

Date: 20161202

Files: 566-02-9886 and 9887

Citation: 2016 PSLREB 114

*Public Service Labour Relations
and Employment Board Act and
Public Service Labour Relations Act*



Before a panel of the
Public Service Labour Relations
and Employment Board

BETWEEN

JOHN DUCEY AND ANDREW MALLOY

Grievors

and

**TREASURY BOARD
(Department of National Defence)**

Employer

Indexed as

Ducey v. Treasury Board (Department of National Defence)

In the matter of individual grievances referred to adjudication

Before: William H. Kydd, a panel of the Public Service Labour Relations and
Employment Board

For the Grievors: James L. Shields and Paul Cameron, counsel

For the Employer: Ketia Calix, counsel

Heard at Halifax, Nova Scotia,
February 3 and May 26 and 27, 2015.

REASONS FOR DECISION

I. Individual grievances before the Board

[1] This adjudication arose from a dispute about the amount of overtime that should have been paid to John Ducey and Andrew Malloy, the grievors, during sea trials that took place on the submarine HMCS Windsor and the frigate HMCS Halifax.

[2] On November 1, 2014, the Public Service Labour Relations and Employment Board Act (S.C. 2013, c. 40, s. 365) was proclaimed into force (SI/2014-84), creating the Public Service Labour Relations and Employment Board to replace the former Public Service Labour Relations Board as well as the former Public Service Staffing Tribunal. On the same day, the consequential and transitional amendments contained in sections 366 to 466 of the *Economic Action Plan 2013 Act, No. 2* (S.C. 2013, c. 40) also came into force (SI/2014-84). Pursuant to section 393 of the *Economic Action Plan 2013 Act, No. 2*, a proceeding commenced under the *Public Service Labour Relations Act* (S.C. 2003, c. 22, s. 2) before November 1, 2014, is to be taken up and continue under and in conformity with the *Public Service Labour Relations Act* as it is amended by sections 365 to 470 of the *Economic Action Plan 2013 Act, No. 2*.

[3] The grievors are employed by the Department of National Defence (“the employer”) at Fleet Maintenance Facility Cape Scott (“FMF Cape Scott”), which is an engineering support facility in Halifax, Nova Scotia. They conducted sea trials on HMCS Windsor from April 4 through 8, and on HMCS Halifax from April 9 through 11, 2013.

[4] The grievors were civilian technicians who worked in the Communication and Navigation Section of the Combat Systems Engineering Department at FMF Cape Scott. Mr. Ducey had experience conducting sea trials, while the one on HMCS Windsor was Mr. Malloy’s first time on a submarine. The bargaining agent representing them had requested that a less-experienced technician accompany Mr. Ducey on that sea trial, to receive on-the-job training (OJT). Steve Watters was the manager of the Combat Systems Engineering Department at FMF Cape Scott. He agreed that Mr. Malloy should accompany Mr. Ducey and testified that the decision was also based on experience that the work was too tiring for just one technician to carry out. He also agreed that some of the work, such as the “AGILOG” trial, was difficult for one person to do.

[5] The parties agreed that the evidence at the hearing would be restricted to Mr. Ducey’s activities during the sea trials on HMCS Windsor and that the findings would be applied similarly to Mr. Malloy’s activities on that same vessel and to both grievors’

activities during sea trials on HMCS Halifax.

[6] Ashore, the grievors worked on gyroscopes, speed logs, GPS, navigation distribution systems, electronic charts, inertial navigators, meteorological equipment, and ships' helicopter landing horizon reference systems. However, the HMCS Windsor sea trial involved three different types of gear: an AGILOG, an inertial navigation system (SINS), and a navigation distribution system (NDS). Testing and calibrating them sometimes required lengthy non-stop periods of work.

[7] Both grievors worked regular hours at FMF Cape Scott from Monday through Friday and did not work shifts. Therefore, they were non-operating employees, as defined by clauses 2.01(o) and (p) the collective agreement between the Treasury Board and the International Brotherhood of Electrical Workers, Local 2228 ("the bargaining agent"), for the Electronics Group, which expired on August 31, 2014 ("the collective agreement"). Those clauses read as follows:

2.01(o) "non-operating employee" means an employee whose hours of work are not normally scheduled on a rotating shift basis and whose regular duties, at his/her normal workplace, do not include the actual in situ maintenance of electronic equipment that must be continually available beyond the hours of 0600 to 1800 local time;

(p) "operating employee" means an employee whose hours of work are normally scheduled on a rotating shift basis and/or whose regular duties at his/her normal workplace, include the actual in situ maintenance of electronic equipment that must be continually available beyond the hours of 06:00 to 18:00 local time

[8] Clause 23.04(a)(i) of the collective agreement refers to the normal scheduled hours of work for non-operating employees as follows:

Normal scheduled hours of work for non-operating employees shall be thirty-seven decimal five (37.5) hours per week consisting of five (5) consecutive days, Monday to Friday inclusive, each day to be seven decimal five (7.5) hours (exclusive of a meal break) between the hours of 07:00 and 18:00 local time.

[9] Clause 23.04(b) provides that non-operating employees will be provided with a scheduled unpaid meal break of not less than 30 minutes and not more than 1 hour.

[10] Mr. Ducey testified that his regular hours of work at FMF Cape Scott were from

07:10 until 16:00 each day. However, I accept Mr. Watters' evidence, which was corroborated by documentation, which was that Mr. Ducey's regular hours of work were from 07:30 until 16:20 each day. In any event, it was agreed that Mr. Ducey regularly worked 8 hours and 50 minutes less a half-hour lunch break for a total of 8.33 hours a day.

[11] Article 32 of the collective agreement provides special rules for paying overtime during sea trials. Its relevant portions read as follows:

32.01

(a) When an employee is required to be in a submarine during trials under the following conditions:

(i) he or she is in a submarine when it is in a closed down condition either alongside a jetty or within a harbour, on the surface or submerged; i.e., when the pressure hull is sealed and undergoing trials such as vacuum tests, high-pressure tests, short trials, battery ventilation trials or other recognized former trials, or the submarine is rigged for diving;

or

(ii) he or she is in a submarine when it is beyond the harbour limits on the surface or submerged;

or

(b) when an employee is required to proceed to sea beyond the harbour limits aboard a HMC Ship, Auxiliary Vessel or Yardcraft for the purpose of conducting trials, repairing defects or dumping ammunition;

or

(c) when an employee is required to work in a shore-based work site in direct support of an ongoing sea trial;

he or she shall be compensated in accordance with clause 32.04.

32.02 When an employee is at sea pursuant to 32.01, the employee will be considered to be at his or her workplace and not on Travel Status.

...

32.04

(a) He or she shall be paid at the employee's straight-time rate for all hours during his or her regularly scheduled hours of work and for all unworked hours aboard the vessel or at the shore-based work site.

(b) He or she shall be paid overtime at time and one-half (1 1/2) the employee's straight-time hourly rate for all hours worked in excess of the regularly scheduled hours of work up to twelve (12) hours.

