



Treasury Board of Canada
Secretariat

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du Canada

Agreement between the Treasury Board and The Canadian Merchant Service Guild

Group: Ships' Officers
(All employees)

CODE: 410

Expiry Date: March 31, 2003

Canada

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**LIST OF CHANGES TO THE COLLECTIVE AGREEMENT
BETWEEN THE TREASURY BOARD AND THE CANADIAN
MERCHANT SERVICE GUILD**

**ARTICLE 2
INTERPRETATION AND DEFINITIONS**

2.01 For the purpose of this Agreement:

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(b) **“bargaining unit”** means the officers of the Employer in the Ships’ Officers Group, as described in the certificate issued by the Public Service Staff Relations Board on December 10, 1968, amended on the 31st day of May 1999;

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(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;

The “home port” is now defined in relation to the employee rather than the vessel.

**ARTICLE 19
LEAVE – GENERAL**

This is a new provision that excludes periods of leave without pay of more than 3 months for the calculation of service for the purposes of severance pay, increments and vacation leave accumulation, unless otherwise specified.

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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

This new clause introduces a cap on the carry-over of vacation credits for Ships’ Officers that may be carried over into the next vacation year. Notwithstanding this, in order to provide a transition, if the employee has unused vacation leave credits in excess of the noted limits, this establishes an accumulated leave maximum which may be carried forward.

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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.
- (c) The rate of pay specified above shall be the lay-day rate of pay specified in Appendix A-3B for officers working under Appendix H, and the hourly rate of pay specified in Appendix A-2 for officers working under Appendix I, J, K or L.
- (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.

ARTICLE 25

MEALS AND QUARTERS

The quanta have been increased to the amounts noted in the clauses.

25.02

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- (b) when the vessel is in home port, eight dollars and fifty cents (\$8.50) per day in lieu of meals and quarters for a regular working day of less than twelve (12) hours and eleven dollars and fifty cents (\$11.50) per day in lieu of meals and quarters for a regular working day of twelve (12) hours or more.

25.03

**

- (a) when the vessel is in home port, eight dollars and fifty cents (\$8.50) per day in lieu of meals and quarters for a regular working day of less than twelve (12) hours and eleven dollars and fifty cents (\$11.50) per day in lieu of meals and quarters for a regular working day of twelve (12) hours or more;

ARTICLE 30

HOURS OF WORK AND OVERTIME

The quanta have been increased to the amounts noted in the clauses.

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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 nine dollars and fifty cents (\$9.50) except where a free meal is provided.

Effective April 1, 2002, this allowance will be increased to ten dollars (\$10.00).

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 nine dollars and fifty cents (\$9.50) for each four (4) hour period of overtime worked thereafter, except where a free meal is provided.

Effective April 1, 2002, this allowance will be increased to ten dollars (\$10.00).

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 nine dollars and fifty cents (\$9.50) after having worked three (3) consecutive hours of overtime beyond the prior scheduled overtime period and nine dollars and fifty cents (\$9.50) for each four (4) hour period of overtime worked thereafter, except where a free meal is provided.

Effective April 1, 2002, this allowance will be increased to ten dollars (\$10.00).

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.

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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.

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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 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

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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.

ARTICLE 43
DURATION AND RENEWAL

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43.01 The term of this Agreement shall be from April 1, 2000 to March 31, 2003.

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

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

- A) Effective April 1, 2000
- B) Effective April 1, 2001
- C) Effective April 1, 2002

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

From:	\$	30215	31272	32367	33499
To:	A	31182	32273	33403	34571
	B	32055	33177	34338	35539
	C	32856	34006	35196	36427

SO-MAO-1

From:	\$	32470	33606	34782	36000
To:	A	33509	34681	35895	37152
	B	34447	35652	36900	38192
	C	35308	36543	37823	39147

SO-MAO-2

From:	\$	36981	38276	39617
To:	A	38164	39501	40885
	B	39233	40607	42030
	C	40214	41622	43081

SO-MAO-3

From:	\$	38307	40063	41466
To:	A	39533	41345	42793
	B	40640	42503	43991
	C	41656	43566	45091

SO-MAO-4

From:	\$	40626	42339	43820
To:	A	41926	43694	45222
	B	43100	44917	46488
	C	44178	46040	47650

SO-MAO-5

From:	\$	43263	45047	46624
To:	A	44647	46489	48116
	B	45897	47791	49463
	C	47044	48986	50700

SO-MAO-6

From:	\$	45417	47007	48651
To:	A	46870	48511	50208
	B	48182	49869	51614
	C	49387	51116	52904

SO-MAO-7

From:	\$	47143	48795	50503
To:	A	48652	50356	52119
	B	50014	51766	53578
	C	51264	53060	54917

SO-MAO-8

From:	\$	49600	51335	53131
To:	A	51187	52978	54831
	B	52620	54461	56366
	C	53936	55823	57775

SO-MAO-9

From:	\$	53385	55251	57185
To:	A	55093	57019	59015
	B	56636	58616	60667
	C	58052	60081	62184

SO-MAO-10

From:	\$	58193	60229	62338
To:	A	60055	62156	64333
	B	61737	63896	66134
	C	63280	65493	67787

SO-MAO-11

From:	\$	64084	66328	68649
To:	A	66135	68450	70846
	B	67987	70367	72830
	C	69687	72126	74651

SO-MAO-12

From:	\$	69851	72296	74826
To:	A	72086	74609	77220
	B	74104	76698	79382
	C	75957	78615	81367

****APPENDIX "A-1"****SO - SHIPS' OFFICERS GROUP
WEEKLY RATES OF PAY**

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

- A) Effective April 1, 2000**
- B) Effective April 1, 2001**
- C) Effective April 1, 2002**

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

From:	\$	579.10	599.36	620.34	642.04
To:	A	597.63	618.54	640.20	662.58
	B	614.36	635.87	658.12	681.14
	C	629.71	651.76	674.56	698.16

SO-MAO-1

From:	\$	622.32	644.09	666.63	689.97
To:	A	642.23	664.69	687.96	712.05
	B	660.21	683.30	707.22	731.98
	C	676.71	700.38	724.91	750.29

SO-MAO-2

From:	\$	708.77	733.59	759.30
To:	A	731.45	757.07	783.60
	B	751.94	778.27	805.54
	C	770.74	797.72	825.69

SO-MAO-3

From:	\$	734.19	767.84	794.73
To:	A	757.69	792.41	820.17
	B	778.90	814.61	843.13
	C	798.37	834.98	864.21

SO-MAO-4

From:	\$	778.63	811.47	839.85
To:	A	803.55	837.43	866.72
	B	826.05	860.87	890.98
	C	846.71	882.40	913.26

SO-MAO-5

From:	\$	829.17	863.37	893.59
To:	A	855.70	891.00	922.19
	B	879.66	915.96	948.00
	C	901.64	938.86	971.71

SO-MAO-6

From:	\$	870.46	900.93	932.44
To:	A	898.31	929.76	962.28
	B	923.45	955.78	989.23
	C	946.55	979.68	1013.95

SO-MAO-7

From:	\$	903.54	935.20	967.94
To:	A	932.46	965.12	998.91
	B	958.56	992.14	1026.87
	C	982.52	1016.94	1052.53

SO-MAO-8

From:	\$	950.63	983.88	1018.30
To:	A	981.04	1015.37	1050.89
	B	1008.51	1043.79	1080.31
	C	1033.73	1069.90	1107.31

SO-MAO-9

From:	\$	1023.17	1058.94	1096.00
To:	A	1055.91	1092.82	1131.08
	B	1085.48	1123.43	1162.74
	C	1112.62	1151.51	1191.81

SO-MAO-10

From:	\$	1115.32	1154.34	1194.76
To:	A	1151.01	1191.28	1233.00
	B	1183.25	1224.62	1267.52
	C	1212.82	1255.23	1299.20

SO-MAO-11

From:	\$	1228.23	1271.24	1315.72
To:	A	1267.54	1311.91	1357.83
	B	1303.03	1348.65	1395.85
	C	1335.61	1382.36	1430.75

SO-MAO-12

From:	\$	1338.76	1385.62	1434.11
To:	A	1381.59	1429.95	1479.99
	B	1420.27	1469.99	1521.43
	C	1455.78	1506.73	1559.47

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

****APPENDIX "A-2"****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, 2000**
- B) Effective April 1, 2001**
- C) Effective April 1, 2002**

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

From:	\$	14.48	14.98	15.51	16.05
To:	A	14.94	15.46	16.01	16.56
	B	15.36	15.90	16.45	17.03
	C	15.74	16.29	16.86	17.45

SO-MAO-1

From:	\$	15.56	16.10	16.67	17.25
To:	A	16.06	16.62	17.20	17.80
	B	16.51	17.08	17.68	18.30
	C	16.92	17.51	18.12	18.76

SO-MAO-2

From:	\$	17.72	18.34	18.98
To:	A	18.29	18.93	19.59
	B	18.80	19.46	20.14
	C	19.27	19.94	20.64

SO-MAO-3

From:	\$	18.35	19.20	19.87
To:	A	18.94	19.81	20.50
	B	19.47	20.37	21.08
	C	19.96	20.87	21.61

SO-MAO-4

From:	\$	19.47	20.29	21.00
To:	A	20.09	20.94	21.67
	B	20.65	21.52	22.27
	C	21.17	22.06	22.83

SO-MAO-5

From:	\$	20.73	21.58	22.34
To:	A	21.39	22.28	23.05
	B	21.99	22.90	23.70
	C	22.54	23.47	24.29

SO-MAO-6

From:	\$	21.76	22.52	23.31
To:	A	22.46	23.24	24.06
	B	23.09	23.89	24.73
	C	23.66	24.49	25.35

SO-MAO-7

From:	\$	22.59	23.38	24.20
To:	A	23.31	24.13	24.97
	B	23.96	24.80	25.67
	C	24.56	25.42	26.31

SO-MAO-8

From:	\$	23.77	24.60	25.46
To:	A	24.53	25.38	26.27
	B	25.21	26.09	27.01
	C	25.84	26.75	27.68

SO-MAO-9

From:	\$	25.58	26.47	27.40
To:	A	26.40	27.32	28.28
	B	27.14	28.09	29.07
	C	27.82	28.79	29.80

SO-MAO-10

From:	\$	27.88	28.86	29.87
To:	A	28.78	29.78	30.83
	B	29.58	30.62	31.69
	C	30.32	31.38	32.48

SO-MAO-11

From:	\$	30.71	31.78	32.89
To:	A	31.69	32.80	33.95
	B	32.58	33.72	34.90
	C	33.39	34.56	35.77

SO-MAO-12

From:	\$	33.47	34.64	35.85
To:	A	34.54	35.75	37.00
	B	35.51	36.75	38.04
	C	36.39	37.67	38.99

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

****APPENDIX "A-3"**

**SO - SHIPS' OFFICERS GROUP
LAY-DAY OPERATIONAL MANNING SYSTEM
ANNUAL RATES OF PAY**

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

- A) Effective April 1, 2000**
- B) Effective April 1, 2001**
- C) Effective April 1, 2002**

