

July 14, 2021

**GUILD PROPOSALS TO AMEND
THE COLLECTIVE AGREEMENT
BETWEEN
TRESUARY BOARD OF CANADA SECRETARIAT
AND
THE CANADIAN MERCHANT SERVICE GUILD**

Group: Ships' Officers

** All Articles and Memorandums of Understanding in the current Collective Agreement not listed here are expected to be carried forward*

** All proposals are presented on a without prejudice basis and are subject to amendment, removal, or withdrawal*

Article 7: managerial responsibilities

New: 7.02 The Employer will act reasonably, fairly and in good faith in administering this agreement.

Article 10: check-off

10.06 The amount deducted in accordance with clause 10.01 shall be remitted to the Secretary-Treasurer of the Guild by electronic payment within a reasonable period of time after deductions are made and shall be accompanied by particulars identifying each officer, including the officer's name, AG number, employing department and home port or the geographic location to which an officer is normally assigned, and the deductions made on his/her behalf.

Article 14 Information for Officers

14.01 The employer agrees to supply each officer with a copy of the collective agreement and will endeavor to do so within one (1) month after date of signing of this agreement.

Article 14 Information for Officers

NEW 14.02 For officer career progression and planning at the request of the officer the employer will provide the following up-to-date regional information for all regional position numbers:

- A. position number*
- B. vessel*
- C. term or indeterminate*
- D. substantive or acting level*
- E. name*

Article 17 Leave for Guild business or for other activities under the [FPSLRA](#)

17.05 Contract Negotiation Meetings

*Where operational requirements permit, the Employer will grant leave **with pay** to an officer for the purpose of attending contract negotiation meetings with the Employer on behalf of the Guild.*

17.06 Preparatory Contract Negotiation Meetings

*Where operational requirements permit, the Employer will grant leave **with pay** to a reasonable number of officers to attend meetings preparatory to contract negotiations with the Employer.*

17.08 Guild Executive Council Meetings, Conventions and Congresses

*Where operational requirements permit, the Employer will grant leave **with pay** to a reasonable number of officers engaged in such business of the Guild as attendance at executive meetings, conventions, and congresses.*

Article 20 Vacation Leave with pay

20.02 Accumulation of vacation leave credits

Effective April 1, XXXX, 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 decimal six seven (14.67) until the month in which the anniversary of his/her tenth (10th) anniversary of continuous employment occurs; or*
- B. fifteen decimal three three (15.33) hours per month commencing with the month in which his/her fifteenth (15th) anniversary of continuous employment occurs; or*
- C. sixteen decimal six seven (16.67) hours per month commencing with the month in which the officer's eighteenth (18th) anniversary of continuous employment occurs; or*
- D. eighteen (18) hours per month commencing with the month in which the officer's twenty-fifth (25th) anniversary of continuous employment occurs; or*
- E. twenty (20) hours per month commencing with the month in which the officer's twenty-eighth (28th) anniversary of continuous employment occurs.*

Article 20 Vacation Leave with Pay

Article 20.07 Scheduling of vacation leave with pay

The Employer shall schedule vacation leave as requested by the officer.

Article 20: vacation leave with pay

20.11 **Cancellation or** 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. **If an officer is recalled during vacation leave, vacation leave expended during this period will be reimbursed into the officers Annual Leave bank at the rate of 1.5x.**

- B. When during any period of vacation leave or combination of vacation and compensatory leave, an officer is recalled to duty **or if vacation or compensatory leave is cancelled after being approved**, 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.
 - iii. in cancelling travel and accommodation arrangements.**

Article 21: Designated Holidays

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

K. **two (2)** additional days 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

Article 22 Sick Leave with Pay

Granting of sick leave with pay

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

Article 23 Other types of Leave with or Without Pay

23.01 In respect of any requests for leave under this article, the officer, with the exception of Article 23.18 (c), 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

Article 23 Other types of Leave with or Without Pay

The Guild proposes to amend the following Articles to be in compliance with current legislation:

- *Article 23.09 Maternity leave without pay*
- *Article 23.10 Maternity allowance*
- *Article 23.11 Special maternity allowance for totally disabled officers*
- *Article 23.12 Parental leave without pay*
- *Article 23.13 Parental allowance*
- *Article 23.14 Special parental allowance for totally disabled officers*