(c) After this period of work, the employee shall be paid twice (2X) his or her straight-time hourly rate for all hours worked in excess of twelve (12) hours.

(d) After this period of work, the employee shall be paid three (3) times his or her straight-time hourly rate for all hours worked in excess of sixteen (16) hours.

(e) Where an employee is entitled to triple (3) time in accordance with paragraph (d) above, the employee shall continue to be compensated for all hours worked at triple (3) time until he or she is given a period of rest of at least ten (10) consecutive hours....

32.05 In addition, an employee shall receive a submarine trials allowance equal to twenty-five percent (25%) of his or her basic hourly rate for each completed one-half (1/2) hour he or she is required to be in a submarine during trials as per the conditions prescribed in paragraph 32.01(a).

[12] Clause 32.01 applied to the grievors who therefore were entitled to be compensated in accordance with clause 32.04.

[13] After the sea trials were completed, on April 16, the grievors were asked to provide a breakdown of the time spent on their activities during the sea trials and the amount of overtime they were claiming.

[14] Mr. Ducey replied by email on the same day, as follows:

Here are the hours worked during our time at Sea on WSR [Windsor].

As our interpretation of the collective agreement differs from Managements, and other facts related to the contract, myself and Andy requested that FMFCS [Fleet Maintenance Facility Cape Scott] input our time in accordance with attached document and their version of applicable contract clauses. [Sic throughout]

[15] Attached to the email was a spreadsheet, which is attached to this decision as Appendix 1 (Exhibit 1, Tab 3).

[16] The following notes were attached to that spreadsheet:

1. *The Weapons Storage Compartment (WSC) was very noisy post Dive due to, Safety Checks, Underwater Telephone Checks, FwdSSE Shot and the Emergency Escape Repair/Realignment.*
2. *Encountered Delays due to Propulsion/Power issues, Contact interference and Submarine manoeuvrability.*
3. *The Weapons Storage Compartment (WSC) is a Working Space on Victoria Class Submarines. In addition to it being a working space, there were approximately nine (9) Military Members conducting BSO (Basic Submariner Qualification) Training throughout the 5 Day Sea time. There were continuous interruptions, due to Training/Book Signoff for Dolphins, for procedures dealing with such equipment as: the emergency escape hatch, pyro locker, anchor and various valves and switches. This was also their living area for all the Trials/Rest periods.*
4. *The sleeping conditions include Note 3, and a sleeping pad with sleeping bag, resting in a metal container secured to the torpedo storage rack. Showers at Sea for the first Four days are discouraged. Bird Baths only. Meal Hours are 300- 0400, 1100-1200 and 1900-2000.*
5. *The environmental conditions consisted of air temperature between 10-13 Degrees Celsius, with Humidity in the range of 50-75%. When sewage is dumped at sea, the vent pipe is located in the WSC.*
6. *Submarine Fire Exercise in ATP. (ATP is Located below the WSC.*
7. *Classified SINS Issue. SS had classified USN SSN Navigation Handbook that was used to deal with the SINS issue. Procedures from the handbook were followed to gather further experience with an At Sea SINS.*
8. *Fire exercise in Galley 1630-1645. Andy Trapped in Gyro room with smoke.*
9. *Real HPA (high pressure air) Burst in Control Room*

2100-2110. [Sic throughout]

[17] In his testimony, Mr. Ducey confirmed the information he had included in those notes.

[18] With respect to April 4, from 1600 to 1620, described as “diving stations” in the first spreadsheet, Mr. Ducey testified as follows: “We considered that we worked during this dive”, because everyone on board had to be at a high state of readiness. He explained it via an example of a problem HMCS Victoria had experienced in 2003-2004 when, during its first dive, a leak resulted in water streaming in throughout the boat. A watertight bulkhead had to be closed to prevent seawater from reaching the batteries and producing poisonous chlorine gas. He said that during the dive on HMCS Windsor on April 4, between 16:20 and 17:15, the crew were trying to fix the emergency escape hatch. Although they were not working, they had no place to go other than the Weapons Storage Department, which was a very noisy hive of activity. He said that it was difficult to rest during the mandated “rest at sea” periods because of the conditions described in the notes numbered 3 to 5.

[19] In cross-examination, it was suggested to Mr. Ducey that the submarine allowance provided in clause 32.05 was to compensate for such conditions. He disagreed but did not suggest any other rationale for the allowance.

[20] Then, on April 23, the grievors received an email from Dave Rutherford, a communications engineer and manager at FMF Cape Scott, which read as follows:

1. As discussed, I have had a look at your time record below and offer my interpretation of your collective agreement against the hours worked. This interpretation is summarised below and in the attached spreadsheet for your review.

In summary, both Andrew and yourself would make the following time entries against the Agilog, INS and NDDS trials for WINDSOR.

Sub Allowance: 189 units (this is the sum total of halfhour blocks while embarked iaw (in accordance with) art 32.05.

Rest at Sea 1.0 x OT: 46.5 Hours

1.5 x OT : 16.34 Hours

2.0 x OT: 15.58 Hours

3.0 x OT: 0 Hours

2. The following interpretations of your collective agreement were applied.

- a. Article 32.04 (d) & (e) - Triple time was not applied since no period of work exceeded 16 hours straight or 16 hours in a 24 hour period. Also, a period of triple time (once incurred) can be broken by a period of rest of ten hours.
- b. Article 32.04(a) - Compensation is applied at the straight time rate for regularly scheduled hours of work and all unworked hours aboard the vessel. Rest at Sea at the 1XOT rate is not applied during regular scheduled hours of work. In this case Thursday and Friday.
- c. Article 32.04(b) & (c) were applied for those hours worked on Thursday and Friday beyond regularly scheduled hours of work.
- d. Article 24.05 and 24.06 were applied for those hours worked on Saturday and Sunday.
- e. The notes section of your record are acknowledged and recognised as a fact of life aboard a submarine. The submarine allowance is paid in compensation for this hardship and did not factor into the interpretation of Rest at Sea.

3. My preference is for the two of you to enter your own time in accordance with standard shop practice. If you make your time entry prior to Wed 24 Apr13, I can have it approved in time for the next pay period.

4. Let me know if you have any further questions with this interpretation.

[Sic throughout]

[21] The spreadsheet attached to Mr. Rutherford's April 23rd email ("the second spreadsheet") incorporated the time spent working and the types of work that the grievors had provided to Mr. Rutherford and indicated the overtime that the employer claimed was due them. The portion of it that applied to Mr. Ducey is attached as Appendix 2 (Exhibit 1, Tab 4).

[22] Attached were the same notes appended to the first spreadsheet.

[23] In his testimony, Mr. Watters explained that in the second spreadsheet at the

entry for April 4, the employer showed that it had calculated the 12 hours needed to qualify for the double-time overtime rate, per clauses 32.04(b) and (c) of the collective agreement, by including the regular hours worked, which are denoted with an “x”. This resulted in the time from 20:00 to 24:00 on April 4 being apportioned so that 1.08 hours was payable at the double-time overtime rate.

