

Field Season OT & Expense Guidelines for OSD staff

04-Mar, 2023

This document provides guidelines for a common understanding with regards to overtime, shift premiums, travel and other allowances. It is intended to ensure employees are treated consistently and fairly. Union and government sources are referenced.

Key messages:

OT

- Field work does not necessarily incur overtime (OT) costs. Small boat and day charters are reasonable duties of work for most technical staff in OSD.
- OT is only paid when worked, and when scheduled and approved prior. It is subject to articles of the Collective Agreements.
- Most staff have field work and willingness to work OT as condition of employment so staff are normally amenable to working OT upon request.
- Work days aboard CCG vessels will normally not be less than 8 hours (0.5 hours OT), the minimum earned for each day at sea on these vessels. An example 8 hour shift is 7AM to 3PM and includes payment for 0.5hr meal which is often not taken at sea.
- Chief Scientists will schedule and include any transit days at 8 hours (0.5 hours OT).

Shift Premiums

- Day workers are typically not eligible for shift premiums. Weekend premiums for day workers differs depending on the collective agreements.
- As reflected in the collective agreements (see below appendices) Shift Premiums are applied to hours work outside of 0800 – 1600 and include any overtime hours. Shift Premiums will only be applied for hours worked that are part of a pre-approved scheduled program.
- Should a program requires the employee to work outside of regular work hours (0800 – 1600), as dictated by the program and thus no choice is given to the employee. An example would be a worker on a rotating 24 hour watch program or an employee working on a program that conforms to the schedule of a ship and the existing work schedule on that ship (for example a ship that runs a day watch of 0700 - 1900).
- Shift Premiums are not to be applied in situations where the worker is not working to a pre-approved scheduled program outside hours 0800 - 1600. For example; a worker working approved overtime hours to complete a project, cruise prep or additional hours required for travel.
- Shift premiums are not to be applied for hours worked outside 0800 - 1600 if it is part of a worker requested shift (ie. worker desires to shift their schedule for personal needs).
- **Unscheduled work that occurs as needed either outside 0800-1600 or in excess of 7.5 hours a day is not shift work.** It is common and possible to earn overtime and/or work outside of 0800-1600 without being on shift. Examples:
 - After notification/approval prior to the cruise, working 12 hours per day, 0000-1200, for a set duration while in the field. SHIFT WORK
 - After approval from supervisor, working late for several weeks to get equipment ready for a cruise. NOT SHIFT WORK.

Field Season OT Guidelines

The following guidelines are intended to ensure that staff get their due OT benefits and are within the Division's budget and operational needs. They are intended for field-going staff only. Examples include staff conducting at sea work aboard CCG vessels, DFO small vessels, charter vessels, or field work by DFO or rental vehicle, such as beach seining or weather station maintenance.

These guidelines do not cover "Travel Days" which are specifically covered under the various collective agreements. Travel days are typically applicable to commercial flight days, train, taxi or other travel with no additional field work being done at either end.

All staff should work with their Section Head and supervisor prior to the cruise to determine the amount of Compensatory time (CTO), vs cash payment for overtime accrued. If in doubt consult your supervisor and manager. The CS will, in turn, provide the estimates to the Section Head for budget management.

Compensatory leave, so accrued, will be taken subject to operational requirements as determined by your supervisor. Bear in mind that all PIPSC and PSAC employees should use their compensatory leave before Sept 30 of the following year per their respective collective agreements or it will be paid out automatically. EL's are subject to different rules on Compensatory time including that unused leave does not expire nor is it paid out automatically. Staff should consider their Compensatory leave in combination with their annual vacation leave allotment in consultation with their managers/supervisors.

OT is normally pre-approved by the Section Head. Additional OT due to changes in plans must be approved aboard the vessel by the Chief Scientist or supervisor. Hours may be adjusted to meet operational needs such as making the most of good weather, or use of 12 hour shifts if determined by the Chief Scientist and mutually agreed to by staff.

See *key messages* section above for Shift Premium eligibility. Please consult with your Supervisor or Section Head if an exception is needed.

Note, Travel status leave does apply in either case. (See additional comments below).

Default payment for OT is cash however flexibility exists in most cases to compensate with leave. Please consult with your Supervisor and/or Section Head to confirm this prior to departure. Chief Scientists confirm hours and payout preference with staff as part of mission approval processes. For staff working on non-OSD field work, staff are expected to take cash only.

Casual employees and term employees less than three months are not entitled to compensatory leave and must be paid in accordance with the relevant collective agreement.