Article 23 Other types of Leave with or Without Pay

Amend 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, **stepbrother, step-sister**, spouse (including common-law partner resident with the officer), child (including child of common-law partner), stepchild, foster child or ward of the officer, grandchild, father-in-law, mother-in-law, **daughter-in-law, son in-law**, the officer's grandparents and relative permanently residing in the officer's household or with whom the officer permanently resides;*

Article 23 Other types of Leave with or Without Pay

Amend 23.02 Bereavement leave with pay

*23.02(c) An officer is entitled to bereavement leave with pay, up to a maximum of five (5) days, 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, sister-in-law **and grandparents of spouse.***

Article 23 Other types of Leave with or Without Pay

Article 23.18 Leave with pay for family related responsibilities

*23.18 (b) The total leave with pay which may be granted under subparagraph (c) (i through vii) shall not exceed five (5) days in a fiscal year **and can be taken consecutively.***

Article 23 Other types of Leave with or Without Pay

Article 23.18 Leave with Pay for Family-Related Responsibilities

Article 23.18 (c) iv Effective on the date of signing of this collective agreement, officers with more than two (2) years of service shall be credited a one-time entitlement of five (5) days of leave with pay. Officers shall be credited a one-time entitlement of five (5) days of leave with pay on the first (1st) day of the month following the anniversary of the officer's second (2nd) year of service.

Article 24 Travelling Time

Article 24.04 b) ii at the applicable overtime rate for all travelling time to a maximum of nine (9) hours. If after nine (9) hours of travel, the employer cannot provide a rest stop and the officer is required to travel beyond nine (9) hours, the officer shall be paid the double time rate of pay for all excess hours of travel.

Should the officer not be able to return to their residence after 9 hours of travel, the officer will be entitled to a rest stop and the NJC Travel Directive shall apply, and the employer shall be responsible for all respective expenses as per the Directive.

A suitable hot meal shall be provided for all crew change travel in excess of four (4) hours duration.

All travel for an officer between their residence and their home port for crew changes shall be entitled to the NJC Travel Directive to a maximum of \$500 per direction per crew change.

Article 24 Travelling Time

Article 24.04 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 all travelling time to a maximum of nine (9) hours. If after nine (9) hours of travel, the employer cannot provide a rest stop and the officer is required to travel beyond nine (9) hours, the officer shall be paid the double time rate of pay for all excess hours of travel.

Should the officer not be able to return to their residence after 9 hours of travel, the officer will be entitled to a rest stop and the NJC Travel Directive shall apply, and the employer shall be responsible for all respective expenses as per the Directive.

A suitable hot meal shall be provided for all crew change travel in excess of four (4) hours duration.

All travel for an officer between their residence and their home port for crew changes shall be entitled to the NJC Travel Directive to a maximum of \$500 per direction per crew change.

Article 25 Meals and Quarters

Article 25.02 (a) When the vessel is away from home port, the officer shall be put on travel status as per the NJC travel directive.

Article 25 Meals and Quarters

Article 25.02 (b)

When the vessel is in home port, the officer shall be put on travel status as per the NJC travel directive.

Article 25 Meals and Quarters

Article 25.03 a)

Increase quantum to \$15 and \$20, respectively.

Article 25.03 b)

When the vessel is berthing for one or more nights away from home port, the officer shall be put on travel status as per the NJC travel directive.

Article 25 Meals and Quarters Appendix J

Article 25. Notwithstanding the employers provisioning or non-provisioning of Search and Rescue stations when the vessel is away from the station officers shall be entitled to the provisions set out under Article 25.03 (a) day in lieu of meals and quarters.

When an officer is required by the employer to attend legal proceedings, training, or other such work-related activities the officer shall be on travel status and shall receive the entitlements of the NJC Travel Directive.

Article 28 Marine Disaster

Article 28.03. In the event of a marine disaster or shipwreck the employer shall arrange a transfer to another suitable position for an officer.

Article 30 Hours of work and overtime

New article: When the vessel is in port and the Commanding Officer has not authorized shore leave, a premium of fifty (50.00\$) per 24 hours, or portion of, will be paid to the officer.

Article 30 Hours of work and overtime

Hours of Work

Article 30.03 (a) Meal periods shall ~~not~~ constitute a part of any work period.

Article 30.03(b) delete

Article 30 Hours of work and overtime

Meal Allowance

Article 30.09 a), b) and c).

Increase quantum to \$15.00.