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

From:	\$	34068	35259	36494	37770
To:	A	35158	36387	37662	38979
	B	36142	37406	38717	40070
	C	37046	38341	39685	41072

SO-MAO-1

From:	\$	36610	37890	39217	40590
To:	A	37782	39102	40472	41889
	B	38840	40197	41605	43062
	C	39811	41202	42645	44139

SO-MAO-2

From:	\$	41697	43156	44668
To:	A	43031	44537	46097
	B	44236	45784	47388
	C	45342	46929	48573

SO-MAO-3

From:	\$	43192	45171	46753
To:	A	44574	46616	48249
	B	45822	47921	49600
	C	46968	49119	50840

SO-MAO-4

From:	\$	45805	47738	49407
To:	A	47271	49266	50988
	B	48595	50645	52416
	C	49810	51911	53726

SO-MAO-5

From:	\$	48778	50792	52569
To:	A	50339	52417	54251
	B	51748	53885	55770
	C	53042	55232	57164

SO-MAO-6

From:	\$	51207	53000	54855
To:	A	52846	54696	56610
	B	54326	56227	58195
	C	55684	57633	59650

SO-MAO-7

From:	\$	53154	55017	56943
To:	A	54855	56778	58765
	B	56391	58368	60410
	C	57801	59827	61920

SO-MAO-8

From:	\$	55924	57879	59905
To:	A	57714	59731	61822
	B	59330	61403	63553
	C	60813	62938	65142

SO-MAO-9

From:	\$	60190	62297	64477
To:	A	62116	64291	66540
	B	63855	66091	68403
	C	65451	67743	70113

SO-MAO-10

From:	\$	65613	67909	70286
To:	A	67713	70082	72535
	B	69609	72044	74566
	C	71349	73845	76430

SO-MAO-11

From:	\$	72255	74784	77402
To:	A	74567	77177	79879
	B	76655	79338	82116
	C	78571	81321	84169

SO-MAO-12

From:	\$	78756	81512	84366
To:	A	81276	84120	87066
	B	83552	86475	89504
	C	85641	88637	91742

****APPENDIX "A-3A"**

**SO - SHIPS' OFFICERS GROUP
LAY-DAY OPERATIONAL MANNING SYSTEM
WEEKLY RATES OF PAY**

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

- A) Effective April 1, 2000**
- B) Effective April 1, 2001**
- C) Effective April 1, 2002**

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

From:	\$	652.94	675.77	699.44	723.90
To:	A	673.83	697.39	721.83	747.07
	B	692.69	716.92	742.05	767.98
	C	710.02	734.84	760.60	787.18

SO-MAO-1

From:	\$	701.66	726.20	751.63	777.94
To:	A	724.13	749.43	775.68	802.84
	B	744.40	770.41	797.40	825.32
	C	763.01	789.67	817.33	845.96

SO-MAO-2

From:	\$	799.16	827.12	856.10
To:	A	824.73	853.59	883.49
	B	847.82	877.49	908.23
	C	869.02	899.44	930.95

SO-MAO-3

From:	\$	827.81	865.74	896.06
To:	A	854.30	893.44	924.74
	B	878.22	918.45	950.63
	C	900.18	941.41	974.39

SO-MAO-4

From:	\$	877.89	914.94	946.93
To:	A	905.99	944.23	977.23
	B	931.37	970.66	1004.60
	C	954.65	994.92	1029.71

SO-MAO-5

From:	\$	934.87	973.47	1007.53
To:	A	964.79	1004.62	1039.77
	B	991.80	1032.75	1068.88
	C	1016.60	1058.57	1095.60

SO-MAO-6

From:	\$	981.43	1015.79	1051.35
To:	A	1012.84	1048.30	1084.98
	B	1041.21	1077.64	1115.36
	C	1067.23	1104.59	1143.25

SO-MAO-7

From:	\$	1018.74	1054.45	1091.36
To:	A	1051.35	1088.20	1126.28
	B	1080.78	1118.68	1157.81
	C	1107.81	1146.64	1186.75

SO-MAO-8

From:	\$	1071.83	1109.30	1148.13
To:	A	1106.14	1144.80	1184.87
	B	1137.11	1176.84	1218.05
	C	1165.54	1206.26	1248.51

SO-MAO-9

From:	\$	1153.60	1193.98	1235.76
To:	A	1190.51	1232.19	1275.30
	B	1223.84	1266.69	1311.01
	C	1254.43	1298.36	1343.78

SO-MAO-10

From:	\$	1257.53	1301.54	1347.09
To:	A	1297.78	1343.18	1390.20
	B	1334.12	1380.79	1429.12
	C	1367.47	1415.31	1464.85

SO-MAO-11

From:	\$	1384.83	1433.30	1483.48
To:	A	1429.14	1479.17	1530.95
	B	1469.16	1520.58	1573.83
	C	1505.88	1558.59	1613.17

SO-MAO-12

From:	\$	1509.43	1562.25	1616.95
To:	A	1557.73	1612.24	1668.70
	B	1601.35	1657.37	1715.42
	C	1641.39	1698.81	1758.32

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

****APPENDIX "A-3B"**

**SO - SHIPS' OFFICERS GROUP
LAY-DAY OPERATIONAL MANNING SYSTEM
LAY-DAY RATES OF PAY**

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

- A) Effective April 1, 2000**
B) Effective April 1, 2001
C) Effective April 1, 2002

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

From:	\$	93.34	96.60	99.98	103.48
To:	A	96.32	99.69	103.18	106.79
	B	99.02	102.48	106.07	109.78
	C	101.50	105.04	108.73	112.53

SO-MAO-1

From:	\$	100.30	103.81	107.44	111.21
To:	A	103.51	107.13	110.88	114.76
	B	106.41	110.13	113.99	117.98
	C	109.07	112.88	116.84	120.93

SO-MAO-2

From:	\$	114.24	118.24	122.38
To:	A	117.89	122.02	126.29
	B	121.19	125.44	129.83
	C	124.22	128.57	133.08

SO-MAO-3

From:	\$	118.33	123.76	128.09
To:	A	122.12	127.72	132.19
	B	125.54	131.29	135.89
	C	128.68	134.57	139.29

SO-MAO-4

From:	\$	125.49	130.79	135.36
To:	A	129.51	134.98	139.69
	B	133.14	138.75	143.61
	C	136.47	142.22	147.19

SO-MAO-5

From:	\$	133.64	139.16	144.02
To:	A	137.92	143.61	148.63
	B	141.78	147.63	152.79
	C	145.32	151.32	156.61

SO-MAO-6

From:	\$	140.29	145.21	150.29
To:	A	144.78	149.85	155.10
	B	148.84	154.05	159.44
	C	152.56	157.90	163.42

SO-MAO-7

From:	\$	145.63	150.73	156.01
To:	A	150.29	155.56	161.00
	B	154.50	159.91	165.51
	C	158.36	163.91	169.64

SO-MAO-8

From:	\$	153.22	158.57	164.12
To:	A	158.12	163.65	169.38
	B	162.55	168.23	174.12
	C	166.61	172.43	178.47

SO-MAO-9

From:	\$	164.90	170.68	176.65
To:	A	170.18	176.14	182.30
	B	174.95	181.07	187.41
	C	179.32	185.60	192.09

SO-MAO-10

From:	\$	179.76	186.05	192.56
To:	A	185.52	192.01	198.73
	B	190.71	197.38	204.29
	C	195.48	202.32	209.40

SO-MAO-11

From:	\$	197.96	204.89	212.06
To:	A	204.29	211.44	218.85
	B	210.01	217.36	224.98
	C	215.26	222.80	230.60

SO-MAO-12

From:	\$	215.77	223.32	231.14
To:	A	222.67	230.47	238.54
	B	228.91	236.92	245.22
	C	234.63	242.84	251.35

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

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

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

- A) Effective April 1, 2000**
- B) Effective April 1, 2001**
- C) Effective April 1, 2002**

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

From:	\$	35228	36462	37737
To:	A	36355	37629	38945
	B	37373	38683	40035
	C	38307	39650	41036

SO-FLP-2

From:	\$	37807	39130	40499
To:	A	39017	40382	41795
	B	40109	41513	42965
	C	41112	42551	44039

SO-FLP-3

From:	\$	40678	42103	43575
To:	A	41980	43450	44969
	B	43155	44667	46228
	C	44234	45784	47384

SO-FLP-4

From:	\$	43186	44696	46261
To:	A	44568	46126	47741
	B	45816	47418	49078
	C	46961	48603	50305

SO-FLP-5

From:	\$	46239	47855	49531
To:	A	47719	49386	51116
	B	49055	50769	52547
	C	50281	52038	53861

SO-FLP-6

From:	\$	49180	50902	52684
To:	A	50754	52531	54370
	B	52175	54002	55892
	C	53479	55352	57289

SO-FLP-7

From:	\$	52116	53941	55828
To:	A	53784	55667	57614
	B	55290	57226	59227
	C	56672	58657	60708

****APPENDIX "B-1"****SO - SHIPS' OFFICERS GROUP
WEEKLY RATES OF PAY**

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

- A) **Effective April 1, 2000**
- B) **Effective April 1, 2001**
- C) **Effective April 1, 2002**

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

From:	\$	675.18	698.83	723.26
To:	A	696.78	721.19	746.42
	B	716.29	741.39	767.31
	C	734.19	759.93	786.49

SO-FLP-2

From:	\$	724.61	749.96	776.20
To:	A	747.80	773.96	801.04
	B	768.73	795.63	823.46
	C	787.95	815.53	844.05

SO-FLP-3

From:	\$	779.63	806.94	835.15
To:	A	804.58	832.76	861.87
	B	827.10	856.08	886.00
	C	847.78	877.49	908.16

SO-FLP-4

From:	\$	827.70	856.64	886.63
To:	A	854.19	884.05	915.00
	B	878.10	908.81	940.62
	C	900.05	931.52	964.14

SO-FLP-5

From:	\$	886.21	917.18	949.31
To:	A	914.58	946.53	979.68
	B	940.18	973.03	1007.11
	C	963.68	997.36	1032.29

SO-FLP-6

From:	\$	942.58	975.58	1009.74
To:	A	972.75	1006.80	1042.05
	B	999.98	1035.00	1071.22
	C	1024.97	1060.87	1098.00

SO-FLP-7

From:	\$	998.85	1033.83	1069.99
To:	A	1030.82	1066.91	1104.22
	B	1059.68	1096.79	1135.14
	C	1086.17	1124.21	1163.52

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

****APPENDIX "B-2"****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, 2000**
- B) Effective April 1, 2001**
- C) Effective April 1, 2002**

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

From:	\$	16.88	17.47	18.08
To:	A	17.42	18.03	18.66
	B	17.91	18.53	19.18
	C	18.35	19.00	19.66

SO-FLP-2

From:	\$	18.12	18.75	19.41
To:	A	18.70	19.35	20.03
	B	19.22	19.89	20.59
	C	19.70	20.39	21.10

SO-FLP-3

From:	\$	19.49	20.17	20.88
To:	A	20.11	20.82	21.55
	B	20.68	21.40	22.15
	C	21.19	21.94	22.70