<http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=15772#secA.4>

Additional comments.

Chief Scientists will schedule and include any transit days. Staff do not automatically receive 12 hour shifts during transit days as these are often reduced work days. With proper advance notification per collective agreement (21, 5 , or 7 days of sailing for EL, PC/CH/BI, and EG employees respectively), staff can revert to 8 hour shifts (stay on same day/night shifts) as example, during these scheduled transit days.

The option exists for staff to work overtime on transit days subject to Chief Scientist approval and need. If Search and Rescue (SAR), a mechanical issue or weather interrupts the work schedule, then staff will be on ready status and compensated at the normal shift length. Staff may be requested to be flexible and work the reduced length (i.e. 8hrs) on a rescheduled transit day. For clarity, the pre-cruise schedule may include transit days, but the actual date of these days may shift as the cruise evolves.

Staff will be compensated for their normal shift in unexpected circumstances such as SAR , mechanical or weather days as they will be considered to be available for work, until such time as the Chief Scientist/Supervisor or Captain (CCG vessels) returns to schedule, or cancels the mission.

This model expresses our need to try to be accountable for transit days where staff are likely not collecting/processing samples. Advance scheduling of 12 hour shifts on 24-hour vessels will be the norm.

Appendices

1) Notes re OT Claims

Appendix K-4 Transfer at Sea Allowance

NOTE: this issue is currently subject to a grievance that has yet to be resolved. Therefore, the following interpretation is still in effect.

Although **K-4.01** does not specifically include the words “ship” or “survey launch”, the intention appears to be to provide some compensation when moving from one unsecured platform to another. In addition terms used such as “not berthed” and “secured state” are open to interpretation.

Therefore, if transferring from one unsecured vessel to another unsecured vessel (e.g. *Vector* to *Anderson*), **employees can claim a transfer at sea**. This does not apply if either vessel is secured (i.e. anchored or tied alongside). For example, if transferring from the *Anderson* to a barge/fish farm, the farm is in a secured state so transfer at sea cannot be claimed

Staff should claim this on the OT form under other using Code 158 with an explanatory remark.

2) Notes re Travel Expense Claims

Meal allowances cannot be claimed on the *Vector/Tully/LSSL/Laurier/etc* as food is provided. They are applicable on travel days only depending on times.

Incidentals do apply, count the number of days, including partial ones, that you are outside your headquarters area as defined in the travel directive.

The NJC travel directive is a useful reference.

<http://www.njc-cnm.gc.ca/directive/travel-voyage/index-eng.php>

3) Notes re Other Claims

Article 34.08 call home

When an employee is to be away from home on two (2) consecutive days of rest they shall be entitled to be reimbursed for one ten (10) minute station to station call home in addition to those that they may be eligible for under the travel directive.

Note the employer is not required to provide the means to call home and reimbursement will only be made for calls that actually do occur. Receipts are required.

4) Shift and Weekend Premiums

OSD employees are subject to Hours of Work as per article 25 of the TC collective agreement and article 8 of the SP collective agreement. EL collective agreement details are listed below. It is expected that employees will work their allotted hours between 0600-1800 weekdays unless required to work outside these hours due to operational needs. This principle applies to all employees at all times.

The CS is responsible for determining who is on shift and who is a day worker based on experience, personal suitability and operational needs. Staff claiming shift and weekend premiums need to clearly identify hours worked in the Remarks column of the OT form. It is the responsibility of individual staff member to ensure they are clear on hours to be worked and shift premiums that apply to them. Any confusion should be resolved prior to deployment on vessels.

The *Anderson* and *Titan* small craft are considered to be day boats operated by Day Workers.

For administrative purposes Shift premiums are also not normally approved for short field missions (<5 days)

5) From the SP collective agreement:

****Article 8: hours of work**

Clauses 8.02 through 8.05 shall not apply to employees on shift work. **Clauses 8.06 through 8.18 shall apply only to employees on shift work.**

Shift work

8.06 "Shift schedule" means the arrangement of shifts over a given period of time **not exceeding two (2) consecutive months** and, where practical, for a **minimum period of twenty-eight (28) consecutive days.**

8.07 For employees engaged in shift work, the hours of work shall average thirty-seven decimal five (37.5) hours per week over the period of a shift schedule exclusive of meal periods.

Shift premium

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8.17

- a. An employee working a regularly scheduled shift will receive a shift premium of two dollars (\$2) per hour for each hour worked, including overtime hours, between 1600 and 0800.
- b. An MT shift work employee whose hours of work are scheduled between 2300 and 0700 will be paid, in addition to the shift premium outlined in 8.17 (a), an additional premium of one dollar fifty cents (\$1.50) for all hours worked between 2300 and 0700.

