).

### **23.15 Leave Without Pay for the Care and Nurturing of Preschool Age Children**

Subject to operational requirements as determined by the Employer an officer shall be granted leave without pay for the personal care and nurturing of the officer's preschool age children in accordance with the following conditions:

- (a) an officer shall notify the Employer in writing as far in advance as possible but not less than four (4) weeks in advance of the commencement date of such leave;
- (b) leave granted under this clause shall be for a minimum period of six (6) months;
- (c) the total leave granted under this clause shall not exceed five (5) years during an officer's total period of employment in the Public Service;

- (d) leave granted under this clause shall be deducted from the calculation of “continuous employment” for the purpose of calculating severance pay and for the purpose of calculating vacation leave;
- (e) time spent on such leave shall not be counted for pay increment purposes.

### **23.16 Leave Without Pay for Family-Related Needs**

Leave without pay will be granted for family-related needs, in the following manner:

- (a) Subject to operational requirements as determined by the Employer, leave without pay for a period of up to three (3) months will be granted to an officer for family-related needs.
- (b) Subject to operational requirements as determined by the Employer, leave without pay of more than three (3) months but not exceeding one (1) year will be granted to an officer for family-related needs.
- (c) An officer is entitled to leave without pay for family-related needs only once under each of (a) and (b) of this clause during the officer’s total period of employment in the Public Service. Leave without pay granted under this clause may not be used in combination with maternity, paternity or adoption leave without the consent of the Employer.
- (d) Leave without pay granted under subsection (a) of this clause shall be counted for the calculation of “continuous employment” for the purpose of calculating severance pay and for the purpose of calculating vacation leave. Time spent on such leave shall be counted for pay increment purposes.
- (e) Leave without pay granted under subsection (b) of this clause shall be deducted from the calculation of “continuous employment” for the purpose of calculating severance pay and for the purpose of calculating vacation leave for the officer involved. Time spent on such leave shall not be counted for pay increment purposes.

### **23.17 Leave Without Pay for Relocation of Spouse**

- (a) At the request of an officer, leave without pay for a period of up to one (1) year shall be granted to an officer whose spouse is permanently relocated and up to five (5) years to an officer whose spouse is temporarily relocated.

- (b) Leave without pay granted under this clause shall be deducted from the calculation of “continuous employment” for the purpose of calculating severance pay and vacation leave for the officer involved, except where the period of such leave is less than three (3) months. Time spent on such leave which is for a period of more than three (3) months shall not be counted for pay increment purposes.

**23.18 Leave With Pay for Family-Related Responsibilities**

- (a) For the purpose of this clause, family is defined as spouse (or common-law spouse resident with the officer), dependent children (including children of legal or common-law spouse), parents (including stepparents or foster parents), or any relative permanently resident in the officer’s household or with whom the officer permanently resides.
- (b) The Employer shall grant leave with pay under the following circumstances:
  - (i) while an officer is expected to make every reasonable effort to schedule medical or dental appointments for dependent family members to minimize or preclude the officer’s absence from work, however, when alternative arrangements are not possible, an officer shall be granted up to one-half (1/2) day for a medical or dental appointment when the dependent family member is incapable of attending the appointment by himself/herself, or for appointments with appropriate authorities in schools or adoption agencies. An officer requesting leave under this provision must notify his/her supervisor of the appointment as far in advance as possible;
  - (ii) up to two (2) consecutive days of leave with pay to provide for the immediate and temporary care of a sick member of the officer’s family and to provide an officer with time to make alternate care arrangements where the illness is of a longer duration;
  - (iii) one (1) day’s leave with pay for needs directly related to the birth or to the adoption of the officer’s child. This leave may be divided into two (2) periods and granted on separate days;

- (iv) five (5) days marriage leave for the purpose of getting married provided the officer gives the Employer at least five (5) days notices.
- (c) The total leave with pay which may be granted under subparagraph (b)(i), (ii), (iii) and (iv) shall not exceed five (5) days in a fiscal year.

### **23.19 Leave With or Without Pay for Other Reasons**

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

### **23.20 Volunteer Leave**

Effective April 1, 2010, subject to operational requirements as determined by the Employer and with an advance notice of at least five (5) working days, the officer shall be granted, in each fiscal year, a single period of up to eight (8) hours of leave with pay to work as a volunteer for a charitable or community organization or activity, other than for activities related to the Government of Canada Workplace Charitable Campaign.

The leave will be scheduled at times convenient to both the officer and the Employer. Nevertheless, the Employer shall make every reasonable effort to grant the leave at such times as the officer may request.

### **23.21 Personal Leave**

Effective April 1, 2010, subject to operational requirements as determined by the Employer and with an advance notice of at least five (5) working days, the officer shall be granted, in each fiscal year, a single period of up to eight (8) hours of leave with pay for reasons of a personal nature.

The leave will be scheduled at times convenient to both the officer and the Employer. Nevertheless, the Employer shall make every reasonable effort to grant the leave at such times as the officer may request.

## **ARTICLE 24**

### **TRAVELLING TIME**

**24.01** For the purposes of this Agreement, travelling time is compensated for only in the circumstances and to the extent provided for in this Article.

**24.02** When an officer is required to travel to or from his/her headquarters area on government business, as this expression is defined by the Employer, the time of departure and the means of such travel shall be determined by the Employer and the officer will be compensated for travelling time on that basis in accordance with clauses 24.03 and 24.04. Travelling time shall include time necessarily spent at each stopover en route provided such stopover is not longer than three (3) hours.

**24.03** For the purposes of clauses 24.02 and 24.04, the travelling time to which an officer shall be compensated is as follows:

- (a) for travel by public transportation, the time between the regularly scheduled time of departure and the regularly scheduled time of arrival at a destination, including the normal travel time to and from point of departure, as determined by the Employer;
- (b) for travel by private means of transportation the normal time as determined by the Employer to proceed from the officer's place of residence or work place, as applicable, direct to the officer's destination and, upon the officer's return, directly back to the officer's residence or work place;
- (c) in the event that an alternate time of departure and/or means of travel is requested by the officer, the Employer may authorize such alternate arrangements in which case compensation for travelling time shall not exceed that which would have been payable under the Employer's original determination.

**24.04** If an officer is required to travel as set forth in clauses 24.02 and 24.03:

- (a) On a normal working day on which the officer travels but does not work, the officer shall receive his/her regular pay for the day.
- (b) On a normal working day on which the officer travels and works, the officer shall be paid:
  - (i) the officer's regular pay for the day for a combined period of travel and work not exceeding the officer's normal daily hours of work;

and

- (ii) at the applicable overtime rate for additional travelling time in excess of the officer's normal daily hours of work, with a maximum payment for such additional travelling time not to exceed eight (8) hours' pay at the straight-time rate in any day.
- (c) On a day of rest or on a designated holiday on which the officer travels, the officer shall be paid at the applicable overtime rate for travelling time to a maximum of eight (8) hours' pay at the applicable overtime rate.

**24.05** Clause 24.04 above does not apply to an officer travelling by means of any type of transport in which the officer is required to perform work. In such circumstances, the officer shall receive the greater of:

- (a) on a normal working day, the officer's regular pay for the day,
- or
- (b) pay for actual hours worked in accordance with Articles 21 and 30 of this Agreement.

**24.06** Subparagraph 24.04(b)(ii) does not apply to officers holding the position of Master/Commanding Officer, Dredge Master or Chief Engineer receiving Appendix "G".

**24.07** Compensation under this Article shall not be paid for travelling time to courses, training sessions, conferences and seminars unless the officer is required to attend by the Employer.

**24.08** The Employer may, at its discretion, provide chartered transportation between the vessel and the Officer's home port. In such circumstances, an officer will not be entitled to any other reimbursement under this article.

## **ARTICLE 25**

### **MEALS AND QUARTERS**

**25.01** When an officer is working on a vessel which is equipped with a galley and quarters, the officer shall be entitled to receive meals and quarters, except as otherwise provided in clause 25.02.

**25.02** When an officer is working on a vessel on which meals and/or quarters normally provided as per clause 25.01 are not available, and the Employer does not provide alternative meals and/or quarters, an officer shall be entitled to:

- (a) when the vessel is away from home port, reimbursement for actual and reasonable costs incurred for meals and lodging;

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- (b) when the vessel is in home port, ten dollars and ninety-eight cents (\$10.98) per day in lieu of meals and quarters for a regular working day of less than twelve (12) hours and twelve dollars and three cents (\$12.03) per day in lieu of meals and quarters for a regular working day of twelve (12) hours or more.

**(Arbitral Award, effective April 1, 2013)**

**25.03** When an officer is working on a vessel on which meals and/or quarters are not normally provided and the Employer does not provide alternative meals and/or quarters, the officer shall be entitled to:

\*\*

- (a) when the vessel is in home port, ten dollars and ninety-eight cents (\$10.98) per day in lieu of meals and quarters for a regular working day of less than twelve (12) hours and twelve dollars and three cents (\$12.03) per day in lieu of meals and quarters for a regular working day of twelve (12) hours or more.

**(Arbitral Award, effective April 1, 2013)**

- (b) when the vessel is berthing for one or more nights away from home port, reimbursement for actual and reasonable costs incurred for meals and lodging.

**25.04** When an officer is working on a DND vessel which is equipped with a galley and quarters, the officer shall be subject to clause 25.01 and clause 25.02 preamble and part (a) except, when the vessel is on “day operations”, only clause 25.03 shall apply.

**25.05** When an officer is on authorized leave from a vessel, is absent without permission or is under suspension, clauses 25.01, 25.02, 25.03 and 25.04 shall not apply.

**25.06** The Employer reserves the right to reject or reduce any claim for reimbursement made under paragraphs 25.02(a), 25.03(b) or clause 25.08 which it

considers excessive, and all claims for lodging expenses shall be accompanied by a receipt.

**25.07** Except as otherwise provided, herein, Article 25 of the collective agreement does not apply to officers assigned to shore-based positions, including but not limited to officers of the Instructors Sub-group. However, it is expressly understood that, “officers assigned to shore-based positions” does not include officers in maintenance parties, relief pools, or DND dockyards pilots.

**25.08** Notwithstanding clauses 25.01, 25.02 and 25.03, but subject to clause 25.06, when an officer is required by the Employer to attend legal proceedings, training or other such work related activities, the Employer reserves the right, where in its opinion circumstances warrant, to reimburse actual and reasonable costs incurred for meals and/or lodging, where such costs exceed the amounts in 25.01, 25.02 or 25.03.

## **ARTICLE 26**

### **SAFETY AND HEALTH**

**26.01** The Employer shall continue to make all reasonable provisions for the occupational safety and health of officers. Hazardous procedures shall be carried out in accordance with good seafaring practices. The parties undertake to consult at the local level 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 or unreasonable discomfort occasioned by the vessel being in the process of refit away from home port.

**26.02** All vessels with living accommodations shall be inspected for health and sanitary conditions by a qualified medical officer and/or sanitary inspector not less frequently than once every twelve (12) months or, in the case of vessels on northern operations before departure and before the next subsequent voyage.

**26.03** The Employer shall continue to make every effort to insure that the necessary medical care is provided to an officer who takes ill while on board a vessel.

**26.04** Vessels which are scheduled to be at sea and beyond the normal range of medical evacuation by air to emergency medical services (EMS) or offshore medical capabilities shall have a registered nurse, or first aid attendant, authorized by competent authority to dispense medicine readily available.

**26.05**

- (a) Upon written request, the results of a noise level survey will be made available to the Guild.
- (b) Upon written request, copies of Inspection Certificates issued for a full term by the Canadian Coast Guard Ship Safety Branch will be made available to the Guild.

**ARTICLE 27**

**JOINT CONSULTATION**

**27.01** 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 purpose of providing joint consultation on matters of common interest.

**27.02** Without prejudice to the position the Employer or the Guild may wish to take in future about the desirability of having the subjects dealt with by the provisions of collective agreements, the following subjects, as they affect officers 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) pay administration;
- (b) relocation directive;
- (c) disability insurance;
- (d) training and other measures to deal with the effect on officers of technological change;
- (e) recreational equipment and canteen facilities on vessels;
- (f) provision to the Guild of departmental manuals and Treasury Board directives;
- (g) provision of uniforms and protective clothing;
- (h) education and upgrading;

- (i) accommodations aboard vessels;
- (j) sick leave.

**27.03** With respect to the subjects listed in clause 27.02, the Employer agrees that new policies will not be introduced and existing regulations or directives will not be cancelled or amended by the Treasury Board in such a way as to affect officers 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.

**27.04** Wherever possible, the Employer shall consult with representatives of the Guild at the appropriate level about contemplated changes in conditions of employment or working conditions not governed by this Agreement.

**27.05**

- (a) The Employer and the Guild agree that meaningful consultation will be held whenever major operational changes that would have a significant effect on officers are envisaged under clauses 30.01 and 30.05, and the hours of work provisions of Appendices "I", "J" and "K".
- (b) Consultation with the Guild may take place at the appropriate level of the departments involved and may be requested by either the Guild or a departmental representative. However, it would normally be expected that major changes referred to in paragraph 27.05(a), would be reviewed at the corporate level before implementation.