[24] Mr. Watters also explained that when that spreadsheet was prepared, the employer interpreted the 12-hour count in clauses 32.04 (b) and (c) as being reset each day. As a result, it showed that on April 5 from 13:30 to 1800, when regular hours ended at 16:20, the rate paid for the remaining 1.67 hours was time-and-a-half. It interpreted that the reset 12-hour count was not reached until 20:00, between 18:00 and 20:20, when the double-time overtime rate started again.

[25] This was the first sea trial in which the employees were given mandatory rest periods. Before this trial, there had been similar rest periods, but they had not been mandatory, and they had depended on how tired the employee was. Typically, as more time elapsed, the grievors became more tired, and they were able to work, for example, three hours on and three hours off.

[26] The grievors disagreed with what management claimed was owed them in overtime and took the position that it was different from how it had paid overtime during earlier sea trials. The differences between their positions were illustrated in a spreadsheet that Mr. Ducey prepared (Exhibit 1, Tab 5, attached as Appendix 3), which he said showed the past practice. Note that I inserted comments in square brackets in that spreadsheet (“the third spreadsheet”) concerning the parties’ respective positions.

[27] I accept Mr. Ducey’s evidence that there was a past practice that regular hours of work applied only to the first day of a sea trial. Pay records from previous sea trials that the grievors adduced corroborated that practice. There is no record in them that regular hours occurred after the first day.

[28] The employer disputed the amounts of overtime the grievors claimed. They each filed similar grievances on June 4 and 5, 2013. Mr. Ducey’s stated as follows:

I grieve Management’s misinterpretation of the EL Collective Agreement and the Administration of my Fiscal Year 2013/14 Overtime. This new Sea Trial Overtime interpretation is in violation of the Collective Agreement,

Relevant Arbitral Awards, DND Directives and Policies, and conflicts with past practices.

I Grieve Managements forced breaks that were implemented in an effort to lower local unit overtime spending, but increases overall budget spending. These forced breaks significantly increase trial duration and cause unnecessary time away from family.

Request Fiscal Year 2013/14 overtime compensation be in line with the correct interpretation and intent of the Collective Agreement.

Request that Sea Trials be conducted based on cost effectiveness of DND and the correct interpretation and intent of Article 32, Sea Trials Allowance of the CA. Additional unnecessary time away for Family should also be a consideration.

[Sic throughout]

[29] In its first reply, made on October 4, 2013, and signed by Mr. Watters, the employer denied the grievance, stating that the imposed breaks were not invoked in accordance with clause 23.13, entitled “Encroachment”, which was implemented to balance health and safety with work efficiency. Clause 23.13 reads as follows:

An employee who has not had a break of eight (8) consecutive hours during a twenty-four (24) hour period in which he or she works more than fifteen (15) hours shall not be required to report for work on his or her regularly scheduled shift until a period of ten (10) hours has elapsed from the end of the period of work that exceeded fifteen (15) hours. If, in the application of this clause, an employee works less than his or her regularly scheduled shift he or she shall, nevertheless, receive his or her regular daily rate of pay.

[30] The parties did not meet at the second level of the grievance procedure, but the employer sent a reply dated January 17, 2014, stating that management’s reasons for imposing rest breaks were justified, as per the following:

- *For the sea trials in question, management arranged the work schedule to avoid situations whereby you would have to work continuously for several hours without receiving a break. As such, management imposed a 10 hour rest break between the Doppler speed log trial and the INS trial. Management then established that for the duration of the INS trial, employees would work 4 hours on and four hours off.*

- *The intent for management to incorporate rest breaks into the schedule was twofold: first to ensure employees remained alert and safe when performing the trials and secondly to ensure fiscal responsibility was being exercised.*
- *Overtime, especially triple time, should be kept to a minimum in accordance with the collective agreement.*
- *It was confirmed to you in the first level grievance response that under Article 32.04(a) of the EL collective agreement, you are compensated at straight time pay for all unworked hours aboard the vessel. Therefore you were compensated for all time spent while resting at sea.*

[31] The Director General, Workplace Management, in Ottawa, Ontario, signed the employer's third-level response on behalf of the deputy minister. It was dated January 26, 2015. It partially upheld the grievances, noting that because the grievors were non-operating employees whose hours of work were not normally scheduled on a rotational shift basis, their "... hours of work should not have been modified to a schedule on a rotating basis during the April 2013 sea trials", and that "... [c]onsequently [they would] be compensated in accordance with article 32 of [the] collective agreement."

[32] Before the hearing, the grievors requested that the employer clarify how its position in its third-level reply changed from its original position (see Exhibit 1, Tab 4).

[33] In response, shortly before the hearing started, the employer provided the bargaining agent with another spreadsheet ("the fourth spreadsheet", Exhibit 3 and Appendix 4), which stated its position as of February 3, 2015, the date on which the hearing started.

[34] The fourth spreadsheet showed the employer's position had changed as follows:

- On April 6, between 16:00 and 20:00, 0.5 hours were payable at time-and-a-half and 3.5 hours at double time.
- On April 7, the work done from 00:00 to 04:00 was payable at time-and-a-half instead of at double time, from 08:00 to 08:30 at time-and-a-half, and from 08:30 to 12:00 at double time.
- From 15:00 on April 7, all work was payable at triple time.

[35] The hearing adjourned after February 3 and resumed on May 26, 2015. When it resumed, the parties advised they had reached agreement that the findings on the rates of overtime payable on the HMCS Windsor trials would also apply to that payable on the HMCS Halifax trials. They also had reached agreement on the overtime payable for April 7 and 8 on HMCS Windsor. The grievors had also agreed that 16:20 to 17:15 on April 4 should be paid at straight-time rather than at time-and-a-half. The revised positions of the grievors and the employer were shown in spreadsheets (respectively, Exhibits 7 and 7A).

[36] Mr. Watters testified that as of May 26, 2015, the employer no longer took the position that the 12-hour count per clauses 32.04(b) and (c) of the collective agreement was reset each calendar day. However, its position had become that time worked during regular hours should not be included in the 12-hour count. Its interpretation was that 12 hours worked at time-and-a-half was needed before the rate changed to double time. For example, the result would be that all four hours worked on April 4 between 20:00 and 24:00 would be paid at the time-and-a-half overtime rate.

[37] The relevant portions of the spreadsheet showing the grievors' position (Exhibit 7) are in Appendix 5.

[38] The part of the employer's spreadsheet (Exhibit 7A) showing its position on the overtime payable and that applied to Mr. Ducey can be found in Appendix 6.

II. The parties' positions

1. The grievors' position

[39] The key issue is how clause 32.04 of the collective agreement should be applied when employees are on a sea trial in which they are confined to a ship 24 hours per day for 4 days.