Weekend premium (*only for workers on Shift*)

8.18 Employees working during the weekend will receive a weekend premium of two dollars (\$2) per hour for all hours worked, including overtime hours, on Saturday and/or Sunday. However, the foregoing shall not apply in cases where an employee to whom clause 8.02 applies requests to work on Saturday and/or Sunday.

Shift premium

8.17

a. An employee working a regularly scheduled shift will receive a shift premium of two dollars (\$2) per hour for each hour worked, including overtime hours, between 1600 and 0800.

Overtime

9.01 When an employee is required by the Employer to work overtime, the employee shall be compensated as follows:

- a. on the employee's normal work day, at the rate of time and one-half (1 1/2) for the first (1st) seven decimal five (7.5) hours of overtime worked and at the rate of double (2) time for all hours of overtime in any contiguous period in excess of the first (1st) seven decimal five (7.5) hours;
- b. on the employee's first (1st) day of rest, at the rate of time and one-half (1 1/2) for the first (1st) seven decimal five (7.5) hours of overtime worked and at the double (2) time rate for each contiguous hour thereafter.

13.09 Travel status leave

a. An employee who is required to travel outside his or her headquarters area on government business, as these expressions are defined by the Employer, and is away from his permanent residence for twenty (20) nights during a fiscal year shall be granted seven decimal five (7.5) hours off with pay. The employee shall be credited with an additional seven decimal five (7.5) hours off for each additional twenty (20) nights that the employee is away from his or her permanent residence to a maximum of eighty (80) additional nights.

b. The maximum number of hours off earned under this clause shall not exceed thirty-seven decimal five (37.5) hours in a fiscal year and shall accumulate as compensatory

6) From the TC collective agreement:

Day work

25.04 Except as provided for in clause 25.09:

- a. the normal workweek shall be thirty-seven decimal five (37.5) hours,
- b. from Monday to Friday inclusive,
- c. comprising of five (5) days of seven decimal five (7.5) consecutive hours each, exclusive of a lunch period,
and
- d. shall be scheduled to fall within a nine (9) hour period between the hours of 06:00 and 18:00, unless otherwise agreed in consultation between the Alliance and the Employer at the appropriate level.

Article 27: shift and weekend premiums

27.01 Shift premium

An employee working on shifts will receive a shift premium of two dollars (\$2.00) per hour for all hours worked, including overtime hours, between 16:00 and 08:00. The shift premium will not be paid for hours worked between 08:00 and 16:00.

27.02 Weekend premium

- a. An employee working on shifts during the weekend will receive an additional premium of two dollars (\$2.00) per hour for all hours worked, including overtime hours, on Saturday and/or Sunday.

Article 34.09 Travel Status Leave

- a. An employee who is required to travel outside his or her headquarters area on government business, as these expressions are defined by the Employer, and is away from his or her permanent residence for twenty (20) nights during a fiscal year shall be granted seven decimal five (7.5) hours off with pay. The employee shall be credited with one (1) additional period of seven decimal five (7.5) hours for each additional twenty (20) nights that the employee is away from his or her permanent residence to a maximum of one hundred (100) additional nights.
- b. The maximum number of hours off earned under this clause shall not exceed forty-five (45) hours in a fiscal year and shall accumulate as compensatory leave with pay.
- c. This leave with pay is deemed to be compensatory leave and is subject to paragraphs 28.02(c) and (d).

Safety footwear

Reimbursement amount is \$200 every 3 years (need to confirm on website)

Replacement of safety footwear is based on fair wear and tear.

Approval should be received from supervisor/manager prior to purchase.

Please use the following form with a receipt attached:

http://forms-formulaires.dfo-mpo.gc.ca/Regional/MAR_31.pdf

7) **FOR EL Collective Agreement**

Under the EL Collective Agreement, the employee is entitled to both the meal reimbursement under Article 25.05 of the collective agreement, as well as any allowances they are entitled to under the NJC travel Directive, when working overtime while on travel status, providing they meet the requirements of Article 25.05.

Note this only applies to “hours of overtime immediately following his or her scheduled hours of work”. So you don’t get the reimbursement if the hours of overtime do not immediately follow scheduled work, or on Saturdays, Sundays and Stat. Holidays (which are not scheduled hours of work). Additionally, ELs are compensated at 1.5x rate during Stat. Holidays (not 2x rate as other Collective agreements).