SO-FLP-4

From:	\$	20.69	21.42	22.17
To:	A	21.35	22.10	22.88
	B	21.95	22.72	23.52
	C	22.50	23.29	24.10

SO-FLP-5

From:	\$	22.16	22.93	23.73
To:	A	22.86	23.66	24.49
	B	23.50	24.33	25.18
	C	24.09	24.93	25.81

SO-FLP-6

From:	\$	23.56	24.39	25.24
To:	A	24.32	25.17	26.05
	B	25.00	25.88	26.78
	C	25.62	26.52	27.45

SO-FLP-7

From:	\$	24.97	25.85	26.75
To:	A	25.77	26.67	27.61
	B	26.49	27.42	28.38
	C	27.15	28.11	29.09

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

****APPENDIX "B-3"**

**SO - SHIPS' OFFICERS GROUP
LAY-DAY OPERATIONAL MANNING SYSTEM
ANNUAL RATES OF PAY**

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

- A) Effective April 1, 2000**
B) Effective April 1, 2001
C) Effective April 1, 2002

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

From:	\$	39720	41111	42548
To:	A	40991	42427	43910
	B	42139	43615	45139
	C	43192	44705	46267

FLP-2

From:	\$	42628	44119	45663
To:	A	43992	45531	47124
	B	45224	46806	48443
	C	46355	47976	49654

FLP-3

From:	\$	45864	47470	49131
To:	A	47332	48989	50703
	B	48657	50361	52123
	C	49873	51620	53426

FLP-4

From:	\$	48692	50395	52160
To:	A	50250	52008	53829
	B	51657	53464	55336
	C	52948	54801	56719

FLP-5

From:	\$	52134	53957	55846
To:	A	53802	55684	57633
	B	55308	57243	59247
	C	56691	58674	60728

FLP-6

From:	\$	55451	57392	59401
To:	A	57225	59229	61302
	B	58827	60887	63018
	C	60298	62409	64593

FLP-7

From:	\$	58761	60818	62945
To:	A	60641	62764	64959
	B	62339	64521	66778
	C	63897	66134	68447

****APPENDIX "B-3A"**

**SO - SHIPS' OFFICERS GROUP
LAY-DAY OPERATIONAL MANNING SYSTEM
WEEKLY RATES OF PAY**

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

- A) Effective April 1, 2000**
- B) Effective April 1, 2001**
- C) Effective April 1, 2002**

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

From:	\$	761.27	787.93	815.47
To:	A	785.63	813.15	841.57
	B	807.63	835.92	865.13
	C	827.81	856.81	886.75

FLP-2

From:	\$	817.00	845.58	875.17
To:	A	843.15	872.64	903.17
	B	866.76	897.08	928.45
	C	888.44	919.50	951.66

FLP-3

From:	\$	879.02	909.81	941.64
To:	A	907.16	938.92	971.77
	B	932.56	965.21	998.98
	C	955.86	989.34	1023.96

FLP-4

From:	\$	933.23	965.87	999.69
To:	A	963.09	996.78	1031.68
	B	990.05	1024.69	1060.56
	C	1014.80	1050.31	1087.07

FLP-5

From:	\$	999.20	1034.13	1070.34
To:	A	1031.16	1067.23	1104.59
	B	1060.03	1097.11	1135.52
	C	1086.53	1124.54	1163.91

FLP-6

From:	\$	1062.77	1099.97	1138.47
To:	A	1096.77	1135.18	1174.91
	B	1127.47	1166.95	1207.80
	C	1155.67	1196.12	1237.98

FLP-7

From:	\$	1126.21	1165.63	1206.40
To:	A	1162.24	1202.93	1245.00
	B	1194.78	1236.60	1279.86
	C	1224.64	1267.52	1311.85

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

****APPENDIX "B-3B"**

**SO - SHIPS' OFFICERS GROUP
LAY-DAY OPERATIONAL MANNING SYSTEM
LAY-DAY RATES OF PAY**

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

- A) Effective April 1, 2000**
- B) Effective April 1, 2001**
- C) Effective April 1, 2002**

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

From:	\$	108.82	112.63	116.57
To:	A	112.30	116.24	120.30
	B	115.45	119.49	123.67
	C	118.33	122.48	126.76

FLP-2

From:	\$	116.79	120.87	125.10
To:	A	120.53	124.74	129.11
	B	123.90	128.24	132.72
	C	127.00	131.44	136.04

FLP-3

From:	\$	125.65	130.05	134.61
To:	A	129.68	134.22	138.91
	B	133.31	137.98	142.80
	C	136.64	141.42	146.37

FLP-4

From:	\$	133.40	138.07	142.90
To:	A	137.67	142.49	147.48
	B	141.53	146.48	151.61
	C	145.06	150.14	155.39

FLP-5

From:	\$	142.83	147.83	153.00
To:	A	147.40	152.56	157.90
	B	151.53	156.83	162.32
	C	155.32	160.75	166.38

FLP-6

From:	\$	151.92	157.24	162.74
To:	A	156.78	162.27	167.95
	B	161.17	166.81	172.65
	C	165.20	170.98	176.97

FLP-7

From:	\$	160.99	166.62	172.45
To:	A	166.14	171.96	177.97
	B	170.79	176.77	182.95
	C	175.06	181.19	187.53

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

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

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

- A) Effective April 1, 2000**
- B) Effective April 1, 2001**
- C) Effective April 1, 2002**

RADIO SUB-GROUP**RAD-1**

From:	\$	37474	38786	40142
To:	A	38673	40027	41427
	B	39756	41148	42587
	C	40750	42177	43652

RAD-2

From:	\$	39607	40994	42429
To:	A	40874	42306	43787
	B	42018	43491	45013
	C	43068	44578	46138

RAD-3

From:	\$	41542	42995	44501
To:	A	42871	44371	45925
	B	44071	45613	47211
	C	45173	46753	48391

****APPENDIX "C-1"****SO - SHIPS' OFFICERS GROUP
WEEKLY RATES OF PAY**

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

- A) Effective April 1, 2000**
- B) Effective April 1, 2001**
- C) Effective April 1, 2002**

RADIO SUB-GROUP**RAD-1**

From:	\$	718.22	743.37	769.36
To:	A	741.20	767.15	793.99
	B	761.96	788.64	816.22
	C	781.01	808.36	836.63

RAD-2

From:	\$	759.10	785.69	813.19
To:	A	783.39	810.83	839.22
	B	805.31	833.54	862.71
	C	825.44	854.38	884.28

RAD-3

From:	\$	796.19	824.04	852.90
To:	A	821.66	850.41	880.19
	B	844.66	874.21	904.84
	C	865.78	896.06	927.46

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

****APPENDIX "C-2"****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, 2000**
- B) Effective April 1, 2001**
- C) Effective April 1, 2002**

RADIO SUB-GROUP**RAD-1**

From:	\$	17.96	18.58	19.23
To:	A	18.53	19.18	19.85
	B	19.05	19.72	20.41
	C	19.53	20.21	20.92

RAD-2

From:	\$	18.98	19.64	20.33
To:	A	19.58	20.27	20.98
	B	20.13	20.84	21.57
	C	20.64	21.36	22.11

RAD-3

From:	\$	19.90	20.60	21.32
To:	A	20.54	21.26	22.00
	B	21.12	21.86	22.62
	C	21.64	22.40	23.19

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

****APPENDIX "C-3"**

**SO - SHIPS' OFFICERS GROUP
LAY-DAY OPERATIONAL MANNING SYSTEM
ANNUAL RATES OF PAY**

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

- A) Effective April 1, 2000**
- B) Effective April 1, 2001**
- C) Effective April 1, 2002**

RADIO SUB-GROUP**RAD-1**

From:	\$	42251	43731	45259
To:	A	43603	45130	46707
	B	44824	46394	48015
	C	45945	47554	49215

RAD-2

From:	\$	44657	46220	47838
To:	A	46086	47699	49369
	B	47376	49035	50751
	C	48560	50261	52020

RAD-3

From:	\$	46838	48477	50175
To:	A	48337	50028	51781
	B	49690	51429	53231
	C	50932	52715	54562

****APPENDIX "C-3A"**

**SO - SHIPS' OFFICERS GROUP
LAY-DAY OPERATIONAL MANNING SYSTEM
WEEKLY RATES OF PAY**

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

- A) Effective April 1, 2000**
- B) Effective April 1, 2001**
- C) Effective April 1, 2002**

RADIO SUB-GROUP**RAD-1**

From:	\$	809.78	838.14	867.43
To:	A	835.69	864.96	895.18
	B	859.09	889.18	920.25
	C	880.58	911.42	943.25

RAD-2

From:	\$	855.89	885.85	916.86
To:	A	883.28	914.19	946.20
	B	908.00	939.80	972.69
	C	930.70	963.30	997.01

RAD-3

From:	\$	897.69	929.11	961.65
To:	A	926.42	958.83	992.43
	B	952.35	985.68	1020.22
	C	976.16	1010.33	1045.73

The weekly lay-day rates of pay shown above have been determined from the annual lay-day rates of pay and are subject to rounding in the payroll process.

****APPENDIX "C-3B"**

**SO - SHIPS' OFFICERS GROUP
LAY-DAY OPERATIONAL MANNING SYSTEM
LAY-DAY RATES OF PAY**

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

- A) Effective April 1, 2000**
- B) Effective April 1, 2001**
- C) Effective April 1, 2002**

RADIO SUB-GROUP**RAD-1**

From:	\$	115.76	119.81	124.00
To:	A	119.46	123.64	127.96
	B	122.81	127.11	131.55
	C	125.88	130.28	134.84

RAD-2

From:	\$	122.35	126.63	131.06
To:	A	126.26	130.68	135.26
	B	129.80	134.34	139.04
	C	133.04	137.70	142.52

RAD-3

From:	\$	128.32	132.81	137.47
To:	A	132.43	137.06	141.87
	B	136.14	140.90	145.84
	C	139.54	144.42	149.48

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

****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, 2000**
- B) Effective April 1, 2001**
- C) Effective April 1, 2002**

INSTRUCTION SUB-GROUP

SO-INS-1

Annual

From:	\$	55487	57707	60014	62414	64911
To:	A	57263	59554	61934	64411	66988
	B	58866	61222	63668	66215	68864
	C	60338	62753	65260	67870	70586

Weekly

From:	\$	1063.46	1106.01	1150.22	1196.22	1244.08
To:	A	1097.50	1141.41	1187.02	1234.49	1283.89
	B	1128.22	1173.37	1220.25	1269.07	1319.84
	C	1156.43	1202.72	1250.77	1300.79	1352.84

Hourly

From:	\$	26.59	27.65	28.76	29.91	31.10
To:	A	27.44	28.54	29.68	30.86	32.10
	B	28.21	29.33	30.51	31.73	33.00
	C	28.91	30.07	31.27	32.52	33.82

SO-INS-2

Annual

From:	\$	60036	62436	64934	67532	70233
To:	A	61957	64434	67012	69693	72480
	B	63692	66238	68888	71644	74509
	C	65284	67894	70610	73435	76372

Weekly

From:	\$	1150.64	1196.64	1244.52	1294.31	1346.08
To:	A	1187.46	1234.94	1284.35	1335.73	1389.14
	B	1220.71	1269.51	1320.30	1373.12	1428.03
	C	1251.23	1301.25	1353.30	1407.45	1463.74

Hourly

From:	\$	28.77	29.92	31.11	32.36	33.65
To:	A	29.69	30.87	32.11	33.39	34.73
	B	30.52	31.74	33.01	34.33	35.70
	C	31.28	32.53	33.83	35.19	36.59

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**

**

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

Monthly Allowance

	April 1, 2000	April 1, 2001	April 1, 2002
	\$	\$	\$
1st period (August 1st to June 30th)	297	305	313
2nd period (July 1st to June 30th)	351	361	370
3rd period (July 1st to June 30th)	405	416	426
4th period (July 1st to June 30th)	459	472	484

**

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.