Article 30 Hours of work and overtime

Overtime

Article 30.10. Subject to 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. Officers required to work overtime shall be paid a minimum of three (3) hours overtime for any overtime assignment cancelled by the employer.

Article 30 Hours of work and overtime

Compensation in cash or leave with pay

Article 30.14 (a)...[**add short term training...**](#)

Article 30 Hours of work and overtime

Compensation in cash or leave with pay

Article 30.14 (a) 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.~~

Article 30 Hours of work and overtime

Compensation in cash or leave with pay

*Article 30.14 b). At the request of the officer 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 in cash at the officer's current rate of pay **or accumulated.***

Article 30 Hours of work and overtime

Compensation in cash or leave with pay

Article 30.14 c) Delete

Article 35 Pay Administration

Article 35.03 a.

The rates of pay set forth in Appendix "A", "B", "C", "D", "E", "F" or "G" shall become effective on the date specified.

Article 35 Pay Administration

Article 35.03 b.

Where the rates of pay set forth in Appendix "A", "B", "C", "D", "E", "F" or "G" have an effective date prior to the date of signing of this agreement, the following shall apply:

Article 35 Pay Administration

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

Article 35 Pay Administration

Article 35.09 new: Officers pay records including all leave and lay day banks shall be audited annually and a detailed copy of the audit shall be provided to the officer for review and correction within 30 days of calendar year end. The employer shall have 56 days to correct any and all deficiencies. Officers who had or have pay issues related to the Phoenix pay system and who require or required assistance from an accountant or other qualified tax professional (such as a firm or individual who is in the normal business of providing income tax advisory services or tax preparation services) may seek up to \$400 (taxes included) in reimbursement for tax advice once per year.

Article 40 Dirty Work Allowance

Rename article Special Work Allowance

New 40.01(j) Working on a vessel in areas of conflict and/or enforcement and/or areas where weapons and/or ammunition is present.

Article 40 Dirty Work Allowance

Article 40.01.

- g. Any work, including inspection which necessitates that the Officer follow confined space entry procedures.*
- h. Any abatement work, including that of lead and asbestos which necessitates that the Officer follow specific procedures, and wear additional Personal Protective Equipment.*
- i. Any work involving the inspection or cleaning of areas exposed to fecal matter contamination.*

Article 41 Uniforms and safety footwear

Article 41.02: New. Each officer serving on board vessels shall be supplied flame resistant /arc flash resistant work uniforms. Each officer assigned to vessels operating in cold environments, shall be supplied with individual cold weather protective clothing and work gear rated for at least 5 degrees Celsius below the expected minimum temperatures in each vessel's operational area.

Article 43 duration and renewal

Article 43.01. The provisions of this agreement will commence on April 1, 2018 and will expire on March 31, 2022.

Appendix A, B, C Rates of Pay

Add Step 6 and Step 7 to the rates of pay.

Wage increases as follows:

2018 the greater of 3% or CPI

2019 the greater of 3% or CPI

2020 the greater of 3% or CPI

2021 the greater of 3% or CPI

Appendix D Rates of Pay

Eliminate Steps 1 through 6 of the rates of pay.

INS 01 equivalent to SO MAO 11

INS 02 equivalent to SO MAO 12

Wage increases as follows:

2018 the greater of 3% or CPI

2019 the greater of 3% or CPI

2020 the greater of 3% or CPI

2021 the greater of 3% or CPI

Appendix E

Coast Guard College officer cadets

*1. The provisions of Article 10: check-off, Article 11: officers representatives, **Article 12: statement of duties**, Article 13: information, Article 14: information for officers, Article 15: provision of bulletin board space, Article 18: grievance procedure, **Article 19: leave general**, **Article 21: designated holidays**, Article 22: sick leave with pay, **Article 23: other types of leave with or without pay**, Article 26: safety and health, when an officer cadet is serving aboard a vessel during sea phase training period, Article 28 : marine disaster, **Article 30: hours of work, and Article 41: uniforms and footwear**.*

5. Replace monthly allowance with SO-MAO-TO rates of pay.

6. Replace Sea training allowance with SO-MAO-01 rates of pay. These rates of pay shall apply to the work system of the cadets assigned sea training vessel.

Appendix F Special Allowances

Rescue Specialist Allowance adjustment to \$275.

