



**EMPLOYER PROPOSALS  
FOR THE  
SHIPS' OFFICERS GROUP**

**NEGOTIATIONS FOR THE RENEWAL  
OF THE COLLECTIVE AGREEMENT  
EXPIRING ON MARCH 31, 2014**

**Negotiator: Ted Leindecker**

**June 16, 2014**

## INTRODUCTION

The Employer's objectives for this round of bargaining are to advance the government's human resources modernization agenda by implementing a new disability and sick leave management system, by providing salary increases which respect the government's fiscal restraint, and by setting the duration of the collective agreement in order to provide financial predictability.

Such an approach is fair for taxpayers and public servants, and will contribute to a healthier, more productive workforce.

Without prejudice, attached are the Employer proposals for the negotiation of a single collective agreement covering employees who are members of the Ship' Officers bargaining unit.

The Employer reserves the right to present other proposals in negotiations as well as counter-proposals with respect to union demands.

Also, the Employer proposes that articles of the agreement which are not ultimately dealt with as proposals by the parties shall be renewed with appropriate editorial modification to ensure compatibility with other articles as finally agreed.

Proposed changes are highlighted in **bold** font. Where deletions are proposed, the words have a strikethrough "~~—~~".

## GENERAL

The Employer proposes to:

1. simplify, consolidate and standardize where appropriate;
2. review and amend, as necessary, the collective agreement in relation to recent legislative changes, or any other required administrative changes in terminology;
3. discuss Pay Administration issues, including an extension to the implementation period;

**ARTICLE 10**  
**CHECK-OFF**

**10.04** An officer who satisfies the Employer Guild to the extent and declares in an affidavit that the officer is a member of a religious organisation whose doctrine prevents the officer as a matter of conscience from making financial contributions to an employee organization and that the officer will make contributions to a charitable organization registered pursuant to the *Income Tax Act*, equal to dues, shall not be subject to this Article, provided that the affidavit submitted by the officer is countersigned by an official representative of the religious organisation involved. The Guild will inform the Employer accordingly.

**10.06** The amount deducted in accordance with clause 10.01 shall be remitted to the Secretary-Treasurer of the Guild by cheque within a reasonable period of time after deductions are made and shall be accompanied by particulars identifying each officer and the deductions made on his/her behalf.

~~**10.07** The Employer shall provide a voluntary revocable check-off of premiums payable on a life insurance plan provided by the Guild for its members on the basis of production of appropriate documentation, provided that the amounts so deducted are combined with Guild dues in a single monthly deduction.~~

## Article 12 Statement of Duties

12.01 Upon appointment ~~written request~~, an officer shall be provided entitled ~~to~~ with ~~an official~~ statement of the duties and responsibilities of the officer's substantive position including the position's classification level and where applicable, the point rating allotted by factor to the position.

**ARTICLE 14  
INFORMATION FOR OFFICERS**

14.01 The Employer agrees to supply each officer with a copy of the Collective Agreement, ~~and will endeavour to do so within one (1) month after receipt from the printer.~~ For the purpose of satisfying the Employer's obligation under this clause, employees may be given electronic access to this Agreement. Where electronic access to the Agreement is unavailable or impractical, the employee shall be supplied, on request, with a printed copy of the Agreement.

**ARTICLE 19**  
**LEAVE – GENERAL**

**19.03** When the employment of an officer who has been granted more vacation or sick leave with pay than the officer has earned is terminated by lay-off, the officer is considered to have earned the amount of leave with pay granted to the officer if, at the time of the officer's lay-off, the officer has completed two (2) or more years of continuous service employment.

**19.11** Except as otherwise specified in this Agreement:

- a. where leave without pay for a period in excess of three (3) months is granted to an Officer, the total period of leave granted shall be deducted from "continuous employment" for the purpose of calculating severance pay and "service" for the purpose of calculating vacation leave;
- b. time spent on such leave which is for a period of more than three (3) months shall not be counted for pay increment purposes.

