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*Parliamentary Employment and
Staff Relations Act*

Before the
Public Service Labour Relations Board

IN THE MATTER OF
THE *PARLIAMENTARY EMPLOYMENT AND STAFF RELATIONS ACT*
and a dispute affecting

the Canadian Association of Professional Employees, as bargaining agent,

and

the Library of Parliament, as employer,

in respect of the employees of the Library of Parliament in the Research and Library
Services Groups except the Library Science and Library Technician Sub-groups
bargaining unit

Indexed as
Canadian Association of Professional Employees v. Library of Parliament

ARBITRAL AWARD

Before: Renaud Paquet, William Krause and Jacques Sabourin,
deemed to form the Public Service Labour Relations Board

For the Bargaining Agent: Peter Engelmann, counsel

For the Employer: Carole Piette, counsel

Heard at Ottawa, Ontario,
November 15 and 16, 2012.
Written submissions received December 14, 2012 and January 11, 22, 23 and 28, 2013.

I. Application before the Board

[1] On June 28, 2011, the Canadian Association of Professional Employees (“the bargaining agent”) served notice to bargain on the Library of Parliament (“the employer”) on behalf of the Research Officer and Research Assistant Sub-group in the Research and Library Services Group bargaining unit under section 37 of the *Parliamentary Employment and Staff Relations Act (PESRA)*. That bargaining unit is composed of all employees of the employer in the Research and Library Services Groups except the Library Science and Library Technician Sub-groups.

[2] According to the employer, 93 employees in the bargaining unit have an overall average annual salary of \$82 414. Sixty-six percent of the employees are less than 40 years of age, and 65% have 5 years of service or less. Fifty-six percent of employees are women, and most positions in the bargaining unit require a master’s degree. According to the employer in its *2010-2011 Annual Report*, its research services provided research and analysis for 50 committees and 12 parliamentary associations and responded to requests from 69 senators and 228 Members of Parliament. In total, it created 4409 customized research documents. Based on the information provided by the employer, recruiting new employees does not seem to be a problem. However, with close to two-thirds of employees having five years of service or less, there has been a fairly high turnover of employees in recent years.

[3] The last collective agreement for the bargaining unit expired on June 15, 2011. The parties tabled their proposals on August 30, 2011. They met eight times for bargaining purposes.

[4] By letter dated April 4, 2012, pursuant to section 50 of the *PESRA*, the bargaining agent requested arbitration for the bargaining unit. The bargaining agent attached to that letter a list of the terms and conditions of employment that it wished to refer to arbitration. On April 17, 2012, the employer provided its position on the terms and conditions of employment that the bargaining agent wished to refer to arbitration. The employer also provided a list of additional terms and conditions of employment that it wished to have referred to arbitration. On April 27, 2012, the bargaining agent provided its comments on the additional terms and conditions of employment that the employer wished to refer to arbitration. On May 3, 2012, the employer provided its comments to the bargaining agent’s letter of April 27, 2012.

[5] The terms of reference the Board were forwarded by the Chairperson of the Public Service Labour Relations Board on May 22, 2012 to the Board members. They met on November 2, 2012 for preliminary discussions on the parties' respective submissions, which were received on October 30, 2012.

[6] In its application for arbitration, the bargaining agent informed the Board that, during bargaining, the parties agreed on several changes to the following provisions of the collective agreement:

Article 6	6.01	Recognition
Article 16	16.xx	Leave general (new)
Article 17	17.07	Vacation leave, carry-over provisions
Article 19	19.09	Leave without pay for the care and nurturing of children
Article 19	19.12	Compassionate care leave
Article 20	20.xx	Sick leave credits, medical and dental appointments (new)
Article 27	27.01	Statement of duties
Article 36	36.01	Use of taxis
Article 42	42.02	Harassment

[7] The Board was informed by the parties that they could not agree on the following provisions of the collective agreement. Those provisions remained at issue before the hearing and must be determined by the Board.

