



Groups:

Wages 84-11-GI

SHIPS' CREWS
(supervisory and
non-supervisory)

SOURCE	<i>T. Reilly</i>		
EFF.	<i>86</i>	<i>10</i>	<i>02</i>
TERM.	<i>87</i>	<i>12</i>	<i>31</i>
No. OF EMPLOYEES	<i>2115</i>		
NOMBRE D'EMPLOYES	<i>RW</i>		

Group Specific Agreements
between the Treasury Board
and the Public Service Alliance
of Canada

Codes: 662/86
612/86

Expiry date:
December 31, 1987

SEP - 4 1987

Canada

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GROUP SPECIFIC AGREEMENTS

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BETWEEN

THE TREASURY BOARD

AND

THE PUBLIC SERVICE ALLIANCE OF CANADA

GROUPS: SHIPS' CREWS (SUPERVISORY)
SHIPS' CREWS (NON-SUPERVISORY)

CODES: 662/86
612/86

EXPIRY DATE: DECEMBER 31, 1987

ADMINISTRATION OF COLLECTIVE AGREEMENT



1. Under the terms of an agreement reached between the President of the Treasury Board and the Public Service Alliance of Canada (the Alliance) in July, 1985, the parties agreed to a two-tier system of bargaining to apply to all members of Alliance bargaining units for which the Treasury Board represents the Employer.
2. The first tier will consist of a single Master Agreement having its own expiry date, to be negotiated for all Alliance bargaining units and will incorporate terms and conditions of employment not included in matters to be negotiated at the second tier.
3. The second tier will consist of individual and separate collective agreements (Group Specific collective agreements) to be negotiated with each of the bargaining units with each having its own expiry date as negotiated by the parties.
4. The attached Group Specific collective agreements signed on October 2, 1986 reflects certain terms and conditions of employment that have been agreed to at the second tier as a result of negotiations between the Treasury Board of Canada and the Public Service Alliance of Canada on behalf of employees in the Ships' Crews bargaining units.
5. The articles and clauses identified in these Group Specific collective agreements replace and supersede certain articles and clauses in the Ships' Crews collective agreements signed between the Alliance and the Employer on June 26, 1981 which were extended by the Public Sector Compensation Restraint Act and which expired on October 31, 1984. Except for those articles and clauses which are

replaced and superseded by the Group Specific collective agreement, all remaining articles and clauses of the expired collective agreement shall remain in force until such time as a Master Agreement is signed. Until a Master Agreement is signed, it will be both the Ships' Crews Group Specific supervisory and non-supervisory collective agreements and the expired collective agreements which will represent terms and conditions of employment for the Ships' Crews bargaining units.

6. Consequently, the attached Group Specific collective agreements must be retained with the expired collective agreements until a Master Agreement is signed at which time the expired collective agreements will cease to have application. Upon signing of a Master Agreement, it will be the attached Ships' Crews Group Specific collective agreements in conjunction with the Master Agreement which will represent terms and conditions of employment for the Ships' Crews bargaining units.

THE TREASURY BOARD

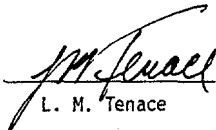
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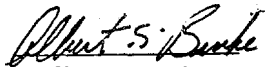
CANADA

THE PUBLIC SERVICE ALLIANCE

OF

CANADA


L. M. Tenace


Albert S. Burke

GROUP SPECIFIC AGREEMENT

BETWEEN



THE TREASURY BOARD

AND

THE PUBLIC SERVICE ALLIANCE OF CANADA

GROUP: SHIPS' CREWS
(SUPERVISORY)

CODE: 662/86

EXPIRY DATE: DECEMBER 31, 1987

NOTA BENE:

The provisions of the Collective Agreement covering the employees of the Ships' Crews Group (Supervisory) are identical except for the following, to the provisions contained in the Ships' Crews Group (Non-Supervisory) Collective Agreement.

ARTICLE 1

PURPOSE AND SCOPE OF AGREEMENT

Delete Article 1 "Purpose of Agreement" in its entirety from the collective agreement signed between the Alliance and the Employer on June 26, 1981, which was extended by the Public Sector Compensation Restraint Act and which expired on October 31, 1984 and replace by the following:

- ** 1.01** The purpose of this Group Specific Agreement is to set forth certain terms and conditions of employment including rates of pay for all employees described in the certificate issued by the PSSRB on the 15th day of July, 1968 covering employees on the Ships' Crews Group (supervisory).
- ** 1.02** The Master Agreement shall establish certain terms and conditions which shall form part of this Agreement.
- ** 1.03** In the event there is a conflict between this Agreement and the Master Agreement with the exception of expiry dates and except where specifically modified by this Agreement through an exception made pursuant to Article 1.03(a) of the Master Agreement, the Master Agreement shall prevail.

ARTICLE 2

INTERPRETATION AND DEFINITIONS

Delete Article 2 "Interpretation and Definitions" in its entirety from the collective agreement signed between the Alliance and the

Employer on June 26, 1981, which was extended by the Public Sector Compensation Restraint Act and which expired on October 31, 1984 and replace by the following:

2.01

- (c) "bargaining unit" means the employees of the Employer in the Ships' Crews Group, Operational Category, whose duties include the supervision of other employees in that occupational group, as described in the certificate issued by the Public Service Staff Relations Board on July 15, 1968.

ARTICLE 8

RECOGNITION

Delete Article 8 "Recognition" in its entirety from the collective agreement signed between the Alliance and the Employer on June 26, 1981, which was extended by the Public Sector Compensation Restraint Act and which expired on October 31, 1984 and replace by the following:

8.01 The Employer recognizes the Alliance as the exclusive bargaining agent for all employees described in the certificate issued by the Public Service Staff Relations Board on the fifteenth (15th) day of July, 1968, covering employees of the Ships' Crews (Supervisory) Group whose duties include the supervision of other employees in that occupational group.

SIGNED AT OTTAWA, this 2nd day of the month of
October 1986.

THE TREASURY BOARD

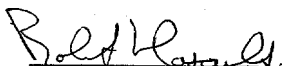
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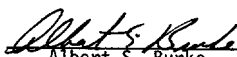
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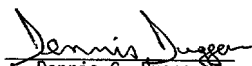
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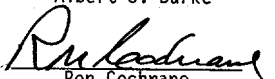
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CANADA

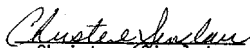

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Albert S. Burke

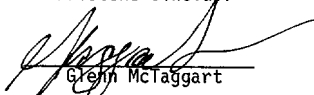

Dennis G. Duggan


Ron Cochrane


A.D. Boettger



Christene Sinclair

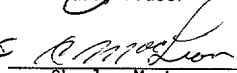

Rita Chantigny

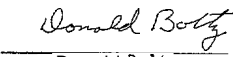

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Capt. A.G. Nelson


Garry Fraser


Ian Sacré


Chesley MacLean


Donald Boltz

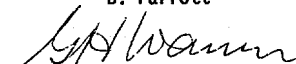


Wayne Elliott

THE TREASURY BOARD

OF

CANADA



B. Parrott
Captain G.H. Warren C.M.

Yves Dupuis

THE PUBLIC SERVICE ALLIANCE

OF

CANADA



William Ireland

GROUP SPECIFIC AGREEMENT

BETWEEN

THE TREASURY BOARD

AND

THE PUBLIC SERVICE ALLIANCE OF CANADA

**GROUP: SHIPS' CREWS
(NON-SUPERVISORY)**

CODE: 612/86

EXPIRY DATE: DECEMBER 31, 1987

(i)

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**Asterisks denote changes from previous Collective Agreement.

ARTICLE 1PURPOSE AND SCOPE OF AGREEMENT

Delete Article 1 "Purpose of Agreement" in its entirety from the collective agreement signed between the Alliance and the Employer on June 26, 1981, which was extended by the Public Sector Compensation Restraint Act and which expired on October 31, 1984 and replace by the following:

- ** 1.01 The purpose of this Group Specific Agreement is to set forth certain terms and conditions of employment including rates of pay for all employees described in the certificate issued by the PSSRB on the 15th day of July, 1968 covering employees on the Ships' Crews Group (Non-Supervisory)
- ** 1.02 The Master Agreement shall establish certain terms and conditions which shall form part of this Agreement.
- ** 1.03 In the event there is a conflict between this Agreement and the Master Agreement with the exception of expiry dates and except where specifically modified by this Agreement through an exception made pursuant to Article 1.03(a) of the Master Agreement, the Master Agreement shall prevail.