**ARTICLE 28**

**MARINE DISASTER**

**28.01** Where an officer suffers loss of clothing or personal effects (those which can reasonably be expected to accompany the officer aboard the ship) because of a marine disaster or shipwreck, the officer shall be reimbursed the value of those articles up to a maximum of three thousand dollars (\$3,000) based on replacement cost.

**28.02**

- (a) An officer shall submit to the Employer a full inventory of the officer's personal effects and shall be responsible for maintaining it in a current state.

- (b) An officer or an officer's 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.

**28.03** In the event of a marine disaster or shipwreck the Employer will endeavour to arrange a transfer to another suitable position for an officer who would otherwise be laid off.

## **ARTICLE 29 SEVERANCE PAY**

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**Effective August 6, 2013, clause 29.03 and 29.04 are deleted from the collective agreement.**

**29.01** For the purpose of this Article, the terms:

- (a) **“Employer”** includes any organization, service with which is included in the calculation of “continuous employment”;
- (b) **“weekly rate of pay”**, subject to Appendices “H”, “I” and “J”, means the officer's hourly rate of pay as set out in Appendices “A”, “B”, “C” and “D” multiplied by forty (40) or as provided for in Article 29 of the applicable appendix, applying to the officer's classification, as shown in the instrument of appointment.

### **29.02 Lay-off**

An officer with one (1) or more years of continuous employment who is laid off after October 28, 1969, shall be paid severance pay based on completed years of continuous employment less any period within the period of continuous employment in respect of which the officer was granted a termination of employment benefit paid by the Employer. It shall be calculated at the rate of:

\*\*

- (a) On the first (1<sup>st</sup>) lay-off for the first (1<sup>st</sup>) complete year of continuous employment, two (2) weeks' pay, or three (3) weeks' pay for officers with ten (10) or more and less than twenty (20) years of continuous employment, or four (4) weeks' pay for officers with twenty (20) or more years of employment, plus one (1) week's pay for each succeeding completed year of continuous employment and, in the case of a partial

year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by three hundred and sixty-five (365).

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- (b) On second (2<sup>nd</sup>) or subsequent lay-offs one (1) week's pay for each completed year of continuous employment and, in the case of a partial year of continuous employment one (1) week's pay multiplied by the number of days of continuous employment divided by three hundred and sixty-five (365), less any period in respect of which the officer was granted severance pay under this clause.

### **29.03 Resignation**

- (a) An officer who has ten (10) or more years of continuous employment on resignation shall be paid severance pay calculated by multiplying half the officer's weekly rate of pay on resignation by the number of completed years of continuous employment to a maximum of twenty-six (26) years less any period within that period of continuous employment in respect of which the officer was granted a termination of employment benefit paid by the Employer.
- (b) Notwithstanding paragraph 29.03(a), an officer who resigns to accept an appointment with an organization listed in Schedule V of the *Financial Administration Act* may choose not to be paid severance pay provided that the appointing organization will accept the officer's Schedules I and IV of the *Financial Administration Act* service for its severance pay entitlement.

### **29.04 Retirement**

An officer who is entitled to an immediate annuity or an officer who is entitled to an immediate annual allowance under the *Public Service Superannuation Act* and resigns shall be paid severance pay calculated by multiplying the officer's weekly rate of pay on termination of employment by the number of completed years of continuous employment less any period within that period of continuous employment in respect of which the officer was granted a termination of employment benefit paid by the Employer 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), to a maximum of thirty (30) week's pay.

### **29.05 Death**

Regardless of any other payment to an officer's estate, if the officer dies there shall be paid to the estate, severance pay calculated by multiplying the officer's weekly rate of pay at the time of death by the number of completed years of continuous employment less any period within that period of continuous employment in respect of which the officer was granted a termination of employment benefit paid by the Employer and, in the case of a partial year of continuous employment, one (1) weeks pay multiplied by the number of days of continuous employment divided by three hundred and sixty-five (365), to a maximum of thirty (30) week's pay.

### **29.06 Termination for Cause for Reasons of Incapacity**

An officer who has completed more than one (1) year of continuous employment and who is released by reason of termination for cause for reasons of incapacity pursuant to Section 12(1)(e) of the *Financial Administration Act* shall be paid severance pay calculated by multiplying the officer's weekly rate of pay on termination by the number of completed years of continuous employment to a maximum of twenty-eight (28) years less any period within that period of continuous employment in respect of which the officer was granted a termination of employment benefit paid by the Employer.

### **29.07 Rejection on Probation**

An officer with more than one (1) year of continuous employment who ceases to be employed for reasons of rejection during his/her probationary period shall be paid severance pay calculated by multiplying the officer's weekly rate of pay on rejection during probation by the number of completed years of continuous employment to a maximum of twenty-seven (27) years less any period within that period of continuous employment in respect of which the officer was granted a termination of employment benefit paid by the Employer.

\*\*

**29.08** Severance benefits payable to an employee under this Article shall be reduced by any period of continuous employment in respect of which the employee was already granted any type of termination benefit. Under no circumstances shall the maximum severance pay provided under this Article be pyramided.

For greater certainty, payments made pursuant to 29.10 to 29.13 or similar provisions in other collective agreements shall be considered as a termination benefit for the administration of 29.08.

\*\*

**29.09 Appointment To A Separate Agency**

An officer who resigns to accept an appointment with an organization listed in Schedule V of the *Financial Administration Act* shall be paid all severance payments resulting from application of 29.03(a) (prior to August 6, 2013) or 29.10 – 29.13 (commencing on August 6, 2013).

\*\*

**29.10 Severance Termination**

- (a) Subject to 29.08 above, indeterminate officers on August 6, 2013, shall be entitled to severance termination benefits equal to one (1) week’s pay for each completed year of continuous employment and, in the case of a partial year of continuous employment one (1) week’s pay multiplied by the number of days of continuous employment divided by three hundred and sixty-five (365), to a maximum of thirty (30) weeks.
- (b) Subject to 29.08 above, term officers on August 6, 2013, shall be entitled to severance termination benefits equal to one (1) week’s pay for each complete year of continuous employment, to a maximum of thirty (30) weeks.

\*\*

**Terms of Payment**

\*\*

**29.11 Options**

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

- (a) as a single payment at the rate of pay of the officer’s substantive position as of August 6, 2013,  
  
or
- (b) as a single payment at the time of the officer’s termination of employment from the core public administration, based on the rate of pay

of the officer's substantive position at the date of termination of employment from the core public administration,

or

- (c) as a combination of (a) and (b), pursuant to 29.12(c).

\*\*

**29.12 Selection of Option**

- (a) The Employer will advise the officer of his or her years of continuous employment no later than three (3) months following the official date of signing of the collective agreement.
- (b) The officer shall advise the Employer of the term of payment option selected within six (6) months from the official date of signing of the collective agreement.
- (c) The officer who opts for the option described in 29.11(c) must specify the number of complete weeks to be paid out pursuant to 29.11(a) and the remainder shall be paid out pursuant to 29.11(b).
- (d) An officer who does not make a selection under 29.12(b) will be deemed to have chosen option 29.11(b).

\*\*

**29.13 Appointment from a Different Bargaining Unit**

This clause applies in a situation where an officer is appointed into a position in the SO bargaining unit from a position outside the SO bargaining unit where, at the date of appointment, provisions similar to those in 29.03 and 29.04 are still in force, unless the appointment is only on an acting basis.

- (a) Subject to 29.08 above, on the date an indeterminate employee becomes subject to this Agreement after August 6, 2013, he or she shall be entitled to severance termination benefits equal to one (1) week's pay for each 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), to a maximum of thirty (30) weeks, based on the employee's rate of pay of his substantive position on the day preceding the appointment.

- (b) Subject to 29.08 above, on the date a term employee becomes subject to this Agreement after August 6, 2013, he or she shall be entitled to severance termination benefits equal to one (1) week's pay for each complete year of continuous employment, to a maximum of thirty (30) weeks, based on the employee's rate of pay of his substantive position on the day preceding the appointment.
- (c) An employee entitled to severance termination benefits under paragraph (a) or (b) shall have the same choice of options outlined in 29.11, however the selection of which option must be made within three (3) months of being appointed to the bargaining unit.
- (d) An employee who does not make a selection under 29.13(c) will be deemed to have chosen option 29.11(b).

## **ARTICLE 30**

### **HOURS OF WORK AND OVERTIME**

#### **Hours of Work**

**30.01** Except as otherwise provided in Appendices "H", "I", "J" and "K", hours of work shall be designated so that officers:

- (a) work eight (8) hours per day,  
and
- (b) work an average of forty (40) hours and five (5) days per week.

**30.02** Unless otherwise provided in this Article officers assigned to the Lay-Day Crewing System are subject to Appendix "H", officers assigned to the Averaging System Forty-Two (42) hours are subject to Appendix "I", officers assigned to the On-Call System Average Forty-Six Point Six (46.6) Hours are subject to Appendix "J", and all other officers are subject to Appendix "K".

#### **30.03**

- (a) Meal periods shall not constitute a part of any work period.
- (b) However, the provisions of clause 30.03(a) above does not apply to officers who are required to eat during their work period.

**30.04**

- (a) 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 officers 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, of which the Master/Commanding Officer shall be the sole judge.
- (b) The Master/Commanding Officer may require any officer to participate in lifeboat or other emergency drills without the payment of overtime.

**30.05** The Employer may apply Appendix "I" to operations other than those presently operating under Appendix "I" upon mutual agreement being reached between the Guild and the Employer.

**Overtime**

**30.06** In this Article:

- (a) **"overtime"** means time worked by an officer in excess of his/her designated hours of work;
- (b) **"straight time"** means the hourly rate of pay;
- (c) **"time and one-half"** means one and one-half (1 1/2) times the straight time rate;
- (d) **"double time"** means twice (2) the straight-time rate.

**30.07 Overtime Compensation**

- (a) An officer 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 (1<sup>st</sup>) hour of overtime, each further period of fifteen (15) minutes shall entitle the officer to one-quarter (1/4) the applicable hourly overtime rate.
- (c) Subject to clauses 30.08 and 30.11, an officer is entitled to compensation at time and one-half (1 1/2) for overtime worked by him/her.

**30.08** Subject to clause 30.11, an officer is entitled to compensation at double (2) time:

- (a) for overtime worked following eight (8) hours of overtime worked in excess of the officer's normal daily hours of work;
  - (b) for overtime worked on the officer's days of rest in excess of his/her normal daily hours of work;
- and
- (c) when the officer is required by the Employer to work on two (2) or more consecutive and contiguous days of rest, for each hour worked on the second (2<sup>nd</sup>) and each subsequent day of rest. Second (2<sup>nd</sup>) or subsequent day of rest means the second (2<sup>nd</sup>) or subsequent day in an unbroken series of consecutive and contiguous calendar days of rest.

**30.09 Meal Allowance**

- (a) For positions where meals are not provided by the Employer, an officer who works three (3) or more consecutive hours of overtime on a regular working day shall receive a meal allowance of ten dollars (\$10.00) except where a free meal is provided.

Reasonable time with pay, to be determined by management, shall be allowed the officer in order that he may take a meal break either at or adjacent to his place of work.

- (b) For positions where meals are not provided by the Employer, an officer who works overtime continuously beyond the period provided in clause 30.09(a) shall be reimbursed for one (1) additional meal in the amount of ten dollars (\$10.00) for each four (4) hour period of overtime worked thereafter, except where a free meal is provided.

Reasonable time with pay, to be determined by management, shall be allowed the officer in order that he may take a meal break either at or adjacent to his place of work.

- (c) For positions where meals are not provided by the Employer, an officer who works overtime on days of rest beyond the prior scheduled overtime worked shall receive a meal allowance of ten dollars (\$10.00) after having worked three (3) consecutive hours of overtime beyond the prior scheduled overtime period and ten dollars (\$10.00) for each four (4) hour

period of overtime worked thereafter, except where a free meal is provided.

Reasonable time with pay, to be determined by management, shall be allowed the officer in order that he/she may take a meal break either at or adjacent to his/her place of work.

### **30.10 Assignment of Overtime Work**

Subject to the operational requirements of the service, the Employer shall make every reasonable effort to give officers who are required to work overtime as much notice as is practicable of this requirement.

**30.11** An officer who holds a position identified under Appendix “G” shall only be compensated for overtime worked on a day of rest not exceeding his/her normal daily hours of work.

**30.12** The overtime provisions of this Agreement shall not apply to an officer attending a training course.

**30.13** An officer’s designated hours of work shall not be construed as guaranteeing the officer minimum or maximum hours of work.