Increase all Appendix F Special Allowances as follows:

2018 the greater of 3% or CPI

2019 the greater of 3% or CPI

2020 the greater of 3% or CPI

2021 the greater of 3% or CPI

Appendix F Special Allowances

New Remote Service Allowance

Officers required to serve on vessels that are assigned to remote locations shall receive a Remote Service Allowance of \$39.12 for each day or part thereof spent operating and or travelling at or above 60 degrees north or beyond 200 nm from shore.

Appendix G

Extra Responsibility Allowance

*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 **Naval Large Tugs (NLTs)** and “S” Class torpedo and ship ranging vessels, or as a DND Dockyard pilot or as an **Instructor at the Canadian Coast Guard College shall be paid an extra responsibility allowance based on the sub-group and level prescribed or INS classification equivalent** in his /her certificate of appointment as follows:*

Sub-group and Level	Extra Responsibility Allowance
SO-MAO 12	18% of Final Increment Annual rate of pay
SO-MAO 11	18% of Final Increment Annual rate of pay
SO-MAO 10	18% of Final Increment Annual rate of pay
SO-MAO 9	18% of Final Increment Annual rate of pay
SO-MAO 8	18% of Final Increment Annual rate of pay
SO-MAO 7	18% of Final Increment Annual rate of pay
SO-MAO 6	18% of Final Increment Annual rate of pay
SO-MAO 5	18% of Final Increment Annual rate of pay

Appendix H

Lay-days General

b. Officers will be informed 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 and officers will receive time and one -half the hourly rate of pay in cash in addition to their regular rate of pay for all days worked up to the normal start of their scheduled work.

Appendix H

Lay-days General

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

Appendix H

Lay-days General:

f. New. Scheduled shifts shall not exceed a period of twenty-eight (28) days. Special operational programs or charters that are longer than twenty-eight (28) days can only be scheduled upon mutual agreement between the employer and the bargaining agent. Under such exceptional circumstances, the officer will be paid the applicable overtime rate of pay for all days worked exceeding twenty-eight (28) days. At no time will cost be considered an exceptional circumstance for extending the length of a shift. Regardless of operational requirements, no shift shall be scheduled to be more than forty-two (42) days in length.

Appendix H

Lay-days General

g. New. Officers that are required to work on their scheduled lay days will be paid at a rate of time and one half (1 ½) for each day worked until their regular work schedule begins. The lay day earned, and the overtime rate of pay earned on these days will be considered compensatory time.

Article 24 Travelling Time Appendix H

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 nine (9) hours' pay at the applicable overtime rate. If after nine (9) hours of travel, the employer cannot provide a rest stop and the officer is required to travel beyond nine (9) hours, the officer shall be paid the double time rate of pay for the excess hours of travel.

Should the officer not be able to return to their residence after 9 hours of travel, the officer will be entitled to a rest stop and the NJC Travel Directive shall apply, and the employer shall be responsible for all respective expenses as per the Directive.

A suitable hot meal shall be provided for all crew change travel in excess of four (4) hours duration.

All travel for an officer between their residence and their home port for crew changes shall be entitled to the NJC Travel Directive to a maximum of \$500 per direction per crew change.

Appendix H

Article 30 hours of work and overtime

Article 30 1(a) Subject to clauses 30.08 and 30.11 and 30.07 a) and b) should an officer be called out to perform overtime work which occurs more than one hour after they have finished their regular on duty watch, they will be entitled to three (3) hours at the applicable overtime rate. The officer will be entitled to the applicable hourly overtime rate for all hours worked beyond three (3) hours. Should an officer be called out for a second time within the three (3) hour time period they will not be entitled to another three (3) hours of pay, in other words, there will not be any pyramiding of time.

An officer performing overtime work which commences in the first hour after their regular on duty watch and which ceases before the expiration of one (1) hour shall nevertheless be credited with one (1) hour's overtime.

Appendix H

Article 30 hours of work and overtime

Article 30 1(c). An officer shall be entitled to compensation at time and one-half (1 ½) 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/she shall be paid at the double time rate (2T) for all hours worked, including regularly scheduled hours, in excess of eighteen (18) hours, until the officer has six (6) consecutive hours of rest.

Appendix J

Article 30 Hours of work and overtime

*Article 30 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. **For those hours worked beyond a normal working day, double time compensation shall apply as per Article 30.08.***

Appendix K

Article 23 - Volunteer Leave

Article 23 New. Subject to operational requirements as determined by the Employer and with an advanced notice of at least five (5) working days, the officer shall be granted, in each fiscal year, a single period of leave with pay, equivalent to the officer's normally scheduled hours of work, 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.