Monthly Sea Training Allowance

	April 1, 2000	April 1, 2001	April 1, 2002
	\$	\$	\$
1st Sea Training Period	891	916	939
2nd Sea Training Period	1267	1302	1335

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

An officer who completes the required training and becomes a Certified Rescue Specialist shall receive an monthly allowance of one hundred and six dollars (\$106) 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.

Effective April 1, 2002, the allowance is increased to one hundred and nine dollars (\$109).

Fisheries Enforcement Allowance

An officer who completes the required training in Fisheries Enforcement shall receive a monthly allowance of two hundred and sixty-five dollars (\$265) 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.

Effective April 1, 2002, the allowance is increased to two hundred and seventy-two dollars (\$272).

Armed Boarding Allowance

An officer, once qualified, shall be paid a monthly allowance of one hundred and fifty-nine dollars (\$159) 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.

Effective April 1, 2002, the allowance is increased to one hundred and sixty-three dollars (\$163).

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 seven hundred forty-three dollars (\$743) per year. This Allowance shall be paid on the same basis as that for the officer's regular pay.

Effective April 1, 2002, the allowance is increased to seven hundred and sixty-two dollars (\$762).

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, shall be paid an extra responsibility allowance based on the sub-group and level prescribed in his/her certificate of appointment, as follows:

SUB-GROUP AND LEVEL	April 1, 2000 \$	April 1, 2001 \$	April 1, 2002 \$
SO-MAO-12	13,900	14,289	14,646
SO-MAO-11	12,751	13,108	13,436
SO-MAO-10	11,580	11,904	12,202
SO-MAO-9	10,622	10,920	11,193
SO-MAO-8	9,870	10,146	10,400
SO-MAO-7	9,381	9,644	9,885
SO-MAO-6	9,037	9,290	9,522
SO-MAO-5	8,662	8,905	9,128

**

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 duty 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. 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).

****APPENDIX "H-1"**

**MEMORANDUM OF UNDERSTANDING
SHIPS' OFFICERS GROUP
RE: LAY DAY WORK SYSTEM ISSUES**

This Memorandum is to give effect to the understanding reached in negotiations by the Employer and the Canadian Merchant Service Guild for the renewal of the collective agreement.

The parties agree to meet to discuss the problems that have been identified during negotiations with respect to reviewing the lay-day system. The discussions will involve but not be limited to exploring current provisions including the two decimal one (2.1) vacation factor.

Accordingly, within ninety (90) days of the signing date of the collective agreement, the parties will meet to commence discussions concerning the issues arising out of the application of Appendix H, Lay-Day Operational Crewing System.

SIGNED AT OTTAWA, this 28th day of the month of February, 2002.

APPENDIX "I"

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

Article 20 - Vacation Leave With Pay

**

Vacation leave with pay shall be granted on an hourly basis, with the hours debited for each day of vacation leave being equal to eight decimal four (8.4) hours per day.

APPENDIX "J"

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

Article 20 – Vacation Leave With Pay

**

Vacation leave with pay shall be granted on an hourly basis, with the hours debited for each day of vacation leave being equal to nine decimal three (9.3) hours per day.

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**Asterisks denote changes from the previous Collective Agreement.

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 Public Service Staff Relations Board on December 10, 1968, amended on the 31st 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;

(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 of the opposite sex, publicly represented that person to be his/her

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

- (e) **“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) **“hourly rate of pay”** means an officer’s weekly rate of pay divided by forty (40);
- (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) **“weekly rate of pay”** means an officer’s annual rate of pay divided by 52.176;
- (t) 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 Staff Relations Act*, have the same meaning as given to them in the *Public Service Staff Relations Act*,
and
- (b) if defined in the *Interpretation Act*, but not defined in the *Public Service Staff 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 Staff 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 Staff 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 Public Service Staff Relations Board on the thirty-first (31st) 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 (1st) 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 organisation and that the officer will make contributions to a charitable organisation 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 Staff 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 semi-annually (April 1st and October 1st) with the name, classification of each officer and home port or the geographic location to which an officer is normally assigned.

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 STAFF RELATIONS ACT*

17.01 Public Service Staff Relations Board Hearings

(a) Complaints Made to the Public Service Staff Relations Board Pursuant to Section 20 of the *Public Service Staff Relations Act*

Where operational requirements permit, the Employer will grant leave with pay:

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

(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 Conciliation Board 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 negotiations 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 7.0 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 91 of the *Public Service Staff 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 (25th) 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 (10th) 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 (15th) 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 pursuant to paragraph 11(2)(f) or (g) 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) day 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,

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 Staff 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 daily 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 clause 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.

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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 1st to March 31st inclusive of the following calendar year.

20.02 Accumulation of Vacation Leave Credits

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) ten (10) hours per month until the month in which the anniversary of his eighth (8th) year of continuous employment occurs;

or
- (b) thirteen decimal three-three (13.33) hours per month commencing with the month in which his eighth (8th) anniversary of continuous employment occurs;

or
- (c) sixteen decimal six-seven (16.67) hours per month commencing with the month in which his nineteenth (19th) anniversary of continuous employment occurs;

or
- (d) twenty (20) hours per month commencing with the month in which the officer's thirtieth (30th) anniversary of continuous employment occurs.

20.03 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.

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.

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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.
- (c) The rate of pay specified above shall be the lay-day rate of pay specified in Appendix A-3B for officers working under Appendix H, and the hourly rate of pay specified in Appendix A-2 for officers working under Appendix I, J, K or L.
- (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.

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 (1st) 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 Staff 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 clause 22.05(a), if the period of leave with pay requested does not exceed forty (40) hours, but no officer shall be granted more than eighty (80) hours' sick leave with pay in a fiscal year solely on the basis of statement signed by the officer.

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 clause 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 clause 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.

- (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 four (4) consecutive calendar days, including the day of the funeral. 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.
- (b) In special circumstances and at the request of the officer, bereavement leave may be extended beyond the day of the funeral but the total number of days granted must be consecutive and not greater in number than those provided for in clause 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 clause 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 paragraph (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 Staff 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 Officers 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 sub-clause 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 seventeen (17) 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 seventeen (17) 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 seventeen (17) 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 pregnancy benefits pursuant to Section 22 of the *Employment Insurance Act* 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:

(allowance received)	X	(remaining period to be worked following her return to work)
		[total period to be worked as specified in (B)]

worked as specified in (B)]

however, an officer whose specified period of employment expired and who is rehired by the same department within a period of five (5) 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 pregnancy 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 pregnancy benefit pursuant to Section 22 of the *Employment Insurance Act*, the difference between the gross weekly amount of the Employment Insurance pregnancy benefit she is eligible to receive and ninety-three per cent (93%) of her weekly rate of pay less any other monies earned during this period which may result in a decrease in Employment Insurance benefits 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 pregnancy 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*.
- (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,
 - (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 pregnancy 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*.

- (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 pregnancy benefits pursuant to Section 22 of the *Employment Insurance Act* had she not been disqualified from Employment Insurance pregnancy benefits for the reasons described in subparagraph (a)(i).

23.11.1 Transitional Provisions

If, on the date of signature of the Memorandum of Agreement modifying the provisions of this Article, an officer is currently on maternity leave without pay or has requested a period of maternity leave but has not commenced the leave, she shall upon request be entitled to the provisions of this Article. Any application must be received before the termination date of the leave period originally requested.

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):
 - (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 fifty-two (52) weeks after the day on which the child comes into the officer's care.
- (d) An officer who intends to request parental leave without pay shall notify the Employer at least four (4) weeks in advance of the expected date of the birth of the officer's child (including the child of a common-law spouse), or the date the child is expected to come into the officer's care pursuant to paragraphs (a) and (b).
- (e) 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.

- (f) Parental leave without pay taken by a couple employed in the Public Service shall not exceed a total of thirty-seven (37) weeks for both individuals combined. For the purpose of this paragraph, Public Service means any portion of the Public Service of Canada specified in Part I of Schedule I of the *Public Service Staff Relations Act*.
- (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 benefits pursuant to Section 23 of the *Employment Insurance Act* 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:

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

however, an officer whose specified period of employment expired and who is rehired by the same department within a period of five (5) 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 in respect of which the officer receives parental benefits pursuant to Section 23 of the *Employment Insurance Act*, the difference between the gross weekly amount of the Employment Insurance parental benefits he or she is eligible to receive and ninety-three per cent (93%) of his or her weekly rate of pay less any other monies earned during this period which may

result in a decrease in Employment Insurance benefits to which he or 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 23.13(c)(i) will be estimated and advanced to the officer. Adjustments will be made once the officer provides proof of receipt of EI 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*.
- (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;
 - (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.

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 parental 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*.

- (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 benefits pursuant to Section 23 of the *Employment Insurance Act*, had the officer not been disqualified from Employment Insurance parental benefits for the reasons described in subparagraph (a)(i).

23.14.1 Transitional Provisions

If, on the date of signature of the Memorandum of Agreement modifying the provisions of this Article, an officer is currently on parental leave without pay or has requested a period of such leave without pay but has not commenced the leave, he or she shall upon request be entitled to the provisions of this Article. Any application must be received before the termination date of the leave period originally requested.

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 sub-clause (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.

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 Clause 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;

**

- (b) when the vessel is in home port, eight dollars and fifty cents (\$8.50) per day in lieu of meals and quarters for a regular working day of less than twelve (12) hours and eleven dollars and fifty cents (\$11.50) per day in lieu of meals and quarters for a regular working day of twelve (12) hours or more.

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, eight dollars and fifty cents (\$8.50) per day in lieu of meals and quarters for a regular working day of less than twelve (12) hours and eleven dollars and fifty cents (\$11.50) per day in lieu of meals and quarters for a regular working day of twelve (12) hours or more;
- (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 clauses 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 clause 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

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), 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 (1st) lay-off two (2) weeks’ pay for the first (1st) year of continuous employment and one (1) week’s pay for each succeeding completed year of continuous employment.
- (b) On second or subsequent lay-offs one (1) week’s pay for each completed year of continuous employment 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 clause 29.03(a), an officer who resigns to accept an appointment with an organization listed in Part II of Schedule I of the *Public Service Staff Relations Act* may choose not to be paid severance

pay provided that the appointing organization will accept the officer's Part I 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 365 (three-hundred-sixty-five), 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 365 (three hundred-sixty-five), 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 11(2)(g) 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 Under no circumstances shall the maximum severance pay provided under this Article be pyramided.