[40] In this case, the only regular hours of work during the sea trials were the initial hours on the first day, April 4, 2013. This was the parties' intention, as reflected in the past practice applied during sea trials in previous years.

[41] By their past practice, the parties had shown that there was agreement on how overtime should be applied, as reflected in Appendices 3 and 5. In particular, the phrase "up to 12 hours" in clause 32.04(b) should be interpreted to include both time

worked during regularly scheduled hours and all hours worked in excess of them.

[42] The employer had no right to mandate rest periods to restrict the grievors from receiving overtime when they were in a captive time situation. *Hutchinson v. Treasury Board (Department of National Defence)*, 2015 PSLREB 32, is the authority for the issue that workers forced to be on board a vessel should be considered working during all the time they are on board, and they are entitled to be paid at the rates as if they were working.

2. Employer's position

[43] "Regular hours" means from 07:30 to 16:20 Monday through Friday. They are not limited to day one of sea trials. They should be excluded when calculating the 12 hours needed to move from the time-and-a-half rate to double time in clause 32.04.

[44] If an employee works overtime at the double-time rate and on the following day works his or her regular hours, then he or she is paid at the straight-time rate for those regular hours.

[45] The language in the collective agreement is not ambiguous; therefore, extrinsic evidence of a past practice was inadmissible.

[46] For estoppel to occur, an authorized employer representative had to have made a promise by words or conduct and then withheld on it. The collective agreement was negotiated, and it applied nationally. It was not reasonable for the union to rely on local managers' actions as constituting holding out on how the collective agreement should have been interpreted.

[47] The employer referred to the following authorities: *Lamothe v. Attorney General of Canada*, 2009 FCA 2; *Federal Government Dockyard Trades and Labour Council East v. Treasury Board (Department of National Defence)*, 2012 PSLRB 118; *Chafe v. Treasury Board (Department of Fisheries and Oceans)*, 2010 PSLRB 112; *Wamboldt v. Canada Revenue Agency*, 2013 PSLRB 55; *Martin v. Canada (Treasury Board)*, [1990] F.C.J. No. 939 (C.A.) (QL); *Lecours v. Treasury Board (Transport Canada)*, 2002 PSSRB 28; *Canada (Attorney General) v. Paton*, [1990] F.C.J. No. 25 (C.A.) (QL); and *BC Ferry Services Inc. v. British Columbia Ferry and Marine Workers' Union*, [2007] B.C.C.A.A.A. No. 188 (QL).

III. Decision

[48] A key issue is the meaning of the phrase “regularly scheduled hours of work” during sea trials. Mr. Ducey’s regular hours of work at FMF Cape Scott were from 07:30 to 16:20, Monday to Friday. The parties agreed that those hours were the “regularly scheduled hours of work” within the meaning of clauses 32.04(a) and (b) of the collective agreement. At issue is whether those hours, in addition to the first day of a sea trial, on other days of the week, excluding Saturday and Sunday, were intended to be included in clause 32.04(a).

[49] From the start, both parties agreed that Mr. Ducey’s regular hours of work on the first day of the sea trials were restricted to the straight-time rate by clause 32.04(a). Nothing in the language of that clause or any other part of the collective agreement suggests that the phrase “regularly scheduled hours of work” does not apply to any additional days of a sea trial.

[50] The evidence was that sea trials involve periods of waiting for the submarine or ship at issue to move and of working at odd times for often lengthy continuous periods. It appears to me that from the outset of the sea trials, the hours being worked differed significantly from the normal hours worked ashore at FMF Cape Scott. No evidence suggested that the routine followed on day one of the sea trials was significantly different from the time worked on the following days. Nothing suggested that it was not intended that the “regular hours of work” exception applied to those following days.

[51] The language of clause 32.04(a) is quite clear that during a sea trial, any work done during “regularly scheduled hours of work” is paid at the straight-time rate. The grievors based their position on a past practice that “regularly scheduled hours of work” applied only to the first day of a sea trial.

[52] The law is well established that interpreting a collective agreement is governed solely by its language unless there is ambiguity. Furthermore, as stated as follows at paragraph 38 of *Federal Government Dockyard Trades and Labour Council East*:

[38] ... It is trite law in adjudicative jurisprudence that my obligation as an adjudicator is to draw the bargaining agent’s and employer’s intention from the words they used when fashioning the collective agreement. I am not

permitted to rewrite the collective agreement, by virtue of section 229 of the Public Service Labour Relations Act (PSLRA), enacted by section 2 of the Public Service Modernization Act, S.C. 2003, c. 22. Section 229 provides as follows:

229. An adjudicator's decision may not have the effect of requiring the amendment of a collective agreement or an arbitral award.

If the words used are clear, then I must apply them, unless the context suggests that the bargaining agent and the employer intended a different result.

[53] An exception allows evidence of a past practice to aid in interpretation only if the collective agreement language is ambiguous or if the past practice creates an estoppel. In my opinion, the language used in clause 32.04 is not ambiguous.

[54] In *Chafe*, the grievors were aquatic science technicians who worked for the Department of Fisheries and Oceans in an office and laboratory in St. John's, Newfoundland. A grievance arose when the employer denied premium claims, which represented a change to its practice. Its counsel submitted that the past practice of the local managers in Newfoundland could not give rise to an estoppel. The managers were not signatories to the collective agreement, and their actions could not bind the Treasury Board. The employer submitted that the bargaining agent had not established on a balance of probabilities that the persons authorized to represent the Treasury Board knew of, agreed with, acquiesced to, or condoned the local practice. The adjudicator accepted this argument, commenting as follows at paragraph 71:

[71] ... I am prepared to accept as a general principle that when a contractual clause is ambiguous, or where it employs technical terminology whose meaning is not immediately clear, I may look to the practice of the parties as an aid when interpreting its true meaning. Assuming for the sake of argument that article 27 is ambiguous (and I am not satisfied that it is), it must at the very least be clear that the parties are aware of the practice in question, and that the practice has been uniformly applied. It is obviously easier to satisfy that condition where there is only one work site, a "hands-on" employer and a relatively small work force. But that is not the case here. I believe I am safe in stating that the collective agreement covers tens of thousands of employees performing a multitude of tasks across Canada in a number of different (and widely-spaced) work sites. It was the bargaining agent's burden to establish on a balance of probabilities that the practice in question was widespread

and was known to the Treasury Board. The evidence it adduced did not go beyond certain employees in the Newfoundland office. The fact then that local managers in Newfoundland have adopted a particular practice with respect to article 27 in the collective agreement cannot be used as an interpretive aid, at least where, as here, there is no evidence that the practice was wide-spread or that the Treasury Board itself was aware of it prior to 2007: see, for example, Versagold Group Limited Partnership (Valley Centre) v. Retail Wholesale Union, Local 580 (2010), 102 C.L.A.S. 293 at para 55 to 57; Fleming, a division of United Dominion Ltd and CAW, Local 1090 (2000) 63 C.L.A.S. 135 at para 7 and 8.

