Date: 20181016

File: 566-02-11053

Citation: 2018 FPSLREB 81

Federal Public Sector Labour Relations and Employment Board Act and *Federal Public Sector Labour Relations Act*

Before a panel of the Federal Public Sector Labour Relations and Employment Board

BETWEEN

PAUL TURNER

Grievor

and

TREASURY BOARD
(Department of Fisheries and Oceans)

Employer

Indexed as
Turner v. Treasury Board (Department of Fisheries and Oceans)

In the matter of an individual grievance referred to adjudication

Before: Chantal Homier-Nehmé, a panel of the Federal Public Sector Labour Relations and Employment Board

For the Grievor: David J. Jewitt, counsel

For the Employer: Simon Deneau, counsel

Heard at Ottawa, Ontario,
January 11, 2017.

REASONS FOR DECISION

I. Individual grievance referred to adjudication

1 Paul Turner, a chief engineer with the Canadian Coast Guard, claims that the employer improperly ceased payment of the Extra Responsibility Allowance (ERA) provided for in Appendix G of the collective agreement between the Treasury Board and the Canadian Merchant Service Guild ("the bargaining agent") for the Ships' Officers Group (expiry date: March 31, 2014; "the collective agreement"). The Department of Fisheries and Oceans ("the employer") maintains that Mr. Turner did not meet the criteria for continued entitlement to the ERA.

2 On April 10, 2015, the grievance was referred to the Public Service Labour Relations and Employment Board (PSLREB) for adjudication.

3 On June 19, 2017, *An Act to amend the Public Service Labour Relations Act, the Public Service Labour Relations and Employment Board Act and other Acts and to provide for certain other measures* (S.C. 2017, c. 9) received Royal assent, changing the name of the PSLREB and the titles of the *Public Service Labour Relations and Employment Board Act* and the *Public Service Labour Relations Act* to, respectively, the Federal Public Sector Labour Relations and Employment Board ("the Board"), the *Federal Public Sector Labour Relations and Employment Board Act*, and the *Federal Public Sector Labour Relations Act*.

4 For the reasons that follow, I allow Mr. Turner's grievance and find that the employer violated Appendix G of the collective agreement.

II. Summary of the evidence

5 Appendix G of the collective agreement is reproduced in full at the end of this decision. The parties also prepared an agreed statement of facts. The following is a summary of those facts along with the testimonies of Paul Turner and Mark Boucher, the bargaining agent's national president. The employer did not call any witnesses.

6 Paragraphs 11 to 14 of the agreed statement of facts summarize Mr. Turner's experience since he began working in 1986 as an officer cadet at the Canadian Coast Guard College. He graduated as an SO-MAO-02 officer in 1990 and, in the following years from 1990 to 2011, he worked on numerous vessels and progressed in his career to the position of chief engineer, at the SO-MAO-09 level. In this position, he was

entitled to receive the ERA.

7 The ERA is an allowance paid to officers listed in Appendix G in recognition of their additional responsibilities and hours of work. Paragraph 3 of Appendix G of the collective agreement also provides for the ERA to continue to be paid to an officer assigned ashore for training purposes, or to a shore-based position on an acting basis or otherwise for any period up to a maximum of one-hundred and twenty (120) calendar days, where, among other things, the basic monthly pay in the assigned position is less than the basic monthly pay plus the ERA in the officer's substantive position.

8 At paragraph 9 of the agreed statement of facts, the parties indicate that it is generally understood that shore-based experience is required for officers to progress in their careers, including into management positions. Section 3.1 of Fleet Order 516.00 provides that the statements of merit criteria for indeterminate senior officer sea position processes must include the requirement to accumulate at least four months of experience in a shore position or three months of that experience and the successful completion of the *Essentials of Managing in the Public Service* course.

9 In his position as chief engineer, Mr. Turner obtained shore-based experience in accordance with Fleet Order 516.00 for periods of less than 120 days, including acting assignments as a project officer. During all of those periods, he continued to receive the ERA as his basic monthly pay in the position to which he was assigned was less than the basic monthly pay plus the ERA in his substantive position.

10 In Mr. Turner's view, once an employee is in a position to which the ERA is attached, they cannot lose it unless they retire. It is an earned entitlement.