ARTICLE 2INTERPRETATION AND DEFINITIONS

Delete sub-clauses 2.01 (b), (c), (d), (g), (l), (m), (q) and (r) from the collective agreement signed between the Alliance and the Employer on June 26, 1986, which was extended by the Public Sector Compensation Restraint Act and which expired on October 31, 1984 and replace by the following:

2.01 For the purpose of this Agreement,

- (b) "allowance" means compensation payable for the performance of special or additional duties;
- (c) "annual rate of pay" means an employee's monthly rate of pay multiplied **by** twelve (12);
- (d) "bargaining unit" means the employees of the Employer in the Ships' Crews Group, Operational Category, other than employees whose duties include the supervision of other employees in that occupational group, as described in the certificate issued by the Public Service Staff Relations Board on July 15, 1968;
- (g) "day" in relation to an employee means a twenty-four (24) hour period during which that employee is normally required to perform the duties of his position and commences:

** (i) at the designated crew change time for operations subject to clause 22.03 (400 Class Cutters only), sub-clauses 22.04(a)(i) and (ii) and clause 22.05, and Appendix D;

and

** (ii) at 00:01 for all other operations.

- (l) "home port" means the vessel's home port as designated by the user departments and/or the geographic location to which an employee is normally assigned;
- (m) "hourly rate of pay" means an employee's monthly rate of pay multiplied by twelve (12) and divided by 2087.04;
- (q) "remuneration" means pay and allowances;

and

- (r) "weekly rate of pay" means an employee's monthly rate of pay multiplied by twelve (12) and divided by 52.176.

ARTICLE 8

RECOGNITION

Delete Article 8 "Recognition" in its entirety from the collective agreement signed between the Alliance and the Employer on June 26, 1981, which was extended by the Public Sector Compensation Restraint Act and which expired on October 31, 1984 and replace by the following:

8.01 The Employer recognizes the Alliance as the exclusive bargaining agent for all employees described in the certificate issued by the Public Service Staff Relations Board on the fifteenth (15th) day of July, 1968, covering employees of the Ships' Crews (Non-Supervisory) Group other than employees whose duties include the supervision of other employees in that occupational group.

ARTICLE 16

VACATION LEAVE WITH PAY

Delete Article 16 "Vacation Leave With Pay" (except clause 16.15) from the collective agreement signed between the Alliance and the Employer on June 26, 1981, which was extended by the Public Sector Compensation Restraint Act and which expired on October 31, 1984 and replace by the following:

16.01 Vacation Year

The vacation year shall be from April 1st to March 31st, of the following calendar year inclusive.

16.02 Accumulation of Vacation Leave Credits

An employee shall earn vacation leave at the following rates for each calendar month for which he receives at least eighty (80) hours' pay for employees subject to clause 22.01, at least ninety-three (93) hours' pay for employees subject to clause 22.03 and at least eighty-four (84) hours' pay for employees subject to clauses 22.04 and 22.05.

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- ** (a) effective April 1, 1986, one and one quarter ($1\frac{1}{4}$) days per month until the month in which his ninth (9th) anniversary of continuous employment occurs;

or

- 0904
- ** (b) effective April 1, 1986, one and two-thirds ($1\frac{2}{3}$) days per month commencing with the month in which his ninth (9th) anniversary of continuous employment occurs;

or

- 2005
- ** (c) effective April 1, 1986, two and one-twelfth ($2\frac{1}{12}$) days per month commencing with the month in which his twentieth (20th) anniversary of continuous employment occurs;

- (d) however, an employee who is entitled to or who has received furlough leave shall have the vacation leave credits earned under this Article, reduced by five-twelfths ($\frac{5}{12}$ ths) of a day per month from the beginning of the month in which the employee completes twenty (20) years of continuous employment until the beginning of the month in which the employee completes twenty-five (25) years of continuous employment.

16.03 An employee shall have his accrued days of vacation leave with pay converted to hourly credit by multiplying the number of days by eight (8) hours for

employees subject to clause 22.01, by nine point three (9.3) hours for employees subject to clause 22.03 and by eight point four (8.4) hours for employees subject to clauses 22.04 and 22.05.

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

16.05 Should an employee leave the Ships' Crews Group or should clauses 22.01, 22.03, 22.04 and 22.05 be modified, the employee's credits will be converted to days by dividing the number of hours by eight (8) for employees subject to clause 22.01, by nine point three (9.3) for employees subject to clause 22.03 and by eight point four (8.4) for employees subject to clauses 22.04 and 22.05 and adjusting it upwards to the nearest half day.

Entitlement to Vacation Leave With Pay

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

Scheduling of Vacation Leave With Pay

16.07 The Employer shall give the employee as much notice as is practicable that a request for vacation or furlough leave has or has not been approved. If the leave is not approved, the employee shall be **so** advised,

16.08 Representatives of the Alliance shall be given the opportunity to consult with representatives of the Employer on vacation schedules.

16.09 Employees are expected to take all their vacation leave during the vacation year in which it is earned.

16.10 Subject to operational requirements, the Employer shall make every reasonable effort to schedule the employee's vacation leave in the vacation year in which it is earned and in a manner acceptable to the employees.

16.11 When during a period of vacation leave an employee is granted bereavement leave with pay, leave with pay because of illness in the immediate family or sick leave with pay on production of a medical certificate, the period of vacation leave so displaced will either be added to the vacation period if requested by the employee and approved by the Employer or reinstated to the employee's credit for use at a later date.

16.12 Carry-over Provisions 20/1

(a) Vacation leave credits not liquidated in the vacation year they are earned, shall be carried over into the following vacation year.

** (b) 55E/1 During any vacation year, upon application and with the concurrence of the Employer, earned but unused vacation leave credits in excess of 15 days may be paid in cash at the employee's daily rate calculated from the classification prescribed in his certificate of appointment of his substantive position on March 31 of the previous vacation year.

** (c) (i) Notwithstanding 16.12(b) and subject to 16(c)(ii), earned but unused vacation leave credits outstanding at the end of the vacation year for employees subject to the Appendix governing the Lay-Day Operational Manning system, shall be paid in cash at the request of the employee and the discretion of the Employer at the

employee's daily rate of pay as calculated from the classification prescribed in his certificate of appointment on the last day of the vacation year.

**

- (ii) Earned but unused vacation leave to the employee's credit on the date of signing of this agreement may, at the request of the employee and at the discretion of the Employer, be paid in cash at the employee's daily rate of pay as calculated from the classification described in his certificate of appointment on March 31st of the previous vacation year.

16.13 Recall from Vacation Leave with Pay

- (a) When, during any period of vacation leave, an employee is recalled to duty, he shall be reimbursed for reasonable expenses, as normally defined by the Employer, that he incurs:

(i) in proceeding to his place of duty,

and

(ii) in returning to the place from which he was recalled if he immediately resumes vacation upon completing the assignment for which he **was** recalled,

after submitting such accounts as are normally required by the Employer.

- (b) The employee shall not be considered as being on vacation leave during any period in respect of which he is entitled under sub-clause 16.13 (a) to be reimbursed for reasonable expenses incurred by him.

Leave When Employment Terminates

16.14 When an employee dies or otherwise ceases to be employed, he or his estate shall be paid an amount equal to the product obtained by multiplying the number of hours of earned but unused vacation and furlough leave with pay to his credit by the hourly rate of pay as calculated from the classification prescribed in his certificate of appointment on the date of the termination of his employment, except that the Employer shall grant the employee any vacation and furlough leave earned but not used by him before the employment is terminated by lay-off if the employee so requests because of a requirement to meet minimum continuous employment requirements for severance pay.

16.16 Notwithstanding clause 16.14, an employee whose employment is terminated by reason of a declaration that he abandoned his position is not entitled to receive the payment referred to in clause 16.14, unless he requests it within six (6) months following the date upon which his employment is terminated.

