

**Date:** 20130605

**File:** 485-HC-49

**Citation:** 2013 PSLRB 66



*Parliamentary Employment  
and Staff Relations Act*

Before the Public Service  
Labour Relations Board

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IN THE MATTER OF  
THE *PARLIAMENTARY EMPLOYMENT AND STAFF RELATIONS ACT*  
and a dispute affecting  
the Public Service Alliance of Canada, as bargaining agent,  
and the House of Commons, as employer,  
in respect of the Reporting Sub-Group and Text Processing Sub-Group in the  
Parliamentary Programs Group  
bargaining unit

Indexed as  
*Public Service Alliance of Canada v. House of Commons*

**ARBITRAL AWARD**

***Before:*** Stephan J. Bertrand, Joe Herbert and Jacques Sabourin, deemed to form the  
Public Service Labour Relations Board

***For the Bargaining Agent:*** Morgan Gay and David Alexandre Leblanc  
Public Service Alliance of Canada

***For the Employer:*** Carole Piette, counsel

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Heard at Ottawa, Ontario  
February 14, 2013

**I. Application before the Board**

[1] On June 20, 2011, the Public Service Alliance of Canada (“the bargaining agent”) served notice to bargain on the House of Commons (“the employer”) on behalf of the Reporting Sub-Group and Text Processing Sub-Group in the Parliamentary Programs Group bargaining unit (“the bargaining unit”) under section 37 of the *Parliamentary Employment and Staff Relations Act (PESRA)*. The last collective agreement for the bargaining unit expired on June 30, 2011.

[2] The bargaining unit is composed of approximately 62 to 65 employees, 45 percent of whom are seasonal certified indeterminate (SCI) employees. An SCI’s annual work schedule is closely dependent on the annual sessions of the House of Commons. There are six job titles in the bargaining unit: editor, transeditor, senior editor, proofreader, publishing and quality assurance coordinator, and publishing and quality assurance officer.

[3] Negotiation sessions between the parties took place on November 9 and December 20, 2011 and on February 25 and April 10, 2012. During the negotiation sessions, a total of 7 issues were agreed to by the parties, and approximately 33 remained outstanding. By letter dated June 26, 2012, pursuant to section 50 of the *PESRA*, the bargaining agent requested arbitration for the bargaining unit. The bargaining agent’s letter also included a list of the terms and conditions of employment it wished to have referred to arbitration.

[4] On July 6, 2012, the employer provided its position on the terms and conditions of employment that the bargaining agent wished to refer to arbitration, pursuant to section 51 of the *PESRA*. The employer also provided a list of additional terms and conditions of employment it wished to refer to arbitration.

[5] By letter of August 15, 2012, the bargaining agent provided its position on the additional terms and conditions of employment that the employer wished to refer to arbitration. At that time, the bargaining agent withdrew one of its proposals.

[6] The terms of reference for the arbitration board deemed to form the Public Service Labour Relations Board (“the Board”) were forwarded to the Board members on September 6, 2012 by a panel of the Public Service Labour Relations Board.

[7] Shortly before and at the outset of the hearing, the bargaining agent informed the Board that the proposals concerning the following collective agreement provisions were withdrawn:

Clause 7.04:	Time off with pay for Local President (NEW)
Article 9:	Technological Change
Clause 18.02:	Accumulation of Vacation Leave Credits
Clause 35.02:	Lay-off order (NEW)
Appendix C:	Vacation Leave with Pay
Appendix F:	Section 15 - Assigned Work Week (NEW)

[8] At the hearing, the Board was informed that only the following bargaining agent proposals remained in dispute:

Clause 7.02:	Employee representatives - jurisdiction
Clause 19.01(b):	Designated paid holidays - Family day (NEW)
Clause 20.11:	Leave with Pay for Family-Related Responsibilities
Clause 20.15:	Marriage Leave with Pay
Clause 21.09:	Sick leave With Pay - Medical Certificates (NEW)
Article 24:	Hours of Work and Overtime (4 issues)
Clause 31.06:	Integrity of Records (NEW)
Article 38:	Duration
Article 40:	Part-Time and Seasonal Certified Indeterminate (SCI) Employees
Article 41:	Seniority
New article:	Parking
New article:	Bilingual bonus
New article:	Social Justice Fund
Appendix A:	Rates of Pay
Appendix F:	Memorandum of Agreement - Seasonal Certified Indeterminate (SCI) Employees (4 items)

[9] As for the employer's proposals, the Board was informed that only the following remained in dispute:

Clause 19.05:	Rate of Pay for Designated Paid Holiday
Article 23:	Severance Pay
Clause 31.05:	Sunset Clause
Article 38:	Duration
Article 39:	Pay Notes
Appendix A:	Rates of Pay
Appendix F:	Memorandum of Agreement - SCI Employees (1 item)

## **II. The award**

[10] The bargaining agent and the employer both submitted that section 53 of the *PESRA* sets out the considerations to be applied by an arbitration board. That section reads as follows:

*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.*

[11] The Board considered the relevant provisions of the *PESRA* when it rendered this award.