Appendix K

Article 23 - Personal Leave

New. Subject to operational requirements as determined by the Employer and with an advanced notice of at least five (5) working days, the officer shall be granted, in each fiscal year, a single period of leave with pay, equivalent to the officer's normally scheduled hours of work, for reasons of a personal nature.

Article 30 Hours of work and overtime Appendix K

Hours of Work

Article 30 (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.~~

Article 30 Hours of work and overtime Appendix K

Hours of Work

Article 30 (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 hours of work shall be between 0600 and 1800 hours and officers shall be given forty-eight (48) hours’ notice of any change in scheduled starting time.

Appendix K

Article 30 Hours of work and overtime

Article 30 f.

(f) An officer is entitled to compensation at double (2) time for all overtime worked.

Delete:

(f) (1),

(f) (2),

and

(f) (3)

LOU 13-3 Travel for officers in a regional pool

Add: Where an officer does not live near his/her home port, the employer will pay all reasonable travel expenses to/from the vessel.

Where an officer is required to work in a shoreside position, the employer shall pay all reasonable travel and accommodation (as required) expenses incurred, as per the NJC Travel Directive.

LOU 13-4 Variable Hours of Work

2. Designated paid holidays

Add:

A designated paid holiday shall be equivalent to the officer's normally scheduled hours of work.

LOU 13-5 Training

Short term training

Add. When an officer is required to take training on their scheduled lay days, he/she will be paid at one and one half (1 ½) times the hourly rate of pay. The officer will have the option to bank this time as compensatory leave or take it in cash.

Other

Officers on training shall be reimbursed as per the NJC Travel Directive for all reasonable travel expenses incurred.

MOU Special Lay Day Bank: 65-day cap

Amend as follows:

E. Add: 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 or converting to compensatory leave, a lay-day will equal the lay-day rate of pay multiplied by one decimal five (1.5).

NEW MOU

The Canadian Merchant Service Guild wishes to discuss modifying language regarding retroactivity to be more efficient.

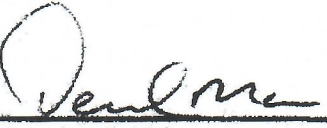
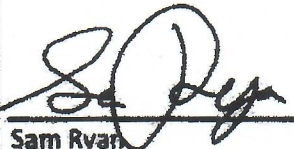

**LETTER OF AGREEMENT
BETWEEN
THE CANADIAN MERCHANT SERVICE GUILD
AND
THE CANADIAN COAST GUARD
(the parties)
WITH RESPECT TO
CCG ENGINEERS AND ELECTRICAL OFFICERS
WORKING ASHORE ON SHORT TERM ASSIGNMENTS
TO ASSIST WITH
VESSEL LIFE EXTENSION (VLE) OR MAJOR REFIT ACTIVITIES**

In support of Canadian Coast Guard's Fleet Maintenance Program, Integrated Technical Services (ITS) requires a project management team supported by CCG Engineers and Electrical Officers to occasionally assist with Vessel Life Extension (VLE) or major refit activities through short term assignments. Due to shortages of Engineers holding mid to higher level certificates and considering that their expertise is essential to developing robust specifications for VLE work to ensure continued Fleet operations, ITS occasionally requests shore-based assignments be undertaken by these Engineers and Electrical Officers during their OFF-cycles. These seagoing employees normally work on the Lay-Day Crewing System and are subject to the Terms and Conditions of the Ships' Officers (SO) Collective Agreement.

The parties have agreed that in such circumstances, notwithstanding certain articles of the Collective Agreement, the following provisions shall apply during the short-term, shore-based work described above:

1. The Officer shall remain in their normal schedule of ON-cycle and OFF-cycle periods and shall continue to use one lay-day during each day of the OFF-cycle whether or not work is being performed ashore in accordance with this Letter of Agreement.
2. During those periods that the work described above takes place during the OFF-cycle portion of the schedule, the Officer will be compensated for this work at the time-and-one-half (1 ½) rate of pay for each hour worked up to 8 hours in one day.
3. Hours worked in excess of 8 hours in one day shall be paid at the double-time (2) rate of pay.
4. For the purpose of the circumstances described in this Letter of Agreement, these overtime entitlements apply equally to Officers who are subject to Appendix "G", "Extra Responsibility Allowance" and Officers who are not subject to Appendix "G".
5. The parties agree that the overtime payment referred to in this Letter of Agreement shall be paid out and shall not be eligible to be banked as compensatory leave.

