



**EMPLOYER NON-MONETARY PROPOSALS**  
**FOR THE**  
**SHIPS' OFFICERS (SO) GROUP**

**NEGOTIATIONS FOR THE RENEWAL**  
**OF THE COLLECTIVE AGREEMENT**  
**EXPIRING ON MARCH 31, 2018**

**Negotiator: Guillaume Hébert**

**Analyst: Nathalie Rodrigue**

**July 14-15-16, 2021**

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## INTRODUCTION

The Employer's negotiation objectives for this round of bargaining are to reduce the pay administration burden, provide economic increases that are fair for workers and taxpayers, address departmental operating priorities and support the effective management of the Public Service. Such an approach will contribute to an engaged and qualified workforce that delivers results for Canadians.

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

The Employer reserves the right to present other proposals in negotiations, revised proposals, as well as counter-proposals with respect to demands from the bargaining agent.

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

Proposed changes are highlighted in **bold** font. Where deletions are proposed, the words have a strikethrough “—”.

The Employer reserves the right to discuss rates of pay, pay notes and collective agreement duration at a later time during the negotiation process.

**ADMINISTRATIVE CHANGES**

*Replace all references to the Public Service Labour Relations Board with references to the **Federal Public Sector Labour Relations and Employment Board (FPSLREB)**.*

*Replace all references to the Public Service Labour Relations Act with references to the **Federal Public Sector Labour Relations Act (FPSLRA)**.*

This applies to the following provisions:

- 2.02 (a) and (b)
- 4.01
- 10.05
- 17
- 17.01 (a), (a)(i) and (c)(i)
- 18.05
- 18.21
- 21.02 (b)
- 23.03
- 23.10 (a)(iii)(C)
- 23.13 (a)(iii)(C)
- 42.01
- 42.02

**ADMINISTRATIVE CHANGES**

*Replace references to “cash” with references to “a payment”.*

This applies to the following provisions:

- 2.01 (c)
- 20.10 (a), (b)(iii) and (f)
- 30.14
- 30.14 (a) and (b)
- 35.08
- Appendix “E”: (2)
- Appendix “H”: General (e) and Administration (d)
- Memorandum of Understanding on Special Lay-Day Bank – 65 Day Cap:  
General and (E)
- Memorandum of Understanding on Compensatory Leave

**ADMINISTRATIVE CHANGES**

*Delete references to “factors” as it relates to Lay-Days.*

This applies to the following provisions:

- Appendix “H”: Administration (h) and subparagraph 21(b)(i)
- Memorandum of Understanding on Special Lay-Day Bank – 65 days cap: (A)

**ADMINISTRATIVE CHANGES**

*Replace all references to the Public Service Terms and Conditions of Employment Regulations with references to the **Directive on Terms and Conditions of Employment**.*

This applies to the following provisions:

- 2.01 (e)
- 35.03 (b)(iv)

**IMPLEMENTATION & RETROACTIVITY  
ARTICLE 35: PAY ADMINISTRATION  
ARTICLE 43: DURATION AND RENEWAL  
APPENDIX "A": RATES OF PAY**

**(NEW) Appendix "XX"**

**Memorandum of Understanding Between  
the Treasury Board of Canada and the Canadian Merchant Service Guild with  
Respect to Implementation of the Collective Agreement**

Notwithstanding the provisions of clause 35.03 on the calculation of retroactive payments and clause 43.02 on the collective agreement implementation period, this memorandum is to give effect to the understanding reached between the Employer and the Canadian Merchant Service Guild regarding a modified approach to the calculation and administration of retroactive payments for the current round of negotiations.

1. Calculation of retroactive payments
  - a. Retroactive calculations that determine amounts payable to employees for a retroactive period shall be made based on all transactions that have been entered into the pay system up to the date on which the historical salary records for the retroactive period are retrieved for the calculation of the retroactive payment.
  - b. Retroactive amounts will be calculated by applying the relevant percentage increases indicated in the collective agreement rather than based on pay tables in agreement annexes. The value of the retroactive payment will differ from that calculated using the traditional approach, as no rounding will be applied. The payment of retroactive amount will not affect pension entitlements or contributions relative to previous methods, except in respect of the rounding differences.
  - c. Elements of salary traditionally included in the calculation of retroactivity will continue to be included in the retroactive payment calculation and administration, and will maintain their pensionable status as applicable. The elements of salary included in the historical salary records and therefore included in the calculation of retroactivity include:
    - substantive salary
    - promotions
    - deployments
    - acting pay
    - extra duty pay/overtime
    - additional hours worked
    - maternity leave allowance
    - parental leave allowance
    - vacation leave and extra duty pay cash-out



- severance pay
  - salary for the month of death
  - Transition Support Measure
  - eligible allowances and supplemental salary depending on collective agreement
- d. The payment of retroactive amounts related to transactions that have not been entered in the pay system as of the date when the historical salary records are retrieved, such as acting pay, promotions, overtime and/or deployments, will not be considered in determining whether an agreement has been implemented.
- e. Any outstanding pay transactions will be processed once they are entered into the pay system and any retroactive payment from the collective agreement will be issued to impacted employees.