11 Mr. Turner understood that the ERA was paid in recognition of the additional responsibilities involved in performing his regular duties. He explained that in his substantive chief engineer position, he could be called on at any hour of the day or night. He did not have regular working hours and was not entitled to overtime. The ERA was also meant to compensate him for that.

12 In addition to his regular duties, he performs photo surveys, research, and site visits, and he can be expected to work 12 to 14 hour days. He helps managers assess vessels and ensures that they are running properly. When he is on travel status,

he does not receive overtime or payment for travel time. He is not entitled to call-back pay, reporting pay, or security duty pay. He is not compensated for all those extra duties. The ERA compensated him for all of them, as indicated in paragraphs 6 and 7 of the agreed statement of facts.

13 In cross-examination, he recognized that when an officer is assigned to a shore-based position, the hours are normal, meaning 8 a.m. to 5 p.m. He disagreed that he had already gained the shore-based experience in the acting position and that he did not gain any additional experience. In his view, shore-based experience is still experience, and it is an opportunity to gain more, for advancement. He also recognized that he did not receive calls at night on shore-based assignments.

14 On December 9, 2013, Mr. Turner was appointed to an acting shore-based position classified at the SO-MAO-11 group and level. The monthly basic pay was less than the basic monthly pay plus the ERA in his substantive SO-MAO-09 position.

15 In cross-examination, he stated that before taking the assignment, the Shore Manager indicated that he would receive the ERA until his salary in the acting assignment exceeded his substantive level plus the ERA. The Shore Manager indicated to Mr. Turner that it had been budgeted and accounted for.

16 Mr. Turner continued to receive the ERA until March 17, 2014, when he was told that it would cease. In an email dated April 28, 2014, the employer's labour relations representative wrote to Mr. Turner, indicating the following:

…

> *Article 3 of Appendix G must be read in two parts: the first part is where the ERA will continue to be paid for a maximum of 120 calendar days, and the second part outlines the requirements for the ERA to continue, being that the salary of the assignment position is lower than the salary of the substantive position plus the ERA. Presently, the current practice of compensating Officers with the ERA for any period up to a maximum of 120 calendar days, is in-line [sic] with article 3 of Appendix G.*
>
> *Often, the Officers' assignment and/or acting go beyond the 120 days provided for in Appendix G of the SO collective agreement. Therefore, we acknowledge the issue and it has been brought to the attention of the negotiator at Treasury Board.*

…

17 Effective April 2014, the employer ceased paying the ERA to Mr. Turner. His gross salary was reduced from $4155.82 to $3753.60 for a net loss of $402.22 every two weeks. In a grievance dated May 2, 2014, the bargaining agent challenged the employer's decision to cease the payment, claiming it violated Appendix G of the collective agreement.

18 The grievance was referred to the third level of the grievance procedure. On or about March 11, 2015, the employer provided its third and final level response denying Mr. Turner's grievance, as follows:

…

> *As a Chief Engineer-Class E in a [sic] SO-MAO-09 position, you are entitled to this ERA when performing the regular duties of your substantive position on a CCG vessel. As you are currently assigned to a shore-based position and not performing your regular duties on a vessel, you are only entitled to this ERA for a maximum of 120 days if your monthly basic pay in your assigned position is lower than your basic monthly pay plus the ERA in your substantive position. Given that your current assigned shore-based position at the SO-MAO-11 level has a lower basic pay than your basic pay plus the ERA in your substantive position, you were entitled to the ERA for a maximum of 120 days. Regional Compensation has confirmed that you received this allowance in May 2014.*
>
> *Consequently, based on the above, I am in agreement that the ERA payment made to you was the appropriate compensation you were entitled to as per Appendix G of your collective agreement.*

19 Mr. Boucher testified about the scope of the bargaining unit receiving the ERA. He explained that none of the levels below SO-MAO-05 receives it. Most of the officers receiving it are master/commanding officers or chief engineers classified at the SO-MAO-05 level and higher. Few officers receive it. Regardless of shore-based assignments, the officers listed in Appendix G are entitled to the ERA. Approximately only 100 ships' officers out of 1100 receive it. When Mr. Turner's ERA was stopped, it was the first time the employer had adopted the interpretation at issue.