### **A. Clause 7.02: Employee representatives**

[12] The bargaining agent proposed to remove the reference to consultation with the employer in clause 7.02 with respect to the determination of the bargaining agent's representative, giving it the sole responsibility of determining the jurisdiction of employee representatives. The employer opposed the proposal. The Board has determined that the bargaining agent's proposal will not be included in the arbitral award, and the existing clause will remain unchanged.

**B. Clause 19.01(b): Designated paid holidays**

[13] The bargaining agent proposed to amend clause 19.01(b) by adding an additional designated paid holiday on the third Monday in February, namely, Family Day, which was recognized as a statutory holiday in Ontario in 2008. The employer opposed the proposal. The Board has determined that the bargaining agent's proposal will not be included in the arbitral award.

**C. Clause 19.05: Rate of Pay for Designated Paid Holiday**

[14] This clause stipulates that, among other things, an employee working on a holiday is paid double time when the holiday is contiguous to a day of rest. The employer proposed that the clause be amended to require that the day of rest be the employee's second day of rest. The bargaining agent opposed this proposal. The Board has determined that the current clause shall remain unchanged.

**D. Clause 20.11: Leave with Pay for Family-Related Responsibilities**

[15] The bargaining agent proposed to increase the total leave with pay that may be granted for family-related responsibilities under clause 20.11 from the current five days to eight days. The employer opposed the proposal. The Board has determined that the current clause shall remain unchanged.

**E. Clause 20.15: Marriage Leave with Pay**

[16] The bargaining agent proposed that clause 20.15, which deals with leave with pay for marriage, be replaced by a one-time entitlement of 35 hours of vacation leave with pay. The employer opposed the proposal. The Board has acknowledged that the core public service and other employers such as the Senate, for one of its groups, have already replaced the marriage leave provision by a one-time 35-hour vacation leave entitlement. Moreover, the bargaining agent's proposal to replace the marriage leave with a one-time entitlement of 35 hours of vacation leave was included in three recent arbitral awards, namely, the February 1, 2013 award involving the Library of Parliament as the employer and its research officers and research assistants sub-group employees (2013 PSLRB 10), the April 5, 2013 award involving the House of Commons as the employer and its scanners (2013 PSLRB 36), and the April 15, 2013 award involving the House of Commons as the employer and its operational group (2013 PSLRB 41). The Board has decided that the marriage leave currently provided in

clause 20.15 will be replaced by into a one-time entitlement of 35 hours of vacation leave. Consequently, the Board has determined that the current wording of clause 20.15 will be deleted (shown with strike through) and that a new provision, clause 18.14, will be added to article 18 (Vacation Leave) as follows:

~~20.15 Marriage Leave with Pay~~

~~(a) — After the completion of one (1) year's continuous employment at the House of Commons, and providing an employee gives the Employer at least five (5) working days' notice, the employee shall be granted five (5) consecutive working days' 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.~~

18.14 One-time Vacation Leave Credit

(a) Employees with less than two (2) years of continuous employment 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 House of Commons employment.

(b) Transitional Provisions

Employees with more than two years of continuous House of Commons employment 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 18.14 (a) and (b) above shall be excluded from the carry-over of vacation leave provisions stipulated in clause 18.08.

**F. Clause 21.09: Sick Leave with Pay - Medical Certificates (NEW)**

[17] The bargaining agent proposed to introduce a clause providing that an employee may be asked to produce a medical certificate only after more than three consecutive days of absence. The employer opposed this proposal. The Board has determined that the proposal will not be included in the arbitral award.

**G. Article 23: Severance Pay**

[18] The employer proposed to amend article 23, which deals with severance pay, by enhancing severance pay in the case of a first layoff and to offer pro-rated severance pay for partial years of continuous employment for indeterminate employees. The employer also proposed that severance pay for retirements or resignations cease to accumulate as of the date following the arbitral award. Under that proposal, employees would then have the option of preserving their current severance entitlements, cashing them out in part or in total, or retaining them until their last day of employment with the employer. In exchange for the elimination of severance pay for retirement and resignation, the employer offered additional increases of 0.25% in year 1 and 0.5% in year 3 of a 3-year agreement. The employer's offer is part of a broad trend in other negotiated settlements and recent arbitral awards in the federal public service. The bargaining agent opposed the employer's proposal. The Board has decided that the employer's proposal will be included in the arbitral award and that article 23 will be amended as follows:

*ARTICLE 23: SEVERANCE PAY*

*Effective [day following the arbitral award] Article 23.01 (b) & (d) are deleted from the collective agreement.*

*23.01 Under the following circumstances and subject to clauses 23.02, an employee shall receive severance benefits calculated on the basis of their weekly rate of pay:*

*Lay-off*

~~*(a) 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.*~~

*(i) On the first (1<sup>st</sup>) lay-off, for the first (1<sup>st</sup>) 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 (2<sup>nd</sup>) 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 three hundred and sixty-five (365), less any period in respect of which the employee was granted severance pay under paragraph (a)(i).