6. The payment of this overtime shall be made in accordance with Article 35.08 of the Ships Officer's Collective Agreement.
7. This arrangement must be entered into without coercion and with the understanding and concurrence of the Officer concerned.
8. An Officer undertaking such work shall be required to provide the employer with confirmation in writing (or by e-mail) to having read and agreed that the contents and the conditions of this Letter of Agreement between CMSG and CCG effective May 1, 2018 fully applies to the work they will be performing.
9. The number of days of work described in this Letter of Agreement shall not exceed 90 days in any calendar year for each individual Officer.
10. This Letter of Agreement shall be for a period of 24 months from the effective date and may be renewed or revised by mutual agreement.

Signed by:		
Director General, Operations Canadian Coast Guard	Director General, Integrated Technical Services Canadian Coast Guard	National President Canadian Merchant Service Guild
		
Gregory A. Lick	Sam Ryan	Mark Boucher
APR 27 2018	MAY 16 2018	16 May 2018
Date: _____	Date: _____	Date: _____

**LETTRE D'ENTENTE
ENTRE
LA GUILDE DE LA MARINE MARCHANDE DU CANADA
ET
LA GARDE CÔTIÈRE CANADIENNE
(les parties)
EN CE QUI CONCERNE
LES INGÉNIEURS DE LA GCC ET LES OFFICIERS ÉLECTRICIENS
TRAVAILLANT À TERRE POUR UNE AFFECTATION DE COURTE DURÉE
AFIN DE PARTICIPER AUX TRAVAUX DE
PROLONGEMENT DE VIE DES NAVIRES (PVN) OU DE RADOUB MAJEUR**


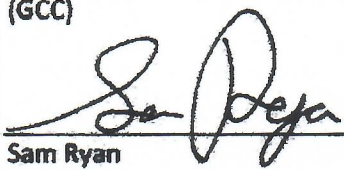
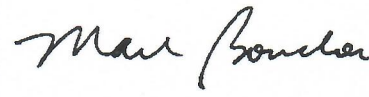
À l'appui du Programme d'entretien de la flotte de la Garde côtière canadienne (GCC), les Services techniques intégrés (STI) ont besoin d'une équipe de gestion de projet appuyée par des techniciens de la GCC et des officiers électriciens afin de participer occasionnellement aux travaux de prolongement de vie des navires (PVN) ou de radoub majeur pendant des affectations à court terme. En raison d'une pénurie d'ingénieurs titulaires de brevets de niveau intermédiaire à supérieur et compte tenu du fait que leur expertise est indispensable à l'élaboration de spécifications rigoureuses pour les travaux de PVN pour assurer la continuité des activités de la Flotte, les STI demandent parfois à des ingénieurs et des officiers électriciens de travailler en affectation à des postes à terre pendant leurs cycles de repos. Ces employés du personnel naviguant travaillent habituellement selon le système d'accumulation des jours de relâche et ils sont assujettis aux modalités et conditions de travail de la convention collective des officiers de navire.

Les parties ont convenu que dans de telles circonstances, nonobstant certains articles de la convention collective, les dispositions suivantes doivent s'appliquer au cours des travaux à terre réalisés dans le cadre d'une affectation de courte durée telle que décrite ci-dessus :

1. L'officier doit conserver son horaire de travail habituel de cycle de travail et cycle de repos et doit continuer à utiliser un jour de relâche pour chaque jour de la période de repos, que le travail soit effectué à terre ou non, conformément à la présente lettre d'entente.
2. Au cours des périodes où les travaux décrits ci-dessus sont réalisés pendant la portion du cycle de repos, l'officier sera rémunéré à tarif et demi (1 ½) pour chaque heure travaillée, jusqu'à 8 heures par jour.
3. Les heures travaillées en sus de ces 8 heures par jour doivent être rémunérées à tarif double (2) au taux de rémunération habituel de l'officier.
4. Dans les circonstances spécifiées dans la présente lettre d'entente, ces indemnités relatives aux heures supplémentaires s'appliquent de la même manière aux officiers qui

sont assujettis à l'Annexe « G », « Indemnité de responsabilités supplémentaires » et aux officiers qui ne sont pas assujettis à l'Annexe « G ».