20 The language of Appendix G was adopted in the mid-to-late 1980s and

was amended only once in 2000 when the title was changed from Extra Duty Allowance to Extra Responsibility Allowance and the preamble was added. Mr. Boucher and Mr. Turner believe the employer's current interpretation provides no incentive for career advancement.

21 According to Mr. Boucher, it is a misnomer to call the ERA an allowance because it is part of basic pay and represents approximately 15% of the officer's total compensation, which is a significant portion of their salary. Paragraphs 6 and 7 of Appendix G confirm that it is considered part of pay for the purposes of the *Public Service Superannuation Act (PSSA),* and that it is to be paid on the same basis as the officer's pay. In Mr. Boucher's view, regardless of shore-based assignments, the ERA continues to be paid to the officers listed in Appendix G. It is not restricted to work done on a vessel.

III. Summary of the arguments

A. For the grievor

22 The bargaining agent submits that paragraph 3 of Appendix G outlines two distinct circumstances under which the ERA will continue to be paid when an officer is temporarily assigned ashore. The first sentence of paragraph 3 covers assignments of up to 120 days, while the second covers assignments that extend beyond 120 days. When an assignment extends beyond 120 days, the payment of the ERA should stop only when the acting pay reaches the substantive level plus the ERA.

23 This interpretation of paragraph 3 of Appendix G is consistent with the requirement for senior officers to gain shore-based experience, as provided for in Fleet Order 516.00, and with the nature of acting shore-based assignments with the Coast Guard.

24 The parties agree that it is generally understood that Fleet Order 516.00 provides that shore-based experience is required for officers to progress in their careers, including into management positions. Section 3.1 of the order indicates that the statements of merit criteria for indeterminate senior officer sea position processes must include the requirement to accumulate at least four months of experience in a shore position or three months of that experience and the successful completion of the *Essentials of Managing in the Public Service* course. Management has directed that any statement of merit criteria needs to include shore-based experience as an essential

qualification, and it is an asset qualification for all senior officer sea positions.

25 The bargaining agent contends that the first sentence of paragraph 3 of Appendix G reflects that three or four-month requirement for shore-based experience or training. The continued payment of the ERA during this period encourages officers to pursue this experience or training.

26 In terms of the nature of acting shore-based assignments with the Coast Guard, the parties agree that some positions generate higher compensation than an officer's substantive position plus the ERA and that some generate lower compensation than that amount.

27 The bargaining agent maintains that the second sentence of paragraph 3 of Appendix G is meant to ensure that any acting shore-based position that extends beyond 120 days respects the fact that an acting appointment is meant to constitute a promotion; correspondingly, the pay is higher and not lower than the officer's substantive position.

28 In Mr. Turner's situation, when the payment of the ERA ceased after 120 days, he received less pay acting at the SO-MAO-11 level than he would have received in his substantive position, classified at the SO-MAO-09 level, which he submitted was inconsistent with the Treasury Board's *Directive on Terms and Conditions of Employment* ("the Directive") and the *Public Service Employment Regulations* (SOR/2005-334; "the *Regulations*").

29 The bargaining agent submits that the interpretation of Appendix G should be consistent with the Directive, the *Regulations*, the context of the employment relationship, and the principles guiding collective agreement interpretation. Section 1 of the *Regulations* defines "acting appointment" as "… the temporary performance of the duties of another position by an employee, if the performance of those duties would have constituted a promotion had they been appointed to the position." Therefore, an acting appointment is not a lateral transfer.

30 Pursuant to that definition, a temporary acting assignment must be a promotion. Paragraph 17 of the agreed statement of facts indicates that Mr. Turner lost 15% of his salary when the employer stopped paying him the ERA. Taking 15% from an employee's salary does not constitute a promotion.

31 The Directive constitutes the backdrop upon which Appendix G must be read. It defines "acting appointment" as follows:

> *... the situation where the person is required to substantially perform the duties of a higher classification level for at least the qualifying period specified in the relevant collective agreement or terms and conditions of employment applicable to the person's substantive level.*

32 Further, the Directive defines "allowance" as follows:

> *… compensation payable in accordance with the provisions of the relevant collective agreement or terms and conditions of employment in respect of a position, or in respect of some positions in a group, by reason of duties of a special nature. It may also be compensation for duties that a person is required to perform in addition to the duties of the person's position.*

33 It also defines "remuneration" as "pay and allowances".

34 Therefore, in the bargaining agent's view, the ERA is part of an employee's basic pay.

35 Section 2 of Part 2 of the Directive deals with the rates of pay for persons appointed to positions in the core public administration in different situations, i.e., via appointment or deployment, on promotion, on demotion, etc. On promotion, the rules are designed so that employees become paid one increment higher. On deployment or demotion, there are provisions which provide for the employee's salary protection. They provide a floor, and the rate of pay is not meant to be reduced. This is not what occurred in Mr. Turner's case.