**ARTICLE 20  
VACATION LEAVE WITH PAY**

**20.02 Accumulation of Vacation Leave Credits**

Effective April 1, 2010, an officer who has earned at least eighty (80) hours' pay during any calendar month of a vacation year shall earn vacation leave credits at the following rates provided he/she has not earned credits in another bargaining unit with respect to the same month:

(a) fourteen (14) hours per month until the month in which the anniversary of his/her sixteenth (16<sup>th</sup>) year of continuous employment service occurs;

or

(b) fourteen decimal six seven (14.67) hours per month commencing with the month in which his/her sixteenth (16<sup>th</sup>) anniversary of continuous employment service occurs;

or

(c) fifteen decimal three (15.33) hours per month commencing with the month in which his/her seventeenth (17<sup>th</sup>) anniversary of continuous employment service occurs;

or

(d) sixteen decimal six seven (16.67) hours per month commencing with the month in which the officer's eighteenth (18<sup>th</sup>) anniversary of continuous employment service occurs;

or

(e) eighteen (18) hours per month commencing with the month in which the officer's twenty-seventh (27<sup>th</sup>) anniversary of continuous employment service occurs;

or

(f) twenty (20) hours per month commencing with the month in which the officer's twenty-eighth (28<sup>th</sup>) anniversary of continuous employment service occurs.



## Entitlement to Vacation Leave With Pay

**20.05** An officer is entitled to vacation leave to the extent of his/her earned credits but an officer who has completed six (6) months of continuous service employment may receive an advance of credits equivalent to the anticipated credits for the vacation year.

## 20.10 Carry-Over and/or Liquidation of Vacation Leave

- a. Where in any vacation year, an employee has not been granted all of the vacation leave credited to him or her, the unused portion of his or her vacation leave credits up to a maximum of two hundred and forty (240) eighty (280) hours for those Officers working under Appendix K and L, two hundred and fifty two (252) ninety four (294) hours for those Officers working under Appendix I, three hundred and twenty six decimal two (326.2) two hundred and seventy nine point six (279.6) hours for those Officers working under Appendix J, and three hundred and thirty six (336) and two hundred and eighty eight (288) hours for those Officers working under Appendix H, shall be carried over into the following vacation year. All vacation leave credits in excess of the foregoing maxima shall be automatically paid in cash at his or her rate of pay as calculated from the classification prescribed in his or her certificate of appointment of his or her substantive position on the last day of the vacation year.

- b. ~~i. Notwithstanding paragraph (a), on the date of signing of this Agreement or on the date an officer becomes subject to this Agreement, he or she has more than the limits provided in paragraph (a) above of unused vacation leave credits earned during previous years, this number of unused vacation leave credits shall become the officer's accumulated leave maximum.~~
- ii. ~~Unused vacation leave credits equivalent to the officer's accumulated leave maximum shall be carried over into the following vacation year.~~
- iii. ~~Unused vacation leave credits in excess of the officer's accumulated leave maximum shall be automatically paid in cash at his or her rate of pay as calculated from the classification prescribed in his or her certificate of appointment of his or her substantive position on the last day of the vacation year.~~

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**ARTICLE 22  
SICK LEAVE WITH PAY**

As a result of the Government's announcement to implement a Short-term Disability Plan, the Employer wishes to discuss the consequential changes to the sick leave provisions, a transition approach for sick leave banks, as well as, any other required changes to other provisions in the collective agreement.

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Also update to the following clause to reflect accurate legislation and terminology:

**22.09** The Employer agrees that an officer shall not be terminated for cause for reasons of incapacity recommended for release from employment under section 31 of the *Public Service Employment Act* for incapacity by reason of ill health pursuant to paragraph 12 (1) (c) of the *Financial Administration Act* shall not be released at a date earlier than the date at which the officer will have utilized all the officer's accumulated sick leave credits or illness for which except where the result of an injury-on-duty leave has been granted pursuant to 23.05.