### **30.14 Compensation in cash or leave with pay**

- (a) All overtime earned (Article 30), all compensation earned for performing Security Duty (Article 33), Travelling Time (Article 24), Call-back Pay (Article 31) Reporting Pay (Article 32), Dirty Work (Article 40) and all compensation earned for work on a Designated Holiday (Article 21) shall accumulate as compensatory leave at the equivalent cash value of the sub-group and level at which it is earned. Such accumulated compensatory leave shall be held in reserve to be liquidated in leave or cash at the request of the officer and the discretion of the Employer.
- (b) Subject to clause (a) above and consistent with operational requirements, compensatory leave standing to the credit of the officer in excess of the cash equivalent of four hundred (400) hours at the officer’s substantive level, will be paid off in cash at the officer’s current rate of pay.
- (c) Notwithstanding paragraph (b),
  - (i) on the date of signing of this Agreement or on the date an officer becomes subject to this Agreement, he or she has more than the

limits provided in paragraph (b) above of unused compensatory leave credits earned during previous years, this number of unused compensatory leave credits shall become the officer's accumulated compensatory leave maximum;

- (ii) Unused compensatory leave credits equivalent to the officer's accumulated compensatory leave maximum shall be carried over into the following fiscal year;
  - (iii) The officer's accumulated compensatory leave maximum as calculated pursuant to clause (c)(i) above shall be reduced irrevocably by the number of compensatory leave credits liquidated during the fiscal year.
- (d) When an officer commences compensatory leave, such leave shall be granted at the sub-group and level that is in effect on the day on which the compensatory leave is granted.

**ARTICLE 31**  
**CALL-BACK PAY**

**31.01** When an officer, after having completed his/her designated hours of work, has left the Employer's premises and is subsequently required to return to the Employer's premises to work overtime, the officer shall be paid the greater of:

- (a) compensation at the applicable overtime rate for any work performed,
- or
- (b) compensation equivalent to three (3) hours' pay at the officer's applicable overtime rate of pay, to a maximum of eight (8) hours' pay in an eight (8) hour period.

provided that the period of overtime worked by the officer is not contiguous to the officer's designated hours of work.

**31.02** When an officer is called back to work under the conditions described in paragraph 31.01, and is required to use transportation services other than normal public transportation services, the officer shall be reimbursed for reasonable expenses incurred as follows:

- (a) mileage allowance at the rate normally paid to an officer when authorized by the Employer to use his/her automobile when the officer travels by means of the officer's own automobile,  
  
or
- (b) out-of-pocket expenses for other means of commercial transportation.

**31.03** An officer who receives a call to duty or responds to a telephone or data line call after completing his or her work for the day and leaving his or her place of work may, at the discretion of the Employer, work at the officer's residence or at another place to which the Employer agrees, and receive compensation for time worked in accordance with the Overtime provisions. In such instances, officers shall not be entitled to the minimum compensation under clause 31.01(b).

**31.04** Compensation under this Article is not to be construed as different from or additional to overtime pay, but shall be construed as establishing minimum compensation to be paid.

**31.05** This Article does not apply:

- (a) where an officer reports on board for sailing in accordance with the sailing time posted on the vessel's notice board or as otherwise required by the Master/Commanding Officer,  
  
or
- (b) if the officer is on the Employer's premises at the time of notification of the requirement to work overtime,  
  
or
- (c) when an officer is on security duty,  
  
or
- (d) to officers holding a position identified in Appendix "G".

**ARTICLE 32**  
**REPORTING PAY**

**32.01** If an officer is not notified prior to the commencement of the officer's designated hours of work that the officer is not required to report for duty and the officer reports for duty at the officer's designated starting time, the officer is entitled to the greater of:

- (a) compensation at the applicable rate for any work performed,  
  
or
- (b) compensation equivalent to three (3) hours' pay at the applicable overtime rate.

**32.02** This Article does not apply where an officer reports on board for sailing in accordance with the sailing time posted on the vessel's notice board or as otherwise required by the Master/Commanding Officer nor does it apply to officers holding the position of Master/Commanding Officer, Dredge Master or Chief Engineer, identified in Appendix "G".

**ARTICLE 33**  
**SECURITY DUTY**

**33.01** Where an officer is required to remain on board a vessel in order to be responsible for the safety and security of that vessel to respond to situations which may endanger personnel, the vessel or equipment, the officer shall be paid three-tenths (3/10) of his/her straight-time hourly rate for each completed half (1/2) hour of security duty, except that an officer subject to Appendix "I" shall be paid one-sixth (1/6) of his/her straight-time hourly rate for each completed half (1/2) hour of security duty. Compensation earned under this Article shall be paid in accordance with Appendix "K", Overtime Compensation (g), (h) and (i).

**33.02** This Article does not apply to an officer who holds a position identified in Appendix "G".

**33.03** Subject to clauses 25.02 and 25.03, where an officer is required to perform security duty on a non-equipped vessel, the officer shall receive a meal

allowance in the amount of six dollars (\$6.00) for each eight (8) hour period or portion thereof of continuous security duty.

### **ARTICLE 34 TECHNOLOGICAL CHANGE**

**34.01** The parties have agreed that in cases where, as a result of technological change, the services of an officer are no longer required beyond a specified date because of lack of work or the discontinuance of a function, the National Joint Council Work Force Adjustment Agreement concluded by the parties will apply. In all other cases, the following clauses will apply.

**34.02** “Technological Change” means:

- (a) the introduction by the Employer of equipment or material of a substantially different nature than that previously utilized which will result in significant changes in the employment status or working conditions of officers;

or

- (b) a major change in the Employer’s operation directly related to the introduction of that equipment or material which will result in significant changes in the employment status or working conditions of the officers.

**34.03** Both parties recognize the overall advantages of technological change and will, therefore, encourage and promote technological change in the Employer’s operations. Where technological change is to be implemented, the Employer will seek ways and means of minimizing adverse effects on officers which might result from such changes.

**34.04** The Employer agrees to provide as much advance notice as is practicable but, except in cases of emergency, not less than one hundred and twenty (120) days written notice to the Guild of the introduction or implementation of technological change.

**34.05** The written notice provided for in clause 34.04 will provide the following information:

- (a) the nature and degree of change;

- (b) the anticipated date or dates on which the Employer plans to effect change;
- (c) the location or locations involved.

**34.06** As soon as reasonably practicable after notice is given under clause 34.04, the Employer shall consult with the Guild concerning the effects of the technological change referred to in clause 34.04 on each group of officers. Such consultation will include but not necessarily be limited to the following:

- (a) the approximate number, class and location of officers likely to be affected by the change;
- (b) the effect the change may be expected to have on working conditions or terms and conditions of employment on officers.

**34.07** When, as a result of technological change, the Employer determines that an officer requires new skills or knowledge in order to perform the duties of his or her substantive position, the Employer will make every reasonable effort to provide the necessary training during the officer's working hours and at no cost to the officer.

## **ARTICLE 35**

### **PAY ADMINISTRATION**

**35.01** Except as provided in this Article, the terms and conditions governing the application of pay to officers are not affected by this Agreement.

**35.02** An officer is entitled to be paid for services rendered at the pay specified in Appendix "A", "B", "C" or "D" for the group, sub-group and level prescribed in the officer's certificate of appointment.

**35.03**

- (a) The rates of pay set forth in Appendix "A", "B", "C" or "D" shall become effective on the date specified.
- (b) Where the rates of pay set forth in Appendix "A", "B", "C" or "D" have an effective date prior to the date of signing of this agreement, the following shall apply:

- (i) “retroactive period” for the purpose of clauses (ii) to (v) means the period from the effective date of the revision up to and including the day before the Collective Agreement is signed or when an arbitral award is rendered therefore;
- (ii) a retroactive upward revision in rates of pay shall apply to officers, former officers or in the case of death, the estates of former officers who were officers in this bargaining unit during the retroactive period;
- (iii) for initial appointments made during the retroactive period, the rate of pay selected in the revised rates of pay is the rate which is shown immediately below the rate of pay being received prior to the revision;
- (iv) for promotions, demotions, deployments, transfers or acting situations effective during the retroactive period, the rate of pay shall be recalculated, in accordance with the Public Service Terms and Conditions of Employment Regulations, using the revised rates of pay. If the recalculated rate of pay is less than the rate of pay the employee was previously receiving, the revised rate of pay shall be the rate, which is nearest to, but not less than the rate of pay being received prior to the revision. However, where the recalculated rate is at a lower step in the range, the new rate shall be the rate of pay shown immediately below the rate of pay being received prior to the revision;
- (v) no payment or notification shall be made pursuant to clause 35.03(b) for one dollar (\$1.00) or less;
- (vi) in order for former officers or, in the case of death, for the former officers’ representatives to receive payment in accordance with clause (b)(iii), the Employer shall notify, by registered mail, such individuals at their last known address that they have thirty (30) days from the date of receipt of the registered letter to request in writing such payment after which time any obligation upon the Employer to provide payment ceases.

**35.04** When an officer is required by the Employer to substantially perform the duties of a higher classification level on an acting basis for a temporary period of at least one (1) complete working day, the officer shall be paid acting pay calculated from the date on which the officer commenced to act as if the officer

had been appointed to that higher classification level for that period in which the officer acts.

**35.05** If, during the term of this Agreement, a new classification standard is established and implemented by the Employer, the Employer shall before applying rates of pay to new levels resulting from the application of the standard, negotiate with the Guild the rates of pay and the rules affecting the pay of officers on their movement to the new levels.

**35.06** The pay increment period for full-time officers shall be twelve (12) months and a pay increment shall be to the next rate in the scale of rates.

**35.07** The annual pay increment date for officers appointed to a position in the bargaining unit upon promotion, demotion or from outside the Public Service, shall be the anniversary date of such appointment. The anniversary date for an officer who was appointed to a position in the bargaining unit prior to September 1, 1990 shall be the anniversary of the date on which he/she received his/her last pay increment.

**35.08** The Employer will endeavour to make cash payments for overtime, acting pay and other premium payments within four (4) weeks following the end of the calendar month in which it is earned.

## **ARTICLE 36**

### **OFFICER PERFORMANCE REVIEW AND OFFICER FILE**

**36.01** When a formal review of an officer's performance is made, the officer concerned shall be given an opportunity to discuss and then sign the review form in question upon its completion to indicate that its contents have been read and understood.

**36.02** At the request of the Guild and with the consent of the officer, the Employer at the appropriate level shall provide the Guild with the reasons and a description of the circumstances surrounding disciplinary action taken against the officer.

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

**36.04** Upon written request of an officer, notice of disciplinary action which may have been placed on the personal file of the officer shall be destroyed after two (2) years have elapsed since the disciplinary action was taken provided that no further disciplinary action has been recorded during this period.

**36.05** Upon written request of an officer, the personnel file of that officer shall be made available once per year for the officer's examination in the presence of an authorized representative of the Employer.

**ARTICLE 37**  
**CONTRACTING OUT**

**37.01** The Employer will continue past practice in giving all reasonable consideration to continued employment in the Public Service of officers who would otherwise become redundant because work is contracted out.

**ARTICLE 38**  
**CANADIAN COAST GUARD OFFICER CADETS**

**38.01** Except as specifically provided in Appendix "E", the provisions of this Agreement do not apply to Canadian Coast Guard Officer Cadets.

**ARTICLE 39**  
**AGREEMENT RE-OPENER**

**39.01** This Agreement may be amended by mutual consent.

**ARTICLE 40**  
**DIRTY WORK ALLOWANCE**

**40.01** When an officer is required to:

- (a) work in bilges and spaces below the bottom floor plates for periods in excess of fifteen (15) minutes,

or

- (b) repair or maintain ships' sewage disposal tanks and associated piping, pumps and valves, including any part of a vessel's sewage system, which necessitates the officer to come into contact with effluent, or system components which are downstream from the fixture connection and contain effluent. The grey water system is not considered to be a part of the sewage disposal system,

or

- (c) work on top of boilers while steam pressure is being maintained,

or

- (d) work inside water tanks or work inside oil tanks that have contained oil, or work in the fire side of boiler furnaces, combustion chambers, or in air heater space. The grey water tank shall be considered to be a water tank for the purpose of the administration of clause 40.01(d). Work on the exhaust manifolds of the opposed piston Fairbanks-Morse engines (punching carbon) shall be considered to be the equivalent of work on the fire side of combustion chambers,

or

- (e) come in physical contact with the pollutant while engaged in the cleaning up of oil spills in excess of two hundred (200) litres which resulted from a marine disaster, mechanical failure, bunkering or fuel transfer operations,

or

- (f) repair or maintain the ships' grey water system, including holding tanks, associated piping, pumps and valves, provided the officer is required to come into direct contact with the grey water. Cleaning of clogged drains shall not constitute dirty work.

\*\*

the officer shall receive, in addition to the appropriate rate of pay, an additional one half (1/2) the officer's straight time rate for every fifteen (15) minute period, or part thereof worked.

**40.02** Supervision or inspection of duties described in clause 40.01(a), (b), (c) or (d) does not entitle an officer to the allowance specified in clause 40.01.