Article 17	17.02	Accumulation of vacation leave credits
Article 19	19.10	Leave without pay for care giving
Article 19	19.13	Leave with pay for family-related responsibilities
Article 19	19.xx	Personal leave with pay
Article 21	21.xx	Career development
Article 22	22	Severance pay
Article 23	23.02	Flexible hours
Article 24	24.xx	Payout of accumulated compensatory leave
Article 25	25.05	Acting pay
Article 25	25.15	Pay recovery
Article 29	29.04	Sunset clause on suspension and discipline
Article 37	37.01	Telework
Article 43	43.01	Duration
Appendix B		Letter of understanding on bargaining unit's certificate
Appendix A		Rates of pay

[8] The bargaining agent informed the Board at the hearing that it was withdrawing its bargaining proposal to amend clause 19.13 to broaden the scope of the leave without pay for family-related responsibilities provisions. It also informed the Board that it was withdrawing its proposal on clause 19.xx that one day of personal leave with pay be added to the existing leave provisions of the collective agreement.

II. The award

[9] Section 53 of the *PESRA* sets out as follows the factors that the Board must consider in rendering its award:

53. In the conduct of proceedings before it and in rendering an arbitral award in respect of a matter in dispute, the Board shall consider

(a) the needs of the employer affected for qualified employees,

(b) the need to maintain appropriate relationships in the conditions of employment as between different grade levels within an occupation and as between occupations of employees,

(c) the need to establish terms and conditions of employment that are fair and reasonable in relation to the qualifications required, the work performed, the responsibility assumed and the nature of the services rendered, and

(d) any other factor that to it appears to be relevant to the matter in dispute,

and, so far as consistent with the requirements of the employer, the Board shall give due regard to maintaining comparability of conditions of employment of employees with those that are applicable to persons in similar employment in the federal public administration.

[10] The Board considered those factors when weighing the proposals made by the parties.

[11] Under subsection 56(1) of the *PESRA*, as follows, I am the only signatory of this arbitral award as the Chairperson of the panel:

56. (1) An arbitral award shall be signed by the member of the Board who is not a member selected from a panel appointed under section 47 and copies thereof shall be transmitted to the parties to the dispute and no report or observations thereon shall be made or given by either of the members selected from a panel appointed under section 47.

[12] Subsections 56(2) and (3) of the *PESRA* govern the process by which the members of the Board decide the arbitral award as follows:

(2) Subject to subsection (3), a decision of the majority of the members of the Board in respect of the matters in dispute shall be the arbitral award in respect of the matters in dispute.

(3) Where the majority of the members of the Board in respect of the matters in dispute cannot agree on the terms of the arbitral award to be rendered in respect thereof, the decision of the member of the Board who is not a member selected from a panel appointed under section 47 shall be the arbitral award in respect of the matters in dispute.

[13] For a number of the issues in dispute, the Chairperson's decision constitutes the Board's arbitral award.

[14] In the following, revised or new language for the collective agreement is indicated in bold. For proposed revisions that remove existing language from the collective agreement without replacement, strike-through is used.

A. Article 22 - Severance pay

[15] The employer proposed the deletion of severance pay provisions for cases of voluntary resignation and retirement. Current employees who have accrued severance will not accrue severance any longer. The employer proposed to offer employees the immediate or delayed payment of their accumulated severance benefits. The employer also proposed enhancing severance pay in situations of a first layoff. Severance pay would continue to accumulate for reasons of death, layoff and termination for incapacity or incompetence. The proposed changes are in line with recent Treasury Board negotiated settlements or recent interest arbitration board decisions. Finally, the employer offered additional increases of 0.25% in year 1 and 0.5% in year 3 of a 3-year agreement in exchange for the elimination of severance pay in resignation and retirement cases. Its offer is in line with all the other negotiated settlements or arbitral awards in the federal public service. However, the employer did not provide any detailed information or data as to how the two proposed salary increases would compensate for the loss of severance pay on voluntary departure or retirement.

[16] The bargaining agent opposed the employer's proposal on severance pay. In the alternative, the bargaining agent proposed that the employer fully compensate for the partial elimination of severance benefits. The bargaining agent provided extensive data and analysis to support its position that the loss in severance benefits should be compensated by three consecutive annual salary increases of 0.75%.

[17] The Board agrees with the employer's proposal on severance pay. However, it questions the additional salary increases proposed to compensate for that substantial reduction in benefits. At the same time, the Board cannot ignore the consensus in recent settlements or awards to abolish severance pay and compensate it with a 0.75% wage increase. The Board's preoccupation was shared with the parties at the hearing. In reaction, the employer proposed to grant the same improvement that was agreed to with its other bargaining units for marriage leave. I will return to that point later in the award.

