



Treasury Board of Canada  
Secrétariat

Secrétariat du Conseil du Trésor  
du Canada

**EMPLOYER PROPOSALS  
FOR THE  
SHIPS' OFFICERS GROUP**

**NEGOTIATIONS FOR THE RENEWAL  
OF THE COLLECTIVE AGREEMENT  
EXPIRING ON MARCH 31, 2011**

**May 12, 2011**

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## INTRODUCTION

Without prejudice, attached are the Employer proposals for the negotiation of a single collective agreement covering employees who are members of the Ships' Officers (SO) bargaining unit.

The Employer reserves the right to present other proposals in negotiations as well as counter-proposals with respect to union demands.

Also, the Employer proposes that articles of the agreement which are not ultimately dealt with as proposals by the parties shall be renewed with appropriate editorial modification to ensure compatibility with other articles as finally agreed.

Note: Proposed revisions to existing language are indicated with track changes revision marks

**GENERAL**

The Employer proposes to:

1. simplify, consolidate and standardize language where appropriate;
2. ensure consistency in language between both the French and English versions of the Ship's Officers (SO) Group collective agreement;
3. discuss Pay Administration issues.

*re. Article 26.02.*

ARTICLE 10

CHECK-OFF

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

## 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. For the purpose of satisfying the Employer's obligation under this clause, employees may be given electronic access to this Agreement. Where electronic access to the Agreement is unavailable or impractical, the employee shall be supplied, on request, with a printed copy of the Agreement.

## ARTICLE 20

### VACATION LEAVE WITH PAY

#### 20.02 Accumulation of Vacation Leave Credits

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

(a) fourteen (14) hours per month until the month in which the anniversary of his/her sixteenth (16<sup>th</sup>) year of ~~continuous employment~~ service occurs;

or

(b) fourteen decimal six seven (14.67) hours per month commencing with the month in which his/her sixteenth (16<sup>th</sup>) anniversary of ~~continuous employment~~ service occurs;

or

(c) fifteen decimal three (15.33) hours per month commencing with the month in which his/her seventeenth (17<sup>th</sup>) anniversary of ~~continuous employment~~ service occurs;

or

(d) sixteen decimal six seven (16.67) hours per month commencing with the month in which the officer's eighteenth (18<sup>th</sup>) anniversary of ~~continuous employment~~ service occurs;

or

(e) eighteen (18) hours per month commencing with the month in which the officer's twenty-seventh (27<sup>th</sup>) anniversary of ~~continuous employment~~ service occurs;

or

(f) twenty (20) hours per month commencing with the month in which the officer's twenty-eighth (28<sup>th</sup>) anniversary of ~~continuous employment~~ service 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. For greater certainty, severance termination benefits taken under clauses 29.10 to 29.13, or similar provisions in other collective agreements, do not reduce the calculation of service for employees who have not left the public service.



## ARTICLE 23

## OTHER TYPES OF LEAVE WITH OR WITHOUT PAY

## 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 five (5) consecutive calendar days, including the day of the ~~funeral~~ memorial commemorating the deceased. During such period, the officer shall be granted leave with pay for those days which are not the regularly scheduled days of rest for that officer. In addition, the officer may be granted up to three (3) days' leave for the purpose of travel related to the death.

(b) In special circumstances and at the request of the officer, bereavement leave may be extended beyond the day of the ~~funeral~~ memorial commemorating the deceased but the total number of days granted must be consecutive and not greater in number than those provided for in paragraph 23.02(a), and must include the day of the funeral.

(c) An officer is entitled to bereavement leave with pay, up to a maximum of one (1) day, if it is practical for the officer to leave and rejoin the vessel, in the event of the death of the officer's grandparent, son-in-law, daughter-in-law, brother-in-law and sister-in-law.

(d) It is recognized by the parties that the circumstances which call for leave in respect of bereavement are based on individual circumstances. On request, the deputy head of a department may, after considering the particular circumstances involved, defer or grant bereavement leave with pay for a period greater than that provided for in subparagraph 23.02(a), (b) and (c).