**40.03** All of the foregoing duties must have the prior approval of the responsible manager before work is commenced.

#### **ARTICLE 41**

#### **UNIFORMS AND SAFETY FOOTWEAR**

**41.01** Whenever items of clothing are supplied to officers as per the Employer's policy, or where the Employer has identified positions where the wearing of safety footwear is mandatory and the officers are in receipt of the safety footwear allowance, the officers shall wear the clothing and safety footwear whenever they are on duty in accordance with the departmental regulations.

#### **ARTICLE 42**

#### **NATIONAL JOINT COUNCIL AGREEMENTS**

**42.01** Agreements concluded by the National Joint Council of the Public Service on items which may be included in a collective agreement, and which the parties to this agreement, have endorsed after December 6, 1978, will form part of this collective agreement, subject to the *Public Service Labour Relations Act (PSLRA)* and any legislation by Parliament that has been or may be, as the case may be, established pursuant to any Act specified in Section 113(b) of the *PSLRA*.

**42.02** NJC items which may be included in a collective agreement are those items which the parties to the NJC agreements have designated as such or upon which the Chairman of the Public Service Labour Relations Board has made a ruling pursuant to clause (c) of the NJC Memorandum of Understanding which became effective December 6, 1978.

#### **ARTICLE 43**

#### **DURATION AND RENEWAL**

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**43.01** The provisions of this Agreement will expire on March 31, 2014.

\*\*

**43.02** Unless otherwise expressly stipulated, the Agreement shall become effective on April 1, 2013.

## **ARTICLE 44**

### **TRAVELLING**

#### **44.01 Travelling Expenses on Leave or Termination**

- (a) When an officer serving on a vessel which is away from its home port:
  - (i) is authorized to take leave under the provisions of Article 20 (Vacation Leave With Pay) and/or a combination of Vacation Leave and Compensatory Leave or under the provision of paragraph 23.03 (Bereavement Leave With Pay), or is proceeding on lay-days, the Employer shall pay the cost of the return travelling expenses, as normally defined by the Employer, from the point of disembarkation, to the vessel's home port or to the officer's normal place of residence, whichever is the lesser amount;
  - (ii) terminates the officer's employment by reason of retirement, release or lay-off, the Employer shall pay the cost of the travelling expenses, as normally defined by the Employer, from the point of disembarkation to the officer's port of hiring or to the officer's normal place of residence, whichever is the lesser amount.
- (b) The payment of travelling expenses under the provisions of this clause shall be limited in any fiscal year to the expenses of one trip in connection with Vacation Leave and of one trip in connection with Bereavement Leave.
- (c) An officer shall not be considered as being on vacation leave during any period in respect of which the officer's travelling expenses are paid by the Employer under clause 44.01(a)(i) but such period shall be limited to the normal travel time by the means of transportation authorized by the Employer from the point of disembarkation to the vessel's home port or to the officer's normal place of residence, whichever is less.

**44.02** When an officer is serving on a vessel that is in refit or repair in a port other than the officer's home port for two (2) or more days preceding the officer's days of rest and is required to remain absent from the officer's home over the days of rest, the officer shall be reimbursed the cost of a ten (10) minute station-to-station long distance call at daily discount rates. The amount

reimbursed shall not exceed the cost of a ten (10) minute station-to-station weekend call between the location of the officer's vessel in refit or repair and the home port of the vessel.

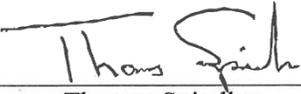
**44.03** After seven (7) days at sea, away from the Officer's home port, and each subsequent seven (7) days away from home port, the Officer shall be provided access, off watch and subject to operational availability, to the vessel's telephone equipment to place a call to his/her home. The Officer will reimburse the department for the costs of the telephone call.

SIGNED AT OTTAWA, this 6<sup>th</sup> day of the month of August, 2013.

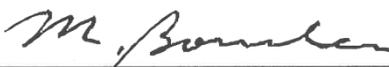
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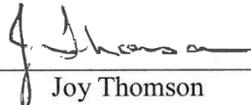
  
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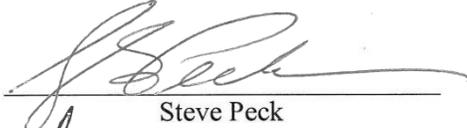
  
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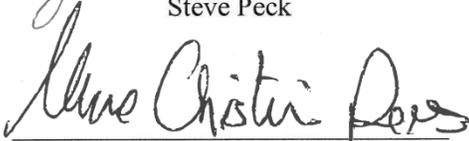
  
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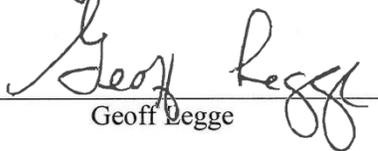
  
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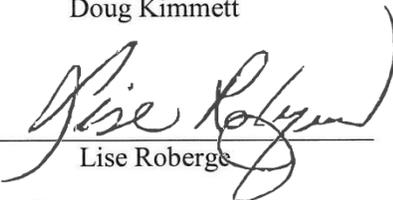
  
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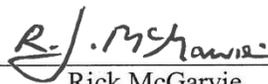
  
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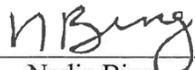
  
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THE TREASURY BOARD  
OF CANADA



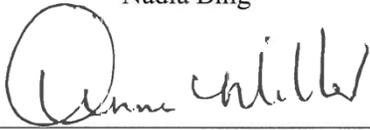
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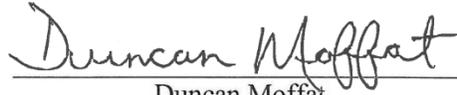
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Anne Miller

THE CANADIAN MERCHANT  
SERVICE GUILD



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Duncan Moffat



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Martin Tardif



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**\*\*APPENDIX "A"****SO - SHIPS' OFFICERS GROUP  
HOURLY RATES OF PAY**

The rates of pay shown below shall be effective on the dates indicated.

- A) **Effective April 1, 2011**  
 B) **Effective April 1, 2012**  
 C) **Effective April 1, 2013**  
**(Arbitral Award – May 1, 2013)**

**MARINE OPERATIONS SUB-GROUP****SO-MAO-TO**

From:	\$	21.00	21.73	22.49	23.28	24.10
To:	A	21.37	22.11	22.88	23.69	24.52
	B	21.69	22.44	23.22	24.05	24.89
	C	22.12	22.89	23.68	24.53	25.39

**SO-MAO-1**

From:	\$	22.56	23.36	24.18	25.02	25.90
To:	A	22.95	23.77	24.60	25.46	26.35
	B	23.29	24.13	24.97	25.84	26.75
	C	23.76	24.61	25.47	26.36	27.29

**SO-MAO-2**

From:	\$	25.70	26.60	27.54	28.50
To:	A	26.15	27.07	28.02	29.00
	B	26.54	27.48	28.44	29.44
	C	27.07	28.03	29.01	30.03

**SO-MAO-3**

From:	\$	26.62	27.84	28.82	29.83
To:	A	27.09	28.33	29.32	30.35
	B	27.50	28.75	29.76	30.81
	C	28.05	29.33	30.36	31.43

**SO-MAO-4**

From:	\$	28.24	29.42	30.46	31.53
To:	A	28.73	29.93	30.99	32.08
	B	29.16	30.38	31.45	32.56
	C	29.74	30.99	32.08	33.21

**SO-MAO-5**

From:	\$	30.06	31.31	32.41	33.54
To:	A	30.59	31.86	32.98	34.13
	B	31.05	32.34	33.47	34.64
	C	31.67	32.99	34.14	35.33

**SO-MAO-6**

From:	\$	31.57	32.67	33.82	35.00
To:	A	32.12	33.24	34.41	35.61
	B	32.60	33.74	34.93	36.14
	C	33.25	34.41	35.63	36.86

**SO-MAO-7**

From:	\$	32.76	33.91	35.10	36.33
To:	A	33.33	34.50	35.71	36.97
	B	33.83	35.02	36.25	37.52
	C	34.51	35.72	36.98	38.27

**SO-MAO-8**

From:	\$	34.47	35.68	36.93	38.22
To:	A	35.07	36.30	37.58	38.89
	B	35.60	36.84	38.14	39.47
	C	36.31	37.58	38.90	40.26

**SO-MAO-9**

From:	\$	37.10	38.41	39.75	41.14
To:	A	37.75	39.08	40.45	41.86
	B	38.32	39.67	41.06	42.49
	C	39.09	40.46	41.88	43.34

**SO-MAO-10**

From:	\$	40.45	41.86	43.33	44.84
To:	A	41.16	42.59	44.09	45.62
	B	41.78	43.23	44.75	46.30
	C	42.62	44.09	45.65	47.23

**SO-MAO-11**

From:	\$	44.54	46.10	47.72	49.39
To:	A	45.32	46.91	48.56	50.25
	B	46.00	47.61	49.29	51.00
	C	46.92	48.56	50.28	52.02

**SO-MAO-12**

From:	\$	48.55	50.24	52.01	53.83
To:	A	49.40	51.12	52.92	54.77
	B	50.14	51.89	53.71	55.59
	C	51.14	52.93	54.78	56.70

**\*\*APPENDIX "B"****SO - SHIPS' OFFICERS GROUP  
HOURLY RATES OF PAY**

The rates of pay shown below shall be effective on the dates indicated.

- A) Effective April 1, 2011  
 B) Effective April 1, 2012  
 C) Effective April 1, 2013  
 (Arbitral Award – May 1, 2013)

**FLOATING PLANT SUB-GROUP****SO-FLP-1**

From:	\$	24.48	25.34	26.23	27.14
To:	A	24.91	25.78	26.69	27.61
	B	25.28	26.17	27.09	28.02
	C	25.79	26.69	27.63	28.58

**SO-FLP-2**

From:	\$	26.28	27.19	28.15	29.13
To:	A	26.74	27.67	28.64	29.64
	B	27.14	28.09	29.07	30.08
	C	27.68	28.65	29.65	30.68

**SO-FLP-3**

From:	\$	28.27	29.26	30.29	31.34
To:	A	28.76	29.77	30.82	31.89
	B	29.19	30.22	31.28	32.37
	C	29.77	30.82	31.91	33.02

**SO-FLP-4**

From:	\$	30.01	31.07	32.16	33.28
To:	A	30.54	31.61	32.72	33.86
	B	31.00	32.08	33.21	34.37
	C	31.62	32.72	33.87	35.06

**SO-FLP-5**

From:	\$	32.13	33.26	34.43	35.63
To:	A	32.69	33.84	35.03	36.25
To:	B	33.18	34.35	35.56	36.79
	C	33.84	35.04	36.27	37.53

**SO-FLP-6**

From:	\$	34.19	35.38	36.62	37.90
To:	A	34.79	36.00	37.26	38.56
	B	35.31	36.54	37.82	39.14
	C	36.02	37.27	38.58	39.92

**SO-FLP-7**

From:	\$	36.23	37.49	38.80	40.16
To:	A	36.86	38.15	39.48	40.86
	B	37.41	38.72	40.07	41.47
	C	38.16	39.49	40.87	42.30

**\*\*APPENDIX "C"****SO - SHIPS' OFFICERS GROUP  
HOURLY RATES OF PAY**

The rates of pay shown below shall be effective on the dates indicated.

- A) Effective April 1, 2011
- B) Effective April 1, 2012
- C) Effective April 1, 2013  
(Arbitral Award – May 1, 2013)

**RADIO SUB-GROUP****SO-RAD-1**

From:	\$	26.04	26.96	27.90	28.88
To:	A	26.50	27.43	28.39	29.39
	B	26.90	27.84	28.82	29.83
	C	27.44	28.40	29.40	30.43

**SO-RAD-2**

From:	\$	27.53	28.49	29.49	30.52
To:	A	28.01	28.99	30.01	31.05
	B	28.43	29.42	30.46	31.52
	C	29.00	30.01	31.07	32.15

**SO-RAD-3**

From:	\$	28.88	29.88	30.93	32.01
To:	A	29.39	30.40	31.47	32.57
	B	29.83	30.86	31.94	33.06
	C	30.43	31.48	32.58	33.72

**\*\*APPENDIX "D"****SO - SHIPS' OFFICERS GROUP  
RATES OF PAY**

The rates of pay shown below shall be effective on the dates indicated.