[18] The Board's award will be to increase salaries by 0.25% and 0.50% to compensate for the loss of severance pay. Effective February 1, 2013, article 22 on severance pay will be rewritten as follows:

Article 22 – Severance Pay

22.01 Under the following circumstances and subject to clause 22.02 ~~and 22.03~~, an employee shall receive severance benefits calculated on the basis of his/her weekly rate of pay:

Effective February 1, 2013, severance benefits no longer apply upon resignation or retirement; therefore, article 22.01 (b) and (c) are deleted from the collective agreement.

a) Lay-off

~~*(i) On lay-off, two (2) weeks' pay for the first complete year of continuous employment and one (1) week's pay for each additional complete year of continuous employment and, in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by 365;*~~

(i) On the first (1st) lay-off, for the first (1st) complete year of continuous employment, two (2) weeks' pay, or three (3) weeks' pay for employees with ten (10) or more and less than twenty (20) years of continuous employment, or four (4) weeks' pay for employees with twenty (20) or more years of continuous employment, plus one (1) week's pay for each additional complete year of continuous employment and, in the case of a partial year of continuous employment, one (1) week's pay multiplied by

the number of days of continuous employment divided by three hundred and sixty-five (365).

- (ii) *On the second or subsequent lay-off, one (1) week's pay for each complete year of continuous employment and, in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by 365, less any period in respect of which he/she was granted Severance Pay under 22.01 (a)(i) above.*

b) — Resignation

~~*On resignation, subject to clause 22.01 c) and with ten (10) or more years of continuous employment, one-half (½) week's pay for each complete year of continuous employment up to a maximum of twenty-six (26) years with a maximum benefit of thirteen (13) weeks' pay. Notwithstanding the above, for employees hired prior to January 1, 1986 the amount of severance pay shall be one (1) week's pay for each completed year of continuous employment with a maximum benefit of twenty-eight (28) weeks' pay.*~~

c) — Retirement

~~*On retirement, when an employee is entitled to an immediate annuity or to an immediate annual allowance under the Public Service Superannuation Act, one (1) week's pay for each complete year of continuous employment and, in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by 365, to a maximum benefit of thirty (30) weeks.*~~

d) Death

If an employee dies, there shall be paid to his/her estate, one (1) week's pay for each complete year of continuous employment, and, in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided 365, to a maximum of thirty (30) weeks' pay, regardless of any other benefit payable.

e) Rejection on Probation

On rejection on probation, when an employee has completed more than one (1) year of continuous employment and ceases to be employed by reason of

rejection during a probationary period, one (1) week's pay for each complete year of continuous employment with a maximum benefit of twenty-seven (27) weeks.

f) Termination for Incapacity or Incompetence

When an employee has completed more than one (1) year of continuous employment and ceases to be employed by reason of termination for incapacity or incompetence, one (1) week's pay for each complete year of continuous employment with a maximum benefit of twenty-eight (28) weeks.

g) Dismissal or Abandonment of Position

Severance pay shall not be payable to an employee who has been dismissed or who has abandoned his/her position.

22.02 (a) *For the purpose of this Article, all employment with the Library of Parliament whether continuous or discontinuous, shall count for the purpose of calculating severance pay.*

(b) For the purpose of this Article, continuous employment shall also include continuous employment and other employment with breaks in service of less than three (3) months in:

- (i) the office of a Member of Parliament;*
- (ii) the Senate;*
- (iii) the House of Commons;*

and

- (iv) the Departments and portions of the Public Service referred to or listed in Schedules I, IV and V of the Financial Administration Act.*

(c) Severance benefits payable to an employee under this Article shall be reduced by any period of continuous employment in respect of which the employee was already granted severance pay, retiring leave or a cash gratuity in lieu of retiring leave. Under no circumstances can the maximum severance pay under clause 22.01 be pyramided.

For greater certainty, payments made pursuant to 22.03 to 22.03.3 or similar provisions in other collective agreements shall be considered as a termination benefit for the administration of this clause.