(e) If, during a period of paid leave an officer is bereaved in circumstances under which the officer would have been eligible for bereavement leave under subparagraph (a), (b) or (c) of this clause, the officer shall be granted bereavement leave and his/her paid leave credits shall be restored to the extent of any concurrent bereavement leave granted.

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

(a) For the purpose of this clause, family is defined as spouse (or common-law spouse resident with the officer), dependent children (including children of legal or common-law spouse), parents (including stepparents or foster parents), or any relative permanently resident in the officer's household or with whom the officer permanently resides.

(b) The Employer shall grant leave with pay under the following circumstances:

(i) while an officer is expected to make every reasonable effort to schedule medical or dental appointments for dependent family members to minimize or preclude the officer's absence from work, however, when alternative arrangements are not possible, an officer shall be granted up to one-half (1/2) day for a medical or dental appointment when the dependent family member is incapable of attending the appointment by himself/herself, or for appointments with appropriate authorities in schools or adoption agencies. An officer requesting leave under this provision must notify his/her supervisor of the appointment as far in advance as possible;

(ii) up to two (2) consecutive days of leave with pay to provide for the immediate and temporary care of a sick member of the officer's family and to provide an officer with time to make alternate care arrangements where the illness is of a longer duration;

(iii) one (1) day's leave with pay for needs directly related to the birth or to the adoption of the officer's child. This leave may be divided into two (2) periods and granted on separate days;

~~(iv) five (5) days marriage leave for the purpose of getting married provided the officer gives the Employer at least five (5) days notices.~~

(c) The total leave with pay which may be granted under subparagraph (b)(i), (ii), (iii) and (iv) shall not exceed five (5) days in a fiscal year.

## ARTICLE 29

### SEVERANCE PAY

Effective April 2, 2011, Articles 29.03 and 29.04 are deleted from the collective agreement.

29.01 For the purpose of this Article, the terms:

(a) **"Employer"** includes any organization, service with which is included in the calculation of "continuous employment";

\*\*

(b) **"weekly rate of pay"**, subject to Appendices "H", "I" and "J", means the officer's hourly rate of pay as set out in Appendices "A", "B", "C" and "D" multiplied by forty (40) or as provided for in Article 29 of the applicable appendix, applying to the officer's classification, as shown in the instrument of appointment.

#### 29.02 Lay-off

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

(a) On the first (1<sup>st</sup>) lay-off ~~two (2) weeks' pay for the first (1<sup>st</sup>) complete year of continuous employment, two (2) week's pay, or three (3) week's pay for officers with ten (10) or more and less than twenty (20) years of continuous employment, or four (4) week's pay for officers with 20 or more years of employment, plus and one (1) week's pay for each succeeding completed year of continuous employment.~~ and, in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by three hundred and sixty-five (365).

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

#### 29.03 Resignation

(a) An officer who has ten (10) or more years of continuous employment on resignation shall be paid severance pay calculated by multiplying half the officer's weekly rate of pay on resignation by the number of completed years of continuous employment to a maximum of twenty-six (26) years less any period within that period of continuous employment in respect of which the officer was granted a termination of employment benefit paid by the Employer.

\*\*

(b) Notwithstanding paragraph 29.03(a), an officer who resigns to accept an appointment with an organization listed in Schedule V of the *Financial Administration Act* may choose not to be paid severance pay provided that the appointing organization will accept the officer's Schedules I and IV of the *Financial Administration Act* service for its severance pay entitlement.

#### **29.04 Retirement**

An officer who is entitled to an immediate annuity or an officer who is entitled to an immediate annual allowance under the *Public Service Superannuation Act* and resigns shall be paid severance pay calculated by multiplying the officer's weekly rate of pay on termination of employment by the number of completed years of continuous employment less any period within that period of continuous employment in respect of which the officer was granted a termination of employment benefit paid by the Employer and, in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by 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 12(1)(e) of the *Financial Administration Act* shall be paid severance pay calculated by multiplying the officer's weekly rate of pay on termination by the number of completed years of continuous employment to a maximum of twenty-eight (28) years less any period within that period of continuous employment in respect of which the officer was granted a termination of employment benefit paid by the Employer.