[55] For the same reasons, I find that in this case, past practice cannot be used to contradict the language of the collective agreement and that estoppel is inapplicable. The collective agreement pertains to the “Electronics Group, (All Employees)” employed by the Treasury Board. There was no evidence that the interpretation the local managers at FMF Cape Scott made had been adopted elsewhere or that the Treasury Board had been aware of it before this adjudication hearing.

[56] As stated, I find there was no ambiguity in the language on how to apply the rules in clause 32.04 to the grievors’ different activities during the sea trials sufficient to justify employing evidence of a past practice.

[57] Clause 32.04(b) states as follows: “He or she shall be paid overtime at time and one-half (1 1/2) the employee’s straight-time hourly rate for all hours worked in excess of the regularly scheduled hours of work up to twelve (12) hours.” The bargaining agent submitted that the phrase “up to 12 hours” was intended to include both time worked during regularly scheduled hours and all hours worked in excess of them. In my opinion, that phrase refers only to work done in excess of regularly scheduled hours.

[58] That clause is followed by clause 32.04(c), which states as follows: “After this period of work, the employee shall be paid twice (2X) his or her straight-time hourly rate for all hours worked in excess of twelve (12) hours.” By stating “after this period”, clause 32.04(c) clearly refers to the preceding clause, 32.04(b), and the singular “period of work” in clause 32.04(b) is “... all hours worked in excess of the regularly scheduled hours of work ...”. Therefore, clause 32.04(c) states that after 12 hours of “... all hours worked in excess of the regularly scheduled hours of work ...”, the employee shall be paid twice his or her straight-time hourly rate for all hours worked in excess of those

12 hours.

[59] The bargaining agent also submitted that the employer had no right to mandate a rest period. It stated that by doing so, the employer tried to restrict the grievors to being entitled only to pay at the regular hourly rate, rather than overtime. It cited *Hutchinson* as the authority that it was implied that time spent by employees in such a captive situation was working time and should be categorized as such.

[60] At paragraph 45 of *Hutchinson*, the panel of the Public Service Labour and Employment Board states that while there is a general rule that the time an employee takes to travel to and from his or her normal place of work is not compensated, an exception exists, as follows:

[45] ... where the nature of the work requires the employee to spend extended periods of time away from his or her normal place of work. An example is the case where a maintenance person is assigned to a ship for the purpose of conducting tests or repairs of the vessel at sea. The specific task in question may only require a few hours of the employee's time, but the task itself has to be carried out at sea. Hence, in order to get to and from the place where the work is to be conducted, the employee must spend many more hours on board. In such cases, adjudicators have considered the employees to be "captives" of their employer, in the sense that their free time is no longer strictly speaking their own: see for example, Falconer [Falconer v. Treasury Board (Department of National Defence), PSSRB File Nos. 166-02-15281 and 15336 (19860619)] which decision was affirmed by the Federal Court of Appeal [[1987] F.C.J. No. 163 (C.A.) (QL)]; O'Leary [O'Leary v. Treasury Board (Department of National Defence), PSSRB File Nos. 166-02-15198 and 15199] which decision was affirmed, again by the Federal Court of Appeal [[1987] F.C.J. No. 162 (C.A.) (QL)]. As noted by the adjudicator in O'Leary: "... at the end of the workday, the grievors were not able to leave the work site and occupy themselves in a manner of their own choice": p. 9. That being the case, they were "at work" and hence entitled to compensation under the applicable provisions of the collective agreement.

[61] However, in the case of sea trials, article 32 of the collective agreement presupposes that the employee is in a captive time situation. It applies in clause 32.01, "[w]hen an employee is required to be in a submarine during trials ...". Clause 32.04 contemplates some time being unworked and specifically addresses it by stating that all unworked time is to be paid at the regular rate. Therefore, the conclusion in

Hutchinson, which is that by simply being on board, employees could be deemed to be at work, does not apply to sea trials governed by article 32. A similar argument of the grievors is that the conditions on a submarine often make it impossible to rest during breaks and can require remaining alert to respond to possible emergencies. I think that it is clear that the submarine trials allowance provided in clause 32.05 shows that the parties recognized that the conditions on a submarine warranted additional compensation and agreed on what was appropriate. The grievors have been paid that allowance.

[62] The result is that the grievance should be allowed as the employer breached its obligations. During the hearing, it modified its position, as shown in Appendix 6. I find that its position corresponds to my findings in this decision, and I have attached a similar spreadsheet as Appendix 6 to this decision.

[63] For all of the above reasons, the Board makes the following order:

(The Order appears on the next page)

IV. Order

[64] The grievances are allowed.

[65] The employer is ordered to pay Mr. Ducey for the hours and rates of pay and overtime as shown on the attached Appendix 6.

[66] The employer is ordered to pay Mr. Ducey and Mr. Malloy for their time during the sea trials of HMCS Halifax in April 2013 and Mr. Malloy for his time on HMCS Windsor on April 4 to 8, 2013, using the findings made in this decision as to the appropriate hours and rates.

[67] I will remain seized for 60 days following the release of this decision to resolve any issues arising from the implementation of this order.

December 2, 2016.

**William H. Kydd,
a panel of the Public Service Labour
Relations and Employment Board**

Appendix 1

Date/Time	Activity	John Ducey	Andrew Malloy
<u>4- Apl -13 [Thur]</u>			
845	onboard	work	work
1015	sail	work	work
1100-1130	lunch	rest at sea	rest at sea
1130-1600	transit	work	work
1600-1620	diving stations	work	work
1620-1715	See Note 1		
1715-1915		rest @ sea and supper	rest @ sea and supper
1915-2000	SINS/AGILOG Setup	work	work
2000-2400	Conduct Dived Calibration runs - See Note 2	work	work
		Submarine Allowance Day One	Submarine Allowance Day One
<u>5-Apl-13 [Fri]</u>			
0000-1000	mandated rest period - See Note 3, 4, & 5	rest at sea	rest at sea
1000-1235	conduct/completed dived calibration runs	work	work
1230-1300	lunch outside of meal hours	rest at sea	rest at sea
1300-1330	data collection/analysis/cal data entry	work	work
1330-1800	conduct dived check runs	work	work
1800-2020	SINS Velocity Dampen verification	work	work
2020-2050	supper outside of meal hours	rest at sea	rest at sea
2050-2130	prepare AGILOG data sheets for SS	work	work
2130-2400	mandated rest period see Note 3, 4, and 5	rest at sea	rest at sea
		Submarine Allowance Day Two	Submarine Allowance Day Two
<u>6-Apl-13 Sat</u>			
0000-0800	mandated rest period See Note 3, 4, & 5 Start 4 hour mandated rotation	rest at sea	rest at sea
0800-1000	Start SINS 30 Free Inertial	work	rest but OJT
1000-1200	SINS trial	work	rest at sea. See Note 3, 4, & 5.
1200-1600	SINS trial	rest at sea. See Note 3, 4, & 5.	work
1600-2000	SINS trial See Note 6	work	rest at sea. See Note 3, 4, & 5.
2000-2400	SINS trial	rest at sea. See Note 3, 4, & 5.	work