- A) **Effective April 1, 2011**
- B) **Effective April 1, 2012**
- C) **Effective April 1, 2013**  
**(Arbitral Award – May 1, 2013)**

**INSTRUCTION SUB-GROUP****SO-INS-1****Annual**

From:	\$	71386	74243	77211	80298	83511	86854
To:	A	72635	75542	78562	81703	84972	88374
	B	73725	76675	79740	82929	86247	89700
	C	75200	78209	81335	84588	87972	91494

From:	\$	90327	93940
To:	A	91908	95584
	B	93287	97018
	C	95153	98958

**Weekly**

From:	\$	1368.18	1422.93	1479.82	1538.98	1600.56	1664.64
To:	A	1392.12	1447.83	1505.71	1565.91	1628.56	1693.77
	B	1413.01	1469.55	1528.29	1589.41	1653.00	1719.18
	C	1441.28	1498.95	1558.86	1621.21	1686.06	1753.56

From:	\$	1731.20	1800.44
To:	A	1761.50	1831.95
	B	1787.93	1859.44
	C	1823.69	1896.62

**Hourly**

From:	\$	34.20	35.57	37.00	38.47	40.01	41.62
To:	A	34.80	36.20	37.64	39.15	40.71	42.34
	B	35.33	36.74	38.21	39.74	41.33	42.98
	C	36.03	37.47	38.97	40.53	42.15	43.84

From:	\$	43.28	45.01
To:	A	44.04	45.80
	B	44.70	46.49
	C	45.59	47.42

**SO-INS-2****Annual**

From:	\$	77239	80327	83540	86883	90357	93969
To:	A	78591	81733	85002	88403	91938	95613
	B	79770	82959	86277	89729	93317	97047
	C	81365	84618	88003	91524	95183	98988

From:	\$	97728	101637
To:	A	99438	103416
	B	100930	104967
	C	102949	107066

**Weekly**

From:	\$	1480.35	1539.54	1601.12	1665.19	1731.77	1801.00
To:	A	1506.27	1566.49	1629.14	1694.32	1762.07	1832.51
	B	1528.86	1589.98	1653.58	1719.74	1788.50	1859.99
	C	1559.43	1621.78	1686.66	1754.14	1824.27	1897.19

From:	\$	1873.05	1947.96
To:	A	1905.82	1982.06
	B	1934.41	2011.79
	C	1973.11	2052.02

**Hourly**

From:	\$	37.01	38.49	40.03	41.63	43.29	45.03
To:	A	37.66	39.16	40.73	42.36	44.05	45.81
	B	38.22	39.75	41.34	42.99	44.71	46.50
	C	38.99	40.54	42.17	43.85	45.61	47.43
From:	\$	46.83	48.70				
To:	A	47.65	49.55				
	B	48.36	50.29				
	C	49.33	51.30				

The weekly and hourly equivalent rates of pay shown above have been determined from the annual rates and may be subject to rounding in the payroll process.

**APPENDIX "E"****CANADIAN COAST GUARD  
OFFICER CADETS**

1. The provisions of Article 10, Check-off, Article 11, Officers' Representatives, Article 13, Information, Article 14, Information for Officers, Article 15, Provision of Bulletin Board Space, Article 18, Grievance Procedure, Article 22, Sick Leave With Pay, Article 26, Safety and Health, when an Officer Cadet is serving aboard a vessel during his sea training period, and Article 28, Marine Disaster, of the Ships' Officers Collective Agreement signed on June 26, 1991, shall apply to Canadian Coast Guard Officer Cadets.
2. Canadian Coast Guard Officer Cadets shall continue to be provided with meals and quarters, either in cash or kind, in accordance with the policy of the Employer in effect on this date.
3. Canadian Coast Guard Officer Cadets shall earn vacation leave at the rate of one and two-thirds (1 2/3) days per month, which leave may be scheduled by the Employer at any time during the academic year in which it is earned or during the summer immediately following. In addition, a cadet may be granted up to two (2) additional days per year for purposes of travel and may be reimbursed his/her actual and reasonable travelling expenses for one trip per year from his/her place of duty to the place of his/her permanent residence and return, less twenty-five dollars (\$25.00).
4. The Guild recognizes that, in accordance with the contract between Her Majesty the Queen and each officer cadet, a cadet has an obligation to complete his/her training at the Canadian Coast Guard College and to serve in Her Majesty's service for a minimum of four (4) years following graduation from the college. In the event that a cadet should withdraw or be removed from the cadet training plan or abandon his/her commitment to serve for four (4) years following graduation, the cadet may be required to repay the total amount of monthly allowance received by him/her less the allowance paid to him/her in the first six (6) months of the training period, or such lesser amount as Her Majesty may determine.

\*\*

5. A Cadet shall receive a training allowance as set out below:

<b>Monthly Allowance</b>	
	<b>April 1, 2013</b>
	<b>\$</b>
1 <sup>st</sup> period (August 1 <sup>st</sup> to June 30 <sup>th</sup> )	375
2 <sup>nd</sup> period (July 1 <sup>st</sup> to June 30 <sup>th</sup> )	443
3 <sup>rd</sup> period (July 1 <sup>st</sup> to June 30 <sup>th</sup> )	511
4 <sup>th</sup> period (July 1 <sup>st</sup> to June 30 <sup>th</sup> )	581
<b>(Arbitral Award – effective April 1, 2013)</b>	

\*\*

6. Where a Cadet proceeds on sea training he/she shall receive, in addition to the allowance specified in paragraph 5 above, a monthly sea training allowance as set out below:

<b>Monthly Sea Training Allowance</b>	
	<b>April 1, 2013</b>
	<b>\$</b>
1 <sup>st</sup> Sea Training Period	1127
2 <sup>nd</sup> Sea Training Period	1602
<b>(Arbitral Award – effective April 1, 2013)</b>	

This monthly sea training allowance shall be prorated on a calendar day basis if the sea training period does not start at the beginning of or terminate at the end of a calendar month. This monthly allowance shall be prorated on a calendar basis to take into account any time when the Cadet is on leave with or without pay.

The sea training allowance recognizes that a Cadet is required to undertake practical assignments during and outside normal hours.

**APPENDIX "F"****SPECIAL ALLOWANCES**

The Employer and the Canadian Merchant Service Guild agree that Officers with specialized training and qualifications shall receive the following allowance in accordance with the conditions set out for each allowance.

**Rescue Specialist Allowance**

\*\*

Effective April 1, 2013, an officer who completes the required training and becomes a Certified Rescue Specialist shall receive a monthly allowance of one hundred and thirty-six dollars (\$136) for each month the officer maintains such certification and is assigned to a sea going position where the officer may be required by the Employer to perform such duties.

**(Arbitral Award – effective April 1, 2013)**

**Fisheries Enforcement Allowance**

\*\*

An officer who completes the required training in Fisheries Enforcement shall receive a monthly allowance of three hundred and six dollars (\$306) for each month the officer maintains such qualifications and is assigned to a sea going position where the officer may be required by the Employer to participate in enforcement duties.

**(Arbitral Award – effective April 1, 2013)**

**Armed Boarding Allowance**

\*\*

An officer, once qualified, shall be paid a monthly allowance of one hundred and eighty-four dollars (\$184) for each month the officer is assigned to a sea going position on selected Offshore Patrol Vessels of the Department of Fisheries and Oceans, which carry special armaments for the purpose of enforcement duties, where the officer may be required by the Employer to participate in armed boarding activity.

**(Arbitral Award – effective April 1, 2013)**

### **Diving Duty Allowance**

\*\*

A qualified officer who is required to perform diving duties and maintain diving equipment on vessels shall be entitled to receive an allowance of eight hundred and fifty-eight dollars (\$858) per year. This Allowance shall be paid on the same basis as that for the officer's regular pay.

**(Arbitral Award – effective April 1, 2013)**

### **Nuclear Emergency Response Team**

\*\*

Officers working at CFB Esquimalt and CFB Halifax, who are designated as members of a Nuclear Emergency Response Team, are trained, maintain their qualifications and are assigned duties, shall receive a monthly allowance of one hundred and fifty-six dollars (\$156).

**(Arbitral Award – effective April 1, 2013)**

### **General**

1. Officers must maintain their qualifications on a continuing basis.
2. These allowances shall form part of pay for purposes of Article 29 Severance Pay.

**APPENDIX “G”**

**EXTRA RESPONSIBILITY ALLOWANCE**

This allowance is paid to officers described in this Appendix in recognition of the additional responsibilities involved in the performance of the regular duties of the position. This also recognizes that, notwithstanding the Hours of Work and Overtime provisions of the Agreement, the normal hours for Officers identified by this Appendix extend beyond those described by the Hours of Work and Overtime provisions.

\*\*

1. An officer assigned as Master/Commanding Officer or Chief Engineer on “C” Class Vessels and above, or as Master/Commanding Officer or Chief Engineer on Department of National Defence Glen Class tugs and “S” Class Torpedo and Ship Ranging Vessels, or as a DND Dockyard Pilot shall be paid an extra responsibility allowance based on the sub-group and level prescribed in his/her certificate of appointment, as follows:

<b>SUB-GROUP AND LEVEL</b>	<b>April 1, 2013</b>
	<b>\$</b>
SO-MAO-12	17,587
SO-MAO-11	16,135
SO-MAO-10	14,654
SO-MAO-9	13,442
SO-MAO-8	12,490
SO-MAO-7	11,870
SO-MAO-6	11,433
SO-MAO-5	10,963

**(Arbitral Award – effective April 1, 2013)**

2. The Employer may apply this Appendix to operations or vessels other than those listed in 1 above after consultation with the Guild.
3. This extra responsibility allowance will continue to be paid to an officer assigned ashore for training purposes, or to a shore-based position on an acting basis or otherwise for any period up to a maximum of one-hundred and twenty (120) calendar days. The officer will continue to receive the allowance only if the monthly basic pay for the position to which he/she

is temporarily assigned would be less than the basic monthly pay plus the extra responsibility allowance in his/her substantive position.

4. An officer who is appointed to a position in a regional or relief pool is entitled to receive this extra responsibility allowance on the basis described in paragraph 1 during those periods which he/she is serving on a vessel.
5. Notwithstanding Appendix "H", an officer working under the Lay-Day Operational Crewing System, who is in receipt of the extra responsibility allowance is entitled to earn a prorated lay-day for work performed during the scheduled off-duty portion of the work cycle except for the time spent during crew changeover duties.
6. The extra responsibility allowance shall be considered as part of pay for purposes of the *Public Service Superannuation Act* (PSSA), Disability Insurance (DI), the Public Service Management Insurance Plan (PSMIP) and Severance Pay (Article 29).
7. This allowance shall be paid on the same basis as the officer's pay.

**APPENDIX “H”****LAY-DAY OPERATIONAL  
CREWING SYSTEM**

This is to confirm the understanding reached between the Employer and the Canadian Merchant Service Guild with respect to the operation of vessels, or other appropriate situations where the Employer deems that continuous operations are desirable, on the lay-day crewing system.

The Employer shall make every reasonable effort to allow an officer the option of electing not to serve on a lay-day system, if the officer does so in writing.

The number of vessels operating on the lay-day crewing system can be modified from time to time through consultation by the parties.

Notwithstanding the provisions of the Ships’ Officers Collective Agreement, the following conditions shall apply:

**Lay-Days****General**

- (a) Subject to operational requirements, the Employer will operate the selected vessels on a lay-day system. Under this system, all days will be considered as working days and there will be no days of rest.
- (b) **“Lay-day”** means a day off work with pay to which an officer becomes entitled by working on the Lay-Day Crewing System for a number of days. A lay-day shall be considered a part of the work cycle and as such is not considered as a day of authorized leave with pay.

Officers will be informed of the anticipated work schedule for the operational year. Officers will be notified of changes to the anticipated work schedule at the earliest possible time. Normally, officers will receive two (2) months notice of changes to the anticipated work schedule, with a minimum of fourteen (14) days notice.

- (c) The workday will consist on-duty-cycle of twelve (12) hours of work per day. For each day worked or for each on-duty-cycle day on which an officer is on authorized leave with pay other than compensatory leave and vacation leave with pay, an officer shall earn one (1) lay-day in addition to the officer's Lay-Day rate of pay.

\*\*

- (d) An officer will be compensated at the applicable rate of pay as described in Appendix "A", "B" or "C" of the Ships' Officers Collective Agreement. Effective April 1, 2010, an officer will be compensated at the applicable rate of pay as described in Appendix "A", "B" or "C" of the Ships' Officers Collective Agreement. In order to maintain the officer's rate of pay, the officer must either:

- (i) work,
- (ii) be on lay-days,
- or
- (iii) be on authorized leave with pay.

In the event that an officer does not work and is neither on lay-days nor on authorized leave with pay, his regular pay shall be deducted by an amount equal to his lay day rate of pay for each day's absence, unless the officer has received an advance of lay-day credits.

- (e) It is recognized that lay-days are intended to be taken as time off work with pay. Normally, lay-days shall be paid in cash in cases of termination of employment or permanent appointment to a position which is not on a vessel operating on the lay-day system, or is not within the same department or region. However, at the request of the officer and with the concurrence of the Employer, lay-days may be converted into compensatory leave.

For the purpose of cashing in earned lay-days, a lay-day will equal the lay-day rate of pay multiplied by one decimal five (1.5).

#### **Advancement of Lay-Day Credits**

At the Employer's discretion, lay-day credits may be advanced to an officer, subject to the deduction of such advanced credits from any lay-day credits subsequently earned.

In the event of termination of employment for reasons other than death or lay-off, the Employer shall recover the advance from any monies owed the officer.