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 (1st) 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 (2nd) and each subsequent day of rest. Second (2nd) or subsequent day of rest means the second (2nd) 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 nine dollars and fifty cents (\$9.50) except where a free meal is provided.

Effective April 1, 2002, this allowance will be increased to ten dollars (\$10.00).

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 nine dollars and fifty cents (\$9.50) for each four (4) hour period of overtime worked thereafter, except where a free meal is provided.

Effective April 1, 2002, this allowance will be increased to ten dollars (\$10.00).

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 nine dollars and fifty

cents (\$9.50) after having worked three (3) consecutive hours of overtime beyond the prior scheduled overtime period and nine dollars and fifty cents (\$9.50) for each four (4) hour period of overtime worked thereafter, except where a free meal is provided.

Effective April 1, 2002, this allowance will be increased to ten dollars (\$10.00).

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 clause 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" of this Collective Agreement shall become effective on the date specified therein.

- (b) Where the rates of pay set forth in Appendix “A”, “B”, “C” or “D” of this Collective Agreement have an effective date prior to the date of signing the following shall apply:
- (i) “retroactive period” for the purpose of clauses (ii) to (v) means the period commencing on the effective date of the retroactive upward revision in rates of pay and ending on the day this 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) rates of pay shall be paid in an amount equal to what would have been paid had this Collective Agreement been signed or an arbitral award rendered therefor on the effective date of the revision in rates of pay;
 - (iv) 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;
 - (v) no payment or notification shall be made pursuant to clause 35.03(b) for one dollar (\$1.00) or less.

**

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 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 (1) hours pay the officer's straight-time rate for each hour worked.

An officer is entitled to the above compensation on a prorata basis for each completed fifteen (15) minute period 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 Staff Relations Act* (PSSRA) and any legislation by Parliament that has been or may be, as the case may be, established pursuant to any Act specified in Schedule III of the PSSRA.

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 Staff 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

**

43.01 The term of this Agreement shall be from April 1, 2000 to March 31, 2003.

43.02 Unless otherwise expressly stipulated, the Agreement shall become effective on the date it is signed.

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 clause 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.

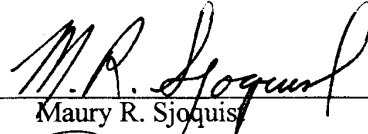
44.03 After seven (7) days at sea, away from the Officer's home port, and each subsequent seven (7) days away from home port, the Officer shall be provided access, off watch and subject to operational availability, to the vessel's telephone equipment to place a call to his/her home. The Officer will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

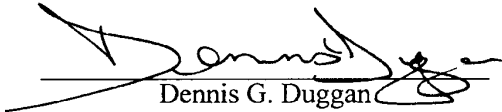
SIGNED AT OTTAWA, this 28th day of the month of February, 2002.

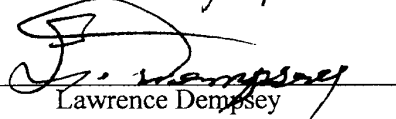
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CANADA

THE CANADIAN MERCHANT
SERVICE GUILD

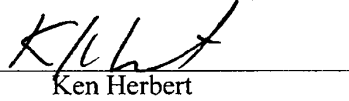

Hélène Laurendeau

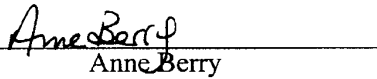

Maury R. Sjoquist


Dennis G. Duggan


Lawrence Dempsey


Marc Thibodeau

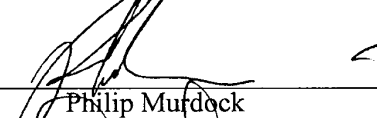

Ken Herbert

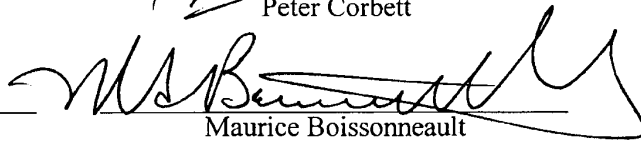

Anne Berry


Bruce Carter



John A. Falardeau


Peter Corbett


Philip Murdock

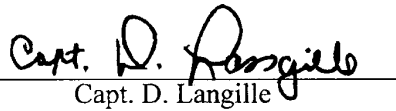

Maurice Boissonneault


Claude Langis

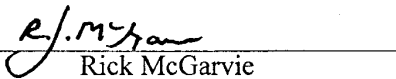

Duncan Moffat


Maureen Harris

Michel Morin


Capt. D. Langille

Paul Turner


Rick McGarvie

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

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

- A) Effective April 1, 2000**
- B) Effective April 1, 2001**
- C) Effective April 1, 2002**

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

From:	\$	30215	31272	32367	33499
To:	A	31182	32273	33403	34571
	B	32055	33177	34338	35539
	C	32856	34006	35196	36427

SO-MAO-1

From:	\$	32470	33606	34782	36000
To:	A	33509	34681	35895	37152
	B	34447	35652	36900	38192
	C	35308	36543	37823	39147

SO-MAO-2

From:	\$	36981	38276	39617
To:	A	38164	39501	40885
	B	39233	40607	42030
	C	40214	41622	43081

SO-MAO-3

From:	\$	38307	40063	41466
To:	A	39533	41345	42793
	B	40640	42503	43991
	C	41656	43566	45091

SO-MAO-4

From:	\$	40626	42339	43820
To:	A	41926	43694	45222
	B	43100	44917	46488
	C	44178	46040	47650

SO-MAO-5

From:	\$	43263	45047	46624
To:	A	44647	46489	48116
	B	45897	47791	49463
	C	47044	48986	50700

SO-MAO-6

From:	\$	45417	47007	48651
To:	A	46870	48511	50208
	B	48182	49869	51614
	C	49387	51116	52904

SO-MAO-7

From:	\$	47143	48795	50503
To:	A	48652	50356	52119
	B	50014	51766	53578
	C	51264	53060	54917

SO-MAO-8

From:	\$	49600	51335	53131
To:	A	51187	52978	54831
	B	52620	54461	56366
	C	53936	55823	57775

SO-MAO-9

From:	\$	53385	55251	57185
To:	A	55093	57019	59015
	B	56636	58616	60667
	C	58052	60081	62184

SO-MAO-10

From:	\$	58193	60229	62338
To:	A	60055	62156	64333
	B	61737	63896	66134
	C	63280	65493	67787

SO-MAO-11

From:	\$	64084	66328	68649
To:	A	66135	68450	70846
	B	67987	70367	72830
	C	69687	72126	74651

SO-MAO-12

From:	\$	69851	72296	74826
To:	A	72086	74609	77220
	B	74104	76698	79382
	C	75957	78615	81367

****APPENDIX "A-1"****SO - SHIPS' OFFICERS GROUP
WEEKLY RATES OF PAY**

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

- A) Effective April 1, 2000**
- B) Effective April 1, 2001**
- C) Effective April 1, 2002**

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

From:	\$	579.10	599.36	620.34	642.04
To:	A	597.63	618.54	640.20	662.58
	B	614.36	635.87	658.12	681.14
	C	629.71	651.76	674.56	698.16

SO-MAO-1

From:	\$	622.32	644.09	666.63	689.97
To:	A	642.23	664.69	687.96	712.05
	B	660.21	683.30	707.22	731.98
	C	676.71	700.38	724.91	750.29

SO-MAO-2

From:	\$	708.77	733.59	759.30
To:	A	731.45	757.07	783.60
	B	751.94	778.27	805.54
	C	770.74	797.72	825.69

SO-MAO-3

From:	\$	734.19	767.84	794.73
To:	A	757.69	792.41	820.17
	B	778.90	814.61	843.13
	C	798.37	834.98	864.21

SO-MAO-4

From:	\$	778.63	811.47	839.85
To:	A	803.55	837.43	866.72
	B	826.05	860.87	890.98
	C	846.71	882.40	913.26

SO-MAO-5

From:	\$	829.17	863.37	893.59
To:	A	855.70	891.00	922.19
	B	879.66	915.96	948.00
	C	901.64	938.86	971.71

SO-MAO-6

From:	\$	870.46	900.93	932.44
To:	A	898.31	929.76	962.28
	B	923.45	955.78	989.23
	C	946.55	979.68	1013.95

SO-MAO-7

From:	\$	903.54	935.20	967.94
To:	A	932.46	965.12	998.91
	B	958.56	992.14	1026.87
	C	982.52	1016.94	1052.53

SO-MAO-8

From:	\$	950.63	983.88	1018.30
To:	A	981.04	1015.37	1050.89
	B	1008.51	1043.79	1080.31
	C	1033.73	1069.90	1107.31

SO-MAO-9

From:	\$	1023.17	1058.94	1096.00
To:	A	1055.91	1092.82	1131.08
	B	1085.48	1123.43	1162.74
	C	1112.62	1151.51	1191.81

SO-MAO-10

From:	\$	1115.32	1154.34	1194.76
To:	A	1151.01	1191.28	1233.00
	B	1183.25	1224.62	1267.52
	C	1212.82	1255.23	1299.20

SO-MAO-11

From:	\$	1228.23	1271.24	1315.72
To:	A	1267.54	1311.91	1357.83
	B	1303.03	1348.65	1395.85
	C	1335.61	1382.36	1430.75

SO-MAO-12

From:	\$	1338.76	1385.62	1434.11
To:	A	1381.59	1429.95	1479.99
	B	1420.27	1469.99	1521.43
	C	1455.78	1506.73	1559.47

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

****APPENDIX "A-2"****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, 2000**
- B) Effective April 1, 2001**
- C) Effective April 1, 2002**

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

From:	\$	14.48	14.98	15.51	16.05
To:	A	14.94	15.46	16.01	16.56
	B	15.36	15.90	16.45	17.03
	C	15.74	16.29	16.86	17.45

SO-MAO-1

From:	\$	15.56	16.10	16.67	17.25
To:	A	16.06	16.62	17.20	17.80
	B	16.51	17.08	17.68	18.30
	C	16.92	17.51	18.12	18.76

SO-MAO-2

From:	\$	17.72	18.34	18.98
To:	A	18.29	18.93	19.59
	B	18.80	19.46	20.14
	C	19.27	19.94	20.64

SO-MAO-3

From:	\$	18.35	19.20	19.87
To:	A	18.94	19.81	20.50
	B	19.47	20.37	21.08
	C	19.96	20.87	21.61

SO-MAO-4

From:	\$	19.47	20.29	21.00
To:	A	20.09	20.94	21.67
	B	20.65	21.52	22.27
	C	21.17	22.06	22.83

SO-MAO-5

From:	\$	20.73	21.58	22.34
To:	A	21.39	22.28	23.05
	B	21.99	22.90	23.70
	C	22.54	23.47	24.29

SO-MAO-6

From:	\$	21.76	22.52	23.31
To:	A	22.46	23.24	24.06
	B	23.09	23.89	24.73
	C	23.66	24.49	25.35