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**ARTICLE 23  
OTHER TYPES OF LEAVE WITH OR WITHOUT PAY**

**23.10 Maternity Allowance**

| The Employer wishes to discuss in the context of WFA

**23.13 Parental Allowance**

| The Employer wishes to discuss in the context of WFA

**ARTICLE 29  
SEVERANCE PAY**

*The Employer wishes to discuss the required housekeeping due to the deletion of voluntary severance.*

**ARTICLE 30  
HOURS OF WORK AND OVERTIME**

**Hours of Work**

**30.01** Except as otherwise provided in Appendices "H", "I", "J" and "K", hours of work shall be designated so that officers:

(a) work eight (8) hours per day,

and

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

**30.02** Unless otherwise provided in this Article officers assigned to the Lay-Day Crewing System are subject to Appendix "H", officers assigned to the Averaging System Forty-Two (42) hours are subject to Appendix "I", officers assigned to the On-Call System Average Forty-Six Point Six (46.6) Hours are subject to Appendix "J", and all other officers are subject to Appendix "K".

**30.03**

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

(b) However, the provisions of clause 30.03(a) above does not apply to officers who are required to eat during their work period.

**30.04**

(a) Any work which appears to be necessary for the safety of the vessel, passengers or crew shall be performed at any time on immediate call by all officers and, notwithstanding any provisions of this Agreement which might be construed to the contrary, in no event shall overtime be paid for work in connection with such emergency duties, of which the Master/Commanding Officer shall be the sole judge.

(b) The Master/Commanding Officer may require any officer to participate in lifeboat or other emergency drills without the payment of overtime.

~~30.05 The Employer may apply Appendix "I" to operations other than those presently operating under Appendix "I" upon mutual agreement being reached between the Guild and the Employer.~~

**ARTICLE 31  
CALL-BACK PAY**

**31.01** When an officer, after having completed his/her designated hours of work, has left the Employer's premises and is subsequently required to return to the Employer's premises to work overtime, the officer shall be paid the greater of:

- a. compensation at the applicable overtime rate for any work performed,  
or
- b. compensation equivalent to three (3) hours' pay at the officer's applicable overtime rate of pay, to a maximum of eight (8) hours' pay in an eight (8) hour period.

provided that the period of overtime worked by the officer is not contiguous to the officer's designated hours of work.

**31.02** When an officer is called back to work under the conditions described in paragraph 31.01, and is required to use transportation services other than normal public transportation services, the officer shall be reimbursed for reasonable expenses incurred as follows:

- a. ~~mileage allowance~~ kilometric rate at the rate normally paid to an officer when authorized by the Employer to use his/her automobile when the officer travels by means of the officer's own automobile,  
or
- b. out-of-pocket expenses for other means of commercial transportation.

**ARTICLE 35  
PAY ADMINISTRATION**

The Employer would like to discuss retroactivity

**35.01** Except as provided in this Article, the terms and conditions governing the application of pay to officers are not affected by this Agreement.

**35.02** An officer is entitled to be paid for services rendered at the pay specified in Appendix "A", "B", "C" or "D" for the group, sub-group and level prescribed in the officer's certificate of appointment.

**35.03**

- (a) The rates of pay set forth in Appendix "A", "B", "C" or "D" shall become effective on the date specified.
- (b) Where the rates of pay set forth in Appendix "A", "B", "C" or "D" have an effective date prior to the date of signing of this agreement, the following shall apply:
  - (i) "retroactive period" for the purpose of clauses (ii) to (v) means the period from the effective date of the revision up to and including the day before the Collective Agreement is signed or when an arbitral award is rendered therefore;
  - (ii) a retroactive upward revision in rates of pay shall apply to officers, former officers or in the case of death, the estates of former officers who were officers in this bargaining unit during the retroactive period;
  - (iii) for initial appointments made during the retroactive period, the rate of pay selected in the revised rates of pay is the rate which is shown immediately below the rate of pay being received prior to the revision;
  - (iv) for promotions, demotions, deployments, transfers or acting situations effective during the retroactive period, the rate of pay shall be recalculated, in accordance with the Public Service Terms and Conditions of Employment Regulations, using the revised rates of pay. If the recalculated rate of pay is less than the



rate of pay the employee was previously receiving, the revised rate of pay shall be the rate, which is nearest to, but not less than the rate of pay being received prior to the revision. However, where the recalculated rate is at a lower step in the range, the new rate shall be the rate of pay shown immediately below the rate of pay being received prior to the revision;

- (v) no payment or notification shall be made pursuant to clause 35.03(b) for one dollar (\$1.00) or less;
- (vi) in order for former officers or, in the case of death, for the former officers' representatives to receive payment in accordance with clause (b)(iii), the Employer shall notify, by registered mail, such individuals at their last known address that they have thirty (30) days from the date of receipt of the registered letter to request in writing such payment after which time any obligation upon the Employer to provide payment ceases.