### **Leave - Interpretation**

Sick leave With Pay and Injury on Duty Leave can only be granted during the on-duty cycle.

### **Administration**

- (a) For greater clarity, a lay-day rate of pay is equivalent to six (6) hours of pay.
- (b) Lay-day credits shall be accumulated at the rate of pay for the sub-group and level at which they are earned.
- (c) Lay-day credits may be prorated on the basis of the hours in the normal work day.
- (d) Lay-days which have been displaced by vacation leave may be paid out at the direction of the Employer. The officer will have the option of converting these days to either cash or compensatory leave. Lay-days displaced by vacation leave will be paid in cash at the officer's lay-day rate of pay multiplied by two decimal zero (2.0).
- (e) An officer who has reported for work without being notified not to report, and remains ashore waiting to board his or her vessel for crew change, shall be considered to be at work and is entitled to meals and quarters under Article 25.
- (f) Where the Employer alters the scheduled "off cycle" the Employer shall reimburse the officer's non-refundable portion of travel contracts or reservations made by the officer with respect to that period, subject to the presentation of such documentation as the Employer may require. The officer will make every reasonable attempt to mitigate any loss incurred and will provide proof of such action to the Employer.
- (g) At the request of the officer and with the concurrence of the Employer, compensation earned in accordance with Article 21, Designated Holidays, may be converted into compensatory leave.
- (h) An officer shall not accumulate more than sixty-five (65) days in their lay-day bank. In circumstances where an officer is required to work after

accumulating sixty-five (65) days the officer shall be paid, in addition to his/her regular pay and lay-day factor, the cash equivalent of one decimal five (1.5) lay days for each day worked beyond the sixty-five (65) day cap.

The premium payment may be waived after agreement between the Employer and the Guild.

\*\*

- (i) For the purposes of overtime or any other hourly rated benefit the hourly rate shall be the appropriate rate found in Appendix "A". Effective April 1, 2010, for the purposes of overtime or any other hourly rated benefit the hourly rate shall be the appropriate rate found in Appendix "A".

## **Article 2 - Interpretation and Definitions**

- (f) **"Day"** in relation to an officer means the twenty-four (24) hour period during which that officer is normally required to perform the duties of his/her position and commences at the designated crew change time.

## **Article 20 - Vacation Leave With Pay**

An officer shall earn vacation leave credits at the rate prescribed for his years of continuous employment, as set forth in Article 20 of the Collective Agreement, for each calendar month for which he receives at least two (2) weeks' pay or effective April 1, 2010, eighty-four (84) hours' pay.

Six (6) hours of vacation leave are to be deducted for each day of vacation leave and a lay-day credit shall not be earned.

## **Article 21 - Designated Holidays**

- (a) For each designated holiday for which an officer does not work, the officer shall receive his regular pay for that day plus eight (8) hours pay at the straight-time rate, and a lay-day will be deducted from the officer's lay-day bank.
- (b) For each designated holiday for which an officer is required to, and does work:

- (i) an officer shall receive, in addition to his regular pay and lay-day factor, the cash equivalent to two decimal five zero (2.50) lay-days;
  - (ii) an officer shall be entitled to be compensated in accordance with the overtime compensation clause above, for work performed on a designated holiday in excess of twelve (12) hours.
- (c) For each designated holiday for which an officer is scheduled to work, but is granted the designated paid holiday off, the officer will receive his/her regular lay-day pay and his/her lay-day credit for that day. A lay-day credit will not be deducted from the officer's lay-day bank and the officer will not be entitled to any additional pay.

#### **Article 22 - Sick Leave With Pay**

An officer shall earn sick leave credits under Article 22 for each calendar month for which he receives at least two (2) weeks' pay.

#### **Article 24 - Travelling Time**

An officer who is subject to Appendix "H" and who travels on a lay-day in accordance with the provisions of clauses 24.02 and 24.03 of the Collective Agreement shall be paid at the applicable overtime rate as specified in the overtime clause of Appendix "H" for travelling time to a maximum of eight (8) hours' pay at the applicable overtime rate.

#### **Article 25 - Meals and Quarters**

Notwithstanding clauses 25.01, 25.02 and 25.03, but subject to clause 25.06, when an officer is required by the Employer to attend legal proceedings, training or other such work related activities, the Employer reserves the right, where in its opinion circumstances warrant, to reimburse actual and reasonable costs incurred for meals and/or lodging, where such costs exceed the amounts in 25.01, 25.02 or 25.03.

\*\*

#### **Article 29 - Severance Pay**

Effective April 1, 2010, for the purpose of this Article, "weekly rate of pay" means the officers rate of pay as set out in Appendices "A", "B" and "C" multiplied by forty-two (42), applying to the officer's classification, as shown in the instrument of appointment.

### **Article 30 - Hours of Work and Overtime**

- (1) Overtime compensation will be subject to:
- (a) clauses 30.07 and 30.08 of the Ships' Officers Collective Agreement, except that clause 30.07(c), 30.08(b) and (c) shall not apply;
  - and
  - (b) an officer shall be entitled to compensation at time and one-half (1 1/2) for overtime worked in excess of his/her regularly scheduled hours of work, except when an officer works more than eighteen (18) consecutive hours without six (6) consecutive hours of rest, he shall be paid at the double time rate (2T) for all hours in excess of eighteen (18) hours.
  - (c) an officer shall be entitled to compensation at time and one-half (1 1/2) for overtime worked in excess of his/her regularly scheduled hours of work. An officer shall be entitled to compensation at double time for overtime work of more than six (6) hours in excess of his/her regularly scheduled hours of work.
- (2) An officer may leave the vessel after receiving permission from the Master/Commanding Officer.
- (3) In the case of vessels assigned primarily to Search and Rescue operations, officers shall be available to return to the vessel within thirty (30) minutes. In the case of vessels whose primary function is not Search and Rescue, officers shall be available to return to the vessel within one (1) hour.

### **Non-Watchkeeping Vessels**

#### **Standby**

Where the Employer requires an officer working on "non-watchkeeping" vessels to be available on standby during off duty hours, an officer shall be entitled to a standby payment of one (1) hours pay, at the straight time rate, for each eight (8) hours, or part thereof, that he/she is on standby.

**Hours of Work**

Hours of work for non-watchkeeping vessels shall be consecutive.

## APPENDIX “I”

### AVERAGING SYSTEM FORTY-TWO (42) HOURS

This is to confirm the understanding reached between the Employer and the Canadian Merchant Service Guild with respect to the operation of vessels on the Averaging System forty-two (42) hours.

Notwithstanding the provisions of the Ships Officers collective agreement the following conditions shall apply.

#### **Article 2 - Interpretation and Definitions**

For officers described in Article 30(a) and (b) of this Appendix:

- (f) **“Day”** in relation to an officer means the twenty-four (24) hour period during which that officer is normally required to perform the duties of his/her position and commences at the designated crew change time.
- (g) **“Day of rest”** in relation to an officer means the twenty-four (24) hour period during which that officer is not ordinarily required to perform the duties of his/her position other than by reason of the officer being on leave, absent from duty without permission or by reason of that day being a holiday, and commences at designated crew change time or immediately following a preceding day of rest in any unbroken period of consecutive and contiguous days of rest.

For officers described in Article 30(c) of this Appendix:

- (f) **“Day”** in relation to an officer means the twenty-four (24) hour period during which that officer is normally required to perform the duties of his/her position and commences at 00:00:
- (g) **“Day of rest”** in relation to an officer means the twenty-four (24) hour period during which that officer is not ordinarily required to perform the duties of his/her position other than by reason of the officer being on leave, absent from duty without permission or by reason of that day being a holiday, and commences at 00:00.

**Article 20 - Vacation Leave With Pay**

An officer shall earn vacation leave credits at the rate prescribed for his or her years of continuous employment, as set forth in Article 20 of the Collective Agreement, for each calendar month for which he receives at least eighty-four (84) hours' pay.

Vacation Leave may be granted only on those days that are otherwise days of work.

**Article 22 - Sick Leave with Pay**

An officer shall have his or her accrued hours of sick leave with pay adjusted by an hourly credit by multiplying the number of hours under Article 22 by a factor of one decimal four seven (1.47).

Should an employee leave the Ships Officers group or the Appendix "I" operating system, the employee's credits will be converted to hours by applying the formula in reverse.

Sick leave with pay may be granted only on those days that are, otherwise, scheduled days of work.

Sick Leave with Pay shall be granted on an hourly basis, with the hours debited for each day of sick leave being equal to twelve decimal two eight (12.28) hours per day.

Where an officer has insufficient or no credits to cover the granting of sick leave with pay under the provisions of clause 22.05, sick leave with pay may, at the discretion of the Employer, be granted:

- (a) if the officer is awaiting a decision on an application for injury-on-duty leave,
  - (i) for a period of up to two hundred and ten (210) hours;
- (b) for all other cases,
  - (i) for a period of up to one hundred and twenty-six (126) hours

subject to the deduction of such advanced leave from any sick leave credits subsequently earned, and, in the event of termination of employment for reasons

other than death or lay-off, the recovery of the advance from any monies owed the officer.

### **Article 25 - Meals and Quarters**

Notwithstanding clauses 25.01, 25.02 and 25.03, but subject to clause 25.06, when an officer is required by the Employer to attend legal proceedings, training or other such work related activities, the Employer reserves the right, where in its opinion circumstances warrant, to reimburse actual and reasonable costs incurred for meals and/or lodging, where such costs exceed the amounts in 25.01, 25.02 or 25.03.

### **Article 29 - Severance Pay**

For the purpose of this Article, “weekly rate of pay” means the officers’ hourly rate of pay as set out in Appendices “A”, “B”, “C” and “D” multiplied by forty-three (43), applying to the officer’s classification, as shown in the instrument of appointment.

### **Article 30 - Hours of Work and Overtime**

#### **Hours of Work**

- (a) To meet operational requirements, hours of work may be designated so that officers work an average of forty-two (42) hours per week.
- (b) Except as provided in (c) below officers shall be entitled to compensation at time and one-half (1 1/2) for hours worked in excess of an average of forty (40) hours per week but not exceeding an average of forty-two (42) hours per week.
- (c) The following conditions apply to officers employed on fire tugs or assigned to DND security watch patrols or assigned as Coast Guard Rescue Centre Watchkeepers.
  - (i) Subject to clause 30.07, but notwithstanding any other provisions of this Agreement, officers shall be entitled to compensation at time and one-half (1 1/2) for hours worked in excess of an average of forty (40) hours per week.
- (d) Officers subject to (a) and (b) above may leave the vessel after receiving permission from the Master.

In the case of vessels engaged primarily in Search and Rescue operations, officers shall be available to return to the vessel within thirty (30) minutes. In the case of vessels whose primary function is not Search and Rescue, officers shall be available to return to the vessel within one (1) hour.

### **Overtime Compensation**

- (a) When an officer is required to work continuously without a break of at least six (6) hours, he/she shall continue to be compensated at double (2) time for hours worked provided:
  - (i) the officer has worked more than twenty (20) hours in any period of twenty-four (24) consecutive hours for officers who normally work a twelve (12) hour day.
- (b) An officer subject to Hours of Work (a) and (b) above is entitled to compensation at double (2) time on alternate days on which he/she works, beginning with the first (1<sup>st</sup>) day on which he/she works, in any unbroken period of consecutive days of rest.

**APPENDIX “J”**

**ON-CALL SYSTEM – AVERAGE  
FORTY-SIX POINT SIX  
(46.6) HOURS**

This is to confirm the understanding reached between the Employer and the Canadian Merchant Service Guild with respect to the operation of vessels on the On Call System average forty-six decimal six (46.6) hours.

Class 400 vessels will operate under this work system and shall not be placed under another work system except by mutual agreement between the parties.

Notwithstanding the provisions of the Ships’ Officers collective agreement, the following shall apply:

**Article 2 - Interpretations and Definitions**

- (f) “**Day**” in relation to an officer means the twenty-four (24) hour period during which that officer is normally required to perform the duties of his/her position and commences at the designated crew change time.
- (g) “**Day of rest**” in relation to an officer means the twenty-four (24) hour period during which that officer is not ordinarily required to perform the duties of his/her position other than by reason of the officer being on leave, absent from duty without permission or by reason of that day being a holiday, and commences at designated crew change time or immediately following a preceding day of rest in any unbroken period of consecutive and contiguous days of rest.

**Article 20 - Vacation Leave With Pay**

An officer shall earn vacation leave credits at the rate prescribed for his/her years of continuous employment, as set forth in Article 20 of the Collective Agreement, for each calendar month for which he/she receives at least ninety-three (93) hours’ pay.

Vacation leave with pay may be granted only on those days that are, otherwise, scheduled days of work.

Effective April 1, 2010, Vacation leave with pay shall be granted on an hourly basis with hours debited for each day of vacation leave being equal to thirteen decimal three (13.3) hours per day.

