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Parliamentary Employment
and Staff Relations Act

Before the Public Service
Staff Relations Board

BETWEEN

PROFESSIONAL INSTITUTE OF THE PUBLIC SERVICE OF CANADA

Bargaining Agent

and

SENATE OF CANADA

Employer

RE: Request for Arbitration
Legislative Clerk Sub-group, Administrative Support Group

Before: Guy Giguère, Deputy Chairperson, and
Sandra Budd and Luc Grenier, Members

For the Bargaining Agent: Michel Gingras, Professional Institute of the Public
Service of Canada

For the Employer: Monique Bourgon, Counsel

Heard at Ottawa, Ontario,
June 7 and 8, 2002.

ARBITRAL AWARD

[1] On November 27, 2001, the Professional Institute of the Public Service of Canada (“PIPSC”) filed a request for arbitration under section 50 of the *Parliamentary Employment and Staff Relations Act* (PESRA) with respect to the Legislative Clerk Subgroup, which is part of the Administrative Support Group. The collective agreement between the PIPSC and the Employer, the Senate of Canada (Employer), for this bargaining unit expired on September 30, 2001.

[2] On December 10, 2001, Michel Gingras wrote to the Board to clarify the bargaining agent’s demands. On December 13, 2001, Nicole Proulx, Manager, Staff Relations and Compensation at the Senate, wrote to the Board to submit the Employer’s demands.

[3] On January 17, 2002, the Board appointed Guy Giguère, Sandra Budd and Luc Grenier to form the panel for arbitration purposes in this matter.

[4] The parties submitted written briefs specifying the issues that remained in dispute. In its brief, the PIPSC stated that its demands relate to hours of work, vacation leave, a new bilingualism bonus and wages. The PIPSC also indicated its agreement with the Employer’s request that the term of the new collective agreement cover 36 months, expiring on September 30, 2004.

[5] Since the PIPSC agreed with the term of the collective agreement, there remained only one demand relating to travelling time in the Employer’s brief.

[6] The bargaining unit consists of 15 positions, specifically, 12 committee clerks (CMO-1) and three legislative clerks (LCK-1). Of the 12 committee clerks, two are currently acting as administrative secretaries for interparliamentary associations. In its brief, the Employer indicated that additional positions have been approved and are currently being staffed.

HOURS OF WORK AND COMPENSATION FOR EXTRA HOURS WORKED

[7] The PIPSC proposed the following changes to the collective agreement concerning hours of work:

24.02(a)(1) New: The hours of work performed in one day, outside the normal hours or week pursuant to article 24.02(a) are calculated at the applicable overtime rate, in addition to the basic 1820 hours.

24.02(a)(2) **New:** *Except in an urgent situation, the employer cannot require an employee to work more than 16 hours in the same day, or 16 consecutive hours.*

24.02(a)(3) **New:** *The employer must ensure that the employee has a minimum period of eight hours rest per day, or 10 hours if the employee worked consecutive hours.*

[8] The PIPSC also proposed that the following text be added to clause 24.06:

[Translation]

24.06 **Add:** *Compensatory leave accumulated during a previous year that is taken in time by the employee is calculated as if it were part of the 1820 hours pursuant to clause 24.02.*

[9] In addition, the PIPSC proposed the following amendments to article 24 dealing with overtime, and which would read as follows:

4.11.1 **New:** *An employee who is required by the employer to work overtime shall be compensated as follows:*

- (a) *at time and one-half (1 1/2) for each hour of overtime worked, except as provided in paragraphs (b), (c) below;*
- (b) *at double time (2) for each hour of overtime worked after fifteen (15) hours' work in a normal workday or after seven (7) hours' work on a day of rest;*
- (c) *at double time (2) for each hour of overtime worked on the employee's second or subsequent day of rest, where "second or subsequent day of rest" means the second day or subsequent day in an unbroken series of consecutive calendar days of rest;*

[10] The Employer replied that it is preferable to calculate overtime on an annual basis of 1,820 hours as is presently done. Clause 24.06 stipulates that the employee is compensated at the end of the year at a rate of one time and one-half his hourly rate of pay for each hour worked in excess of the 1,820 hours and that said compensation is in the form of compensatory leave or cash.

[11] The Employer indicated that the PIPSC is asking that overtime be compensated on a daily basis while having agreed to renew clause 29.06 under which overtime is paid at the end of the year for time worked in excess of the 1,820 hours. The PIPSC's proposal would in fact amount to compound overtime, which is not acceptable.

[12] The Employer explained that it had offered during conciliation to compensate the employee at double time for hours worked in excess of a given number, possibly 2,300.

[13] The Board decides not to accept the PIPSC's proposals with respect to hours of work. The Board decides that, pursuant to the same terms as those set out in clause 24.06 of the collective agreement, when an employee has worked more than 2,100 hours during the fiscal year, he shall be compensated at the end of that period at the rate of double his hourly rate of pay for each hour worked in excess of 2,100.