~~(b) — Resignation~~

~~On resignation, subject to clause 23.01(d) and with ten (10) or more years of continuous employment, one (1) week's pay for each complete year of continuous employment with a maximum of twenty-eight (28) weeks' pay.~~

(c) 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' pay.

~~(d) — Retirement~~

~~On retirement, when an employee is entitled to an immediate annuity under the Public Service Superannuation Act or when the employee is entitled to an immediate annual allowance, under the Public Service Superannuation Act, one (1) week's pay for each complete year of continuous employment with a maximum benefit of thirty (30) weeks' pay.~~

(e) Death

In the event of an employee's death, there shall be paid to the employee's estate, one (1) week's pay for each complete year of continuous employment to a maximum of thirty (30) weeks' pay, regardless of any other benefit payable.

(f) Termination for Incapacity

The Employer agrees that an employee terminated from employment for incapacity shall, on termination of their employment, be entitled to severance pay on the basis of one (1) week's pay for each complete year of continuous employment with a maximum benefit of twenty-eight (28) weeks' pay.

23.02 (a) For the purpose of this Article, all continuous employment shall count for the purpose of calculating severance pay.



(b) The amount of severance pay shall be reduced by any period in respect of which the employee was already granted severance pay, retirement leave, or a cash gratuity in lieu thereof.

23.03 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 classification prescribed in the employee's certificate of appointment on the date of the termination of the employee's employment.

For greater certainty, payments made pursuant to 23.04 to 23.08 or similar provisions in other collective agreements shall be considered as a termination benefit for the administration of this clause.

23.04 An employee who resigns to accept an appointment with an organization listed in Schedule V of the Financial Administration Act shall be paid all severance payments resulting from the application of 23.01 (b) or 23.04 to 23.08.

#### 23.05 Severance Termination

(a) Subject to 23.01(b) above, indeterminate employees on [the day following the arbitral award] 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 23.01 (b) above, term employees on [the day following the arbitral award] 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

##### 23.06 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 [the day following the arbitral award], 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 23.07 (c).*

#### *23.07 Selection of Option*

*(a) The Employer will advise the employee of his or her years of continuous employment no later than four (4) months following the date of the arbitral award.*

*(b) The employee shall advise the Employer of the term of payment option selected within six (6) months from the date of the arbitral award.*

*(c) The employee who opts for the option described in 23.06 (c) must specify the number of complete weeks to be paid out pursuant to 23.06 (a) and the remainder to be paid out pursuant to 23.06 (b).*

*(d) An employee who does not make a selection under 23.07 (b) will be deemed to have chosen option 23.06 (b).*

#### *23.08 Appointment from a Different Bargaining Unit*

*This clause applies in a situation where an employee is appointed into a position in the Reporting and Text Processing Sub-Groups bargaining unit from a position outside the Reporting and Text Processing Sub-Groups bargaining unit where, at the date of appointment, provisions similar to those in 23.01 (b) and (d) are still in force, unless the appointment is only on an acting basis.*

*(a) Subject to 23.02 above, on the date an indeterminate employee becomes subject to this agreement after [the date of the arbitral award], 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 substantive position on the day preceding the appointment.*

*(b) Subject to 23.02 above, on the date a term employee becomes subject to this agreement after [the date of the arbitral award], he or she shall be entitled to a severance payment payable under 23.06 (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 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 23.06, however the selection of option must be made within three (3) months of being appointed to the bargaining unit.*

#### **H. Article 24: Hours of Work and Overtime**

[19] The bargaining agent proposed removing the adjective “normal” and the words “Subject to clause 24.17” from the definition of days of rest in clause 24.02(d), hence requiring the employer to always provide Saturdays and Sundays off without restriction. The employer opposed the proposal. The Board has decided that the proposal will not be included in the arbitral award, and the existing clause will remain unchanged.