16.17 Advance Payments

When an employee who is paid through a local pay office is granted vacation leave which includes one (1) or more regular pay days, and provided that the employee has given notice in writing sufficiently in advance as the Employer may require in different circumstances, the Employer will make every reasonable effort to release to the employee not later than on his last working day preceding such leave, the net pay entitlement due on those regular pay days. Any overpayment in respect of such pay advances shall be an immediate first charge against any monies owed the employee and shall be recovered in full.

ARTICLE 18UNIFORMS AND SAFETY FOOTWEAR

Delete Article 18 "Uniforms and Safety Footwear" in its entirety from the collective agreement signed between the Alliance and the Employer on June 26, 1981, which was extended by the Public Sector Compensation Restraint Act and which expired on October 31, 1984 and replace by the following:

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

ARTICLE 22HOURS OF WORK AND OVERTIME

Delete Article 22 "Hours of Work and Overtime" in its entirety (except for clauses 22.11 and 22.17) from the collective agreement signed between the Alliance and the Employer on June 26, 1981, which was extended by the Public Sector Compensation Restraint Act and which expired on October 31, 1984 and replace by the following:

22.01 Hours of Work

Except as otherwise provided in clauses 22.03 and 22.04, the hours of work shall be:

(a) eight (8) hours per day,

and

34/4000

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

22.02 Employees whose hours of work are in accordance with clause 22.01 and who are not working standard watches shall **perform** their daily hours of work within a twelve (12)-hour period as determined from time to time by the Master. For employees other than those assigned to the Stewards Department these hours shall be consecutive except for meal periods.

22.03 Lifeboat Services, 110, 111 and 400 Class Cutters

To meet operational requirements:

- (a) An employee on "on call" duty shall be entitled to compensation at one-sixth ($1/6$) of his straight-time rate for each completed one-half ($\frac{1}{2}$) hour of 'on call' duty. When an employee is required to perform work, "on call" duty pay shall not apply.

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

- (b) Subject to sub-clause 22.13 (d), an employee shall be entitled to compensation at the rate of time and one-half ($1\frac{1}{2}$) for time worked in excess of eight (8) hours in a day, or on his days of rest.
- (c) An employee must be available for work at all times while on 'on call' duty.

49
8600

22.04 "R" and "S" Class Cutters, Mallard and Moorhen Class Cutters Fire Tugs and DND Security Watch Patrol

- (a) This clause applies to:
- (i) "R" and "S" Class Cutters engaged primarily in Search and Rescue operations;
 - (ii) Mallard and Moorhen Class Cutters engaged primarily in Search and Rescue operations;
 - (iii) Fire Tugs;
- and
- (iv) DND Security Watch Patrol.
- (b) To meet operational requirements, employees shall work an average of forty-two (42) hours per week.
- (c) Subject to sub-clause 22.13 (d), but notwithstanding any other provisions of this Agreement, employees shall be entitled to compensation at time and one-half ($1\frac{1}{2}$) for hours worked in excess of an average of forty (40) hours per week.

22.05 The Employer may apply clause 22.04 to operations other than those specified in sub-clause 22.04 (a), provided that the Employer justifies in consultation with the Alliance that such change is required to meet the needs of the Public and/or the efficient operation of the Service.

22.06 An employee's hours of work as set out in this Agreement shall not be construed as guaranteeing the employee minimum or maximum hours of work.

22.07 Meal periods shall not constitute a part of any work period except for employees who are required to eat during their watch.

22.08 The Employer shall ensure that an employee is authorized to vacate his work station within a reasonable time after completion of his period of duty, provided that, when necessary, a qualified person has replaced him.

22.09 Rest Periods

The employee shall be granted two (2) paid ten (10)-minute rest periods in each working day.

22.10 Provided sufficient advance notice is given and with the approval of the Employer, employees may exchange watches if there is no increase in cost to the Employer.

22.12

- (a) Any work necessary for the safety of the vessel, passengers, crew or cargo shall be performed at any time on immediate call by all employees and, notwithstanding any provisions of this Agreement which might be construed to the contrary, in no event shall overtime be paid for work performed in connection with such emergency duties of which the Master shall be the sole judge.
- (b) The Master may, whenever he deems it advisable, require any employee to participate in lifeboat or other emergency drills without the payment of overtime.

22.13 Overtime Compensation

- (a) An employee 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 hour of overtime, each further period of one-half (6) hour shall entitle the employee to one-half ($\frac{1}{2}$) the applicable hourly overtime rate.
- (c) Subject to sub-clause 22.13 (d), an employee shall be entitled to compensation at time and one-half ($1\frac{1}{2}$) for overtime worked by him.
- (d) An employee shall be entitled to compensation at double (2) time: $370/8$
- (i) for work performed following eight (8) hours of overtime worked in excess of his normal daily hours of work;
- (ii) ~~for overtime worked on his days of rest in excess of his normal daily hours of work;~~ $370/8$
- (iii) for all overtime worked by him on his second or subsequent days of rest, provided the days of rest are consecutive, $370/0$
- except that
- with respect to "R" and "S" Class Cutters engaged primarily in search and rescue operations, Mallard and Moorhen Class Cutters, lifeboat services, 110, 111 and 400 Class Cutters and where clause 22.05 has been applied, an employee shall be entitled to compensation at double (2) time on alternate days on which he works beginning with the first day on which he works.
- (e) ~~When~~ an employee is required to work continuously without a break of at least six (6) hours, he shall continue to be compensated at double (2) time for hours worked provided:

376/9

(i) he has worked more than twenty (20) hours in any period of twenty-four (24) consecutive hours for employees who normally work a twelve (12) hour day; or

(ii) he has worked more than sixteen (16) hours in any one period of twenty-four (24) consecutive hours for employees who normally work an eight (8) hour day.

(f)

41/1

Subject to sub-clause 22.13 (g), the Employer will recognize the employee's preference for the method of pay-off for all overtime including work on a Designated Paid Holiday and Security Duty, either in cash or equivalent compensatory leave. Each employee shall elect the method of overtime compensation which he prefers. Such election shall be made quarterly (January 1st, April 1st, July 1st, and October 1st) and shall remain in effect for the following three (3)-month period.

The employee shall make such election known to the Employer at least fifteen (15) days before the commencement of each quarter and in the manner required by the Employer.

In the event the employee fails to make the election referred to above, the method of pay-off for that quarter shall be at the discretion of the Employer.

(g)

Compensatory leave standing to the credit of an employee in excess of three hundred (300) hours will normally be paid off in cash, or the excess may be granted as leave at the request of the employee and the discretion of the Employer.

- (h) When an employee commences compensatory leave, such leave shall be granted at the sub-group and level at which it was earned and at the rate of pay for that sub-group and level in effect on the day on which the compensatory leave is granted. Compensatory Leave will be liquidated in the order it is earned, commencing with the earliest accrued credits.

22.14 Overtime Records

Overtime records shall be kept by the Employer and shall be available for examination by the employee at least once every two (2) weeks.

22.15 Assignment of Overtime Work

Subject to the operational requirements of the service, the Employer shall make every reasonable effort:

- (a) To allocate overtime work on an equitable basis among readily available, qualified employees,

and

- (b) to give employees who are required to work overtime adequate advance notice of this requirement.

22.16 Meal Allowance

**

- (a) (i) For positions where meals are not provided by the Employer, effective on the date of signing of the collective agreement, an employee who works three (3) or more consecutive hours of overtime on a regular working day shall receive a meal allowance of five dollars (\$5), except where a free meal is provided.

8610-

39A/050

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

**

(ii)

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39A/055

For positions where meals are not provided by the Employer, effective April 1, 1987, an employee who works three (3) or more consecutive hours of overtime on a regular working day shall receive a meal allowance for five dollars and fifty cents (\$5.50), except where a free meal is provided.

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

**(b)

(i)

8010
39B/040

For positions where meals are not provided by the Employer, effective on the date of signing of the collective agreement, an employee who works overtime continuously beyond the period provided in sub-clause 22.16 (a)(i) shall be reimbursed for one (1) additional meal in the amount of four dollars (\$4) for each four (4)-hour period of overtime worked thereafter, except where a free meal is provided.

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

- 8704
 39B/045
- ** (ii) For positions where meals are not provided by the Employer, effective on April 1, 1987, an employee who works overtime continuously beyond the period provided in sub-clause 22.16 (a)(ii) shall be reimbursed for one (1) additional meal in the amount of four dollars and fifty cents (\$4.50) for each four (4)-hour period of overtime worked thereafter, except where a free meal is provided.