TRAVELLING

[14] The Employer proposed that article 25 dealing with travelling be amended as follows (proposed amendment in bold):

[Translation]

*25.03 - All calculations for travelling time shall be based on each completed period of fifteen (15) minutes and **shall not exceed a maximum of seven (7) hours per day.***

*25.04 -Subject to the provisions of clause 25.02(c), travelling time shall include time necessarily spent at each stop-over en route, **to a maximum of three (3) hours**, provided that such a stop-over does not include an overnight stay.*

[15] The PIPSC replied that an employee who is travelling is on government service and compensated from the time of departure to the time of arrival at destination. As a result of the attacks on September 11, 2001, international travel is taking longer and employees should be compensated for the full duration of this travelling time since they are accompanying parliamentarians and must be available to them during these periods of travel.

[16] The Board decides to reject the Employer's proposal.

VACATION LEAVE

[17] The PIPSC proposed that clause 28.02 be amended by granting 27 days of vacation leave on the 27th anniversary of continuous employment and 30 days on the 28th anniversary of continuous employment pursuant to the terms of clause 28.02.

[18] The Employer replied that the conditions of employment of its employees are particularly generous with respect to vacation leave as they presently receive 20 days of leave at the start of their employment and 25 days when they achieve 15 years of continuous employment. Consequently, there is no need to amend the conditions of employment with respect to vacation leave as requested by the PIPSC.

[19] The Board decides that the employee shall be entitled to 30 days of vacation leave on the 28th anniversary of continuous employment pursuant to the terms and conditions of clause 28.02.

BILINGUALISM BONUS

[20] The PIPSC proposed that a bilingual bonus of \$1,200 be paid to the incumbent of a position when the Employer requires that individual to communicate in both official languages. The PIPSC based this demand on the fact that researchers with the Library of Parliament receive a bilingual bonus of \$800.

[21] The Employer replied that this demand for a bilingualism bonus should be rejected. The Employer argued that no employee of the Senate or the House of Commons receives a bilingualism bonus. Moreover, the bilingualism bonus has existed for over 30 years in the federal public service but it was not the legislator's intent that employees of the Senate and the House of Commons receive such a bonus. The fact is that the Senate is a bilingualism institution and there is no problem recruiting bilingual employees. All positions in the bargaining unit are bilingual and held by bilingual employees. Granting a bilingual bonus to employees in the Legislative Clerk Sub-group would disrupt the working conditions negotiated with the other bargaining units within the Senate and the House of Commons.

[22] The Board rejects the PIPSC's demand.

WAGES

[23] The PIPSC submitted the following demands with respect to wages:

- A : Effective October 1, 2001 - Restructuring - Increments of 4.50%, elimination of first two increments and the addition of one increment at the maximum.*
- B : The percentage difference between the increments in row A (for information).*
- C : Effective October 1, 2001 - Economic increase of 4.6% and a bonus of \$3,314 for employees at the maximum.*
- D : Effective October 1, 2002 - Restructuring - elimination of first step in salary range.*
- E : Effective October 1, 2002 - Economic increase of 4.6% and the elimination of the first increment.*
- F : Effective October 1, 2003 - Economic increase of 4.6%.*

From	46,269	48,776	51,282	53,791	56,299	58,806	61,312	63,822	66,330	68,937	
A			50,655	52,934	55,317	57,806	60,407	63,125	65,966	68,934	72,037
B			4.50%	4.50%	4.50%	4.50%	4.50%	4.50%	4.50%	4.50%	4.50%
C			52,985	55,369	57,861	60,465	63,186	66,029	69,000	72,105	75,350
D				55,369	57,861	60,465	63,186	66,029	69,000	72,105	75,350
E				57,916	60,523	63,246	66,092	69,066	72,174	75,422	78,816
F				60,581	63,307	66,156	69,133	72,244	75,494	78,892	82,442

[24] The Employer replied that, at the bargaining table, it offered an economic increase of 2.5% for each year of a three-year agreement. However, in its arguments at the hearing, it stated that it would not expect to pay its employees in this bargaining unit less than what it had offered other unionized groups of the Senate, such as the Senate Protective Service Employees Association (SPSEA) and the bargaining unit of the Public Service Alliance of Canada (PSAC), specifically, 3.2%, 2.8% and 2.5%, which is an acceptable standard in light of the agreements signed with the other Senate groups.

[25] The Board decides to grant the following pay increases and restructuring:

- (a) effective October 1, 2001, increase all pay rates by 3.2%;

- (b) effective October 1, 2002, an increment at the maximum for the LCK-1 and CMO-1 positions, the amount being equal to the current top increment increased by 2%. All employees who have been at the current top increment for one year or more shall move to the new maximum increment as of October 1, 2002;
- (c) effective October 1, 2002, increase all pay rates by 2.8%; and
- (d) effective October 1, 2003, an increase of 2.5%.

[26] This arbitral award is unanimous. As requested by the parties, the Board remains seized with respect to the application of this award for a period of 30 days in the event that the parties experience problems implementing it.

**Guy Giguère,
Deputy Chairperson**

OTTAWA, July 9, 2002.

PSSRB Translation