## 2. Implementation

- a. The effective dates for economic increases will be specified in the agreement. Other provisions of the collective agreement will be effective as follows:
- i. All components of the agreement unrelated to pay administration will come into force on signature of agreement.
  - ii. Changes to existing and new compensation elements such as premiums, allowances, insurance premiums and coverage and changes to overtime rates will become effective within one hundred and eighty (180) days after signature of agreement, on the date at which prospective elements of compensation increases will be implemented under 2(b)(i).
  - iii. Payment of premiums, allowances, insurance premiums and coverage and overtime rates in the collective agreement will continue to be paid until changes come into force as stipulated in 2(a)(ii).
- b. Collective agreement will be implemented over the following time frames:
- i. The prospective elements of compensation increases (such as prospective salary rate changes and other compensation elements such as premiums, allowances, changes to overtime rates) will be implemented within one hundred and eighty (180) days after signature of agreement where there is no need for manual intervention.
  - ii. Retroactive amounts payable to employees will be implemented within one hundred and eighty (180) days after signature of the agreement where there is no need for manual intervention.
  - iii. Prospective compensation increases and retroactive amounts that require manual processing by compensation advisors will be implemented within five hundred and sixty (560) days after signature of agreement. Manual intervention is generally required

for employees on an extended period of leave without pay (e.g., maternity/parental leave), salary protected employees and those with transactions such as leave with income averaging, pre-retirement transition leave and employees paid below minimum, above maximum or in between steps. Manual intervention may also be required for specific accounts with complex salary history.

### 3. Employee Recourse

- a. An employee who is in the bargaining unit for all or part of the period between the first day of the collective agreement (i.e., the day after the expiry of the previous collective agreement) and the signature date of the collective agreement will be entitled to a non-pensionable amount of four hundred dollars (\$400) payable within one hundred and eighty (180) days of signature, in recognition of extended implementation time frames and the significant number of transactions that have not been entered in the pay system as of the date when the historical salary records are retrieved.
- b. Employees in the bargaining unit for whom the collective agreement is not implemented within one hundred and eighty-one (181) days after signature will be entitled to a fifty-dollar (\$50) non-pensionable amount; these employees will be entitled to an additional fifty-dollar (\$50) non-pensionable amount for every subsequent complete period of ninety (90) days their collective agreement is not implemented, to a total maximum of nine (9) payments. These amounts will be included in their final retroactive payment. For greater certainty, the total maximum amount payable under this paragraph is four hundred and fifty dollars (\$450).
- c. If an employee is eligible for compensation in respect of section 3 under more than one collective agreement, the following applies: the employee shall receive only one non-pensionable amount of four hundred dollars (\$400); for any period under 3(b), the employee may receive one fifty-dollar (\$50) payment, to a maximum total payment of four hundred and fifty dollars (\$450).
- d. Late implementation of the 2018 collective agreements will not create any entitlements pursuant to the agreement between the core public administration bargaining agents and the Treasury Board of Canada with regard to damages caused by the Phoenix pay system.
- e. Employees for whom collective agreement implementation requires manual intervention will be notified of the delay within one hundred and eighty (180) days after signature of the agreement.
- f. Employees will be provided a detailed breakdown of the retroactive payments received and may request that the departmental compensation unit or the Public Service Pay Centre verify the calculation of their retroactive payments, where they believe these amounts are incorrect. The Employer will consult with the Guild regarding the format of the detailed breakdown.

- g. In such a circumstance, for employees in organizations serviced by the Pay Centre, they must first complete a Phoenix feedback form indicating what period they believe is missing from their pay.**

**ARTICLE 2: INTERPRETATION AND DEFINITIONS**

~~s. throughout this agreement, words importing the masculine gender include the feminine gender.~~

**ARTICLE 3: APPLICATION**

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

**3.03 In this agreement, expressions referring to employee or the masculine or feminine gender are meant for all officers, regardless of gender.**

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**ARTICLE 10: CHECK-OFF**

**10.02** The Guild shall notify the employer in writing at least **ninety (90) calendar days** ~~one (1) full calendar months~~ in advance of any change in the amount of monthly deductions to be checked off for each officer defined in clause 10.01.