Appendix 1

		Submarine Allowance Day Three	Submarine Allowance Day Three
<u>7-Apr-13 [Sun]</u>			
0000-0400	SINS trial	work	rest at sea. See Note 3, 4, & 5.
0400-0800	SINS trial	rest at sea. See Note 3, 4, & 5.	work
0800-1200	SINS trial	work	rest at sea. See Note 3, 4, & 5.
1200-1400	SINS trial	rest at sea. See Note 3, 4, & 5.	work
1400-1500	SINS trial data analysis See Note 7	rest at sea. Provide OJT	work
1500-1900	See Note 7 and Note 8	rest at sea. OJT	rest at sea. OJT
1900-2400	See Note 9	rest at sea. See Note 3, 4, & 5.	rest at sea. See Note 3, 4, & 5.
		Submarine Allowance Day 4	Submarine Allowance Day 4
<u>8-Apr-13 [Mon]</u>			
0000-0200		rest at sea See Note 3, 4, & 5.	rest at sea. See Note 3, 4, & 5.
0200-0300	NDS sea trial	work	work
0300-0700		rest at sea. See Note 3, 4, & 5.	rest at sea. See Note 3, 4, & 5.
0700-0730	SINS transit run	work	work
0730-0815	awaiting Pax/Pax transfer	work	work
900	work complete		
		Submarine Allowance Day 5	Submarine Allowance Day 5

Appendix 2

Date/Time	Activity	Reg Day	1.0xOT	1.5xOT	2.0xOT	3.0xOT
<u>4- Apl -13 [Thur]</u>						
845	onboard - work	x				
1015	sail - work	x				
1100-1130	lunch - rest at sea	x	0.50			
1130-1600	transit - work	x				
1600-1620	diving stations - work	x				
1620-1715	see Note 1		1.00			
1715-1915	rest at sea & supper		2.00			
1915-2000	SINS/AGILOG setup - work				0.75	
2000-2400	conduct dived calibrations -work				2.92	1.08
Submarine Allowance Day One 28						
<u>5-Apl-13 [Fri]</u>	<u>Activity</u>	<u>Reg Day</u>	<u>1.0xOT</u>	<u>1.5xOT</u>	<u>2.0xOT</u>	<u>3.0xOT</u>
0000-1000	mandated rest period-rest at sea	x	7.5			
1000-1235	conduct/completed dive - work	x				
1230-1300	lunch outside of meal hours - rest at sea	x	0.50			
1300-1330	data collection/ analysis - work	x				
1330-1800	conduct dived check run- work	x			1.67	
1800-2020	SINS velocity dampen work				2.00	0.33
2020-2050	supper outside of meal hours - rest at sea - unworked		0.50			
2050-2130	prepare AGILOG data sheet - work					0.67
2130-2400	mandated rest period - rest at sea		2.50			
Submarine Allowance Day Two 48						
<u>6-Apl-13 Sat</u>	<u>Activity</u>	<u>Reg Day</u>	<u>1.0xOT</u>	<u>1.5xOT</u>	<u>2.0xOT</u>	<u>3.0xOT</u>
0000-0800	mandated rest period - rest at sea		8.00			
START 4 HOUR MANDATED ROTATION						
0800-1000	Start SINS 30 Free Inertia - work				2.00	
1000-1200	SINS trial - work				2.00	
1200-1600	SINS trial - rest at sea. See Note 3, 4 & 5.		4.00			
1600-2000	SINS trial See Note 6 - work				3.50	0.50

Appendix 2

2000-2400	SINS trial - rest at sea See Note 3, 4 & 5 Submarine Allowance Day Three 48		4.00			
<u>7-Apr-13 [Sun]</u>	<u>Activity</u>	<u>Reg Day</u>	<u>1.0xOT</u>	<u>1.5xOT</u>	<u>2.0xOT</u>	<u>3.0xOT</u>
0000-0400	SINS trial - work				4.00	
0400-0800	SINS trial - rest at sea. See Note 3, 4 & 5		4.00			
0800-1200	SINS trial - work				4.00	
1200-1400	SINS trial - rest at sea . See Note 3, 4 & 5		2.00			
1400-1500	SINS trial data analysis - rest at sea. Provide OJT				1.00	
1500-1900	See Note 7 and Note 8 - rest at sea. OJT				4.00	
1900-2400	see Note 9. rest at sea. See Note 3, 4 & 5 Submarine Allowance Day Four 48		5.00			
<u>8-Apr-13 [Mon]</u>	<u>Activity</u>	<u>Reg Day</u>	<u>1.0xOT</u>	<u>1.5xOT</u>	<u>2.0xOT</u>	<u>3.0xOT</u>
0000-0200	Rest at sea. See Note 3, 4 & 5		2.00			
0200-0300	NDS Sea trial - work			1.00		
0300-0700	Rest at sea. See Note 3, 4 & 5.		4.00			
0700-0730	SINS transit run - work			0.50		
0730-0815	Awaiting Pax/Pax transfer - work	x				
900	work complete	x				
	Submarine Allowance Day Five 17					

Appendix 3

Date/Time	Activity	Reg Day	1.0xOT	1.5xOT	2.0xOT	3.0xOT
<u>4- Apl -13 [Thur]</u>						
845	onboard - work		x			
1015	sail - work		x			
1100-1130	lunch - rest at sea		x	0.50		
1130-1600	transit - work		x			
1600-1620	diving stations - work		x			
1620-1715	see Note 1				1.00	
1715-1915	rest at sea & supper			2.00		
1915-2000	SINS/AGILOG setup - work				0.75	
2000-2400	conduct dived calibrations -work				1.92	2.08
Submarine Allowance Day One 28						

5-Apl-13 [Fri]	Activity	Reg Day	1.0xOT	1.5xOT	2.0xOT	3.0xOT
0000-1000	mandated rest period-rest at sea			10.00		

[While the grievors said that no overtime was payable during this period because the time was “unworked hours aboard the vessel” per Clause 32.04 (a), the Employer, referring to the same clause, said that the straight time rate applied for 2.5 of the 10 hours because it fell within “regularly scheduled hours of work”. In contrast the grievors said that the past practice was that the “regularly scheduled hours of work” in this case only applied to the first day of the trials.]

1000-1235	conduct/completed dive calibration runs - work				1.920	0.580
-----------	---	--	--	--	-------	-------

[The grievors said that as of the end of Day 1 of the trials, the 12 hour ceiling on the 1.5 rate had been passed and 2.080 hours at the 2.0 OT rate had been reached. Therefore with reference to the 1000-1230 period, the first 1.92 hours worked were to be paid at the 2.0 x OT rate and the remaining 0.58 hours paid 3.0 x OT rate per Clause 32.04(c) and (d). In comparison the Employer said this time did not require the payment of any overtime because it was part of the regularly scheduled hours of work]

1230-1300	lunch outside of meal hours - rest at sea			0.50		
1300-1330	data collection/ analysis - work					0.50

[The grievors said this work and all further work, excepting “rest at sea”, continued to be qualified to be paid at the 3.0 x OT rate per 32.04 (d), while the employer said that it was within the regular hours of work and no overtime was payable.]