SO-MAO-7

From:	\$	22.59	23.38	24.20
To:	A	23.31	24.13	24.97
	B	23.96	24.80	25.67
	C	24.56	25.42	26.31

SO-MAO-8

From:	\$	23.77	24.60	25.46
To:	A	24.53	25.38	26.27
	B	25.21	26.09	27.01
	C	25.84	26.75	27.68

SO-MAO-9

From:	\$	25.58	26.47	27.40
To:	A	26.40	27.32	28.28
	B	27.14	28.09	29.07
	C	27.82	28.79	29.80

SO-MAO-10

From:	\$	27.88	28.86	29.87
To:	A	28.78	29.78	30.83
	B	29.58	30.62	31.69
	C	30.32	31.38	32.48

SO-MAO-11

From:	\$	30.71	31.78	32.89
To:	A	31.69	32.80	33.95
	B	32.58	33.72	34.90
	C	33.39	34.56	35.77

SO-MAO-12

From:	\$	33.47	34.64	35.85
To:	A	34.54	35.75	37.00
	B	35.51	36.75	38.04
	C	36.39	37.67	38.99

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

****APPENDIX "A-3"**

**SO - SHIPS' OFFICERS GROUP
LAY-DAY OPERATIONAL MANNING SYSTEM
ANNUAL RATES OF PAY**

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

- A) Effective April 1, 2000**
- B) Effective April 1, 2001**
- C) Effective April 1, 2002**

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

From:	\$	34068	35259	36494	37770
To:	A	35158	36387	37662	38979
	B	36142	37406	38717	40070
	C	37046	38341	39685	41072

SO-MAO-1

From:	\$	36610	37890	39217	40590
To:	A	37782	39102	40472	41889
	B	38840	40197	41605	43062
	C	39811	41202	42645	44139

SO-MAO-2

From:	\$	41697	43156	44668
To:	A	43031	44537	46097
	B	44236	45784	47388
	C	45342	46929	48573

SO-MAO-3

From:	\$	43192	45171	46753
To:	A	44574	46616	48249
	B	45822	47921	49600
	C	46968	49119	50840

SO-MAO-4

From:	\$	45805	47738	49407
To:	A	47271	49266	50988
	B	48595	50645	52416
	C	49810	51911	53726

SO-MAO-5

From:	\$	48778	50792	52569
To:	A	50339	52417	54251
	B	51748	53885	55770
	C	53042	55232	57164

SO-MAO-6

From:	\$	51207	53000	54855
To:	A	52846	54696	56610
	B	54326	56227	58195
	C	55684	57633	59650

SO-MAO-7

From:	\$	53154	55017	56943
To:	A	54855	56778	58765
	B	56391	58368	60410
	C	57801	59827	61920

SO-MAO-8

From:	\$	55924	57879	59905
To:	A	57714	59731	61822
	B	59330	61403	63553
	C	60813	62938	65142

SO-MAO-9

From:	\$	60190	62297	64477
To:	A	62116	64291	66540
	B	63855	66091	68403
	C	65451	67743	70113

SO-MAO-10

From:	\$	65613	67909	70286
To:	A	67713	70082	72535
	B	69609	72044	74566
	C	71349	73845	76430

SO-MAO-11

From:	\$	72255	74784	77402
To:	A	74567	77177	79879
	B	76655	79338	82116
	C	78571	81321	84169

SO-MAO-12

From:	\$	78756	81512	84366
To:	A	81276	84120	87066
	B	83552	86475	89504
	C	85641	88637	91742

****APPENDIX "A-3A"**

**SO - SHIPS' OFFICERS GROUP
LAY-DAY OPERATIONAL MANNING SYSTEM
WEEKLY RATES OF PAY**

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

- A) Effective April 1, 2000**
- B) Effective April 1, 2001**
- C) Effective April 1, 2002**

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

From:	\$	652.94	675.77	699.44	723.90
To:	A	673.83	697.39	721.83	747.07
	B	692.69	716.92	742.05	767.98
	C	710.02	734.84	760.60	787.18

SO-MAO-1

From:	\$	701.66	726.20	751.63	777.94
To:	A	724.13	749.43	775.68	802.84
	B	744.40	770.41	797.40	825.32
	C	763.01	789.67	817.33	845.96

SO-MAO-2

From:	\$	799.16	827.12	856.10
To:	A	824.73	853.59	883.49
	B	847.82	877.49	908.23
	C	869.02	899.44	930.95

SO-MAO-3

From:	\$	827.81	865.74	896.06
To:	A	854.30	893.44	924.74
	B	878.22	918.45	950.63
	C	900.18	941.41	974.39

SO-MAO-4

From:	\$	877.89	914.94	946.93
To:	A	905.99	944.23	977.23
	B	931.37	970.66	1004.60
	C	954.65	994.92	1029.71

SO-MAO-5

From:	\$	934.87	973.47	1007.53
To:	A	964.79	1004.62	1039.77
	B	991.80	1032.75	1068.88
	C	1016.60	1058.57	1095.60

SO-MAO-6

From:	\$	981.43	1015.79	1051.35
To:	A	1012.84	1048.30	1084.98
	B	1041.21	1077.64	1115.36
	C	1067.23	1104.59	1143.25

SO-MAO-7

From:	\$	1018.74	1054.45	1091.36
To:	A	1051.35	1088.20	1126.28
	B	1080.78	1118.68	1157.81
	C	1107.81	1146.64	1186.75

SO-MAO-8

From:	\$	1071.83	1109.30	1148.13
To:	A	1106.14	1144.80	1184.87
	B	1137.11	1176.84	1218.05
	C	1165.54	1206.26	1248.51

SO-MAO-9

From:	\$	1153.60	1193.98	1235.76
To:	A	1190.51	1232.19	1275.30
	B	1223.84	1266.69	1311.01
	C	1254.43	1298.36	1343.78

SO-MAO-10

From:	\$	1257.53	1301.54	1347.09
To:	A	1297.78	1343.18	1390.20
	B	1334.12	1380.79	1429.12
	C	1367.47	1415.31	1464.85

SO-MAO-11

From:	\$	1384.83	1433.30	1483.48
To:	A	1429.14	1479.17	1530.95
	B	1469.16	1520.58	1573.83
	C	1505.88	1558.59	1613.17

SO-MAO-12

From:	\$	1509.43	1562.25	1616.95
To:	A	1557.73	1612.24	1668.70
	B	1601.35	1657.37	1715.42
	C	1641.39	1698.81	1758.32

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

****APPENDIX "A-3B"**

**SO - SHIPS' OFFICERS GROUP
LAY-DAY OPERATIONAL MANNING SYSTEM
LAY-DAY RATES OF PAY**

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

- A) Effective April 1, 2000**
B) Effective April 1, 2001
C) Effective April 1, 2002

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

From:	\$	93.34	96.60	99.98	103.48
To:	A	96.32	99.69	103.18	106.79
	B	99.02	102.48	106.07	109.78
	C	101.50	105.04	108.73	112.53

SO-MAO-1

From:	\$	100.30	103.81	107.44	111.21
To:	A	103.51	107.13	110.88	114.76
	B	106.41	110.13	113.99	117.98
	C	109.07	112.88	116.84	120.93

SO-MAO-2

From:	\$	114.24	118.24	122.38
To:	A	117.89	122.02	126.29
	B	121.19	125.44	129.83
	C	124.22	128.57	133.08

SO-MAO-3

From:	\$	118.33	123.76	128.09
To:	A	122.12	127.72	132.19
	B	125.54	131.29	135.89
	C	128.68	134.57	139.29

SO-MAO-4

From:	\$	125.49	130.79	135.36
To:	A	129.51	134.98	139.69
	B	133.14	138.75	143.61
	C	136.47	142.22	147.19

SO-MAO-5

From:	\$	133.64	139.16	144.02
To:	A	137.92	143.61	148.63
	B	141.78	147.63	152.79
	C	145.32	151.32	156.61

SO-MAO-6

From:	\$	140.29	145.21	150.29
To:	A	144.78	149.85	155.10
	B	148.84	154.05	159.44
	C	152.56	157.90	163.42

SO-MAO-7

From:	\$	145.63	150.73	156.01
To:	A	150.29	155.56	161.00
	B	154.50	159.91	165.51
	C	158.36	163.91	169.64

SO-MAO-8

From:	\$	153.22	158.57	164.12
To:	A	158.12	163.65	169.38
	B	162.55	168.23	174.12
	C	166.61	172.43	178.47

SO-MAO-9

From:	\$	164.90	170.68	176.65
To:	A	170.18	176.14	182.30
	B	174.95	181.07	187.41
	C	179.32	185.60	192.09

SO-MAO-10

From:	\$	179.76	186.05	192.56
To:	A	185.52	192.01	198.73
	B	190.71	197.38	204.29
	C	195.48	202.32	209.40

SO-MAO-11

From:	\$	197.96	204.89	212.06
To:	A	204.29	211.44	218.85
	B	210.01	217.36	224.98
	C	215.26	222.80	230.60

SO-MAO-12

From:	\$	215.77	223.32	231.14
To:	A	222.67	230.47	238.54
	B	228.91	236.92	245.22
	C	234.63	242.84	251.35

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

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

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

- A) Effective April 1, 2000**
- B) Effective April 1, 2001**
- C) Effective April 1, 2002**

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

From:	\$	35228	36462	37737
To:	A	36355	37629	38945
	B	37373	38683	40035
	C	38307	39650	41036

SO-FLP-2

From:	\$	37807	39130	40499
To:	A	39017	40382	41795
	B	40109	41513	42965
	C	41112	42551	44039

SO-FLP-3

From:	\$	40678	42103	43575
To:	A	41980	43450	44969
	B	43155	44667	46228
	C	44234	45784	47384

SO-FLP-4

From:	\$	43186	44696	46261
To:	A	44568	46126	47741
	B	45816	47418	49078
	C	46961	48603	50305

SO-FLP-5

From:	\$	46239	47855	49531
To:	A	47719	49386	51116
	B	49055	50769	52547
	C	50281	52038	53861

SO-FLP-6

From:	\$	49180	50902	52684
To:	A	50754	52531	54370
	B	52175	54002	55892
	C	53479	55352	57289

SO-FLP-7

From:	\$	52116	53941	55828
To:	A	53784	55667	57614
	B	55290	57226	59227
	C	56672	58657	60708

****APPENDIX "B-1"****SO - SHIPS' OFFICERS GROUP
WEEKLY RATES OF PAY**

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

- A) Effective April 1, 2000**
- B) Effective April 1, 2001**
- C) Effective April 1, 2002**

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

From:	\$	675.18	698.83	723.26
To:	A	696.78	721.19	746.42
	B	716.29	741.39	767.31
	C	734.19	759.93	786.49

SO-FLP-2

From:	\$	724.61	749.96	776.20
To:	A	747.80	773.96	801.04
	B	768.73	795.63	823.46
	C	787.95	815.53	844.05

SO-FLP-3

From:	\$	779.63	806.94	835.15
To:	A	804.58	832.76	861.87
	B	827.10	856.08	886.00
	C	847.78	877.49	908.16

SO-FLP-4

From:	\$	827.70	856.64	886.63
To:	A	854.19	884.05	915.00
	B	878.10	908.81	940.62
	C	900.05	931.52	964.14