**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.**

~~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 the premiums are remitted within a reasonable period of time after deductions are made.~~

**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.~~ **Employees of the bargaining unit will be given electronic access to the collective agreement. Where electronic access to the agreement is unavailable or impractical, an employee will be supplied with a printed copy of the agreement upon request.**

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**ARTICLE 19: LEAVE, GENERAL**

**19.04** When an officer, who is in receipt of a special ~~duty~~ allowance or an extra ~~responsibility 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 **responsibilities 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.

**19.06** An officer shall not earn **or be granted** leave credits under this collective agreement in any month **nor in any fiscal year** for which leave has already been credited **or granted** to the employee under the terms of any other collective agreement ~~to which the Employer is a party~~ or under other rules or regulations ~~of the employer~~ **applicable to organizations within the federal public administration, as specified in Schedule I, Schedule IV or Schedule V of the *Financial Administration Act*.**

## ARTICLE 20: VACATION LEAVE WITH PAY

### 20.10 Carry-over and/or liquidation of vacation leave

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

~~b.~~

- ~~i. Notwithstanding paragraph (a), on the date of signing of this agreement or on the date an officer becomes subject to this agreement, he or she has more than the limits provided in paragraph (a) above of unused vacation leave credits earned during previous years, this number of unused vacation leave credits shall become the officer's accumulated leave maximum.~~
- ~~ii. Unused vacation leave credits equivalent to the officer's accumulated leave maximum shall be carried over into the following vacation year.~~
- ~~iii. Unused vacation leave credits in excess of the officer's accumulated leave maximum shall be automatically paid in cash at his or her rate of pay as calculated from the classification prescribed in his or her certificate of appointment of his or her substantive position on the last day of the vacation year.~~

~~Effective April 1, 2010:~~

- ~~b. e.~~ The rate of pay specified above shall be the appropriate hourly rate of pay specified in Appendix "A", "B", "C" and "D" as applicable.
- ~~d.~~ ~~The officer's accumulated leave maximum as calculated pursuant to clause (b)(i) above shall be reduced irrevocably by the number of vacation leave credits liquidated in excess of the officer's annual vacation leave entitlement during the vacation year.~~
- ~~c. e.~~ ~~Notwithstanding (b)(iii) above,~~ ~~w~~ 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.
- ~~d. f.~~ During any vacation year, upon application by the officer and at the discretion of the employer, earned but unused vacation leave credits in excess of one hundred



and twenty (120) hours of credits may be paid in cash at the officer's rate of pay as calculated from the classification prescribed in the certificate of appointment of the officer's substantive position on March 31 of the previous vacation year.

**ARTICLE 22: SICK LEAVE WITH PAY**

*The Employer proposes to update the following clause to accurately reflect current legislation and terminology:*

**22.09** The employer agrees that an officer **shall not be terminated for cause for reasons of incapacity recommended for release from employment under section 31 of the Public Service Employment Act for incapacity by reason of ill health pursuant to paragraph 12(1)(e) of the *Financial Administration Act* 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, **except where the incapacity is the result of an injury or illness for which injury on duty leave has been granted pursuant to Article 23.05.**

**ARTICLE 23: OTHER TYPES OF LEAVE WITH OR WITHOUT PAY**

**23.10 Maternity allowance**

*The Employer wishes to discuss the Maternity Allowance.*

**ARTICLE 23: OTHER TYPES OF LEAVE WITH OR WITHOUT PAY**

**23.13 Parental allowance**

*The Employer wishes to discuss the Parental Allowance.*

**ARTICLE 23: OTHER TYPES OF LEAVE WITH OR WITHOUT PAY****23.20 Volunteer leave**

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

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

**23.21 Personal leave**

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

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

**ARTICLE 24: TRAVELLING TIME**

**24.04** 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 nine (9) 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 **twelve (12) hours' pay at the straight-time rate of pay** ~~nine (9) hours' pay at the applicable overtime rate.~~  
**(arbitral award, issued on October 2, 2018)**

**APPENDIX "H"**  
**LAY-DAY OPERATIONAL CREWING SYSTEM**

**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 **twelve (12) hours' pay at the straight-time rate of pay** ~~nine (9) hours' pay at the applicable overtime rate.~~

**ARTICLE 26: SAFETY AND HEALTH**

**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 30: HOURS OF WORK AND OVERTIME**

**Hours of work**

~~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.~~

*Renumber accordingly.*



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**ARTICLE 30: HOURS OF WORK AND OVERTIME****Overtime****30.07 Overtime compensation**

- a. An officer is entitled to overtime compensation for each completed period of fifteen (15) minutes of overtime worked by him or her when:**
  - i. the overtime work is authorized in advance by the Employer;**
  - and**
  - ii. the employee does not control the duration of the overtime work.**
- ~~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.~~
- b. e- 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.**

## ARTICLE 30: HOURS OF WORK AND OVERTIME

### 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~~ **three** hundred (~~400~~ **300**) 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.~~
- ~~c.~~ **c.** 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.