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

- ** (c) (i) For positions where meals are not provided by the Employer, effective on the date of signing of the collective agreement, an employee who works overtime on days of rest beyond the prior scheduled overtime period shall receive a meal allowance of five dollars (\$5) after having worked three (3) consecutive hours of overtime beyond the prior scheduled overtime period and four dollars (\$4) for each four (4)-hour period of overtime worked thereafter, except where a free meal is provided.

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

- ** (ii) For positions where meals are not provided by the Employer, effective on April 1, 1987, an employee who works overtime on days of rest beyond the

prior scheduled overtime period shall receive a meal allowance of five dollars and fifty cents (\$5.50) after having worked three (3) consecutive hours of overtime beyond the prior scheduled overtime period and four dollars and fifty cents (\$4.50) for each four (4)-hour period of overtime worked thereafter, except where a free meal *is* provided.

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

22.18 Payments provided under Article 29 (Call Back Pay), Article 23 (Sailing Time) and clause 22.17 (Reporting for SAR Mission) shall not be pyramided; that *is* an employee shall not receive more than one compensation for the same service.

22.19 ~~When~~ an employee is required to return under the conditions described in clause 22.17, and *is* required to use transportation services other than normal public transportation services, he shall be reimbursed for reasonable expenses incurred as follows :

(a) mileage allowance at the rate normally paid to an employee ~~when~~ authorized by the Employer to use his automobile ~~when~~ the employee travels by means of his own automobile,

or

(b) out-of-pocket expenses for other means of ~~commercial~~ transportation.

Other than when required by the Employer to use a vehicle of the Employer for transportation to a work location other than his normal place of work, time spent by the employee reporting to work or returning to his residence shall not constitute time worked.

ARTICLE 23

SAILING TIME

Delete Article 23 "Sailing Time" in its entirety from the collective agreement signed between the Alliance and the Employer on June 26, 1981, which was extended by the Public Sector Compensation Restraint Act and which expired on October 31, 1984, and replace by the following:

23.01 When, in the opinion of the Master, operational circumstances permit, the sailing time of the vessel shall be posted on the notice board as soon as possible.

Sailing times will not be posted for vessels engaged in any enforcement, policing or regulative operation.

23.02 Subject to clause 23.01 where an employee has notified his supervisor as to where and how he may be contacted during his authorized absence from the vessel, the Employer shall inform the employee of the sailing time if such sailing time is not posted on the notice board at the time that the employee commenced his absence from the vessel. The Employer will not be responsible for employees who fail to receive notice of sailing time by reason of absence from the place of notification.

23.03 All employees shall report on board at least one (1) hour before time of sailing as posted on the notice board or as otherwise informed by their supervisor or by the officer in charge.

23.04 Where an employee is required to report in accordance with clause 23.03 and the vessel is in home port, he 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.

23.05 If a crew member is unable to join his vessel because it either sails earlier than the posted sailing time or earlier than the time he was given under clause 23.02, if the Employer considers it feasible to do so.

- (a) he shall be transported to the vessel's first port of call or other point of contact with the vessel at the Employer's expense,

or

- (b) when work is available, he shall be employed in his classification until he is able to return to his vessel,

or

- (c) he may take any compensatory leave credits and/or vacation leave credits he has accumulated up to the time the vessel sailed, and where such credits do not equal the period of unemployment, the Employer may, at its discretion, advance vacation leave credits up to the amount he would be eligible to receive in that vacation year.

ARTICLE 24MEALS AND QUARTERS

Delete Article 24 "Meals and Quarters" in its entirety from the collective agreement signed between the Alliance and the Employer on June 26, 1981, which was extended by the Public Sector Compensation Restraint Act and which expired on October 31, 1984, and replace by the following:

24.01 ~~When~~ an employee is working on a vessel which is equipped with a galley and quarters, he shall be entitled to receive meals and quarters, except as otherwise provided in clause 24.02.

24.02 ~~When~~ an employee is working on a vessel on which meals and/or quarters normally provided as per clause 24.01 are not available, and the Employer does not provide alternative meals and/or quarters, an employee shall be entitled to:

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

** (b) (i) effective on the date of signing of the collective agreement, ~~when~~ the vessel is in home port, five dollars (\$5) per day in lieu of meals and quarters for a regular working day of less than twelve (12) hours and seven dollars and fifty cents (\$7.50) per day in lieu of meals and quarters for a regular working day of twelve (12) hours or more;

** (ii) effective April 1, 1987, ~~when~~ the vessel is in home port, five dollars and fifty cents (\$5.50) per day in lieu of meals and quarters for a regular working day of less than twelve (12) hours and eight dollars (\$8) per day in lieu of meals and

quarters for a regular working day of twelve (12) hours or more.

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

- (a) when the vessel is berthing for one or more nights away from home port, reimbursement for actual and reasonable costs incurred for meals and/or lodging;
- ** (b) (i) effective on the date signing of the collective agreement, five dollars (\$5) per day in lieu of meals and quarters for a regular working day of **less** than (12) hours and seven dollars and fifty cents (\$7.50) per day in lieu of meals and quarters for a regular working day of twelve (12) hours or more;
- ** (ii) effective April 1, 1987, five dollars and fifty cents (\$5.50) per day in lieu of meals and quarters for a regular working day of **less** than (12) hours and eight dollars (\$8) per day in lieu of meals and quarters for a regular working day of twelve (12) hours or more.

24.04 When an employee is working on a ONO vessel which is equipped with a galley and quarters, he shall be subject to clause 24.01 and clause 24.02 preamble and part (a) except, when the vessel is on "day operations", only clause 24.03 shall apply.

24.05 When an employee is on authorized leave from a vessel, is absent without permission or is under suspension, clauses 24.01, 24.02, 24.03 and 24.04 shall not apply.

24.06 The Employer reserves the right to reject or reduce any claim for reimbursement made under sub-clauses 24.02(a) and 24.03(a) which it considers excessive, and all claims for lodging expenses shall be accompanied by a receipt.

24.07 As soon as possible after the end of each calendar year, the Employer shall provide each employee who has received meals and quarters with a statement indicating the value of the meals and quarters he received during the year.

ARTICLE 26

TRAVELLING EXPENSES ON LEAVE OR TERMINATION

Delete Article 26 "Travelling Expenses on Leave or Termination" in its entirety from the collective agreement signed between the Alliance and the Employer on June 26, 1981, which was extended by the Public Sector Compensation Restraint Act and which expired on October 31, 1984 and replace by the following:

26.01 When an employee serving on a vessel which is away from its home port:

- ** (a) (i)** is authorized to take leave under the provisions of Article 16 (Vacation Leave with Pay) and/or a combination of Vacation Leave and compensatory leave and under the provision of sub-clauses 20.02(a) and 20.02(b) (~~Bereavmeent~~ Bereavement Leave with Pay), the Employer shall pay the cost of the return travelling expenses, as normally defined by the Employer, from the point of disembarkation, to the vessel's home port or to the employee's normal place of residence whichever is the lesser amount;

- (ii) terminates his employment by reason of retirement, release or lay-off, the Employer shall pay the cost of the travelling expenses, as normally defined by the Employer, from the point of disembarkation to the employee's port of hiring or to the employee's normal place of residence, whichever is the lesser amount.
- ** (b) The payment of travelling expenses under the provisions of this Article shall, in respect of Vacation Leave and/or a combination of vacation leave and compensatory leave be limited in any fiscal year to the expenses of one return trip.

ARTICLE 27

TRANSPORTATION TO SHORE

Delete Article 27 "Transportation to Shore" in its entirety from the collective agreement signed between the Alliance and the Employer on June 26, 1981, which was extended by the Public Sector Compensation Restraint Act and which expired on October 31, 1984 and replace by the following:

27.01 At the discretion of the Master, crew members not on duty may be provided with transportation to shore and return when the vessel is anchored.

ARTICLE 28

TRANSFERS

Delete Article 28 "Transfers" in its entirety from the collective agreement signed between the Alliance and the Employer on June 26, 1981, which was

extended by the Public Sector Compensation Restraint Act and which expired on October 31, 1984 and replace by the following:

28.01 The Employer, will, where it is practical and possible to do so, consider employee requests to transfer to another vessel or to a shore operation.