~~22.03~~ (d) The weekly rate of pay referred to in the above clauses shall be the weekly rate of pay to which the employee is entitled for the employee classification in effect immediately prior to the termination of the employee employment.

22.03 Severance Termination

- (a) Subject to 22.02 above, indeterminate employees on February 1, 2013 shall be entitled to a severance payment equal to one (1) week's pay for each complete year of continuous employment and, in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by three hundred and sixty-five (365), to a maximum of thirty (30) weeks.
- (b) Subject to 22.02 above, term employees on February 1, 2013 shall be entitled to a severance payment equal to one (1) week's pay for each complete year of continuous employment, to a maximum of thirty (30) weeks.

Terms of payment

22.03.1 Options

The amount to which an employee is entitled shall be paid, at the employee's discretion, either:

- (a) As a single payment at the rate of pay of the employee's substantive position as of February 1, 2013, or
- (b) As a single payment at the time of the employee's termination of employment, based on the rate of pay of the employee's substantive position at the date of termination of employment, or
- (c) As a combination of (a) and (b), pursuant to 22.03.2 (c).

22.03.2 Selection of Option

- (a) The Employer will advise the employee of his or her years of continuous employment no later than May 1, 2013.

- (b) *The employee shall advise the Employer of the term of payment option selected no later than August 1, 2013.*
- (c) *The employee who opts for the option described in 22.03.1 (c) must specify the number of complete weeks to be paid out pursuant to 22.03.1 (a) and the remainder to be paid out pursuant to 22.03.1 (b).*
- (d) *An employee who does not make a selection under 22.03.2 (b) will be deemed to have chosen option 22.03.1 (b).*

22.03.3 Appointment from a Different Bargaining Unit

This clause applies in a situation where an employee is appointed into a position in the bargaining unit from a position outside the bargaining unit where, at the date of appointment, provisions similar to those in 22.01 (b) and (c) are still in force, unless the appointment is only on an acting basis.

- (a) *Subject to 22.02 above, on the date an indeterminate employee becomes subject to this Agreement after February 1, 2013, he or she shall be entitled to a severance payment equal to one (1) week's pay for each complete year of continuous employment and, in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by three hundred and sixty-five (365), to a maximum of thirty (30) weeks, based on the employee's rate of pay of his or her substantive position on the day preceding the appointment.*
- (b) *Subject to 22.02 above, on the date a term employee becomes subject to this Agreement after February 1, 2013, he or she shall be entitled to severance payment payable under 22.03.1 (b), equal to one (1) week's pay for each complete year of continuous employment, to a maximum of thirty (30) weeks, based on the employee's rate of pay of his or her substantive position on the day preceding the appointment.*
- (c) *An employee entitled to a severance payment under sub-paragraph (a) or (b) shall have the same choice of options outlined in 22.03.1, however the selection*

of which option must be made within three (3) months of being appointed to the bargaining unit.

- (d) An employee who does not make a selection under clause 22.03.3(c) will be deemed to have chosen option 22.03.1(b).*

B. Clause 17.02 - Accumulation of vacation leave credits

[19] The employer proposed to amend the wording of clause 17.02(d) and to add clause 17.02(e) to take into consideration the changes it suggested to the article on severance pay. The Board accepted the employer's proposal on severance pay. It also agrees to amend clause 17.02 as proposed by the employer. The award of the Board is to amend clause 17.02(d) and to add clause 17.02(e), which will read as follows:

*17.02(d) for the purposes of clause 17.02 only, any period of employment, continuous or otherwise, with the Library of Parliament or the employers listed in Schedules I, IV and V of the Financial Administration Act, will be used to calculate annual leave credits, unless the employee, upon leaving the Library of Parliament or the employers listed in Schedules I, IV and V of the Financial Administration Act, receives or has received severance pay. **However, this exception ~~does~~ shall not apply ~~however~~ to an employee who receives severance pay after being laid off or who is reappointed to a position with the Library of Parliament or the employers listed in Schedules I, IV and V of the Financial Administration Act in the year after being laid off. Severance payments taken under 22.03 to 22.03.3 do not reduce the calculation of service for persons who have not yet left the Library of Parliament or the employers listed in Schedules I, IV and V of the Financial Administration Act.***

17.02(e) Notwithstanding paragraph (d) above, an employee who was a member of the bargaining unit on the date of signing the relevant collective agreement shall retain, for the purposes of "service" and of establishing his or her vacation entitlement pursuant to this clause, those periods of former service that had previously qualified for counting as continuous employment, until such time as his or her employment in the Library of Parliament or the employers listed in Schedules I, IV and V of the Financial Administration Act is terminated.