36 Mr. Turner received less remuneration as an acting MAO-11 because the employer took away the ERA that he was receiving at his substantive level. According to the Directive and Appendix G of the collective agreement, the bargaining agent submits that he should have continued to receive the ERA until the acting pay reached the salary level in his substantive position plus the ERA.

37 Once an employee has achieved the ERA, there is no basis on which he or she can lose it. There is no time limit on the ERA in the collective agreement. The only

time limit is linked to the nature of the assignment. Mr. Turner's substantive position entitled him to the ERA. His duties might have changed, but his regular duties were still as a chief engineer.

38 The bargaining agent seeks the payment of the ERA from April 2014, when it was stopped, until January 2017, when Mr. Turner's salary in the acting position exceeded his salary in his substantive position plus the ERA.

B. For the employer

39 The employer argued that the Board's authority is limited by the express terms and conditions of the collective agreement. The Board cannot modify terms or conditions that are clear; nor can it make new ones. The fact that a particular provision may seem unfair is not a reason for the Board to ignore it, if it is otherwise clear. The true intent of the parties when they entered into the collective agreement is to be determined by using the ordinary meaning of the words they used. The collective agreement must be interpreted as a whole and not in the abstract. The overall agreement forms the context in which the words used are to be interpreted. The employer referred me to the following decisions, which support these principles: *Lamothe v. Canada (Attorney General)*, 2009 FCA 2; *Canada (Attorney General) v. McKindsey*, 2008 FC 73; *Glowinski v. Canada (Treasury Board)*, 2006 FC 78; *Arsenault v. Parks Canada Agency*, 2008 PSLRB 17; *Chafe v. Treasury Board (Department of Fisheries and Oceans)*, 2010 PSLRB 112; and *Stevens v. Treasury Board (Solicitor General Canada - Correctional Service)*, 2004 PSSRB 34.

40 The employer submitted that the ERA's purpose is made clear by the preamble to Appendix G. That is, the ERA is meant to recognize the longer and irregular hours of those officers working on a ship. If the ERA were extended beyond 120 days in a situation in which an officer is not performing his or her regular duties on a ship, it would defeat the purpose of the ERA.

41 In this respect, the employer maintained that the two sentences in paragraph 3 of Appendix G should be read together. In other words, the ERA is to be paid up to a maximum of 120 days in the circumstances described in the second sentence of paragraph 3. Similarly, the employer argued that the grievor's interpretation would render the statement "… up to a maximum of one-hundred and twenty [*sic*] (120) calendar days" redundant.

42 In terms of the argument with respect to maintaining a higher level of pay while in an acting position, the employer contended that the grievor confused the concepts of "remuneration" and "pay". Under clause 2.01(q) of the collective agreement, "remuneration" means "pay and allowances", and "allowances" is defined at clause 2.01(a) as "…compensation payable for the performance of special or additional
duties …".

43 The employer further noted that it is the "rate of pay" that determines what constitutes a promotion or demotion under the Directive, not a person's total "remuneration". In this regard, it pointed to section 2.2.6 of the Directive about deployments. In that section, the Directive avoids using the term "remuneration" and instead uses "rate of pay". As such, according to the employer, it was not envisioned that stopping an allowance would be considered a demotion. In any event, as was determined in *Glowinski*, the employer contends that the Directive is not legally binding, and the Board should not attempt to reconcile conflicting policies with the collective agreement.

44 As the terms "pay" and "allowances" have different meanings under the collective agreement, the employer submitted that the use of those differing terms in paragraph 3 of Appendix G should factor into its interpretation. Specifically, it noted that the "rate of pay" determines what constitutes a promotion or demotion under the Directive, not a person's total "remuneration". Different terms should be given different meaning, as per *Collective Agreement Arbitration in Canada*, fourth edition, by Ronald M. Snyder, and paragraph 4:21:20 of *Canadian Labour Arbitration* by Brown and Beatty.