ARTICLE 30

REPORTING PAY

Delete Article 30 "Reporting Pay" in its entirety from the collective agreement signed between the Alliance and the Employer on June 26, 1981, which was extended by the Public Sector Compensation Restraint Act and which expired on October 31, 1984 and replace by the following:

30.01 If an employee is not notified prior to the commencement of his designated hours of work that he is not required to report for duty and he reports for duty at his designated starting time, he is entitled to the greater of:

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

or

(b) compensation equivalent to four (4) hours' pay at the straight-time rate.

46/04

30.02 This Article does not apply where an employee reports on board for sailing in accordance with Article 23.

ARTICLE 31SECURITY DUTY

Delete Article 31 "Security Duty" in its entirety from the collective agreement signed between the Alliance and the Employer on June 26, 1981, which was extended by the Public Sector Compensation Restraint Act and which expired on October 31, 1984 and replace by the following:

31.01 Where an employee is required to perform security duty he shall be paid three-tenths (3/10) of his straight-time hourly rate for each completed half ($\frac{1}{2}$) hour of security duty except that an employee assigned to "S" Class Cutters shall be paid one-sixth ($\frac{1}{6}$) of his straight-time hourly rate for each completed half ($\frac{1}{2}$) hour of security duty.

31.02 Subject to clauses 24.02 and 24.03, where an employee is required to perform security duty on a non-equipped vessel he shall receive a meal allowance in the amount of two dollars (**\$2**) for each eight (8)-hour period, or portion thereof, of continuous security duty.

31.03 Compensation earned under this Article will be paid off in accordance with sub-clauses 22.13 (f), (g) and (h).

ARTICLE 32DIRTY WORK ALLOWANCE

Delete Article 32 "Dirty Work Allowance" in its entirety from the collective agreement signed between the Alliance and the Employer on June 26, 1981, which was extended by the Public Sector Compensation Restraint Act and which expired on October 31, 1984 and replace by the following:

32.01 When an employees is required to:

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

or

(b) clean boiler tubes or repair and maintain ships' sewage disposal tanks and associated piping, pumps and valves, or clean on top of boilers while steam pressure is being maintained, or clean inside water tanks, or clean inside oil tanks that have contained oil, or perform spray painting or sand blasting in void or confined areas, or work in the fire side of boiler furnaces, combustion chambers, or in air heater spaces,

or

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

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he shall receive, in addition to the appropriate rate of pay, an additional one-half ($\frac{1}{2}$) his straight time rate for every fifteen (15)-minute period, or part thereof, worked.

32.02 All of the foregoing duties must have the prior approval of the Master before work is commenced.

ARTICLE 33

DIVING DUTY ALLOWANCE

Delete Article 33 "Diving Duty Allowance" in its entirety from the collective agreement signed

between the Alliance and the Employer on June 26, 1981, which was extended by the Public Sector Compensation Restraint Act and which expired on October 31, 1984 and replace by the following:

33.01 Effective on the 1st day of the pay period following the signing of the collective agreement, a qualified employee who is required to perform diving duties and maintain diving equipment on vessels shall be entitled to receive an allowance of four hundred and fifty dollars (\$450) per year. This allowance shall be paid on the same basis as that for the employee's regular pay.

ARTICLE 42

AGREEMENT RE-OPENER

Delete Article 42 "Agreement Opener" in its entirety from the collective agreement signed between the Alliance and the Employer on June 26, 1981, which was extended by the Public Sector Compensation Restraint Act and which expired on October 31, 1984 and replace by the following:

42.01 This Agreement may be amended by mutual consent.

ARTICLE 46

TECHNOLOGICAL CHANGE

Delete Article 46 "Technological Change" in its entirety from the collective agreement signed between the Alliance and the Employer on June 26, 1981, which was extended by the Public Sector Compensation Restraint Act and which expired on October 31, 1984 and replace by the following:

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

**** 46.02** In this Article "Technological Change" means:

(a) the introduction by the Employer of equipment or material of a different nature than that previously utilized;

and

(b) a change in the Employer's operation directly related to the introduction of that equipment or material.

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

**** 46.04** The Employer agrees to provide as much advance notice as is practicable but, except in cases of emergency, not less than one hundred and twenty (120) days written notice to the Alliance of the introduction or implementation of technological change when it will result in significant changes in the employment status or working condition of the employees.

**** 46.05** The written notice provided for in clause 46.04 will provide the following information:

(a) The nature and degree of change.

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

****46.06** As soon as reasonably practicable after notice is given under clause 46.04, the Employer shall consult with the Alliance concerning the effects of the technological change referred to in clause 46.04 on each group of employees. Such consultation will include but not necessarily be limited to the following:

- (a) The approximate number, class and location of employees likely to be affected by the change.
- (b) The effect the change may be expected to have on working conditions or terms and **conditions** of employment on employees. 220/1

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

ARTICLE 48

JOB SECURITY

48.01 Subject to the willingness and capacity of individual employees to accept relocation and retraining, the Employer will make every reasonable effort to ensure that any reduction in the work force will be accomplished through attrition.

ARTICLE 49DURATION

Delete Article 48 "Duration and Renewal" in its entirety from the collective agreement signed between the Alliance and the Employer on June 26, 1981, which was extended by the Public Sector Compensation Restraint Act and which expired on October 31, 1984 and replace by the following:

**** 49.01** The duration of this collective agreement shall be from the date it is signed to December 31, ~~1987~~

49.02 Unless otherwise expressly stipulated, the provisions of this agreement shall become effective on the date it is signed.

**** 49.03** Except as provided in this Group Specific collective agreement, all terms and conditions of employment applicable to the bargaining unit as embodied in the collective agreement signed between the Public Service Alliance of Canada (PSAC) and the Employer on June 26, 1981, which was extended by the Public Sector Compensation Restraint Act and which expired on October 31, 1984 shall remain in force and shall be observed by the Employer and the PSAC, as was agreed to by both parties in the Procedures Governing "Master Agreement" Negotiations signed on July 28, 1985 and July 31, 1985, until the date of signing of the Master Agreement.

**** 49.04** Notwithstanding clause 49.03, where the parties to the Master Agreement agree that a certain term or condition of employment will be a subject of negotiations in Group Specific negotiations, the parties to this Group Specific collective agreement agree to negotiate such term or condition of employment and where agreement is reached this Group Specific collective agreement will be reopened pursuant to Article 42 to incorporate such provision.

SIGNED AT OTTAWA, this 2nd day of the month of
October 1986.

THE TREASURY BOARD

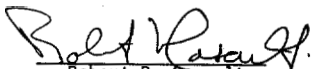
THE PUBLIC SERVICE ALLIANCE

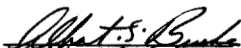
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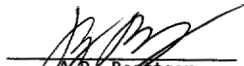
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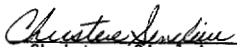

Robert R. Casault


Albert S. Burke

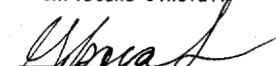

Dennis G. Duggan



Ron Cochrane


A.D. Boettger



Christene Sinclair

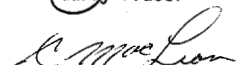

Rita Chantigny



Glenn McTaggart


Capt.


Garry Fraser


Ian Sacré


Chesley MacLean


Donald Boltz


Wayne Elliott

THE TREASURY BOARD

OF

CANADA

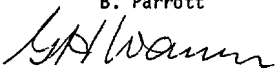
THE PUBLIC SERVICE ALLIANCE

OF

CANADA



B. Parrott

William Ireland

Captain G.H. Warren C.M.