C. Clause 19.10 - Leave without pay for care giving

[20] The bargaining agent proposed that leave without pay for care giving be extended to apply for the care of any relatives for whom an employee has care-giving responsibilities. The Board partly agrees with the bargaining agent's proposal.

[21] The award of the Board is to amend the first paragraph of clause 19.10 to read as follows:

Subject to operational requirements, an employee shall be granted leave without pay for the personal care of the employee's parents (including step-parents, foster parents, and parents-in-law) or spouse or any relative permanently residing in the employee's household or with whom the employee permanently resides in accordance with the following conditions:

D. Clause 21.xx - Career development

[22] The bargaining agent proposed a new clause on career development. The proposal is almost identical to the existing provisions in the collective agreement between the Professional Institute of the Public Service of Canada and the Senate of Canada for legislative clerks (expiry date: September 30, 2011). The employer recognized the importance of career development but submitted that the proposed language should not be included in the collective agreement. Considering the importance of career development, especially for this bargaining unit, which is mostly composed of relatively young employees with only a few years of service, the Board agrees with most of the bargaining agent's proposal.

[23] The award of the Board is that clause 21.09 on career development will be added to article 21 of the collective agreement. Clause 21.09 will read as follows:

21.09 Career Development

The parties recognize that it is essential that employees possess the appropriate skills and knowledge to improve the capacity of the Library of Parliament to adapt to change as well as to enhance their own career advancement and employment security. The parties agree that employees, from time to time, need opportunities to attend or participate in career development

activities described in this Article and will cooperate to promote such opportunities based on the following principles:

- (a) Career development is a shared responsibility of management and employees, requiring joint planning and investment.*
- (b) Individual employees are responsible for identifying their career development needs in consultation with management and for planning, investing in, and implementing a career development program as agreed with management.*
- (c) Management is responsible for actively promoting and guiding career development and, to this end, shall make every effort to provide appropriate resources and opportunities.*
- (d) The performance evaluation process shall be used to ensure effective planning and monitoring of career development opportunities. The employee and the supervisor shall discuss the appropriate career development activities necessary to achieve immediate and longer-term objectives.*
- (e) Consultation on career development will occur at the Joint Consultation Committee (Article 33) or through such other means as may be agreed to by the parties.*
- (f) Career development opportunities shall be offered to employees in a fair and transparent manner.*

E. Clause 23.02 - Flexible hours

[24] Members of the bargaining unit work, including paid time off, a total of 1820 hours annually. During the course of a year, they work short workweeks and long workweeks. Short workweeks are not scheduled when either House is sitting. According to the collective agreement, the employer establishes the flexible schedule but must respect the principle of no less than 13 short workweeks per year and the other provisions listed in clause 23.02 of the collective agreement.

[25] The employer's proposals involve removing some restrictions with respect to the length of the short workweek and the number of short workweeks per year. The bargaining agent's proposals would do the exact opposite by giving employees the choice of shortening the short workweek and lengthening the long workweek.

[26] The Board believes that trade-offs could be made by the parties to amend clause 23.02 in a way that would better satisfy the employer's operational needs and the employees' quality of life. The Board is not disposed to impose such trade-offs or to satisfy one party's interest to the detriment of the other on this issue.

[27] The award of the Board is that the existing clause 19.10 will remain unchanged.

F. Clause 24.xx - Payout of accumulated compensatory leave

[28] The employer proposed to add a new clause under the overtime provisions of the collective agreement. According to that new proposed clause, the employer could, at any time, pay an employee's accumulated but unused compensatory leave.

[29] The award of the Board is that the proposed new clause not be added and that the existing article 24 on overtime remain unchanged.