SO-FLP-5

From:	\$	886.21	917.18	949.31
To:	A	914.58	946.53	979.68
	B	940.18	973.03	1007.11
	C	963.68	997.36	1032.29

SO-FLP-6

From:	\$	942.58	975.58	1009.74
To:	A	972.75	1006.80	1042.05
	B	999.98	1035.00	1071.22
	C	1024.97	1060.87	1098.00

SO-FLP-7

From:	\$	998.85	1033.83	1069.99
To:	A	1030.82	1066.91	1104.22
	B	1059.68	1096.79	1135.14
	C	1086.17	1124.21	1163.52

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

****APPENDIX "B-2"****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, 2000**
- B) Effective April 1, 2001**
- C) Effective April 1, 2002**

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

From:	\$	16.88	17.47	18.08
To:	A	17.42	18.03	18.66
	B	17.91	18.53	19.18
	C	18.35	19.00	19.66

SO-FLP-2

From:	\$	18.12	18.75	19.41
To:	A	18.70	19.35	20.03
	B	19.22	19.89	20.59
	C	19.70	20.39	21.10

SO-FLP-3

From:	\$	19.49	20.17	20.88
To:	A	20.11	20.82	21.55
	B	20.68	21.40	22.15
	C	21.19	21.94	22.70

SO-FLP-4

From:	\$	20.69	21.42	22.17
To:	A	21.35	22.10	22.88
	B	21.95	22.72	23.52
	C	22.50	23.29	24.10

SO-FLP-5

From:	\$	22.16	22.93	23.73
To:	A	22.86	23.66	24.49
	B	23.50	24.33	25.18
	C	24.09	24.93	25.81

SO-FLP-6

From:	\$	23.56	24.39	25.24
To:	A	24.32	25.17	26.05
	B	25.00	25.88	26.78
	C	25.62	26.52	27.45

SO-FLP-7

From:	\$	24.97	25.85	26.75
To:	A	25.77	26.67	27.61
	B	26.49	27.42	28.38
	C	27.15	28.11	29.09

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

****APPENDIX "B-3"**

**SO - SHIPS' OFFICERS GROUP
LAY-DAY OPERATIONAL MANNING SYSTEM
ANNUAL RATES OF PAY**

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

- A) Effective April 1, 2000**
- B) Effective April 1, 2001**
- C) Effective April 1, 2002**

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

From:	\$	39720	41111	42548
To:	A	40991	42427	43910
	B	42139	43615	45139
	C	43192	44705	46267

FLP-2

From:	\$	42628	44119	45663
To:	A	43992	45531	47124
	B	45224	46806	48443
	C	46355	47976	49654

FLP-3

From:	\$	45864	47470	49131
To:	A	47332	48989	50703
	B	48657	50361	52123
	C	49873	51620	53426

FLP-4

From:	\$	48692	50395	52160
To:	A	50250	52008	53829
	B	51657	53464	55336
	C	52948	54801	56719

FLP-5

From:	\$	52134	53957	55846
To:	A	53802	55684	57633
	B	55308	57243	59247
	C	56691	58674	60728

FLP-6

From:	\$	55451	57392	59401
To:	A	57225	59229	61302
	B	58827	60887	63018
	C	60298	62409	64593

FLP-7

From:	\$	58761	60818	62945
To:	A	60641	62764	64959
	B	62339	64521	66778
	C	63897	66134	68447

****APPENDIX "B-3A"**

**SO - SHIPS' OFFICERS GROUP
LAY-DAY OPERATIONAL MANNING SYSTEM
WEEKLY RATES OF PAY**

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

- A) Effective April 1, 2000**
- B) Effective April 1, 2001**
- C) Effective April 1, 2002**

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

From:	\$	761.27	787.93	815.47
To:	A	785.63	813.15	841.57
	B	807.63	835.92	865.13
	C	827.81	856.81	886.75

FLP-2

From:	\$	817.00	845.58	875.17
To:	A	843.15	872.64	903.17
	B	866.76	897.08	928.45
	C	888.44	919.50	951.66

FLP-3

From:	\$	879.02	909.81	941.64
To:	A	907.16	938.92	971.77
	B	932.56	965.21	998.98
	C	955.86	989.34	1023.96

FLP-4

From:	\$	933.23	965.87	999.69
To:	A	963.09	996.78	1031.68
	B	990.05	1024.69	1060.56
	C	1014.80	1050.31	1087.07

FLP-5

From:	\$	999.20	1034.13	1070.34
To:	A	1031.16	1067.23	1104.59
	B	1060.03	1097.11	1135.52
	C	1086.53	1124.54	1163.91

FLP-6

From:	\$	1062.77	1099.97	1138.47
To:	A	1096.77	1135.18	1174.91
	B	1127.47	1166.95	1207.80
	C	1155.67	1196.12	1237.98

FLP-7

From:	\$	1126.21	1165.63	1206.40
To:	A	1162.24	1202.93	1245.00
	B	1194.78	1236.60	1279.86
	C	1224.64	1267.52	1311.85

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

****APPENDIX "B-3B"**

**SO - SHIPS' OFFICERS GROUP
LAY-DAY OPERATIONAL MANNING SYSTEM
LAY-DAY RATES OF PAY**

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

- A) Effective April 1, 2000**
- B) Effective April 1, 2001**
- C) Effective April 1, 2002**

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

From:	\$	108.82	112.63	116.57
To:	A	112.30	116.24	120.30
	B	115.45	119.49	123.67
	C	118.33	122.48	126.76

FLP-2

From:	\$	116.79	120.87	125.10
To:	A	120.53	124.74	129.11
	B	123.90	128.24	132.72
	C	127.00	131.44	136.04

FLP-3

From:	\$	125.65	130.05	134.61
To:	A	129.68	134.22	138.91
	B	133.31	137.98	142.80
	C	136.64	141.42	146.37

FLP-4

From:	\$	133.40	138.07	142.90
To:	A	137.67	142.49	147.48
	B	141.53	146.48	151.61
	C	145.06	150.14	155.39

FLP-5

From:	\$	142.83	147.83	153.00
To:	A	147.40	152.56	157.90
	B	151.53	156.83	162.32
	C	155.32	160.75	166.38

FLP-6

From:	\$	151.92	157.24	162.74
To:	A	156.78	162.27	167.95
	B	161.17	166.81	172.65
	C	165.20	170.98	176.97

FLP-7

From:	\$	160.99	166.62	172.45
To:	A	166.14	171.96	177.97
	B	170.79	176.77	182.95
	C	175.06	181.19	187.53

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

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

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

- A) Effective April 1, 2000**
- B) Effective April 1, 2001**
- C) Effective April 1, 2002**

RADIO SUB-GROUP**RAD-1**

From:	\$	37474	38786	40142
To:	A	38673	40027	41427
	B	39756	41148	42587
	C	40750	42177	43652

RAD-2

From:	\$	39607	40994	42429
To:	A	40874	42306	43787
	B	42018	43491	45013
	C	43068	44578	46138

RAD-3

From:	\$	41542	42995	44501
To:	A	42871	44371	45925
	B	44071	45613	47211
	C	45173	46753	48391

****APPENDIX “C-1”**

**SO - SHIPS' OFFICERS GROUP
WEEKLY RATES OF PAY**

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

- A) Effective April 1, 2000**
- B) Effective April 1, 2001**
- C) Effective April 1, 2002**

RADIO SUB-GROUP

RAD-1

From:	\$	718.22	743.37	769.36
To:	A	741.20	767.15	793.99
	B	761.96	788.64	816.22
	C	781.01	808.36	836.63

RAD-2

From:	\$	759.10	785.69	813.19
To:	A	783.39	810.83	839.22
	B	805.31	833.54	862.71
	C	825.44	854.38	884.28

RAD-3

From:	\$	796.19	824.04	852.90
To:	A	821.66	850.41	880.19
	B	844.66	874.21	904.84
	C	865.78	896.06	927.46

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

****APPENDIX "C-2"****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, 2000**
- B) Effective April 1, 2001**
- C) Effective April 1, 2002**

RADIO SUB-GROUP**RAD-1**

From:	\$	17.96	18.58	19.23
To:	A	18.53	19.18	19.85
	B	19.05	19.72	20.41
	C	19.53	20.21	20.92

RAD-2

From:	\$	18.98	19.64	20.33
To:	A	19.58	20.27	20.98
	B	20.13	20.84	21.57
	C	20.64	21.36	22.11

RAD-3

From:	\$	19.90	20.60	21.32
To:	A	20.54	21.26	22.00
	B	21.12	21.86	22.62
	C	21.64	22.40	23.19

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

****APPENDIX "C-3"**

**SO - SHIPS' OFFICERS GROUP
LAY-DAY OPERATIONAL MANNING SYSTEM
ANNUAL RATES OF PAY**

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

- A) Effective April 1, 2000**
- B) Effective April 1, 2001**
- C) Effective April 1, 2002**

RADIO SUB-GROUP**RAD-1**

From:	\$	42251	43731	45259
To:	A	43603	45130	46707
	B	44824	46394	48015
	C	45945	47554	49215

RAD-2

From:	\$	44657	46220	47838
To:	A	46086	47699	49369
	B	47376	49035	50751
	C	48560	50261	52020

RAD-3

From:	\$	46838	48477	50175
To:	A	48337	50028	51781
	B	49690	51429	53231
	C	50932	52715	54562

****APPENDIX "C-3A"**

**SO - SHIPS' OFFICERS GROUP
LAY-DAY OPERATIONAL MANNING SYSTEM
WEEKLY RATES OF PAY**

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

- A) Effective April 1, 2000**
- B) Effective April 1, 2001**
- C) Effective April 1, 2002**

RADIO SUB-GROUP**RAD-1**

From:	\$	809.78	838.14	867.43
To:	A	835.69	864.96	895.18
	B	859.09	889.18	920.25
	C	880.58	911.42	943.25

RAD-2

From:	\$	855.89	885.85	916.86
To:	A	883.28	914.19	946.20
	B	908.00	939.80	972.69
	C	930.70	963.30	997.01

RAD-3

From:	\$	897.69	929.11	961.65
To:	A	926.42	958.83	992.43
	B	952.35	985.68	1020.22
	C	976.16	1010.33	1045.73

The weekly lay-day rates of pay shown above have been determined from the annual lay-day rates of pay and are subject to rounding in the payroll process.