Yves Dupuis

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APPENDIX "A"SHIPS' CREWS GROUP

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

- A - Effective November 1, 1984
 B - Effective November 1, 1986
 C - Effective February 1, 1987

Eastern-Based Employees*

		<u>Level</u>			
<u>Sub-Group</u>		<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>
<u>Deck</u>					
From:	\$	1595.00	1657.00	1724.00	1765.00
To:	A	1711.00	1777.00	1849.00	1893.00
	B	1771.00	1839.00	1914.00	1959.00
	C	1815.00	1885.00	1962.00	2008.00
From:	\$	1805.00	1850.00	1892.00	
To:	A	1936.00	1984.00	2029.00	
	B	2004.00	2053.00	2100.00	
	C	2054.00	2104.00	2153.00	
		<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>
<u>Engine Room</u>					
From:	\$	1595.00	1657.00	1724.00	1833.00
To:	A	1711.00	1777.00	1849.00	1966.00
	B	1771.00	1839.00	1914.00	2035.00
	C	1815.00	1885.00	1962.00	2086.00

Level

<u>Sub-Group</u>	<u>5</u>	<u>6</u>	<u>7</u>
<u>Engine Room</u>			
From: \$	1878.00	1928.00	2003.00
To: A	2014.00	2068.00	2148.00
B	2084.00	2140.00	2223.00
C	2136.00	2194.00	2279.00

	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>
<u>Steward</u>				
From: \$	1572.00	1610.00	1666.00	1818.00
To: A	1686.00	1727.00	1787.00	1950.00
B	1745.00	1787.00	1850.00	2018.00
C	1789.00	1832.00	1896.00	2068.00

	<u>5</u>	<u>6</u>	<u>7</u>
From: \$	1870.00	1923.00	1979.00
To: A	2006.00	2062.00	2122.00
B	2076.00	2134.00	2196.00
C	2128.00	2187.00	2251.00

	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>
<u>Equipment Operation</u>				
From: \$	1570.00	1637.00	1719.00	1884.00
To: A	1684.00	1756.00	1844.00	2021.00
B	1743.00	1817.00	1909.00	2092.00
C	1787.00	1862.00	1957.00	2144.00

	<u>5</u>	<u>6</u>	<u>7</u>
From: \$	1964.00	2042.00	2094.00
To: A	2106.00	2190.00	2246.00
B	2180.00	2267.00	2325.00
C	2235.00	2324.00	2383.00

Level

<u>Sub-Group</u>		<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>
<u>Specialist Trades</u>					
From:	\$	1599.00	1637.00	1698.00	1786.00
To:	A	1715.00	1756.00	1821.00	1915.00
	B	1775.00	1817.00	1885.00	1982.00
	C	1819.00	1862.00	1932.00	2032.00
		<u>5</u>	<u>6</u>	<u>7</u>	
From:	\$	1937.00	2042.00	2177.00	
To:	A	2077.00	2190.00	2335.00	
	B	2150.00	2267.00	2417.00	
	C	2204.00	2324.00	2477.00	

*Eastern-Based Employees means those employees whose vessels' home port is east of 102° west longitude.

SHIPS' CREWS GROUP

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

A - Effective November 1, 1984

B - Effective November 1, 1986

Western-Based Employees*

		<u>Level</u>			
<u>Sub-Group</u>		<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>
<u>Deck</u>					
From:	\$	1764.00	1830.00	1896.00	1949.00
To:	A	1892.00	1963.00	2033.00	2090.00
	B	1958.00	2032.00	2104.00	2163.00
		<u>5</u>	<u>6</u>	<u>7</u>	
From:	\$	2004.00	2061.00	2121.00	
To:	A	2149.00	2210.00	2275.00	
	B	2224.00	2287.00	2355.00	
					<u>4</u>
<u>Engine Room</u>					
From:	\$	1764.00	1830.00	1896.00	1964.00
To:	A	1892.00	1963.00	2033.00	2106.00
	B	1958.00	2032.00	2104.00	2180.00
		<u>5</u>	<u>6</u>	<u>7</u>	
From:	\$	2012.00	2082.00	2151.00	
To:	A	2158.00	2233.00	2307.00	
	B	2234.00	2311.00	2388.00	

Level

Sub-Group		<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>
<u>Steward</u>					
From:	\$	1806.00	1843.00	1903.00	1956.00
To:	A	1937.00	1977.00	2041.00	2098.00
	B	2005.00	2046.00	2112.00	2171.00

		<u>5</u>	<u>6</u>	<u>7</u>
From:	\$	2012.00	2072.00	2129.00
To:	A	2158.00	2222.00	2283.00
	B	2234.00	2300.00	2363.00

		<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>
<u>Equipment Operation</u>					
From:	\$	1787.00	1861.00	1931.00	2095.00
To:	A	1917.00	1996.00	2071.00	2247.00
	B	1984.00	2066.00	2143.00	2326.00

		<u>5</u>	<u>6</u>	<u>7</u>
From:	\$	2287.00	2374.00	2499.00
To:	A	2453.00	2546.00	2680.00
	B	2539.00	2635.00	2774.00

		<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>
<u>Specialist Trades</u>					
From:	\$	1742.00	1787.00	1861.00	1980.00
To:	A	1868.00	1917.00	1996.00	2124.00
	B	1933.00	1984.00	2066.00	2198.00

A-6

<u>Sub-Group</u>	<u>Level</u>		
	<u>5</u>	<u>6</u>	<u>7</u>
<u>Specialist Trades</u>			
From: \$	2287.00	2355.00	2447.00
To: A	2453.00	2526.00	2624.00
B	2539.00	2614.00	2716.00

*Western-Based Employees means those employees whose vessels' home port is west of 102° west longitude.

Notes

Delete clause 15.03, "Leave - General" in its entirety from the collective agreement signed between the Alliance and the Employer on June 26, 1981 which was extended by the Public Sector Compensation Restraint Act and which expired on October 31, 1984 and replace by the following:

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

APPENDIX "B"SHIPS' CREWS GROUPWEEKLY AND HOURLY RATES OF PAY EQUIVALENTS

A - Effective November 1, 1984

B - Effective November 1, 1986

C - Effective February 1, 1987

Eastern-Based Employees*

<u>Sub-Group</u>	<u>Level</u>			
	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>
<u>Deck</u>				
A - Weekly:	\$ 393.51	408.69	425.25	435.37
Hourly:	9.84	<u>10.22</u>	10.63	10.88
	<u>5</u>	<u>6</u>	<u>7</u>	
- Weekly:	445.26	456.30	466.65	
- Hourly:	11.13	11.41	11.67	
	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>
B - Weekly:	\$ 407.31	422.95	440.20	450.55
Hourly:	10.18	<u>10.57</u>	11.01	11.26
	<u>5</u>	<u>6</u>	<u>7</u>	
- Weekly:	460.90	472.17	482.98	
- Hourly:	11.52	11.80	12.07	

	<u>Level</u>			
	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>
C - Weekly:	\$ 417.43	433.53	451.24	461.82
Hourly:	10.44	<u>10.84</u>	11.28	11.55
	<u>5</u>	<u>6</u>	<u>7</u>	
- Weekly:	472.40	483.90	495.17	
- Hourly:	11.81	12.10	12.38	

<u>Sub-Group</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>
<u>Engine Room</u>				
A - Weekly:	\$ 393.52	408.69	425.25	452.16
Hourly:	9.84	10.22	10.63	11.30
	<u>5</u>	<u>6</u>	<u>7</u>	
- Weekly:	463.20	475.62	494.02	
- Hourly:	11.58	11.89	12.35	

	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>
B - Weekly:	\$ 407.31	422.95	440.20	468.03
Hourly:	10.18	10.57	11.01	11.70
	<u>5</u>	<u>6</u>	<u>7</u>	
- Weekly:	479.30	492.18	511.27	
- Hourly:	11.98	12.30	12.78	

B-3

Level

	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>
C - Weekly:	\$ 417.43	433.53	451.24	479.76
Hourly :	<u>10.44</u>	10.84	11.28	11.99
	<u>5</u>	<u>6</u>	<u>7</u>	
- Weekly:	491.26	504.60	524.15	
- Hourly:	12.28	12.61	13.10	

Mid ~~Level~~

<u>Sub-Group</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>
<u>Steward</u>				
A - Weekly:	\$ 387.76	397.19	410.99	448.48
Hourly:	9.69	9.93	10.27	11.21
	<u>5</u>	<u>6</u>	<u>7</u>	
- Weekly:	461.36	474.24	488.04	
- Hourly:	11.53	11.86	12.20	

	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>
B - Weekly:	\$ 401.33	410.99	425.48	464.12
Hourly:	10.03	10.27	10.64	11.60
	<u>5</u>	<u>6</u>	<u>7</u>	
- Weekly:	477.46	490.80	505.06	
- Hourly:	11.94	12.27	12.63	

B-4

Level

	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>
C - Weekly:	\$ 411.45	421.34	436.06	475.62
Hourly:	10.29	10.53	10.90	11.89