45 As the grievor's rate of pay while acting in the SO-MAO-11 position was higher than that of his substantive SO-MAO-09 position, there was no financial demotion to him in the circumstances of this case. Moreover, the grievor returned to a more normal schedule and hours of work in his acting assignment. He also was not performing the regular duties of his substantive position; he was performing the duties of an acting assignment. The ERA is meant to compensate officers working at sea, performing extra responsibilities on an irregular schedule.

46 The employer argued that the bargaining agent bore the onus of proving

that the grievor is entitled to the monetary benefit, based on the clear language of the collective agreement. The bargaining agent's interpretation to extend the ERA to a period of longer than 120 days would allow officers to receive more money than the employer intended them to.

47 For all these reasons, the employer submits that the grievance should be dismissed.

IV. Analysis

48 As stated in *Beese v. Treasury Board (Canadian Grain Commission)*, 2012 PSLRB 99 at paras. 23 and 24, the modern principle of interpretation directs that the words of a collective agreement be read in their entire context and in their grammatical and ordinary meaning, harmoniously with the scheme and object of the agreement and the intention of the parties.

49 In my view, applying the modern principles of interpretation to paragraph 3 of Appendix G of the collective agreement leads to the conclusion that the ERA should have continued to be paid to Mr. Turner beyond 120 days, as long as his monthly basic pay for the position to which he was temporarily assigned was less than the basic monthly pay plus the ERA in his substantive position.

50 As per Ruth Sullivan, *Sullivan on the Construction of Statutes,* 6th ed. (Markham, Ont. LexisNexis Canada, 2014) at pp. 100-103 , "or" is presumed to be disjunctive in the sense that the things listed before and after the "or" are alternatives. Read in its grammatical and ordinary sense, the first part of paragraph 3 of Appendix G outlines three distinct situations in which the ERA will be paid: to an officer "*assigned ashore for training purposes*", or to a "*shore-based position on an acting basis*", or "*… otherwise for any period up to a maximum of one-hundred and twenty [sic] (120) calendar days*". Consistent with the rules on statutory interpretation, the 120-day maximum applies only to the third situation, which is for other unspecified circumstances.

51 The condition for the continued payment of the ERA in the second sentence of paragraph 3 is "… ***only if*** (emphasis added) *the monthly basic pay for the position to which he/she is temporarily assigned would be less than the basic monthly pay plus the extra responsibility allowance in his/her substantive position*." Reading

both of these sentences together, this condition applies to all the situations described in the first sentence.

52 The French version of paragraph 3 is structured and worded in the same way, and it supports that interpretation. Again, the 120-day maximum is found only in the first sentence, where "*ou dans d'autres circonstances pour une période maximale de cent vingt (120) jours civils*" is specifically outlined. There is no comma after the word "circonstances" which would indicate that the 120 days is applicable to all three situations. The second sentence of the French version begins with the following: "*L'officier continuera de recevoir l'indemnité* ***seulement*** … (emphasis added)" and indicates that the continued payment of the allowance is conditional upon the officer receiving a lower rate of pay between "… *le poste auquel il est affecté temporairement* …" and "… *ladite rémunération mensuelle de base majorée de l'indemnité de fonctions supplémentaires pour son poste d'attache.*" Same as in the English version, the only condition of continued payment of the ERA is found in the second sentence.

53 Considering the differences between the first and second sentences of paragraph 3, one would expect that if the 120-day maximum were meant to apply to the whole of the paragraph, there would have been a comma after the word "otherwise" or it would have been clearly stated, perhaps as its own separate sentence at the end of the paragraph. Therefore, an officer assigned ashore for training purposes or to a shore-based position on an acting basis will continue to receive the ERA for as long as the monthly basic pay for the position to which he or she is temporarily assigned is less than the basic monthly pay plus the ERA in his or her substantive position.

54 As stated at the beginning of Appendix G, the purpose of the ERA is to recognize the additional responsibilities involved in performing the regular duties of the position. It is recognition by the employer that despite the hours-of-work and overtime provisions of the collective agreement, the normal hours for officers identified in the Appendix extend beyond those described in the collective agreement.