5. Les parties conviennent que les heures supplémentaires visées dans la présente lettre d'entente doivent être rémunérées et ne doivent pas être admissibles à la mise en banque à titre de congés compensateurs.
6. La rémunération de ces heures supplémentaires doit être effectuée conformément à l'article 35.08.
7. Cette entente doit être conclue sans contrainte et avec la compréhension et l'accord de l'officier concerné.
8. Il convient de demander aux officiers affectés à ce type de postes de fournir à l'employeur une confirmation par écrit (ou par courriel) déclarant qu'ils ont lu cette lettre d'entente entre la GCC et la Guilde de la marine marchande du Canada en vigueur à compter du 01 mai 2018 et qu'ils acceptent que son contenu et les conditions énoncées s'appliquent pleinement aux travaux qu'ils vont réaliser.
9. Pour chaque officier, le nombre de jours de travail décrit dans cette lettre d'entente ne peut dépasser 90 jours au cours d'une année civile.
10. Cette lettre d'entente est valide pendant vingt-quatre mois à partir de la date d'entrée en vigueur; elle peut être modifiée ou l'annuler par consentement mutuel.

Signé par :		
Directeur général, Opérations Garde côtière canadienne	Directeur général, Services techniques intégrés Garde côtière canadienne (GCC)	Président national Guilde de la marine marchande du Canada
		
Gregory A. Lick	Sam Ryan	Mark Boucher
Date : <u>APR 27 2018</u>	Date : <u>MAY 16 2018</u>	Date : <u>16 May 2018</u>


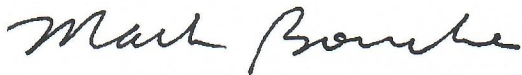
**LETTER OF AGREEMENT
BETWEEN
THE CANADIAN MERCHANT SERVICE GUILD
AND
THE CANADIAN COAST GUARD
(the parties)
WITH RESPECT TO
Certain CCG Commanding Officers
and Senior Officers in the SO-Group
WORKING ASHORE ON SHORT TERM ASSIGNMENTS**

CCG Senior Ships' Officers and certain Commanding Officers are occasionally requested to perform short-term, shore-based assignments to provide assistance with competitions, selection processes and other duties. The qualifications and years of experience of senior Officers are in some cases essential to certain shore-based activities that are an important component of overall CCG operations. These short-term assignments may be undertaken by these Officers during their OFF-cycle. These seagoing employees normally work on the Lay-Day Crewing System subject to Appendix "H" of the Ships' Officers (SO) Collective Agreement.

The parties have agreed that in such circumstances, notwithstanding certain articles of the Collective Agreement, the following provisions shall apply during the short-term, shore-based work described above:

1. The Officer shall remain in their normal schedule of ON-cycle and OFF-cycle periods and shall continue to use one lay-day during each day of the OFF-cycle whether or not work is being performed ashore in accordance with this Letter of Agreement.
2. During those periods that the work described above takes place during the OFF-cycle portion of the schedule, the Officer will be compensated for this work at the time-and-one-half (1.5x) rate of pay for each hour worked up to 8 hours in one day.
3. During the scheduled OFF-cycle, hours worked in excess of 8 hours in one day shall be paid at the double-time (2x) rate of pay.
4. For the purpose of the circumstances described in this Letter of Agreement, these overtime payment entitlements apply equally to Commanding Officers and Officers who are subject to Appendix "G" "Extra Responsibility Allowance" and Officers who are not subject to Appendix "G".

5. The parties agree that the overtime payment referred to in this Letter of Agreement shall be paid out and shall not be eligible to be banked as compensatory leave.
6. The payment of this overtime shall be made in accordance with Article 30.06 (c) and (d), Article 30.07 (a) and (b) and Article 35.08 of the Ships' Officers Collective Agreement.
7. This arrangement must be entered into without coercion and with the understanding and concurrence of the Officer concerned.
8. An Officer undertaking such work shall be required to provide the employer with confirmation in writing (or by e-mail) of having read and agreed that the contents and the conditions of this Letter of Agreement between CMSG and CCG effective May 1, 2018 fully applies to the work they will be performing.
9. The number of days of work described in this Letter of Agreement shall not exceed 90 days in any calendar year for each individual Officer.
10. This Letter of Agreement shall be valid for a period of 24 months from the effective date and may be renewed or revised by mutual agreement.