	<u>5</u>	<u>6</u>	<u>7</u>
- Weekly:	489.42	502.99	517.71
- Hourly:	12.24	12.57	12.94

<u>Sub-Group</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>
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Equipment Operation

A - Weekly:	7.30	403.86	424.10	464.81
Hourly:	387 \$ 387.68	10.10	10.60	11.62
	<u>5</u>	<u>6</u>	<u>7</u>	
- Weekly:	484.36	503.68	516.56	
- Hourly:	12.11	12.59	12.91	

	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>
B - Weekly:	\$ 400.87	417.89	439.05	481.14
Hourly:	10.02	10.45	10.98	12.03

	<u>5</u>	<u>6</u>	<u>7</u>
- Weekly:	501.38	521.39	534.73
- Hourly:	12.53	13.03	13.37

Level

		<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>
C - Weekly:	\$	410.99	428.24	450.09	493.10
Hourly:		10.27	10.71	11.25	12.33
		<u>5</u>	<u>6</u>	<u>7</u>	
- Weekly:		514.03	534.50	548.07	
- Hourly:		12.85	13.36	13.70	

Low

Sub-Group

Specialist Trades

		<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>
A - Weekly:	\$	394.43	403.86	418.81	440.43
Hourly:		9.86	10.10	10.47	11.01
		<u>5</u>	<u>6</u>	<u>7</u>	
- Weekly:		477.69	503.68	537.03	
- Hourly:		11.94	12.59	13.43	

High

		<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>
B - Weekly:	\$	408.23	417.89	433.53	455.84
Hourly:		10.21	10.45	10.84	11.40
		<u>5</u>	<u>6</u>	<u>7</u>	
- Weekly:		494.48	521.39	555.89	
- Hourly:		12.36	13.03	13.90	

		Level			
		<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>
C -	Weekly:	\$ 418.35	428.24	444.34	467.34
	Hourly:	10.46	10.71	11.11	11.68
		<u>5</u>	<u>6</u>	<u>7</u>	
-	Weekly:	506.90	534.50	569.69	
-	Hourly:	12.67	13.36	14.24	

* Eastern-Based Employees means those employees whose vessel's home port is East of 102° west longitude.

The above table is furnished for information purposes only. The weekly and hourly rates of pay shown have been determined from the monthly rates shown in Appendix "A", Eastern-Based Employees and may be subject to rounding in the payroll process.

APPENDIX "C"SHIPS' CREWS GROUPWEEKLY AND HOURLY RATES OF PAY EQUIVALENTS

A - Effective November 1, 1984

B - Effective November 1, 1986

Western-Based Employees*Level

<u>Sub-Group</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>
<u>Deck</u>				
A - Weekly:	\$ 435.14	451.47	467.57	480.68
Hourly:	10.88	11.29	11.69	12.02
	<u>5</u>	<u>6</u>	<u>7</u>	
- Weekly:	494.25	508.28	523.23	
Hourly:	12.36	12.71	13.08	
	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>
B - Weekly:	\$ 450.32	467.34	483.90	497.47
Hourly:	11.26	11.68	12.10	12.44
	<u>5</u>	<u>6</u>	<u>7</u>	
- Weekly:	511.50	525.99	541.63	
Hourly:	12.79	13.15	13.54	

<u>Sub-Group</u>	<u>Level</u>			
	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>
<u>Engine Room</u>				
A - Weekly:	\$ 435.14	451.47	467.57	484.36
Hourly:	10.88	11.29	11.69	12.11
	<u>5</u>	<u>6</u>	<u>7</u>	
- Weekly:	496.32	513.57	530.59	
Hourly:	12.41	12.84	13.26	
	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>
B - Weekly:	\$ 450.32	467.34	483.90	501.38
Hourly:	11.26	11.68	12.10	12.53
	<u>5</u>	<u>6</u>	<u>7</u>	
- Weekly:	513.80	531.51	549.22	
Hourly:	12.84	13.29	13.73	

<u>Sub-Group</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>
<u>Steward</u>				
A - Weekly:	\$ 445.49	454.69	469.41	482.52
Hourly:	11.14	11.37	11.74	12.06
	<u>5</u>	<u>6</u>	<u>7</u>	
- Weekly:	496.32	511.04	525.07	
Hourly:	12.41	12.78	13.13	

Level

<u>Sub-Group</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>
<u>Steward</u>				
B - Weekly:	\$ 461.13	470.56	485.74	499.31
Hourly:	11.53	11.76	12.14	12.48

	<u>5</u>	<u>6</u>	<u>7</u>
- Weekly:	513.80	528.98	543.47
Hourly:	12.84	13.22	13.59

<u>Sub-Group</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>
<u>Equipment Operation</u>				
A - Weekly:	\$ 440.89	459.06	476.31	516.79
Hourly :	11.02	11.48	11.91	12.92

	<u>5</u>	<u>6</u>	<u>7</u>
- Weekly:	564.17	585.56	616.38
Hourly:	14.10	14.64	15.41

	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>
B - Weekly:	\$ 456.30	475.16	492.87	534.96
Hourly :	11.41	11.88	12.32	13.37

	<u>5</u>	<u>6</u>	<u>7</u>
- Weekly:	583.95	606.03	637.99
Hourly:	14.60	15.15	15.95

<u>Sub=Group</u>	<u>Level</u>			
	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>
<u>Specialist Trades</u>				
A - Weekly:	\$ 429.62	440.89	459.06	488.50
Hourly:	10.74	11.02	11.48	12.21
	<u>5</u>	<u>6</u>	<u>7</u>	
- Weekly:	564.17	580.96	603.50	
Hourly:	14.10	14.52	15.09	
	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>
B • Weekly:	\$ 444.57	456.30	475.16	505.52
Hourly:	11.11	11.41	11.88	12.64
	<u>5</u>	<u>6</u>	<u>7</u>	
- Weekly:	583.95	601.20	624.66	
Hourly:	14.60	15.03	15.62	

* Western-Based Employees means those employees whose vessel's home port is West of 102° west longitude.

The above table is furnished for information purposes only. The weekly and hourly rates of pay shown have been determined from the monthly rates shown in Appendix "A", Western-Based Employees and may be subject to rounding in the payroll process.

**

APPENDIX "D"

SHIPS' CREWS GROUP
LAY-DAY OPERATIONAL MANNING SYSTEM

THIS APPENDIX IS AN EXCEPTION PURSUANT TO
CLAUSE 1.03(a) OF ARTICLE 1,
PURPOSE AND SCOPE OF THE MASTER AGREEMENT

For the duration of the Ships' Crews Collective Agreement which expires on December 31, 1987 this is to confirm the understanding reached between the Alliance and the Employer with respect to the operation of selected vessels as noted in Annex A of this Appendix.

Except in the case of new vessels as defined in (a) and (b) of this preamble, the list of selected vessels may be modified by mutual consent of the Employer and the Public Service Alliance of Canada.

A new vessel will not require mutual agreement before it is placed on the lay-day manning system. A new vessel is defined as:

- (a) A vessel which has been constructed or otherwise acquired to replace an existing vessel not currently on the lay-day manning system where the crew of the vessel being replaced has been dispersed throughout the fleet, or
- (b) A vessel which is an addition to the fleet.

Notwithstanding the provisions of the Ships' Crews collective agreement, the following conditions shall apply:

- (a) Subject to operational requirements, the Employer will operate the selected ships on a lay-day system. Under this system, all days will be considered working days and there will be no days of rest.

- (b) The work day will consist of twelve (12) hours of work per day. For each day worked, an employee shall earn 1.17 lay-days in addition to his pay.
- (c) An employee will be compensated at the applicable weekly rate of pay as described in the Ships' Crews collective agreement. In order to maintain the employee's weekly rate of pay, the employee must either:
- (i) work,
 - (ii) be on lay-days, or
 - (iii) be on authorized leave with pay.

In the event that an employee does not work and is neither on lay-days or authorized leave with pay, his regular pay shall be deducted by an amount equal to dividing his monthly rate of pay by 30.42 for each day's absence.

- (d) Lay-days will be compensated either as time off or as cash. For the purpose of cashing in earned lay-days, a lay-day will equal the monthly rate of pay divided by 30.42.