55 The employer argued that it would defeat the purpose of the allowance were the ERA extended beyond 120 days in situations of officers not performing their regular duties on a ship. However, whether it is a temporary assignment of 120 days or more, paragraph 3 is already an exception to the purpose of Appendix G. That is, by

being assigned ashore or to a shore-based position for whatever reason and for whatever length of time, affected officers no longer have the added responsibilities and longer hours applicable to working on a ship. Therefore, I find the purpose of Appendix G is not helpful to interpreting paragraph 3.

56 Conversely, the intention of the parties in including the exception in paragraph 3 is more on-point. In this respect, I note that the parties agreed that it is generally understood that shore-based experience is required for officers to progress in their careers. Therefore, I understand the shore-based experience requirement to be part of the purpose behind the exception in paragraph 3; it is to encourage officers to pursue this experience.

57 More generally, beyond the parties' arguments on remuneration versus pay, the continued payment of the ERA when an officer is assigned ashore or to a shore-based position provides an incentive to pursue shore-based experience and training, which the employer covets. That is, as mentioned, Fleet Order 516.00 provides that the statements of merit criteria for indeterminate senior officer at sea position processes include the requirement to accumulate "at least" three to four months of experience in an onshore position. Consistent with this experience requirement of a minimum of 90 to 120 days in a shore-based position, paragraph 3 of Appendix G contemplates shore-based assignments both within that minimum requirement and beyond it.

58 Having considered the full context of paragraph 3, I find that the ERA is meant to be paid to officers beyond 120 days in the event that the conditions in the second sentence of paragraph 3 are satisfied.

59 In the circumstances of this case, Mr. Turner was assigned to a shore-based position on an acting basis, and the ERA should have continued to have been paid to him until his monthly basic pay in that position reached his basic monthly pay plus the ERA in his substantive position. Consequently, I allow his grievance and find that the employer violated Appendix G.

V. Remedy

60 Mr. Turner requests that the employer immediately pay all monies owed to him as a result of the decision to eliminate the further payment of the ERA. The

grievance also asks that the employer confirm that the ERA shall continue to be paid beyond 120 days in the event that the conditions under Appendix G, paragraph 3, are satisfied.

61 I believe that my findings are sufficient to address the second half of the requested remedy. Otherwise, given my finding that the payment of the ERA to Mr. Turner should have continued beyond 120 days, I order the employer to pay all monies owed him as a result of its decision to eliminate the payment.

62 For all of the above reasons, the Board makes the following order:

(The Order appears on the next page)

VI. Order

63 The grievance is allowed.

64 The employer shall pay all monies owed to Mr. Turner as a result of its decision to eliminate the further payment of the ERA.

65 I will retain jurisdiction for a period of 120 days from the date of this decision in the event that the parties are unable to agree on the amount owed Mr. Turner as a result of this order.

October 16, 2018.

Chantal Homier-Nehmé,
a panel of the Federal Public Sector
Labour Relations and Employment Board

