

IN THE MATTER OF
THE PUBLIC SERVICE LABOUR RELATIONS ACT
and a dispute affecting the
Public Service Alliance of Canada, as bargaining agent,
and the Canadian Security Intelligence Service, as employer,
in respect of the employees in the Clerical and Regulatory,
Communications, Office Equipment and Secretarial, Stenographic and Typing Groups

Board Members: Ken E. Norman, Chairman
Dale Clark, Union Nominee
Sandra Budd, Employer Nominee

For the Union: Susan Jones

For the Employer: Gloria Tatone Blaker

Hearing Dates: May 25, 26 & 27, 2005

Location: Ottawa ON

ARBITRATION BOARD AWARD

[1] The process leading to this award began on November 19, 2004, with a request by the Public Service Alliance of Canada to the Chairperson of the then Public Service Staff Relations Board to establish an arbitration board.

[2] At the conclusion of an exchange of positions by the parties, the Public Service Alliance of Canada indicated, by letter of January 7, 2005, that all outstanding matters in dispute were contained in its original application of November 19, 2004.

[3] In a decision of February 24, 2005, the Chairperson of the Public Service Staff Relations Board established this board of arbitration.

[4] With the coming into force of the *Public Service Labour Relations Act*, on April 1, 2005, pursuant to paragraph 57(1)(c) of the *Public Service Modernization Act*, this arbitration board was deemed to be a board established under section 140 of the *Act*, and the arbitration was empowered to continue in accordance with Division 9 of Part I of the *Act*.

[5] In a letter dated April 20, 2005, the Public Service Alliance of Canada, informed the Board that it wished to change its nominee to the arbitration board.

[6] By a decision of April 26, 2005, the Chairperson of the PSLRB acceded to this request and established this arbitration board composed of Ken Norman, chairperson, Dale Clark and Sandra Budd, members.

[7] The parties exchanged briefs on the matters in dispute in advance of the board's hearings.

[8] On May 25, 26 and 27, this arbitration board first convened in executive session. Based on our unanimous judgment, stemming from our review of the parties' briefs, we advised the parties at the opening session that, with their consent, we would engage in a process of facilitating collective bargaining with them. To this end, the day proceeded on May 25. May 26 then proved to be a very, very long day of continued facilitated negotiations and representations, punctuated by an apparent impasse at the midpoint of the sessions. Finally, on May 27, there were concluding exchanges followed by board discussions.

[9] Compensation was the central issue between the parties. The impasse reached on this issue flowed from the nature of the work place. CSIS is a security establishment. A consequence of this status is that employees are divided on the basis of there being a large non-unionized group and a small bargaining unit using the same classification plan and the same levels. The Public Service Alliance of Canada took the position that the appropriate comparator was the non-unionized group within CSIS. The employer maintained its historical position of citing similar Public Service occupations.

[10] This board is persuaded that there is compelling comparator group evidence within the CSIS establishment. Accordingly, this board's compensation award is founded on the principle of harmonization within CSIS for the Clerical and Regulatory, Communications, Office Equipment and Secretarial, Stenographic and Typing Groups.

[11] Compensation Bonus

Employees are forthwith to be paid a compensation bonus of \$1,600.00 in consideration of a situation unique to CSIS, as a security establishment. The compensation bonus shall be paid to each employee on strength on the date that the arbitral award is issued.

[12] Annual Rates of Pay

EFFECTIVE: January 1, 2004 – Harmonization includes an economic increase of 0.625% (2.5% annualized).

IS-02

From:	\$		30,508	31,728	32,997	34,759	36,149
	A	30,560	31,782	33,054	34,376	35,751	37,250

IS-03

From:	\$		33,367	34,983	36,392	38,184	39,712
	A	33,610	34,954	36,353	37,807	39,319	40,920

IS-04

From:	\$		37,230	38,730	40,289	42,764	44,476
	A	37,650	39,156	40,722	42,351	44,045	45,820

Effective April 1, 2004 - Economic increase of 2.00%
 Effective April 1, 2005 - Economic increase of 2.65%
 Effective April 1, 2006 - Economic increase of 2.50%

[13] ARTICLE 41 – Overtime

41.03 Subject to Clause 41.08, an employee who is required to work overtime on his/her scheduled work day is entitled to compensation at time and one half (1½) for all overtime hours.

41.04 Subject to Clause 41.08, an employee who is required to work on a day of rest is entitled to compensation at double (2) time.

[14] NEW ARTICLE – Personal Leave

XX.01 Subject to operational requirements as determined by the Employer and with an advance notice of at least five (5) working days, the employee shall be granted, in each fiscal year, a single period of up to seven decimal five (7.5) hours of leave with pay for reasons of a personal nature.

XX.02 The leave will be scheduled at times convenient to both the employee and the Employer. Nevertheless, the Employer shall make every reasonable effort to grant the leave at such times as the employee may request.

[15] NEW ARTICLE – Volunteer Leave

XX.01 Subject to operational requirements as determined by the Employer and with an advance notice of at least five (5) working days, the employee shall be granted, in each fiscal year, a single

period of up to seven decimal five (7.5) hours of leave with pay to work as a volunteer for a charitable or community organization or activity, other than for activities related to the Government of Canada Workplace Charitable Campaign.

XX.02 The leave will be scheduled at times convenient to both the employee and the Employer. Nevertheless, the Employer shall make every reasonable effort to grant the leave at such times as the employee may request.

[16] Incorporation and Effectiveness

All other items in dispute agreed to by the parties are hereby made part of this Award. All items, whether agreed by the parties or awarded by this board are effective the date of the board's award unless specified by the board otherwise.

[17] Expiration Date

The expiration date of the collective agreement will be March 31st, 2007.

[18] In conclusion, I wish to record my thanks to my experienced colleagues on this board. It was both a pleasure and an education working with them. Sandra Budd and Dale Clark came to this process fully briefed on the issues and worked closely and effectively with the parties, and with me, over the course of this board's meetings. I also wish to convey my compliments to the negotiators. Gloria Tatone Blaker and Susan Jones not only demonstrated to this board their professionalism and capacities; they conducted themselves throughout in such a way as to leave the collective bargaining process between these parties in better shape than they found it.

Chair, Arbitration Board