1330-1800	conduct dived check run- work					4.5
-----------	----------------------------------	--	--	--	--	-----

[The employer said that 2.83hours in this period fell within regular hours of work, for which no overtime was payable and that the remaining 1.67 hours included overtime, but at the 1.5 x rate because the “ hours of work worked in excess of the regularly scheduled hours of work” in Clause 32.04 (b) referred to that day’s regularly scheduled hours of work. That explained the difference between Ex 1 T5 and Ex 1 T4 in the remaining periods of time on the two spreadsheets]

1800-2020	SINS velocity dampen work					2.33
-----------	------------------------------	--	--	--	--	------

[In this period the Employer’s position was that the first two hours drew 1.5 x OT and that the remaining 20 minutes or .33 hours exceeded the 12 hour ceiling in Clause 32.04(b) and was therefore paid at the 2.0 x rate]

Appendix 3

2020-2050	supper outside of meal hours - rest at sea - unworked		0.50			
2050-2130	prepare AGILOG data sheet - work					0.667
2130-2400	mandated rest period - rest at sea		2.50			
Submarine Allowance Day Two 48						
<u>6-Apl-13 Sat</u>	<u>Activity</u>	<u>Reg Day</u>	<u>1.0xOT</u>	<u>1.5xOT</u>	<u>2.0xOT</u>	<u>3.0xOT</u>
0000-0800	mandated rest period - rest at sea		8.00			
START 4 HOUR MANDATED ROTATION						
0800-1000	Start SINS 30 Free Inertial - work					2.00
[The Employer recognized that there were no regular hours of work Saturdays and Sundays.]						
1000-1200	SINS trial - work					2.00
1200-1600	SINS trial - rest at sea. See Note 3, 4 & 5.		4.00			
1600-2000	SINS trial See Note 6 - work					4.00
2000-2400	SINS trial - rest at sea See Note 3, 4 & 5		4.00			
Submarine Allowance Day Three 48						
<u>7-Apl-13 [Sun]</u>	<u>Activity</u>	<u>Reg Day</u>	<u>1.0xOT</u>	<u>1.5xOT</u>	<u>2.0xOT</u>	<u>3.0xOT</u>
0000-0400	SINS trial - work					4.00
0400-0800	SINS trial - rest at sea. See Note 3, 4 & 5		4.00			
0800-1200	SINS trial - work					4.00
1200-1400	SINS trial - rest at sea . See Note 3, 4 & 5		2.00			
1400-1500	SINS trial data analysis - rest at sea. Provide OJT					1.00
1500-1900	See Note 7 and Note 8 - rest at sea. OJT					4.00
1900-2400	see Note 9. rest at sea. See Note 3, 4 & 5		5.00			
Submarine Allowance Day Four 48						
<u>8-Apl-13 [Mon]</u>	<u>Activity</u>	<u>Reg Day</u>	<u>1.0xOT</u>	<u>1.5xOT</u>	<u>2.0xOT</u>	<u>3.0xOT</u>
0000-0200	Rest at sea. See					

Appendix 3

	Note 3, 4 & 5	2.00	
0200-0300	NDS Sea trial - work		1.00
0300-0700	Rest at sea. See Note 3, 4 & 5.	4.00	
0700-0730	SINS transit run - work		0.333
0730-0815	Awaiting Pax/Pax transfer - work		0.917
900	work complete Submarine Allowance Day Five 17		0.750

Appendix 4

Date/Time	Activity	Reg Day	1.0xOT	1.5xOT	2.0xOT	3.0xOT
<u>4- Apl -13 [Thur]</u>						
845	onboard - work	x				
1015	sail - work	x				
1100-1130	lunch - rest at sea	x	0.50			
1130-1600	transit - work	x				
1600-1620	diving stations - work	x				
1620-1715	unworked		1.00			
1715-1915	rest at sea & supper		2.00			
1915-2000	SINS/AGILOG setup - work			0.75		
2000-2400	conduct dived calibrations -work			2.92	1.08	
Submarine Allowance Day One 28						
<u>5-Apl-13 [Fri]</u>	<u>Activity</u>	<u>Reg Day</u>	<u>1.0xOT</u>	<u>1.5xOT</u>	<u>2.0xOT</u>	<u>3.0xOT</u>
0000-1000	mandated rest period-rest at sea	x	7.5			
1000-1235	conduct/completed dive - work	x				
1230-1300	lunch outside of meal hours - rest at sea	x	0.50			
1300-1330	data collection/ analysis - work	x				
1330-1800	conduct dived check run- work	x		1.67		
1800-2020	SINS velocity dampen work			2.00	0.33	
2020-2050	supper outside of meal hours - rest at sea - unworked		0.50			
2050-2130	prepare AGILOG data sheet - work				0.67	
2130-2400	mandated rest period - rest at sea		2.50			
Submarine Allowance Day Two 48						
<u>6-Apl-13 Sat</u>	<u>Activity</u>	<u>Reg Day</u>	<u>1.0xOT</u>	<u>1.5xOT</u>	<u>2.0xOT</u>	<u>3.0xOT</u>
0000-0800	mandated rest period - rest at sea		8.00			
START 4 HOUR MANDATED ROTATION						
0800-1000	Start SINS 30 Free Inertia - work			2.00		
1000-1200	SINS trial - work			2.00		
1200-1600	unworked		4.00			
1600-1630	SINS trial - work			0.50		
1630-2000	SINS trial - work				3.50	
2000-2400	SINS trial - unworked		4.00			
Submarine Allowance Day Three 48						

Appendix 4

<u>7-Apl-13 [Sun]</u>	<u>Activity</u>	<u>Reg Day</u>	<u>1.0xOT</u>	<u>1.5xOT</u>	<u>2.0xOT</u>	<u>3.0xOT</u>
0000-0400	SINS trial - work			4.00		
0400-0800	SINS trial - unworked		4.00			
0800-1200	SINS trial - work			0.50	3.50	
1200-1400	SINS trial - unworked		2.00			
1400-1430	SINS trial data analysis OJT				0.50	
1430-1900	work OJT					4.00
1900-2400	unworked			5.00		
	Submarine Allowance Day Four 48					
<u>8-Apl-13 [Mon]</u>	<u>Activity</u>	<u>Reg Day</u>	<u>1.0xOT</u>	<u>1.5xOT</u>	<u>2.0xOT</u>	<u>3.0xOT</u>
0000-0200	unworked		2.00			
0200-0300	NDS Sea trial - work					1.00
0300-0700	unworked		4.00			
0700-0730	SINS transit run - work				0.50	
0730-0815	Awaiting Pax/Pax transfer - work				0.75	
900	work complete		x		0.75	
	Submarine Allowance Day Five 17					

