

BOARD OF ARBITRATION AWARD

Ref. No.: 185-23-398 (1)e

IN THE MATTER of the *Public Service Staff Relations Act* and a dispute affecting the Office of the Superintendent of Financial Institutions and Her Majesty in Right of Canada as represented by the Public Service Alliance of Canada in respect of all of the employees primarily engaged in secretarial functions, clerical and/or other administrative support functions as determined in the certificate issued by the Public Service Staff Relations Board on June 7, 1999.

- (1) On February 24, 2004, the Public Service Alliance of Canada applied for the establishment of an Arbitration Board to deal with outstanding issues that the parties had not been able to resolve.
- (2) On June 4, 2004, the Chairperson of the Public Service Staff Relations Board appointed Ken Norman to be Chairperson of the Arbitration Board, Joe Herbert to represent the interests of the Union and Pierce Sutherland to represent the interests of the Employer.
- (3) On June 28 and 29, 2004, the Arbitration Board convened with the parties. Through the efforts of the parties and, especially of their outstanding, experienced nominees all outstanding issues were resolved with the exception of Bereavement Leave, Rates of Pay and Duration.
- (4) Having considered the parties' thorough representations on these matters, the following is awarded:
 - (a) Bereavement Leave

The existing article of the collective agreement shall be replaced with the following:



21.02 Bereavement Leave With Pay

For the purpose of this clause, family is defined as father, mother (or alternatively stepfather, stepmother, or foster parent), brother, sister, spouse, parents of spouse, child (including child of spouse), stepchild or ward of the employee, spouse of child, grandchild, grandparent, and any relative permanently residing in the employee's household or with whom the employee permanently resides.

- (a) When a member of an employee's family dies, an employee shall be entitled to a bereavement period of five (5) consecutive days of bereavement leave with pay which must include the day of the funeral or memorial service. In addition, the employee may be granted up to three (3) days' leave with pay for the purpose of travel to and from the place of the aforementioned funeral or memorial service. Days of rest and designated paid holidays are excluded from the bereavement period.
- (b) An employee is entitled to one (1) day's bereavement leave with pay for the purpose related to the death of his or her brother-in-law or sister-in-law.
- (c) If, during a period of sick leave, vacation leave or compensatory leave, an employee is bereaved in circumstances under which he or she would have been eligible for bereavement leave with pay under clauses a) and b), the employee shall be granted bereavement leave with pay and his or her paid leave credits shall be restored to the extent of any concurrent bereavement leave with pay granted.
- (d) It is recognized by the parties that the circumstances which call for leave in respect of bereavement are based on individual circumstances. On request, the Employer may, after considering the particular circumstances involved, grant leave with pay for a period greater than and/or in a manner different than that provided for in clauses a) and b).

(b) Rates of Pay

The Rates of Pay in the existing collective agreement shall be adjusted as follows:

- A: Effective January 1, 2004 (RE-1 rate restructuring: 1%;
RE-2 rate restructuring: 0.5%)**
- B: Effective January 1, 2004 (0.625% increase)**
- C: Effective April 1, 2004 (2.5% increase)**
- D: Effective April 1, 2005 (2.0% increase)**

<u>Level</u>		<u>Minimum (80% of Job Rate)</u>	<u>Maximum (100% of Job Rate)</u>
RE-1	from:	28,300	35,300
	A:	28,600	35,700
	B:	28,800	36,000
	C:	29,600	36,900
	D:	30,200	37,700
RE-2	from:	35,200	43,900
	A:	35,400	44,200
	B:	35,600	44,500
	C:	36,600	45,700
	D:	37,400	46,700

(c) **Duration**

This Arbitral Award shall expire on March 31, 2006.

I would like to thank the parties for their clear and comprehensive briefs, and especially to thank the nominees, Joe Herbert and Pierce Sutherland, for their extraordinary efforts in assisting the parties in achieving common ground on almost all of the outstanding issues remitted to this Board of Arbitration. At the request of the parties, the Board remains seized of this matter in the event that a dispute arises concerning this Award.

Dated at Saskatoon, this 30th
day of June, 2004.

Ken Norman, Chairperson ,
Board of Arbitration