#### **29.07 Rejection on Probation**

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

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

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

#### **29.09 Appointment To A Separate Agency**

**An officer who resigns to accept an appointment with an organization listed in Schedule V of the *Financial Administration Act* shall be paid all severance payments resulting from application of 29.03 (a) (prior to April 2, 2011) or 29.10 – 29.13 (commencing on April 2, 2011).**

#### **29.10 Severance Termination**

**(a) Subject to 29.08 above, indeterminate officers on April 2, 2011, shall be entitled to severance termination benefits equal to one (1) week's pay for each completed year of continuous employment and, in the case of a partial year of continuous employment divided by three hundred sixty-five (365), to a maximum of thirty (30) weeks.**

(b) Subject to 29.08 above, term officers on April 2, 2011, shall be entitled to severance termination benefits equal to one (1) week's pay for each complete year of continuous employment, to a maximum of thirty (30) weeks.

#### Terms of Payment

##### 29.11 Options

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

- (a) as a single payment at the rate of pay of the officer's substantive position as of December 23, 2011, or
- (b) as a single payment at the time of the officer's termination of employment from the core public administration, based on the rate of pay of the officer's substantive position at the date of termination of employment from the core public administration, or
- (c) as a combination of (a) and (b), pursuant to 29.12 (c).

##### 29.12 Selection of Option

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

##### 29.13 Appointment from a Different Bargaining Unit

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

- (a) Subject to 29.08 above, on the date an indeterminate employee becomes subject to this Agreement after April 2, 2011, he or she shall be entitled to severance termination benefits equal to one (1) week's pay for each complete year of continuous employment and, in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by three hundred and sixty-five (365), to a maximum of thirty (30) weeks, based on the employee's rate of pay of his substantive position on the day preceding the appointment.
- (b) Subject to 29.08 above, on the date a term employee becomes subject to this Agreement after April 2, 2011, he or she shall be entitled to severance termination benefits equal to one (1) week's pay for each complete year of continuous employment, to a maximum of thirty (30) weeks, based on the employee's rate of pay of his substantive position on the day preceding the appointment.
- (c) An employee entitled to severance termination benefits under paragraph (a) or (b) shall have the same choice of options outlined in 29.11, however the selection of which option must be made within three (3) months of being appointed to the bargaining unit.
- (d) An employee who does not make a selection under 29.13 (c) will be deemed to have chosen option 29.11 (b).

## ARTICLE 30

### HOURS OF WORK AND OVERTIME

#### Hours of Work

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

(a) work eight (8) hours per day,

and

(b) work an average of forty (40) hours and five (5) days per week.

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

#### **30.03**

(a) Meal periods shall not constitute a part of any work period.

(b) However, the provisions of clause 30.03(a) above does not apply to officers who are required to eat during their work period.

#### **30.04**

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

(b) The Master/Commanding Officer may require any officer to participate in lifeboat or other emergency drills without the payment of overtime.



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

ARTICLE 43  
DURATION AND RENEWAL

43.01 The provisions of this Agreement will expire on March 31, 2011~~14~~.

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

43.03 The provisions of this collective agreement shall be implemented by the parties within a period of one hundred fifty (150) days from the date of the signing.

**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,~~ **and Article 41, Uniform Safety Footwear,** shall apply to Canadian Coast Guard Officer Cadets.

## 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.

**\*\*(Arbitral Award June 27, 2008)**

**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). (Effective March 31, 2010, the paragraph is deleted)~~

~~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. (Effective March 31, 2010, the paragraph is deleted)~~

~~Vacation Leave with pay will be granted in hours with the hours being debited each day equal to 12.28 hours per day. (Effective March 31, 2010, the paragraph is deleted)~~

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

**Article 22 - Sick Leave with Pay**

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

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

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

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

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

(a) if the officer is awaiting a decision on an application for injury-on-duty leave,

(i) for a period of up to two hundred and ten (210) hours;

(b) for all other cases,

(i) for a period of up to one hundred and twenty-six (126) hours

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

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

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

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

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

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

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

(a) To meet operational requirements, hours of work may be designated so that officers work an average of forty-two (42) hours per week.