G. Clause 25.05 - Acting pay

[30] According to clause 25.05 of the collective agreement, when an employee is required by the employer to perform the duties of a higher classification on an acting basis, the employee will be paid acting pay if he or she works at least three consecutive days in the acting position. However, if the acting position is outside the bargaining unit, the minimum requirement increases from 3 days to 20 days. Both parties proposed to remove the distinction between positions inside or outside the bargaining unit. The employer proposed that acting pay should be paid after 10 days, and the bargaining agent proposed that it be paid after 3 days. It should be noted that acting pay is paid after three days for all other unionized employees of the employer.

[31] The award of the Board is that clause 25.05 will be amended to read as follows:

25.05 Acting pay:

~~(i) When an employee is required by the Employer to substantially perform the duties of a higher position within the bargaining unit on an acting basis for a period of at least three (3) consecutive working days in a month, he/she shall be paid acting pay calculated from the date on which he/she commenced to act as if he/she had been promoted to that higher position for the period in~~

which he/she acts, such pay to be determined in accordance with clause 25.11.

*(ii) ~~When an employee is required by the Employer to substantially perform the duties of a higher position outside the bargaining unit on an acting basis for a period of at least **ten (10)** consecutive working days in a month, he/she shall be paid acting pay calculated from the date on which he/she commenced to act as if he/she had been promoted to that higher position for the period in which he/she acts, such pay to be determined in accordance with clause 25.11~~*

H. Clause 25.15 - Pay recovery

[32] The employer proposed the addition of a new clause under the pay administration provisions of the collective agreement to include in the collective agreement a pay recovery process in case of an overpayment. That language would clarify and reaffirm the employer's right to recover overpayments, which exists under common law.

[33] The award of the Board is that the proposed new clause on pay recovery not be added to article 25 of the collective agreement.

I. Clause 29.04 - Sunset clause on suspension and discipline

[34] According to clause 29.04, any document or written statement related to disciplinary action, which may have been placed on the personal file of an employee, shall be destroyed after two years have elapsed since the disciplinary action was taken, provided that no further disciplinary action has been recorded during that period. The employer proposed that the period be extended by the length of any period of leave without pay of more than three months. Such an extension does not exist in any of the three collective agreements with the employer.

[35] The award of the Board is that the existing clause 29.04 will remain unchanged.

J. Clause 37.01 - Telework

[36] According to clause 37.01, at the request of an employee and at the discretion of the employer, an employee may be allowed to work from home on an occasional basis. The bargaining agent proposed that, in the case of a refusal, the employer would

have to provide its reasons in writing when requested by an employee. At the hearing, a discussion took place about the possibility of the employer developing a telework policy.

[37] The award of the Board is that the existing clause 37.01 will remain unchanged. Clause 37.02 will be added. Article 37 will read as follows:

37.01 At the request of an employee and at the discretion of the Employer, an employee may be allowed to work at home on an occasional basis.

37.02 The employer, in consultation with the Association, will develop a policy on telework within 180 days of this Arbitral Award.

K. Clause 43.01 - Duration

[38] The employer proposed a three-year collective agreement expiring June 15, 2014. The bargaining agent proposed a two-year collective agreement but was amenable to a three-year collective agreement if the Board fully accepted its pay proposal. Considering subsections 58(1) and (2) of the *PESRA* and the fact that the collective agreement expired 19 months ago, the Board believes that a three-year collective agreement would be appropriate. The new collective agreement will expire 17 months from the date of this award.

[39] The award of the Board is that clause 43.01 will read as follows:

*****43.01 This Collective Agreement shall expire on June 15, ~~2011~~ 2014.***

L. Appendix B - Letter of understanding on bargaining unit's certificate

[40] The employer proposed that Appendix B be deleted. The bargaining agent agreed with the employer's proposal.

[41] The award of the Board is that Appendix B will be deleted.

M. Clause 19.14 - Marriage leave with pay

[42] The collective agreement provides for 35 hours of leave with pay for the purpose of marriage. In the debate on severance pay, the employer informed the Board that it replaced the marriage leave provisions of the collective agreement with its other

bargaining units by a one-time 35 hours of paid vacation leave for all employees, married or not, whether or not they already received marriage leave in the past. That change would benefit all employees except for those who would have married more than once while employed by the employer.