Appendix "G"		**Appendice « G »**	
Extra Responsibility Allowance		**Indemnité de responsabilités supplémentaires**	
This allowance is paid to officers described in this Appendix in recognition of the additional responsibilities involved in the performance of the regular duties of the position. This also recognizes that, notwithstanding the Hours of Work and Overtime provisions of the Agreement, the normal hours for Officers identified by this Appendix extend beyond those described by the Hours of Work and Overtime provisions.		La présente indemnité est versée aux officiers désignés dans le présent appendice en reconnaissance des responsabilités additionnelles qu'ils assument dans l'exercice des fonctions habituelles de leur poste. Elle reconnaît également que, nonobstant les dispositions de la présente convention concernant la durée du travail et les heures supplémentaires, les heures normales de travail pour les officiers visés par le présent appendice vont au-delà de ce qui est décrit dans les dispositions en question.	
1. An officer assigned as Master/Commanding Officer or Chief Engineer on "C" Class Vessels and above, or as Master/Commanding Officer or Chief Engineer on Department of National Defence Glen Class tugs and "S" Class Torpedo and Ship Ranging Vessels, or as a DND Dockyard Pilot shall be paid an extra responsibility allowance based on the sub-group and level prescribed in his/her certificate of appointment, as follows:		1. L'officier qui occupe un poste de capitaine/commandant ou de chef mécanicien sur des navires de la classe « C » ou d'une classe supérieure, ou de capitaine/commandant ou de chef mécanicien sur des remorqueurs de classe « Glen », et des navires de télémétrie pour bateaux et torpilles de classe « S » du ministère de la Défense nationale ou de pilote de port de la Défense nationale touche une indemnité de responsabilités supplémentaires calculée d'après le sous-groupe et le niveau mentionnés dans son certificat de nomination, comme suit :	
Extra Responsibility Allowance (in dollars)		**Indemnité de responsabilités supplémentaires (en dollars)**	
Sub-Group and Level	**April 1, 2013**	**Sous-groupe et niveau**	**1er avril 2013**
SO-MAO-12	17,587	**SO-MAO-12**	17,587
SO-MAO-11	16,135	**SO-MAO-11**	16,135
SO-MAO-10	14,654	**SO-MAO-10**	14,654
SO-MAO-9	13,442	**SO-MAO-9**	13,442
SO-MAO-8	12,490	**SO-MAO-8**	12,490
SO-MAO-7	11,870	**SO-MAO-7**	11,870
SO-MAO-6	11,433	**SO-MAO-6**	11,433
SO-MAO-5	10,963	**SO-MAO-5**	10,963
2. The Employer may apply this Appendix to operations or vessels other than those listed in 1 above after consultation with the Guild.		2. Dans le cas d'un changement touchant les opérations, l'Employeur peut, après consultation, ajouter ou retrancher des navires du présent appendice.	

3. This extra responsibility allowance will continue to be paid to an officer assigned ashore for training purposes, or to a shore-based position on an acting basis or otherwise for any period up to a maximum of one-hundred and twenty (120) calendar days. The officer will continue to receive the allowance only if the monthly basic pay for the position to which he/she is temporarily assigned would be less than the basic monthly pay plus the extra responsibility allowance in his/her substantive position.	3. La présente indemnité de responsabilités supplémentaires continuera d'être versée à l'officier affecté à terre aux fins de formation, ou affecté temporairement à un poste à terre en vertu d'une nomination intérimaire ou dans d'autres circonstances pour une période maximale de cent vingt (120) jours civils. L'officier continuera de recevoir l'indemnité seulement si sa rémunération mensuelle de base pour le poste auquel il est affecté temporairement est inférieure à ladite rémunération mensuelle de base majorée de l'indemnité de fonctions supplémentaires pour son poste d'attache.
4. An officer who is appointed to a position in a regional or relief pool is entitled to receive this extra responsibility allowance on the basis described in paragraph 1 during those periods which he/she is serving on a vessel	4. L'officier qui est nommé à un poste dans une équipe régionale ou de relève a le droit de toucher la présente indemnité de responsabilités supplémentaires, selon les modalités décrites au paragraphe 1, pendant les périodes où il est de service sur un navire.
5. Notwithstanding Appendix "H", an officer working under the Lay-Day Operational Crewing System, who is in receipt of the extra responsibility allowance is entitled to earn a prorated lay-day for work performed during the scheduled off-duty portion of the work cycle except for the time spent during crew changeover duties.	5. Nonobstant l'appendice « H », un officier qui travaille selon le système de dotation en personnel naviguant et d'accumulation des jours de relâche et qui touche une indemnité de responsabilités supplémentaires a le droit d'acquérir un jour de relâche calculé au prorata pour le travail accompli pendant les heures hors-service prévues à son cycle de travail, à l'exception du temps consacré aux fonctions de rotation d'équipage.
6. The extra responsibility allowance shall be considered as part of pay for purposes of the *Public Service Superannuation Act* (PSSA), Disability Insurance (DI), the Public Service Management Insurance Plan (PSMIP) and Severance Pay (Article 29).	6. L'indemnité de responsabilités supplémentaires est considérée comme faisant partie de la rémunération en vertu de la *Loi sur la pension de la fonction publique* (LPFP), de l'assurance-invalidité (AI), du Régime d'assurance pour les cadres de gestion de la fonction publique (RACGFP) et de l'indemnité de départ (article 29).
7. This allowance shall be paid on the same basis as the officer's pay.	7. La présente indemnité doit être versée selon les mêmes modalités que la rémunération de l'officier.