### **Article 22 - Sick Leave With Pay**

An officer shall earn sick leave credits at the rate prescribed in Article 22.01 for each calendar month for which the officer receives at least ninety-three (93) hours' pay.

An officer shall have his or her accrued hours of sick leave with pay adjusted by an hourly credit by multiplying the number of hours under Article 22 by a factor of one decimal six two seven five (1.6275).

Should an officer leave the Ships' Officers Group or the Appendix "J" operating system the officers' credits will be converted to hours by applying the formula in reverse.

Sick leave with pay may be granted only on those days that are, otherwise, scheduled days of work.

Sick leave with pay shall be granted on an hourly basis and, for pay purposes, the hours debited will be equivalent thirteen decimal three (13.3) hours pay per day for each day of sick leave taken.

Where an officer has insufficient or no credits to cover the granting of sick leave with pay under the provisions of clause 22.05, sick leave with pay may, at the discretion of the Employer, be granted:

- (a) if the officer is awaiting a decision on an application for injury-on-duty leave,
  - (i) for a period of up to two hundred and thirty-three (233) hours;
- (b) for all other cases,
  - (i) for a period of up to one hundred and forty (140) hours;

subject to the deduction of such advanced leave from any sick leave credits subsequently earned, and, in the event of termination of employment for reasons other than death or lay-off, the recovery of the advance from any monies owed the officer.

### **Article 25 - Meals and Quarters**

Notwithstanding clauses 25.01, 25.02 and 25.03, but subject to clause 25.06, when an officer is required by the Employer to attend legal proceedings, training or other such work related activities, the Employer reserves the right, where in its opinion circumstances warrant, to reimburse actual and reasonable costs incurred for meals and/or lodging, where such costs exceed the amounts in 25.01, 25.02 or 25.03.

### **Article 29 - Severance Pay**

For the purpose of this Article “weekly rate of pay” means the officers’ hourly rate of pay, as set out in Appendices “A”, “B”, “C” and “D” multiplied by forty-six (46), applying to the officer’s classification, as shown in the instrument of appointment.

### **Article 30 - Hours of Work and Overtime**

#### **Hours of Work**

To meet operational requirements:

- (a) An officer’s regular hours shall be a combination of hours worked and hours on “on call” duty which shall average twenty-eight (28) hours of work and fifty-six (56) hours of “on call” duty per week and for pay purposes be equivalent to an average of forty-six decimal six (46.6) straight-time hours per week.

An officer on “on call” duty shall be entitled to compensation at one-sixth (1/6) of his straight-time rate for each completed one-half (1/2) hour of “on call” duty.

When an officer is required to perform work, “on call” duty pay shall not apply.

- (b) An officer must be available for work at all times while on “on call” duty.
- (c) During the “on call” duty hours, ships’ personnel must be in a position to respond to a Search and Rescue (SAR) call on a 0-to-30 minute basis.

#### **Overtime Compensation**

- (d) When an officer is required to work continuously without a break of at least six (6) hours, the officer shall continue to be compensated at double (2) time for hours worked provided he/she has worked more than

sixteen (16) hours in anyone period of twenty-four (24) consecutive hours for officers who normally work an eight (8) hour day.

- (e) An officer is entitled to compensation at double (2) time on alternate days on which the officer works, beginning with the first (1<sup>st</sup>) day on which he/she works, in any unbroken period of consecutive days of rest.

## **APPENDIX “K”**

### **40 HOUR WORK WEEK SYSTEM**

This is to confirm the understanding reached between the Employer and the Canadian Merchant Service Guild with respect to the operation of the 40 Hour Work Week System.

Notwithstanding the provisions of the Ships’ Officers Collective Agreement, the following shall apply:

#### **Article 2 - Interpretations and Definitions**

For officers described in Article 30 of this Appendix:

- (f) **“Day”** in relation to an officer means the twenty-four (24) hour period during which that officer is normally required to perform the duties of his/her position and commences at 00:00;
- (g) **“Day of rest”** in relation to an officer means the twenty-four (24) hour period during which that officer is not ordinarily required to perform the duties of his/her position other than by reason of the officer being on leave, absent from duty without permission or by reason of that day being a holiday, and commences at 00:00.

#### **Article 20 - Vacation Leave With Pay**

An officer shall earn vacation leave credits at the rate prescribed for his/her years of continuous employment, as set forth in Article 20 of the Collective Agreement, for each calendar month for which he/she receives at least eighty (80) hours pay.

#### **Article 22 - Sick Leave With Pay**

An officer shall earn sick leave credits at the rate prescribed in Clause 22.01 for each calendar month for which he/she receives at least eighty (80) hours’ pay.

Where an officer has insufficient or no credits to cover the granting of sick leave with pay under the provision of clause 22.05, sick leave with pay may, at the discretion of the Employer, be granted:

- (a) if the officer is awaiting a decision on an application for injury-on-duty leave for a period of up to two hundred (200) hours;

- (b) for all other cases for a period of up to one hundred twenty (120) hours.

Subject to the deduction of such advanced leave from any sick leave credits subsequently earned, and, in the event of termination of employment for reasons other than death or lay-off, the recovery of the advance from any monies owed the officer.

#### **Article 25 - Meals and Quarters**

Notwithstanding clauses 25.01, 25.02 and 25.03, but subject to clause 25.06, when an officer is required by the Employer to attend legal proceedings, training or other such work related activities, the Employer reserves the right, where in its opinion circumstances warrant, to reimburse actual and reasonable costs incurred for meals and/or lodging, where such costs exceed the amounts in 25.01, 25.02 or 25.03.

#### **Article 29 - Severance Pay**

For the purpose of this Article, “weekly rate of pay” means the officers’ hourly rate of pay as set out in Appendices “A”, “B”, “C” and “D” multiplied by forty (40), applying to the officer’s classification, as shown in the instrument of appointment.

#### **Article 30 - Hours of Work and Overtime**

##### **Hours of Work**

- (a) Hours of work shall be designated so that officers:
- (i) work eight (8) hours per day,
  - and
  - (ii) work an average of forty (40) hours and five (5) days per week.
  - and
  - (iii) the two (2) days of rest shall be consecutive.
- (b) Officers working sea watches shall normally work on the basis of either:
- (i) four (4) hours on and eight (8) hours off;

or

- (ii) six (6) hours on and six (6) hours off.
- (c) Officers whose hours of work are designated in accordance with clause (a) and who are not assigned to watches shall perform their daily hours of work within a twelve (12) hour period as determined from time to time by the Master/Commanding Officer. These hours shall be designated so as to be consecutive, except for meal periods.
- (d) For officers who regularly work five (5) consecutive days per week on “non-watchkeeping” vessels the hours of work shall be consecutive, except for meal periods,

and

The normal daily hours of work shall be between 0600 hours and 1800 hours.

and

Officers shall be given forty-eight (48) hours notice of any change in scheduled starting time.

(e) **Reporting for Sailing**

- (1) Where an officer is authorized to be absent from the vessel during his off-duty hours, the Master/Commanding Officer shall inform the officer of the time at which shore leave will expire. If the shore leave expiry time cannot be determined and the vessel is placed in standby status, the officer shall notify his/her supervisor where and how he/she may be contacted; the Employer will not be responsible for officers who fail to receive notice of sailing by reason of absence from the place of notification.
- (2) If an officer is unable to join his vessel because it either sails earlier than the posted sailing time or earlier than the time he/she was given under subparagraph (1), if the Employer considers it feasible to do so:

- (a) the officer shall be transported to the vessel's first (1<sup>st</sup>) port of call or other point of contact with the vessel at the Employer's expense,  
  
or
  - (b) when work is available, the officer shall be employed in his classification until he/she is able to return to his vessel.  
  
or
  - (c) The officer may take any compensatory leave credits and/or vacation leave credits he/she has accumulated up to the time the vessel sailed.
- (3) Where an officer reports on board for sailing in accordance with the sailing time posted on the vessel's notice board or as otherwise required by the Master/ Commanding Officer, the officer is entitled to the greater of:
- (a) compensation at the applicable rate for any work performed on that day,  
  
or
  - (b) one (1) hour's pay at the straight-time rate,  
  
provided that the vessel is in home port.

**Overtime Compensation**

- (f) An officer is entitled to compensation at double (2) time:
  - (1) for overtime worked following eight (8) hours of overtime worked in excess of his normal daily hours of work;
  - (2) for overtime worked on his/her days of rest in excess of the officer's normal daily hours of work;

and

\*\*

(3) for all overtime worked by an officer on the officer's second or subsequent day of rest, provided the days of rest are consecutive.

(g) When an officer is required to work continuously without a break of at least six (6) hours, he/she shall continue to be compensated at double (2) time for hours worked provided he/she has worked more than sixteen (16) hours in any one period of twenty-four (24) consecutive hours for officers who normally work an eight (8) hour day.

(h) **Reporting for SAR Mission**

When an officer, after having completed his designated hours of work, has left the Employer's premises, is subsequently required to return to the Employer's premises to take part in a Search and Rescue mission (SAR) and does so aboard a vessel whose primary function is not search and rescue operations, the officer shall be paid the greater of:

(1) compensation at the applicable overtime rates for any work performed in excess of his designated hours of work,

or

(2) compensation equivalent to four (4) hour's pay at the straight-time rate.

(i) Where the Employer requires a vessel operating under this appendix to be on standby, an officer who is assigned to that vessel and is required to be available for duty during off-duty hours, shall be compensated at the rate of one (1) hour for each eight (8) hour period or portion thereof for which he/she has been assigned to the vessel while it is on standby.

No payment shall be granted if an officer is unable to return to the vessel and/or report for work when required.

An officer on standby who is required to return to the vessel and report for work immediately shall be paid, in addition to the standby pay, the greater of:

(a) the applicable overtime rate for the time actually worked,

- (b) compensation equivalent to three (3) hours' pay at the applicable overtime rate.

Officers on standby who are required to return to the vessel only to be available for their next scheduled work period, shall be compensated in accordance with paragraph 3 (d) Reporting for Sailing.

Standby shall not apply to officers on vessels while at sea.

- (j) Payments made under Article 31 (Call-back Pay), clause (d) above (Reporting for Sailing), clause (j) above (Reporting for SAR Mission) shall not be pyramided; that is an officer shall not receive more than one compensation for the same service.

### **Article 32 - Reporting Pay**

Where an officer, who regularly work five consecutive days per week on a non-watchkeeping vessels, is required to report for work as directed on a day of rest he/she shall be paid for the time actually worked, or a minimum of three (3) hours' pay at the applicable overtime rate, whichever is the greater.

Time spent by the employee reporting to work or returning to the employee's residence shall not constitute time worked.

## **APPENDIX “L”**

### **INSTRUCTORS SUB-GROUP**

This is to confirm the understanding reached between the Employer and the Canadian Merchant Service Guild with respect to the Instructor Sub-Group.

Notwithstanding the provisions of the Ship’s Officers Collective Agreement, the following shall apply:

#### **Article 30 - Hours of Work and Overtime**

##### **Hours of Work**

- (a) Hours of work shall be designated so that officers normally work an average of:
  - (i) eight (8) hours per day,  
and
  - (ii) forty (40) hours per week,  
and
  - (iii) five (5) days per week, Monday through Friday.
- (b) Instructors shall not be required to provide classroom or similar instruction in excess of an average of twenty (20) hours per week, averaged over a four (4) month period.

The four (4) month period for averaging of courses shall be: January through April, May through August and September through December.

##### **General**

Instructors will not normally be required to perform non-officer duties.

##### **Pedagogical Break - Canadian Coast Guard College**

Instructors shall be granted a pedagogical break which will include all calendar days between December 25 and January 2, inclusively. During this period,

instructors are entitled to four (4) days of leave with pay, in addition to three (3) designated paid holidays, as provided for under clause 21.01 of this Agreement.

Should January 2 coincide with an instructor's day of rest or with a day to which a designated paid holiday has been moved, this day shall be moved to the instructors first (1<sup>st</sup>) scheduled working day following the pedagogical break.

If an instructor performs authorized work during the pedagogical break on a day other than a designated paid holiday or a normal day of rest, the instructor shall receive compensation based on his or her normal daily rate of pay, in addition to his or her usual pay for the day.

**LETTER OF UNDERSTANDING (13-1)**

August 6, 2013

Mr. Thomas Spindler  
Chairman, National Bargaining Committee,  
Canadian Merchant Service Guild,  
9 Antares Drive, Suite 234 Ottawa, ON  
K2E 7V5

Dear Mr. Spindler:

Subject: **Scheduling of Hours of Work for Appendix "K" Personnel**

This will confirm the understanding reached by the parties in negotiations regarding the fluctuation of hours of work for certain fisheries patrol operations in Pacific Region.

It is agreed that officers subject to clause (a) of Article 30 of Appendix "K" shall normally perform their daily hours of work between 0600 and 1800 with the specific period being determined from time to time by the Master/Commanding Officer. These hours shall be designated so as to be consecutive, except for meal periods.

Notwithstanding the above, the Employer, with at least forty-eight (48) hours notice, may reschedule the eight (8) hour work period.