(b) Except as provided in (c) below officers shall be entitled to compensation at time and one-half (1 1/2) for hours worked in excess of an average of forty (40) hours per week but not exceeding an average of forty-two (42) hours per week.

(c) The following conditions apply to officers employed on fire tugs or assigned to DND security watch patrols or assigned as Coast Guard Rescue Centre Watchkeepers.

(i) Subject to clause 30.07, but notwithstanding any other provisions of this Agreement, officers shall be entitled to compensation at time and one-half (1 1/2) for hours worked in excess of an average of forty (40) hours per week.

(d) Officers subject to (a) and (b) above may leave the vessel after receiving permission from the Master.

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

### **Overtime Compensation**

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

(i) the officer has worked more than twenty (20) hours in any period of twenty-four (24) consecutive hours for officers who normally work a twelve (12) hour day.

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

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

**Delete**

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:



## APPENDIX K

### FORTY (40) HOUR WORK WEEK SYSTEM

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

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

#### Article 2 - Interpretations and Definitions

For officers described in Article 30 of this Appendix:

(f) "day" in relation to an officer means the twenty-four (24) hour period during which that officer is normally required to perform the duties of his/her position and commences at 00:00;

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

#### Article 20 - Vacation Leave With Pay

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

#### Article 22 - Sick Leave With Pay

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

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

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

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

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

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

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

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

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

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

#### **Hours of Work**

(a) Hours of work shall be designated so that officers:

(i) work eight (8) hours per day,

and

(ii) work an average of forty (40) hours and five (5) days per week.

(iii) the two (2) days of rest shall be consecutive.

(b) Officers working sea watches shall normally work on the basis of either:

(i) four (4) hours on and eight (8) hours off;

or

(ii) six (6) hours on and six (6) hours off.

(c) Officers whose hours of work are designated in accordance with clause (a) and who are not assigned to watches shall perform their daily hours of work within a twelve (12) hour period as determined from time to time by the Master/Commanding Officer. These hours shall be designated so as to be consecutive, except for meal periods.

(d) For officers who regularly work five (5) consecutive days per week on "non-watchkeeping" vessels the hours of work shall be consecutive, except for meal periods,

and

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

and

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

**(e) Reporting for Sailing**

(1) Where an officer is authorized to be absent from the vessel during his off-duty hours, the Master/Commanding Officer shall inform the officer of the time at which shore leave will expire. If the shore leave expiry time cannot be determined and the vessel is placed in standby status, the officer shall notify his/her supervisor where and how he/she may be contacted; the Employer will not be responsible for officers who fail to receive notice of sailing by reason of absence from the place of notification.

(2) If an officer is unable to join his vessel because it either sails earlier than the posted sailing time or earlier than the time he/she was given under subparagraph (1), if the Employer considers it feasible to do so:

(a) the officer shall be transported to the vessel's first (1<sup>st</sup>) port of call or other point of contact with the vessel at the Employer's expense,

or

(b) when work is available, the officer shall be employed in his classification until he/she is able to return to his vessel.

or

(c) The officer may take any compensatory leave credits and/or vacation leave credits he/she has accumulated up to the time the vessel sailed.

(3) Where an officer reports on board for sailing in accordance with the sailing time posted on the vessel's notice board or as otherwise required by the Master/Commanding Officer, the officer is entitled to the greater of:

(a) compensation at the applicable rate for any work performed on that day,

or

(b) one (1) hour's pay at the straight-time rate,

provided that the vessel is in home port.

**Overtime Compensation**

(f) An officer is entitled to compensation at double (2) time:

(1) for overtime worked following eight (8) hours of overtime worked in excess of his normal daily hours of work;

(2) for overtime worked on his/her days of rest in excess of the officer's normal daily hours of work;

and

(3) when the officer is required by the Employer to work on two (2) or more consecutive and contiguous days of rest, for each hour worked on the second (2<sup>nd</sup>) and each subsequent day of rest. Second (2<sup>nd</sup>) or subsequent day of rest means the second (2<sup>nd</sup>) or subsequent day in an unbroken series of consecutive and contiguous calendar days of rest.

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

**(h) Reporting for SAR Mission**

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

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

or

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

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

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

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

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

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

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

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

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

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

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

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