**ARTICLE 36  
OFFICER PERFORMANCE REVIEW AND OFFICER FILE**

**36.01** When a formal review of an officer's performance is made, the officer concerned shall be given an opportunity to discuss and then sign the review form in question upon its completion to indicate that its contents have been read and understood.

**36.02** At the request of the Guild and with the consent of the officer, the Employer at the appropriate level shall provide the Guild with the reasons and a description of the circumstances surrounding disciplinary action taken against the officer.

**36.03** The Employer agrees not to introduce as evidence in a hearing relating to disciplinary action any document from the file of an officer, the existence of which the officer was not aware at the time of filing or within a reasonable period thereafter.

**36.04** Upon written request of an officer, notice of disciplinary action which may have been placed on the personal file of the officer shall be destroyed after two (2) years have elapsed since the disciplinary action was taken provided that no further disciplinary action has been recorded during this period. This period will automatically be extended by the length of any period of leave without pay.

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**36.05** Upon written request of an officer, the personnel file of that officer shall be made available once per year for the officer's examination in the presence of an authorized representative of the Employer.

**ARTICLE 43  
DURATION AND RENEWAL**

*The Employer reserves the right to present proposals regarding the date on which the provisions and the appendices of the new agreement become effective, as well as the implementation of the retroactive period of the agreement, where applicable.*

43.01 The provisions of this Agreement will expire on March 31, ~~2014~~ 2018.

43.02 Unless otherwise expressly stipulated, the Agreement shall become effective on the date it is signed.

**43.03 The provisions of this collective agreement shall be implemented by the parties within a period of one hundred fifty (150) days from the date of the signing.**

**\*\*APPENDIX "A"**

**Rates of Pay**

On April 1, 2014: Increase all rates of pay by 0.5%

On April 1, 2015: Increase all rates of pay by 0.5%

On April 1, 2016: Increase all rates of pay by 0.5%

On April 1, 2017: Increase all rates of pay by 0.5%

The Employer also wishes to discuss the pay notes.

**APPENDIX J**  
**ON-CALL SYSTEM – AVERAGE FORTY-SIX POINT SIX (46.6) HOURS**

This is to confirm the understanding reached between the Employer and the Canadian Merchant Service Guild with respect to the operation of vessels on the On Call System average forty-six point six (46.6) hours.

~~Class 400 vessels will operate under this work system and shall not be placed under another work system except by mutual agreement between the parties.~~

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

## Appendix "K"

### 40 Hour Work Week System

#### Article 30 - Hours of Work and Overtime

##### *Hours of Work*

- a. Hours of work shall be designated so that officers:
  - i. work eight (8) hours per day,  
and
  - ii. work an average of forty (40) hours and five (5) days per week.  
and
  - iii. the two (2) days of rest shall be consecutive.
- b. Officers working sea watches shall normally work on the basis of either:
  - i. four (4) hours on and eight (8) hours off;  
or
  - ii. six (6) hours on and six (6) hours off.
- c. Officers whose hours of work are designated in accordance with clause (a) and who are not assigned to watches shall perform their daily hours of work within a twelve (12) hour period as determined from time to time by the Master/Commanding Officer. These hours shall be designated so as to be consecutive, except for meal periods.
- ~~d. For officers who regularly work five (5) consecutive days per week on "non-watchkeeping" vessels the hours of work shall be consecutive, except for meal periods.  
and  
The normal daily hours of work shall be between 0600 hours and 1800 hours.  
and  
Officers shall be given forty-eight (48) hours notice of any change in scheduled starting time.~~

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