Yours sincerely,



Ted Leindecker  
Negotiator, Collective Bargaining  
Labour Relations and  
Compensation Operations

Received and accepted by the Guild



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Thomas Spindler

**LETTER OF UNDERSTANDING (13-2)**

August 6, 2013

Mr. Thomas Spindler  
Chairman, National Bargaining Committee,  
Canadian Merchant Service Guild,  
9 Antares Drive, Suite 234 Ottawa, ON  
K2E 7V5

Dear Mr. Spindler:

**RE: Granting of Days Off**

This letter will confirm the understanding reached between the Employer and the Canadian Merchant Service Guild in negotiations with respect to the granting of days off.

For the duration of the Ships' Officers Group Collective Agreement which will expire on March 31, 2014 the Employer recognizes the desirability of granting days off at such times and in such locations so as to provide an officer the opportunity to enjoy his/her days off preferably at home, or if not at home, in a community which affords the officer a recreational outlet.

The Employer shall designate a home port for each officer, and subject to operational requirements undertakes the following:

1. The Employer will grant an officer compensatory leave in the officer's home port unless otherwise mutually agreed.
2. The Employer will grant days of rest to an officer either
  - (a) in the officer's home port,
  - or
  - (b) when, in the opinion of the Employer, an officer is within reasonable travelling distance from his/her place of residence or the officer's home port,

or

- (c) in a location which, in the opinion of the Employer, provides adequate recreational facilities,

or

- (d) in any other location which might be agreeable to both the officer and the Employer.

- 3. When 2 above does not apply, an officer shall work on his/her day of rest at the applicable overtime compensation or, if, in the opinion of the Employer, sufficient work is not available and the officer does not work, the officer shall be granted one-half (1/2) day of compensation. If the officer works less than a day, he/she shall receive a minimum of four (4) hours' pay at the applicable premium rate.

The Employer further undertakes, on request in writing from the Guild, to consult with the Guild with respect to locations which the Employer considers provide adequate recreational facilities as envisaged in 2(c) above.

Yours sincerely,



Ted Leindecker  
Negotiator, Collective Bargaining  
Labour Relations and  
Compensation Operations

Received and accepted by the Guild



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Thomas Spindler

**LETTER OF UNDERSTANDING (13-3)**

August 6, 2013

Mr. Thomas Spindler  
Chairman, National Bargaining Committee,  
Canadian Merchant Service Guild,  
9 Antares Drive, Suite 234 Ottawa, ON  
K2E 7V5

Dear Mr. Spindler:

**RE: Travel for Officers in a Regional Pool**

This letter will confirm the understanding reached between the Employer and the Canadian Merchant Service Guild in negotiations with respect to Canadian Coast Guard officers appointed to positions in a regional pooling system.

For the duration of the Ships' Officers Collective Agreement which will expire on March 31, 2014, the parties agree that:

An officer who is appointed to a position in one pool within a region and who is assigned on a temporary basis to another pool within the same region shall be entitled to one (1) return trip once every three (3) weeks subject to the following conditions:

1. operational requirements permit the officer to be absent;
2. the period of assignment extends beyond the trip home by a further period of two (2) weeks;

3. the return trip specified above shall be to the officer's headquarters area or his permanent residence, whichever is closer;

and

4. the reimbursement for the return trip shall be by the most economical means available, as determined by the Employer.

Yours sincerely,



Ted Leindecker  
Negotiator, Collective Bargaining  
Labour Relations and  
Compensation Operations

Received and accepted by the Guild



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Thomas Spindler

**LETTER OF UNDERSTANDING (13-4)**

August 6, 2013

Mr. Thomas Spindler  
Chairman, National Bargaining Committee,  
Canadian Merchant Service Guild,  
9 Antares Drive, Suite 234 Ottawa, ON  
K2E 7V5

Dear Mr. Spindler:

**RE: Variable Hours Of Work**

This will confirm the understanding reached by the parties in negotiations regarding the implementation of a variable hours work schedule for officers working under Appendix “K” and “L”.

It is agreed that the implementation of any such variation in the hours of work shall not result in any additional expenditure or cost by reasons only of such variation, nor shall it be deemed to prohibit the right of the Employer to schedule any hours of work permitted by the terms of this Agreement.

Any special arrangement may be at the request of either party and must be mutually agreed between the Employer and the Guild and shall apply to all employees at the work unit.

**1. General Terms**

Officers, with the approval of the Employer, may complete their weekly hours of employment in a period other than five (5) full days provided that over a period to be determined by the Employer, officers work an average of forty (40) hours per week. In every such period, officers shall be granted days of rest on days not scheduled as normal work days for them.

The starting and finishing times, meal breaks and rest periods shall be determined according to operational requirements as determined by the Employer.

Scheduled hours shall be consecutive, exclusive of meal periods, and all hours in excess of the scheduled hours shall be overtime hours.

The maximum life of a schedule shall be six (6) months.

Normally, the cancellation of any agreed compressed work schedule shall require fourteen (14) days notice.

**2. Designated Paid Holidays**

A designated paid holiday shall account for the normal daily hours specified in Article 21.

When an officer works on a Designated Paid holiday, the officer shall be compensated, in addition to the normal daily hours' pay, time and one-half (1 1/2) up to his or her regular scheduled hours worked and double (2) time for all hours worked in excess of his or her regular scheduled hours.

**3. Leave**

Where an officer is granted bereavement leave in accordance with the provisions of Article 23.02 a day shall equal the scheduled hours of work.

Yours sincerely,



Ted Leindecker  
Negotiator, Collective Bargaining  
Labour Relations and  
Compensation Operations

Received and accepted by the Guild



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Thomas Spindler

**LETTER OF UNDERSTANDING (13-5)**

August 6, 2013

Mr. Thomas Spindler  
Chairman, National Bargaining Committee,  
Canadian Merchant Service Guild,  
9 Antares Drive, Suite 234 Ottawa, ON  
K2E 7V5

Dear Mr. Spindler:

**RE: Training**

This will confirm the understanding reached by the parties in negotiations regarding the application of training for officers working under Appendices “H”, “I” and “J”.

**Definition**

Training refers to an activity where the Employer has determined that such training is necessary or will assist the officer in carrying out his/her assigned duties.

The following activities shall be deemed to be training:

- (a) a course given by the Employer,
- (b) a course offered by a recognized academic institution,
- (c) a seminar, convention or study session in a specialized field directly related to the officer’s work,
- (d) Time required to maintain or re-qualify or re-certify training previously taken under (a), (b) or (c).

Training is divided into short and long term. Short term training is any training scheduled to be twenty-eight (28) days or less in duration and long term training is that which is scheduled to be duration longer than twenty-eight (28) days.

**Short Term Training**

For short term training the officer shall remain in their normal “work cycle”. In those periods where the officer is undertaking training during the normally scheduled off duty portion of the work cycle the officer will be compensated for the scheduled training period at their straight time rate of pay.

**Long Term Training**

For long term training the officers shall be temporarily removed from their work system and shall work, and be compensated, in accordance with Appendix “K”.

**Other**

Officers on training under Appendix “K” will be compensated for the scheduled training period at their straight time rate.

Officers on training shall be reimbursed for all reasonable travel expenses incurred.

Yours sincerely,



Ted Leindecker  
Negotiator, Collective Bargaining  
Labour Relations and  
Compensation Operations

Received and accepted by the Guild



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Thomas Spindler

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE CANADIAN MERCHANT SERVICE GUILD  
AND  
THE TREASURY BOARD  
ON  
SPECIAL LAY DAY BANK - 65 DAY CAP**

In accordance with Article 39, the parties agree to amend the Collective Agreement as follows:

The Employer and the Canadian Merchant Service Guild agree to the continuation of the Memorandum of Understanding on “Special Lay Day Banks”.

It is understood that in recognition of operational and administrative difficulties in scheduling personnel, there is a need to establish a “Special Lay Day Bank” which will be administered, effective the date of signing of this memorandum, in accordance with the following procedures:

- (A) When an Officer is scheduled or required to work where he/she exceeds the 65 day cap on lay-days, the additional lay-days so earned (i.e., lay-day factor) shall be accumulated in the “Special Leave Bank”.
- (B) Credits shall be accumulated in days and Officers shall be advised in writing, on each occasion that days are added to this “Special Lay Day Bank”, of the number of days and the lay-day rate at which they have been earned.
- (C) Credits in this “Special Lay Day Bank” shall be held in reserve to be liquidated as time off work with pay at the request of the Officer and at the discretion of the Employer or at the request of the Employer subject to the Employer making every reasonable effort, subject to operational requirements, to grant the lay days at such time as the Officer may request.
- (D) The accumulation of such lay day credits shall not exceed sixty-five (65) days. Should an officer reach the maximum of sixty-five (65) days, he or she must proceed on leave.

- (E) It is recognized that lay day credits accumulated in this bank are intended to be taken as time off work with pay. Normally, the credits in this bank shall only be paid in cash in cases of termination of employment or permanent appointment to a position which is not on a vessel operating on the lay-day system, or is not within the same department or region.

For the purposes of cashing out such converted lay day credits, it is agreed that this will be at the lay-day rate of pay multiplied by 1.5.

Signed at Ottawa, this 6<sup>th</sup> day of the month of August, 2013.

THE CANADIAN MERCHANT  
SERVICE GUILD



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Thomas Spindler

THE TREASURY BOARD OF  
CANADA



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Ted Leindecker

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE CANADIAN MERCHANT SERVICE GUILD  
AND  
THE TREASURY BOARD  
ON  
COMPENSATORY LEAVE**

In accordance with Article 39, the parties agree to amend the Collective Agreement as follows:

Notwithstanding clause 30.14, for the duration of this Collective Agreement, the Guild and the Employer recognize the benefit to all parties of Officers accumulating compensatory leave credits for use in special circumstance noted in (1) and (2) below when Coast Guard Vessels may be non-operational.

Accordingly Officers are encouraged to accumulate and retain compensatory leave credits sufficient to cover:

- (1) periods during which the vessel will be non-operational by reason of refit, repair, seasonal lay-up;
- and
- (2) periods during which the employee is not required to work in accordance with a rotational or relief crew system.

To facilitate such accumulation of compensatory leave, the Employer undertakes to provide officers with as much notice as possible of these periods.

Consequently, the parties agree, on a without prejudice basis that, at the request of an Officer, and subject to the approval of the Employer, compensatory leave credits may be accumulated in excess of four (400) hundred hours for these special circumstances. In the event that such accumulated compensatory leave in excess of four (400) hundred hours is not used for the purpose requested, the credits shall be liquidated in cash.

Signed at Ottawa, this 6<sup>th</sup> day of the month of August, 2013.

THE CANADIAN MERCHANT  
SERVICE GUILD



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Thomas Spindler

THE TREASURY BOARD OF  
CANADA



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Ted Leindecker

**MEMORANDUM OF UNDERSTANDING**  
**ON**  
**TEMPORARY LACK OF WORK SITUATION**

As a result of the removal of the vacation leave factors, as set out in paragraph 20 of the arbitral award (PSLRB File 585-02-10) and in recognition of the Guild's concern regarding temporary lack of work situations for indeterminate full time Officers and notwithstanding Article 30.13, the following steps shall be undertaken in the event of a temporary lack of work situation:

1. When a temporary lack of work situation has been identified, the Officer shall be informed in writing with a copy provided to the Regional Guild Office with as much notice as possible of these situations, and shall include the anticipated dates of the temporary lack of work. Consultation with the Guild at the Regional level shall take place.
2. The Officer's leave credits shall be managed in accordance with the provisions of the collective agreement and the MOU regarding Compensatory Leave.
3. The Officer shall exhaust all his/her lay-day, annual leave and compensatory credits.
4. When all the lay-day, annual leave and compensatory credits have been exhausted, the Employer shall endeavour to provide an opportunity for training or alternate assignment(s) at the Officer's substantive pay level during this period. Where alternate assignments within the Officer's home region cannot be found, alternate assignments in other regions will be considered. Nothing in this MOU will limit the Employer's requirements with respect to competencies, qualifications, knowledge and abilities for potential assignments.
5. A review of the current staffing situation (casual, term, acting positions) will be completed to determine if opportunities are available. Alternate assignments in reference to this MOU, will be made to positions occupied by casual and term employees prior to affecting indeterminate Officers performing duties in accordance with Article 35.04.

6. Consultation with the Guild at the National level shall be completed prior to an Officer being placed in off-duty status.

In no case will an Officer be placed in an off-duty status unless the above steps have been completed.

Should an Officer refuse an offer of an alternate assignment or a training opportunity in accordance with this MOU, the provisions of this MOU will no longer apply for this temporary lack of work situation.

Signed at Ottawa, this 6<sup>th</sup> day of the month of August, 2013.

THE CANADIAN MERCHANT  
SERVICE GUILD



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Thomas Spindler

THE TREASURY BOARD OF  
CANADA



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Ted Leindecker