Director General, Operations Canadian Coast Guard	National President Canadian Merchant Service Guild
	
for Gregory A. Lick	Mark Boucher
Date: <u>APR 27 2018</u>	Date: <u>27 April 2018</u>

**LETTRE D'ENTENTE
ENTRE
LA GUILDE DE LA MARINE MARCHANDE DU CANADA
ET
LA GARDE CÔTIÈRE CANADIENNE
(les parties)
EN CE QUI CONCERNE
CERTAINS COMMANDANTS ET OFFICIERS SUPÉRIEURS
ASSUJETTIS À LA CONVENTION COLLECTIVE DES OFFICIERS DE NAVIRE
TRAVAILLANT À TERRE POUR UNE AFFECTATION DE COURTE DURÉE**

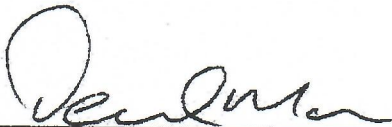

Les officiers supérieurs et certains commandants de navire de la Garde côtière canadienne sont parfois appelés à travailler en affectation à terre à court terme afin de réaliser certaines tâches et apporter de l'assistance notamment lors de l'élaboration des processus de recrutement et des processus de sélection de personnel, ou pour d'autres fonctions particulières. Dans certains cas, leurs qualifications et expertise sont indispensables à l'élaboration de certaines activités terrestres qui touchent l'ensemble des opérations de la GCC. Ces activités sont parfois menées pendant le cycle de repos des officiers visés qui travaillent habituellement selon le système d'accumulation des jours de relâche et ils sont assujettis aux modalités et conditions de travail de la convention collective des officiers de navire.

Les parties ont convenu que dans de telles circonstances, nonobstant certains articles de la convention collective, les dispositions suivantes doivent s'appliquer au cours des travaux à terre réalisés dans le cadre d'une affectation de courte durée telle que décrite ci-dessus :

1. L'officier doit conserver son horaire de travail habituel de cycle de travail et cycle de repos et doit continuer à utiliser un jour de relâche pour chaque jour de la période de repos, que le travail soit effectué à terre ou non, conformément à la présente lettre d'entente.
2. Au cours des périodes où les travaux décrits ci-dessus sont réalisés pendant la portion du cycle de repos, l'officier sera rémunéré à tarif et demi (1 ½) pour chaque heure travaillée, jusqu'à 8 heures par jour.
3. Pendant les périodes de repos, les heures travaillées en sus de ces 8 heures par jour, doivent être rémunérées à tarif double (2) au taux de rémunération habituel de l'officier.
4. Dans les circonstances spécifiées dans la présente lettre d'entente, le droit au paiement des indemnités relatives aux heures supplémentaires s'appliquent de la même manière

aux officiers de navire qui sont assujettis à l'Annexe « G », « Indemnité de responsabilités supplémentaires » et aux officiers qui ne sont pas assujettis à l'Annexe « G ».

5. Les parties conviennent que les heures supplémentaires visées dans la présente lettre d'entente doivent être rémunérées et ne doivent pas être admissibles à la mise en banque à titre de congés compensateurs.
6. La rémunération de ces heures supplémentaires doit être effectuée conformément aux articles 30.06 (c et d), Article 30.07 (a et b) ainsi qu'à l'article 35.08.
7. Cette entente doit être conclue sans contrainte et avec la compréhension et l'accord de l'officier concerné.
8. Il convient de demander aux officiers affectés à ce type de postes de fournir à l'employeur une confirmation par écrit (ou par courriel) déclarant qu'ils ont lu cette lettre d'entente entre la GCC et la Guilde de la marine marchande du Canada en vigueur à compter du 01 mai 2018 et qu'ils acceptent que son contenu et les conditions énoncées s'appliquent pleinement aux travaux qu'ils vont réaliser.
9. Pour chaque officier, le nombre de jours de travail décrit dans cette lettre d'entente ne peut dépasser 90 jours au cours d'une année civile.
10. Cette lettre d'entente est valide pendant vingt-quatre mois à partir de la date d'entrée en vigueur; elle peut être modifiée ou l'annuler par consentement mutuel.

Directeur général, Opérations Garde côtière canadienne	Président national Guilde de la marine marchande du Canada
	
Gregory A. Lick	Mark Boucher
Date : <u>APR 27 2018</u>	Date: <u>27 April 2018</u>