Appendix 5

Date/Time	Activity	Reg Day	1.0xOT	1.5xOT	2.0xOT	3.0xOT
<u>4- Apl -13 [Thur]</u>						
845	onboard - work		x			
1015	sail - work		x			
1100-1130	lunch - unworked		x	0.50		
1130-1600	transit - work		x			
1600-1620	diving stations - work		x			
1620-1715	unworked			1.00		
1715-1915	unworked			2.00		
1915-2000	SINS/AGILOG setup - work				0.75	
2000-2400	conduct dived calibrations -work				2.92	1.08
Submarine Allowance Day One 28						
<u>5-Apl-13 [Fri]</u>	<u>Activity</u>	<u>Reg Day</u>	<u>1.0xOT</u>	<u>1.5xOT</u>	<u>2.0xOT</u>	<u>3.0xOT</u>
0000-0730	mandated rest period - unworked			7.5		
0730-1000	mandated rest period- unworked			2.5		
1000-1235	conduct/completed dive - work				2.58	
1230-1300	lunch outside of meal hours - unworked			0.50		
1300-1330	data collection/ analysis - work				0.34	0.16
1330-1620	conduct dived check run- work					2.83
1620-1800	conduct dived check run- work					1.67
1800-2020	SINS velocity dampen work					2.33
2020-2050	supper outside of meal hours - - unworked			0.50		
2050-2130	prepare AGILOG data sheet - work					0.67
2130-2400	mandated rest period - rest at sea			2.50		
Submarine Allowance Day Two 48						
<u>6-Apl-13 Sat</u>	<u>Activity</u>	<u>Reg Day</u>	<u>1.0xOT</u>	<u>1.5xOT</u>	<u>2.0xOT</u>	<u>3.0xOT</u>
0000-0800	mandated rest period - unworked			8.00		
START 4 HOUR MANDATED ROTATION						
0800-1000	Start SINS 30 Free Inertia - work					2.00
1000-1200	SINS trial - work					2.00

Appendix 5

1200-1600	unworked		4.00				
1600-1630	SINS Trial - work						0.50
1630-2000	SINS trial - work						3.50
2000-2400	SINS trial - unworked		4.00				
Submarine Allowance Day Three 48							
<u>7-Apl-13 [Sun]</u>	<u>Activity</u>	<u>Reg Day</u>	<u>1.0xOT</u>	<u>1.5xOT</u>	<u>2.0xOT</u>	<u>3.0xOT</u>	
0000-0400	SINS trial - work						4.00
0400-0800	SINS trial - unworked		4.00				
0800-1200	SINS trial - work						4.00
1200-1400	SINS trial - unworked		2.00				
1400-1430	SINS trial data analysis - OJT						0.50
1430-1900	work - OJT						4.50
1900-2400	unworked		5.00				
Submarine Allowance Day Four 48							
<u>8-Apl-13 [Mon]</u>	<u>Activity</u>	<u>Reg Day</u>	<u>1.0xOT</u>	<u>1.5xOT</u>	<u>2.0xOT</u>	<u>3.0xOT</u>	
0000-0200	unworked		2.00				
0200-0300	NDS Sea trial - work						1.00
0300-0700	unworked		4.00				
0700-0730	SINS transit run - work						0.50
0730-0815	Awaiting Pax/Pax transfer - work						0.75
900	work complete						0.75
Submarine Allowance Day Five 17							

Appendix 6

Date/Time	Activity	Reg Day	1.0xOT	1.5xOT	2.0xOT	3.0xOT
<u>4- Apl -13 [Thur]</u>						
845	onboard - work		x			
1015	sail - work		x			
1100-1130	lunch - unworked		x	0.50		
1130-1600	transit - work		x			
1600-1620	diving stations - work		x			
1620-1715	unworked			1.00		
1715-1915	unworked			2.00		
1915-2000	SINS/AGILOG setup - work				0.75	
2000-2400	conduct dived calibrations -work				4.00	
Submarine Allowance Day One 28						
<u>5-Apl-13 [Fri]</u>	<u>Activity</u>	<u>Reg Day</u>	<u>1.0xOT</u>	<u>1.5xOT</u>	<u>2.0xOT</u>	<u>3.0xOT</u>
0000-0730	mandated rest period - unworked			7.5		
0730-1000	mandated rest period- unworked		x			
1000-1235	conduct/completed dive - work		x			
1230-1300	lunch outside of meal hours - unworked		x	0.50		
1300-1330	data collection/ analysis - work		x			
1330-1620	conduct dived check run- work		x			
1620-1800	conduct dived check run- work				1.67	
1800-2020	SINS velocity dampen work				2.33	
2020-2050	supper outside of meal hours - - unworked			0.50		
2050-2130	prepare AGILOG data sheet - work				0.67	
2130-2400	mandated rest period - rest at sea			2.50		
Submarine Allowance Day Two 48						
<u>6-Apl-13 Sat</u>	<u>Activity</u>	<u>Reg Day</u>	<u>1.0xOT</u>	<u>1.5xOT</u>	<u>2.0xOT</u>	<u>3.0xOT</u>
0000-0800	mandated rest period - unworked			8.00		
START 4 HOUR MANDATED ROTATION						
0800-1000	Start SINS 30 Free Inertia - work				2.00	
1000-1200	SINS trial - work				0.58	1.42
1200-1600	unworked			4.00		

Appendix 6

1600-1630	SINS Trial - work				0.50	
1630-2000	SINS trial - work				2.08	1.42
2000-2400	SINS trial - unworked		4.00			
Submarine Allowance Day Three 48						
<u>7-Apl-13 [Sun]</u>	<u>Activity</u>	<u>Reg Day</u>	<u>1.0xOT</u>	<u>1.5xOT</u>	<u>2.0xOT</u>	<u>3.0xOT</u>
0000-0400	SINS trial - work					4.00
0400-0800	SINS trial - unworked		4.00			
0800-1200	SINS trial - work					4.00
1200-1400	SINS trial - unworked		2.00			
1400-1430	SINS trial data analysis - OJT					0.50
1430-1900	work - OJT					4.50
1900-2400	unworked		5.00			
Submarine Allowance Day Four 48						
<u>8-Apl-13 [Mon]</u>	<u>Activity</u>	<u>Reg Day</u>	<u>1.0xOT</u>	<u>1.5xOT</u>	<u>2.0xOT</u>	<u>3.0xOT</u>
0000-0200	unworked		2.00			
0200-0300	NDS Sea trial - work					1.00
0300-0700	unworked		4.00			
0700-0730	SINS transit run - work					0.50
0730-0815	Awaiting Pax/Pax transfer - work	x				0.75
900	work complete	x				0.75
Submarine Allowance Day Five 17						