



## GSO Contract Arbitration - Update # 4 19 October, 2018

### **Frequently Asked Questions re: Arbitral Award**

#### **1. Will negotiations need to re-commence soon if this contract is already expired?**

Yes. As seen in paragraphs 34 and 80 of [The Award](#), the Guild requested a contract that would expire in the year 2019, with an additional “cost-of-living allowance” in the final year to keep up with inflation. However, the Award instead concentrates primarily on the Guild’s demand for a significant wage increase, which we have been successful in obtaining. In fact, as a result of the Award, the new pay rates in effect now are 17.7% higher than the pay rates in the old contract. On the other hand though, on the matter of the length of term of the new contract, the Arbitrator explains in paragraphs 80 and 81 why he has ordered that this contract expire in 2018.

#### **2. When do all these changes described in the arbitral Award become effective?**

Paragraph 82 says the changes come into effect on the date the Award was issued (October 2<sup>nd</sup>) with the exception of wages. Wages will be adjusted retroactively and will result in retroactive payments.

#### **3. With all the screw-ups in the federal payroll system, I am not confident that the new pay rates and the retroactive pay will be calculated correctly. When can I expect to see the new pay rate on my paycheque and when will I get my retroactive payments?**

In paragraph 82, the Arbitrator requires the employer to implement the provisions of the Award within 150 days after the new collective agreement has been signed by the parties. The Guild will need to carefully review all the calculations of the new wage rate tables. That process is already well underway and the new pay rates will be posted on the Guild website once all those calculations have been finalized.

The Guild will also have to complete the review of all the wording of the new contract before that document can be signed. Members will be informed as soon as that process has been completed as that signing date is the commencement of the 150-day deadline for the employer to implement all the provisions of the arbitral Award including the payment of retroactive pay.

One of the Guild’s demands was that each Officers’ pay, since the inception of the new pay system, be audited carefully prior to the calculation of retroactive pay, however that requirement was not awarded by the Arbitrator. The Guild will continue to assist Members on a case-by-case basis in all instances where they are short-changed on pay and this assistance will apply to retroactive wages as well. The Guild will also, if necessary, seek recourse through the Labour Board if the Award is not implemented within the timelines prescribed by the Arbitrator.

**4. Am I correct that the Arbitrator did not award a monetary increase in the allowances (including the Extra Responsibility Allowance - ERA)? If so, these allowances are not keeping pace with inflation.**

That is correct. In paragraph 24 the Arbitrator did agree with the Guild's demand to increase from 120 days to 365 days, the entitlement to continue to receive the ERA in a shore-based position, but the Arbitrator did not increase the monetary amount of the ERA. This is despite the request by the Guild in paragraph 34 that the wage increase needs to apply to all the allowances. While the Arbitrator did award the Guild a significant overall wage increase, he made a decision to only increase the allowances for certain meals (paragraphs 31 and 32) and he has indicated in paragraph 83 that all other proposals that he has not addressed in this Award are dismissed, which unfortunately includes our demand for all allowances to increase by the same percentage as the wage increase. The Guild will need to once again bring forward this matter as a priority in the upcoming round of collective bargaining, to obtain increases for all the allowances.

**5. Fortunately I usually only have to travel 20 minutes to get to the vessel and don't understand why travelling time (of over 8 HOURS?!) was an issue that we needed to take to arbitration. Does this have something to do with crew changes in the arctic?**

Yes, this occurs primarily during arctic crew changes. According to the National Joint Council Travel Directive, federal government employees (including Ships' Officers) are typically required to travel up to 9 consecutive hours, following which the employer should usually have scheduled an overnight rest period in the travel itinerary. It was patently unjust that the collective agreement limited the payment for travelling time to a maximum of 8 hours when Officers were actually required to travel for 9 hours. This situation has now been corrected by the Arbitrator in paragraph 28 and travel time will now be paid up to 9 hours at the applicable rate.

**6. Do we have any choice of how retroactive payments will be made? Can I have it deposited to an RRSP or saved as leave?**

No, unfortunately, retroactive pay is made by way of direct deposit in the same manner as regular payroll.

**7. Is paragraph 7 mostly minor administrative adjustments to the Collective Agreement or are there any significant changes or improvements?**

There is an adjustment to "Leave With Pay for Family-Related Responsibilities". This change removes some of the prescriptive limits in the contract wording, so that Officers will have more flexibility to use their annual allotment of 5 days, in a manner that better suits the needs of their families.

Also, under the old contract, the entitlement to "Bereavement Leave With Pay" was 5 days in the event of the death of an Officer's immediate family. This entitlement is now increased to **7 days** with pay.

**8. Since the Guild opposed all the employer's proposed concessions, are there any changes to our existing paid sick leave provisions? And what about the employer's demand to no longer provide Officers with printed copies of the collective agreement?**

In paragraph 83, the Arbitrator dismissed all proposals that are not addressed in the Award, so this means that the Guild was successful in protecting the status quo on all the sick leave articles in the old contract, as well as the requirement for the employer to provide printed copies of the new contract.

**9. When will I be able to have a first look at the complete new contract?**

The Guild and the treasury board are reviewing as quickly as possible, all the changes and revisions that need to be made to the contract and as soon as that process is complete, the document will be posted online and Members will immediately be notified by an e-mail blast.

However, within the next few days, the new official pay rate tables, showing the 17.7% increase in wages, are expected to be ready for all pay categories, and we will notify members as soon as that portion of the contract has been posted onto the website.