At no time will more than one-half ($\frac{1}{2}$) of the total accumulated lay-days be cashed in without the employee's written consent.

- (e) Overtime compensation will be subject to:
- (i) clause 22.13 of the Ships' Crews collective agreement except that sub-clauses 22.13(c) and (d)(ii) and (iii) shall not apply, and
 - (ii) an employee shall be entitled to compensation at time and one-half ($1\frac{1}{2}$) for overtime worked in excess of his regularly scheduled hours of work.

- (f) "Lay-day" means a day off work with pay to which an employee becomes entitled in accordance with (b) above.
- (g) Employees whose hours of work are determined in accordance with this Appendix may leave the vessel after receiving permission from the Master.

In the case of vessels engaged primarily in Search and Rescue operations, employees 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, employees shall be available to return to the vessel within one (1) hour.

Article 16 - Vacation Leave With Pay

An employee shall earn vacation leave credits at the rate prescribed for his years of continuous employment, as set forth in Article 16 of the collective agreement, for each calendar month which he receives at least two (2) weeks pay. The leave credits will not be converted to hours.


- (a) For the purpose of granting vacation leave for employees entering the lay-day system, in accordance with this Appendix, all vacation leave credits will be adjusted by a factor of 7/5. For employees leaving the system, vacation leave credits will be adjusted by a factor of 5/7.
- (b) At the request of the employee and the approval of the Employer, vacation leave may be granted during the employee's off-duty cycle.

Article 17 - Designated Paid Holidays

For each designated holiday for which an employee does not work:

- (a) The employee shall receive his regular pay and lay-day factor for that day and a day will be deducted from his lay-day bank.

For each designated holiday for which an employee is required to, and does work:

- (b)  (i) An employee shall receive, in addition to his regular pay and lay-day factor, an amount equal to 2.17 lay-days credit.

- (ii) An employee shall be entitled to be compensated in accordance with (e) re overtime compensation clause on previous page, for work performed on a designated holiday in excess of twelve (12) hours.

Article 19 - Sick Leave With Pay

An employee shall earn sick leave credits at the rate of one and one-quarter (~~1 1/4~~) days for each calendar month for which he receives at least two weeks pay. The sick leave credits shall not be converted to hours.

For the purpose of granting sick leave (Article 19) in accordance with this Appendix, all sick leave credits for employees entering the lay-day system will be adjusted by a factor of 7/5. For employees leaving the system, leave credits will be adjusted by a factor of 5/7.

Administration

- (a) Lay-day credits shall be accumulated at the rate of pay for the sub-group and level at which they are earned. ~~When~~ there is a change in an employee's sub-group and level:
- (i) for a temporary period, credits shall be converted to the employee's substantive level; and
 - (ii) for permanent changes, all accumulated credits shall be converted to the employee's new sub-group and level.

The conversions shall be effected by multiplying the number of lay-day credits to be converted by the ratio of the two (2) monthly rates of pay, rounded to two (2) decimals.

- (b) Lay-day credits ~~may~~ be prorated on the basis of the hours in the normal work day.
- (c) An employee ~~who~~ has reported for work, and remains ashore waiting to board a vessel shall receive his regular pay, but shall not earn lay-days and there will be no deduction from the employee's lay-day bank.

Advancement of Lay-day Credits

At the request of the employee and with the approval of the Employer, lay-day credits ~~may~~ be advanced to an employee, subject to the deduction of such advanced credits from any lay-day credits subsequently earned.

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

ANNEX "A"

CCGS BARTLETT

FPV PIERRE FORTIN

FRV WILFRED TEMPLEMAN

CCGS MARY HICHENS

CCGS SIR HUMPHREY GILBERT

CCGS ALERT

CCGS SAMUEL RISLEY

FPV LE QUEBECOIS (OR CHARTERED
REPLACEMENT)

FPV L.J. COWLEY

CCGS SIMON FRASER

Delete Letter of Understanding 81-1 in its entirety from the collective agreement signed between the Alliance and the Employer on June 26, 1981, which was extended by the Public Sector Compensation Restraint Act and which expired on October 31, 1984 and replace by the following:

LETTER OF UNDERSTANDING (86-1)

File Nos : 8933/612-4
8933/662-4

October 2, 1986

Mr. Albert Burke,
Executive Vice-President,
Public Service Alliance of Canada,
233 Gilmour Street,
Ottawa, Ontario.
K2P 0P1

Dear Mr. Burke:

Re: Ships' Crews Groups
(Non-Supervisory and Supervisory)

This letter will confirm the understanding reached between the Employer and the Public Service Alliance of Canada in negotiations with respect to the granting of days off.

For the duration of the Ships' Crews Groups (Non-Supervisory and Supervisory) Collective Agreements which will expire on December 31, 1987, the Employer recognizes the desirability of granting days off at such times and in such locations so as to provide an employee the opportunity to enjoy his days off preferably at home, or if not at home, in a community which affords him a recreational outlet.

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

1. The Employer will grant an employee compensatory leave in the vessel's home port unless otherwise mutually agreed.
2. The Employer will grant days of rest to an employee either
 - (a) in the vessel's home port,
or
 - (b) when, in the opinion of the Employer, an employee is within reasonable travelling distance from his place of residence or the vessel's home port,
or
 - (c) in a location which, in the opinion of the Employer, provides adequate recreational facilities,
or
 - (d) in any other location which might be agreeable to both the employee and the Employer.
3. When (2) above does not apply, an employee shall work on his day of rest at the applicable overtime compensation or, if, in the opinion of the Employer, sufficient work is not available and the employee does not work, he shall be granted one-half ($\frac{1}{2}$) day of compensation. If he works less than a day,

he shall receive a minimum of four (4) hours' pay at the applicable premium rate.

Yours sincerely,

A handwritten signature in cursive script that reads "Dennis G. Duggan". The signature is written in black ink and is positioned above the typed name.

Dennis G. Duggan
Negotiator,
Staff Relations Branch.

Received and accepted by the Alliance

A handwritten signature in cursive script that reads "Albert S. Burke". The signature is written in black ink and is positioned above a horizontal line. Below the line, the name "Albert S. Burke" is typed in a standard font.

Delete Letter of Understanding 81-3 in its entirety from the collective agreement signed between the Alliance and the Employer on June 26, 1981, which was extended by the Public Sector Compensation Restraint Act and which expired on October 31, 1984 and replace by the following:

LETTER OF UNDERSTANDING (86-3)

File Nos: 8933/612-4
8933/662-4

October 2, 1986

Mr. Albert Burke,
Executive Vice-president,
Public Service Alliance of Canada,
233 Gilmour Street,
Ottawa, Ontario.
K2P 0P1

Dear Mr. Burke:

Re: Ships' Crews Groups
(Non-Supervisory and Supervisory)

This letter will confirm the understanding reached between the Employer and the Public Service Alliance of Canada in negotiations with respect to the accumulation of compensatory leave.

For the duration of the Ships' Crews Groups (Non-Supervisory and Supervisory) **Collective** Agreements **which** will expire on December 31, 1987, the Alliance and the Employer mutually recognize the benefit to **all** parties of employees accumulating compensatory leave in anticipation of non-operational and/or off duty periods. Failure to accumulate sufficient compensatory leave credits to cover the anticipated periods could lead to employees being placed on off-duty status, resulting in a loss of pay for all or a portion of the non-operational period.

Accordingly the Alliance encourages employees to accumulate and retain compensatory leave credits sufficient to cover:

(1) periods during which the vessel will be non-operational by reason of refit, repair, seasonal lay-up, etc.,

and

(2) periods during which the employee is not required to work in accordance with a rotational or relief crew system.

To facilitate such accumulation of compensatory leave, the Employer undertakes to provide employees with as much notice as possible of the periods referred to in (1) and (2) above,

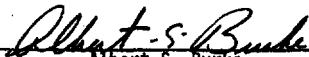
The Employer also recognizes the desirability of permitting employees to accumulate compensatory leave credits in excess of three hundred (300) hours for purposes such as seasonal lay-up, educational purposes and other reasonable requests. In the event that such accumulated compensatory leave is not used for the purpose requested it shall be liquidated in cash.

Yours sincerely,



Dennis G. Duggan,
Negotiator,
Staff Relations Branch

Received and accepted by the Alliance



Albert S. Burke

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