****APPENDIX "C-3B"**

**SO - SHIPS' OFFICERS GROUP
LAY-DAY OPERATIONAL MANNING SYSTEM
LAY-DAY RATES OF PAY**

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

- A) Effective April 1, 2000**
- B) Effective April 1, 2001**
- C) Effective April 1, 2002**

RADIO SUB-GROUP**RAD-1**

From:	\$	115.76	119.81	124.00
To:	A	119.46	123.64	127.96
	B	122.81	127.11	131.55
	C	125.88	130.28	134.84

RAD-2

From:	\$	122.35	126.63	131.06
To:	A	126.26	130.68	135.26
	B	129.80	134.34	139.04
	C	133.04	137.70	142.52

RAD-3

From:	\$	128.32	132.81	137.47
To:	A	132.43	137.06	141.87
	B	136.14	140.90	145.84
	C	139.54	144.42	149.48

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

****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, 2000**
- B) Effective April 1, 2001**
- C) Effective April 1, 2002**

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

From:	\$	55487	57707	60014	62414	64911
To:	A	57263	59554	61934	64411	66988
	B	58866	61222	63668	66215	68864
	C	60338	62753	65260	67870	70586

Weekly

From:	\$	1063.46	1106.01	1150.22	1196.22	1244.08
To:	A	1097.50	1141.41	1187.02	1234.49	1283.89
	B	1128.22	1173.37	1220.25	1269.07	1319.84
	C	1156.43	1202.72	1250.77	1300.79	1352.84

Hourly

From:	\$	26.59	27.65	28.76	29.91	31.10
To:	A	27.44	28.54	29.68	30.86	32.10
	B	28.21	29.33	30.51	31.73	33.00
	C	28.91	30.07	31.27	32.52	33.82

SO-INS-2**Annual**

From:	\$	60036	62436	64934	67532	70233
To:	A	61957	64434	67012	69693	72480
	B	63692	66238	68888	71644	74509
	C	65284	67894	70610	73435	76372

Weekly

From:	\$	1150.64	1196.64	1244.52	1294.31	1346.08
To:	A	1187.46	1234.94	1284.35	1335.73	1389.14
	B	1220.71	1269.51	1320.30	1373.12	1428.03
	C	1251.23	1301.25	1353.30	1407.45	1463.74

Hourly

From:	\$	28.77	29.92	31.11	32.36	33.65
To:	A	29.69	30.87	32.11	33.39	34.73
	B	30.52	31.74	33.01	34.33	35.70
	C	31.28	32.53	33.83	35.19	36.59

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:

Monthly Allowance

	April 1, 2000	April 1, 2001	April 1, 2002
	\$	\$	\$
1st period (August 1st to June 30th)	297	305	313
2nd period (July 1st to June 30th)	351	361	370
3rd period (July 1st to June 30th)	405	416	426
4th period (July 1st to June 30th)	459	472	484

**

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.

Monthly Sea Training Allowance

	April 1, 2000	April 1, 2001	April 1, 2002
	\$	\$	\$
1st Sea Training Period	891	916	939
2nd Sea Training Period	1267	1302	1335

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

An officer who completes the required training and becomes a Certified Rescue Specialist shall receive a monthly allowance of one hundred and six dollars (\$106) 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.

Effective April 1, 2002, the allowance is increased to one hundred and nine dollars (\$109).

Fisheries Enforcement Allowance

An officer who completes the required training in Fisheries Enforcement shall receive a monthly allowance of two hundred and sixty-five dollars (\$265) 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.

Effective April 1, 2002, the allowance is increased to two hundred and seventy-two dollars (\$272).

Armed Boarding Allowance

An officer, once qualified, shall be paid a monthly allowance of one hundred and fifty-nine dollars (\$159) 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.

Effective April 1, 2002, the allowance is increased to one hundred and sixty-three dollars (\$163).

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 seven hundred forty-three dollars (\$743) per year. This Allowance shall be paid on the same basis as that for the officer's regular pay.

Effective April 1, 2002, the allowance is increased to seven hundred and sixty-two dollars (\$762).

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, shall be paid an extra responsibility allowance based on the sub-group and level prescribed in his/her certificate of appointment, as follows:

SUB-GROUP AND LEVEL	April 1, 2000 \$	April 1, 2001 \$	April 1, 2002 \$
SO-MAO-12	13,900	14,289	14,646
SO-MAO-11	12,751	13,108	13,436
SO-MAO-10	11,580	11,904	12,202
SO-MAO-9	10,622	10,920	11,193
SO-MAO-8	9,870	10,146	10,400
SO-MAO-7	9,381	9,644	9,885
SO-MAO-6	9,037	9,290	9,522
SO-MAO-5	8,662	8,905	9,128

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 duty 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. 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).
6. 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 pay.
- (d) An officer will be compensated at the applicable annual rate of pay as described in Appendix "A3", "B3" or "C3" of the Ships' Officers Collective Agreement. In order to maintain the officer's weekly 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) Lay-day credits shall be accumulated at the rate of pay for the sub-group and level at which they are earned.
- (b) Lay-day credits may be prorated on the basis of the hours in the normal work day.
- (c) 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).
- (d) 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.
- (e) 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.
- (f) 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.
- (g) An officer shall not accumulate more than forty-five (45) days in their lay-day bank. In circumstances where an officer is required to work after accumulating forty-five (45) 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 forty-five (45) day cap.

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

- (h) For the purposes of overtime or any other hourly rated benefit the hourly rate shall be the appropriate rate found in Appendix "A-2".

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.

For the purpose of granting vacation leave for officers subject to the lay-day system, in accordance with this Appendix, all vacation leave credits for officers entering or in the lay-day system will be multiplied by a factor of two decimal one (2.1). For employees leaving the system, vacation leave credits will be adjusted by reversing the factor.

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 fifty (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

For the purpose of this Article, "weekly rate of pay" means the officers lay-day rate of pay as set out in Appendices "A-3B", "B-3B" and "C-3B" multiplied by seven (7), 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 "H-1"**

**MEMORANDUM OF UNDERSTANDING
SHIPS' OFFICERS GROUP
RE: LAY DAY WORK SYSTEM ISSUES**

This Memorandum is to give effect to the understanding reached in negotiations by the Employer and the Canadian Merchant Service Guild for the renewal of the collective agreement.

The parties agree to meet to discuss the problems that have been identified during negotiations with respect to reviewing the lay-day system. The discussions will involve but not be limited to exploring current provisions including the two decimal one (2.1) vacation factor.

Accordingly, within ninety (90) days of the signing date of the collective agreement, the parties will meet to commence discussions concerning the issues arising out of the application of Appendix H, Lay-Day Operational Crewing System.

SIGNED AT OTTAWA, this 28th day of the month of February, 2002.

THE TREASURY BOARD OF
CANADA


Dennis G. Duggan

THE CANADIAN MERCHANT
SERVICE GUILD


Ken Herbert

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.

An officer shall have his or her accrued hours of vacation leave with pay adjusted to an hourly credit by multiplying the number of hours under Article 20 by a factor of one decimal four-seven (1.47).

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

**

Vacation leave with pay shall be granted on an hourly basis, with the hours debited for each day of vacation leave being equal to eight decimal four (8.4) hours per day.

Article 22 - Sick Leave With Pay

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 (1st) 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 point 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.

An officer shall have his or her accrued hours of vacation leave with pay adjusted by an hourly credit by multiplying the number of hours under Article 20 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.

**

Vacation leave with pay shall be granted on an hourly basis, with the hours debited for each day of vacation leave being equal to nine decimal three (9.3) 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/her accrued days of sick leave with pay converted to hourly credits by multiplying the number of days by nine point three (9.3) hours.

Should an officer leave the Ships' Officers Group or the Appendix "J" operating system, the officers credits will be converted to days by dividing the number of hours by nine point three (9.3) and adjusting it upwards to the nearest half (1/2) 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 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 point 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 any one 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 (1st) 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 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.
 - (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 (1st) 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) 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 (2nd) and each subsequent day of rest. Second (2nd) or subsequent day of rest means the second (2nd) or

subsequent day in an unbroken series of consecutive and contiguous calendar days of rest.

- (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 of (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.

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 (1st) 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 (02-1)

February 28, 2002

Mr. Ken Herbert,
Chairman, National Bargaining Committee,
Canadian Merchant Service Guild,
310-218 Blue Mountain Street,
Coquitlam, B.C.
V3K 4H2

Dear Mr. Herbert:

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.

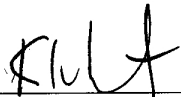
Notwithstanding the above, the Employer, with at least forty-eight (48) hours notice, may reschedule the eight (8) hour work period.

Yours sincerely,



Dennis Duggan
Negotiator
Labour Relations Division
Human Resources Branch

Received and accepted by the Guild



Ken Herbert

LETTER OF UNDERSTANDING (02-2)

February 28, 2002

Mr. Ken Herbert,
Chairman, National Bargaining Committee,
Canadian Merchant Service Guild,
310-218 Blue Mountain Street,
Coquitlam, B.C.
V3K 4H2

Dear Mr. Herbert:

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, 2003 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.

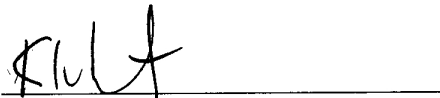
The Employer further undertakes, on request in writing from the Guild, to consult with the Guild with respect to locations which the Employer considers provide adequate recreational facilities as envisaged in 2(c) above.

Yours sincerely,



Dennis Duggan
Negotiator
Labour Relations Division
Human Resources Branch

Received and accepted by the Guild



Ken Herbert

LETTER OF UNDERSTANDING (02-3)

February 28, 2002

Mr. Ken Herbert,
Chairman, National Bargaining Committee,
Canadian Merchant Service Guild,
310-218 Blue Mountain Street,
Coquitlam, B.C.
V3K 4H2

Dear Mr. Herbert:

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, 2003, 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;

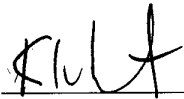
and
4. the reimbursement for the return trip shall be by the most economical means available, as determined by the Employer.

Yours sincerely,



Dennis Duggan
Negotiator
Labour Relations Division
Human Resources Branch

Received and accepted by the Guild



Ken Herbert

LETTER OF UNDERSTANDING (02-4)

February 28, 2002

Mr. Ken Herbert,
Chairman, National Bargaining Committee,
Canadian Merchant Service Guild,
310-218 Blue Mountain Street,
Coquitlam, B.C.
V3K 4H2

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

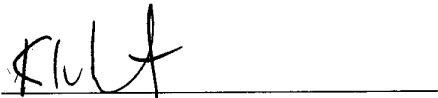
Where an officer is granted bereavement leave in accordance with the provisions of Article 23.02 a day shall equal the scheduled hours of work.

Yours sincerely,



Dennis Duggan
Negotiator
Labour Relations Division
Human Resources Branch

Received and accepted by the Guild



Ken Herbert

LETTER OF UNDERSTANDING (02-5)

February 28, 2002

Mr. Ken Herbert,
Chairman, National Bargaining Committee,
Canadian Merchant Service Guild,
310-218 Blue Mountain Street,
Coquitlam, B.C.
V3K 4H2

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.

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

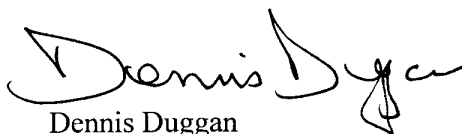
For long term training the officers shall be temporarily removed from their work system and shall work, and be compensated, in accordance with Appendix "K".

Other

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

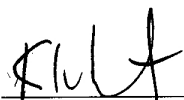
Officers on training shall be reimbursed for all reasonable travel expenses incurred.

Yours sincerely,



Dennis Duggan
Negotiator
Labour Relations Division
Human Resources Branch

Received and accepted by the Guild



Ken Herbert