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

(...)

Consequently, the parties agree, on a without prejudice basis that, at the request of an officer, and subject to the approval of the employer, compensatory leave credits may be accumulated in excess of ~~four~~ **three** hundred (~~400~~ **300**) hours for these special circumstances. In the event that such accumulated compensatory leave in excess of ~~four~~ **three** hundred (~~400~~ **300**) hours is not used for the purpose requested, the credits shall be liquidated in cash.

(...)

**ARTICLE 40: DIRTY WORK ALLOWANCE**

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

- a. work in bilges and spaces below the bottom floor plates **where the officer is physically in the space conducting maintenance, inspections or cleaning** for periods in excess of fifteen (15) minutes,  
or

(...)

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**APPENDIX "F": SPECIAL ALLOWANCES****Fisheries enforcement allowance**

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

~~(arbitral award: effective April 1, 2013)~~

**Diving duty allowance**

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

~~(arbitral award: effective April 1, 2013)~~

**APPENDIX "G"**  
**EXTRA RESPONSIBILITY ALLOWANCE**

3. This extra responsibility allowance will continue to be paid to an officer assigned:
- a. ashore for training purposes,  
or
  - b. **ashore for career development purposes (whether through an assignment at level or on an acting basis in a SO position).** ~~to a shore-based position on an acting basis or otherwise for any period up to a maximum of three hundred and sixty five (365) calendar days.~~

The officer will continue to receive the allowance **up to a maximum of three hundred and sixty-five (365) consecutive calendar days from the start of the conditions outlined in 3a) and 3b), and** only if the monthly basic pay for the position to which he/she is temporarily assigned would be less than the basic monthly pay plus the extra responsibility allowance in his/her substantive position.

**APPENDIX "H"**  
**LAY-DAY OPERATIONAL CREWING SYSTEM**

**Lay-days**  
**General**

(...)

- d. An officer will be compensated at the applicable rate of pay as described in Appendix "A", "B" or "C" of the Ships' Officers collective agreement. ~~Effective April 1, 2010, an officer will be compensated at the applicable rate of pay as described in Appendix "A", "B" or "C" of the Ships' Officers collective agreement.~~ Effective April 1, 2010, an officer will be compensated at the applicable rate of pay as described in Appendix "A", "B" or "C" of the Ships' Officers collective agreement.
- In order to maintain the officer's rate of pay, the officer must either:
- i. work,
  - ii. be on lay-days,  
or
  - iii. be on authorized leave with pay.

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

(...)

**Administration**

(...)

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

**APPENDIX “J”  
ON-CALL SYSTEM: AVERAGE FORTY-SIX POINT SIX (46.6) HOURS**

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

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

(...)

**LETTER OF UNDERSTANDING (13-1)  
SCHEDULING OF HOURS OF WORK FOR APPENDIX "K" PERSONNEL**

*Delete.*



**LETTER OF UNDERSTANDING (13-3)  
TRAVEL FOR OFFICERS IN A REGIONAL POOL**

*Delete.*

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

*The Employer proposes to change “Lay Day” for “Lay-Day” in this Memorandum of Understanding to ensure consistency with the rest of the collective agreement, and proposes a few additional changes for consistency/clarity purposes.*

~~In accordance with Article 39, the parties agree to amend the collective agreement as follows:~~

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

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

- A. When an officer is scheduled or required to work where he/she exceeds the 65-day cap on lay-days, the additional lay-days so earned (that is, lay-day factor) shall be accumulated in the “**Special Lay-Day Leave** Bank”.
- B. Credits shall be accumulated in days and officers shall be advised in writing, on each occasion that days are added to this “Special Lay-Day Bank”, of the number of days and the lay-day rate at which they have been earned.
- C. Credits in this “Special Lay-Day Bank” shall be held in reserve to be liquidated as time off work with pay at the request of the officer and at the discretion of the employer or at the request of the employer subject to the employer making every reasonable effort, subject to operational requirements, to grant the lay-days at such time as the officer may request.
- D. The accumulation of such **special** lay-day credits shall not exceed sixty-five (65) days. Should an officer reach the maximum of sixty-five (65) **special lay-days**, he or she must proceed on leave.
- E. It is recognized that lay-day credits accumulated in this bank are intended to be taken as time off work with pay. Normally, the credits in this bank shall only be paid in cash in cases of termination of employment or permanent appointment to a position which is not on a vessel operating on the Lay-Day System, or is not within the same department or region.

For the purposes of cashing out ~~such converted~~ lay-day credits **referred to in E) above**, it is agreed that this will be at the lay-day rate of pay multiplied by 1.5.

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

*Delete.*