[43] The award of the Board is to delete the actual wording of clause 19.14 and to replace it with the addition to article 17 (Vacation Leave) of clause 17.12, as follows:

~~19.14 Marriage Leave With Pay~~

- ~~a) After the completion of one (1) year's continuous employment at the Library of Parliament and providing an employee gives the Employer at least five (5) days' notice, he/she shall be granted thirty five (35) hours' leave with pay for the purpose of getting married.~~
- ~~b) For an employee with less than two (2) years of continuous employment, in the event of termination of employment for reasons other than death or lay-off within six (6) months after the granting of marriage leave, an amount equal to the amount paid the employee during the period of leave will be recovered by the Employer from any monies owed the employee.~~

17.12 One-time vacation leave credit

- a) Employees with less than two (2) years of continuous service and all new employees shall be credited a one-time entitlement of thirty-five (35) hours of vacation leave with pay upon reaching two years of continuous Library of Parliament service.**
- b) Transitional Provisions**
Employees with more than two years of continuous Library of Parliament service shall be credited a one-time entitlement of thirty-five (35) hours of vacation leave with pay.
- c) The vacation leave credits provided in clauses 17.12 a) and b) above shall be excluded from the carry-over of vacation leave provisions stipulated in paragraph 17.07.**

N. Appendix A - Rates of pay

[44] The employer proposed general economic increases of 1.75% on June 16, 2011, 1.5% on June 16, 2012 and 2.0% on June 16, 2013. The employer's proposal is based on an annual economic increase of 1.5%. Over that basic offer, the employer added 0.25% the first year and 0.5% the third year to compensate for the changes to the severance pay benefits. It provided no explication as to how it arrived to those figures. It argued that its overall proposal is in line with settlements or arbitral award in the public service or under the *PESRA*.

[45] The bargaining agent proposed to restructure the wage grid by adding a step to the analyst level 3 pay grid, effective June 16, 2011. The analysts account for the largest group in the bargaining unit. According to the employer's data, the vast majority of those analysts have already reached that maximum level. The bargaining agent also proposed general economic annual increases applicable on June 16 in 2011, 2012 and 2013. Over that basic demand, the bargaining agent added 0.75% each year to compensate for the changes to the severance pay benefits. It based its position on severance pay on the fairly detailed calculations presented in evidence. Those calculations were not challenged by the employer.

[46] Both parties submitted economic data to support their positions on salary increases. The employer focused on public finances and government budgetary and fiscal restraint and reductions. The bargaining agent focused on the evolution of the Consumer Price Index, the loss of purchasing power by those employees and the evolution over time of their salaries compared to other groups. Both parties also considered the most recent settlements or arbitral awards.

[47] During the hearing, the union also submitted a rather comprehensive expert report on the salaries of the bargaining unit members as well as on internal and external equity issues pertaining to these salaries. According to this review, a salary adjustment is required. Further to a request to this effect, the Board agreed to have the employer submit its own expert report on the matter. Generally speaking, the employer's expert report contradicts that of the union in that no salary adjustment would be required.

[48] The Board does not find that there are demonstrated recruitment issues for the employer, even if the departure rate (retention) has been fairly high in recent years, in

part due to retirements. No evidence was presented to support that there could be a link between the departure rate and wage which would be too low. The Board believes that the basic economic increase should be consistent with that negotiated or awarded to other bargaining units in the federal public administration, namely 1.5% for each year of the collective agreement.

[49] As was noted earlier in this award, the Board accepted the employer's proposal on severance pay. The Board also believes that some compensation should be awarded for the changes to severance pay. In that respect, the employer offered 0.25% for year 1 and 0.50% for year 3 of the collective agreement. Even if those amounts appear fairly low when compared to the loss of severance pay, the Board will award them in consideration of comparable recent settlement and awards. However, the Board believes that the 0.50% should apply to the second year of the award. This is justified by the fact that the evidence presented by the bargaining agent shows that the loss of severance pay is worth more than 0.75%

[50] The Board awards total economic increases of 1.75% effective June 16, 2011, 2.0% effective June 16, 2012, and 1.5% effective June 16, 2013.

III. General

[51] The Board will remain seized of this matter for a period of sixty (60) days in the event that the parties encounter any difficulties implementing this arbitral award.

February 1, 2013.

**Renaud Paquet,
for the Public Service
Labour Relations Board**