[20] The bargaining agent also proposed the following changes to clause 24.09, which deals with the assignment of overtime:

- (i) the removal of the qualifier “operational requirements” when making efforts to avoid excessive overtime;
- (ii) the deletion of language that requires the employer to allocate overtime on an equitable basis;
- (iii) the offering of overtime on a voluntary basis first;
- (iv) the requirement by the employer to assign overtime based on seniority when there are too many volunteers to work the overtime;
- (v) the requirement by the employer to assign overtime in reverse order of seniority when there is no volunteer to work the overtime; and
- (vi) the removal of the employer’s protection from additional cost from the application of this clause.

The employer opposed those proposals. The Board has decided that items (iv) and (v) of the bargaining agent’s proposal will be included in the arbitral award and that clause 24.09 will be amended as follows:

*Assignment of Overtime Work*

*24.09(a) Subject to the operational requirements of the House of Commons, the Employer shall make every reasonable effort to avoid excessive overtime and to allocate overtime work on an equitable basis among readily available qualified employees within the work section and to provide as much advance notice as possible.*

*(b) Whenever possible and where it does not hamper service delivery, overtime will initially be offered to employees on a voluntary basis. In the event that there are excessive volunteers, seniority shall be the determining factor for allocating the overtime. In the absence of sufficient volunteers, the Employer will assign the overtime in reverse order of seniority.*

*(c) The application of this clause shall not result in a negative impact on operations or incur additional costs to the employer.*

[21] The bargaining agent also proposed that clause 24.13 be amended by increasing from \$11.50 to \$13.00 the allowance for a first overtime meal and any subsequent overtime meal. The employer opposed this proposal. The Board has decided that the clause will remain unchanged.

[22] Finally, the bargaining agent proposed that the existing clause 24.17, regarding workload scheduling, which provides that hours of work are scheduled to meet low, regular and peak workloads, be deleted in its entirety. The employer opposed this proposal. The Board has decided that the clause will remain unchanged.

**I. Clause 31.05: Sunset Clause**

[23] The existing provision provides that disciplinary documents on an employee's file are destroyed after two years, as long as no further disciplinary action is recorded during that time. The employer proposed to amend clause 31.05 by extending the two-year period by the length of any period of leave without pay greater than three months. The bargaining agent opposed the proposal. The Board has determined that the proposal will not be included in the arbitral award and that the existing clause 31.05 shall remain unchanged.

**J. Clause 31.06: Integrity of Records (NEW)**

[24] The bargaining agent proposed to add a new provision to provide that any party to the agreement has the right to refuse to comply with any direction, proposal or counsel to falsify a record or to make a false record. The employer opposed the proposal. The Board has determined that the proposal will not be included in the arbitral award.

**K. Article 38: Duration**

[25] The bargaining agent proposed that the new collective agreement expire on June 30, 2014. The employer proposed that, unless expressly stipulated, the provisions of the arbitral award should become effective on the date of the award and that they should remain in force until June 30, 2014. The Board has determined that clause 38.01 will be amended as follows:

*38.01 Unless otherwise expressly stipulated, the provisions of this agreement shall become effective on the date of the arbitral award and shall remain in force until June 30, 2014.*

**L. Article 39: Pay Notes**

[26] The employer proposed to remove the equivalencies between positions and pay levels from clause 39.02. The bargaining agent opposed the removal of the titles and classifications and instead proposed the addition of the following sentence: "The position titles and classifications listed below are for information purposes only." The employer indicated that it would be prepared to resolve the issue by agreeing to the bargaining agent's proposed addition. The Board has determined that clause 39.02 shall be amended as follows:

*39.02 Employees who are not on "Salary Protection Status", refer to Appendix "A-1." The position titles and classifications listed below are for information purposes only.*

<i>Senior Editor</i>	<i>Level C</i>
<i>Editor</i>	<i>Level D</i>
<i>Transeditor</i>	<i>Level F</i>
<i>Proofreader</i>	<i>Level E</i>
<i>Publishing and Quality Assurance Coordinator</i>	<i>Level E</i>
<i>Publishing and Quality Assurance Officer</i>	<i>Level G</i>

**M. Article 40: Part-Time and SCI Employees**

[27] The bargaining agent proposed introducing a new clause setting out that certain leave entitlements included in article 20 not be pro-rated for part-time employees, specifically bereavement leave with pay (clause 20.02), leave with pay for family-related responsibilities (clause 20.11), court leave (clause 20.12), injury-on-duty leave (clause 20.13), personnel selection leave (clause 20.14), marriage leave with pay (clause 20.15), leave with or without pay for other reasons (clause 20.16), and volunteer leave (clause 20.22). The employer opposed this proposal. The Board has determined that clause 40.01 will be amended by adding the following:

*(k) Notwithstanding clause (h) of this Article, there shall be no prorating of a "day" in Article 20.02, Bereavement Leave with Pay.*

[28] The remaining elements of clause 40.01 shall remain unchanged.

**N. Article 41: Seniority**

[29] Seniority is currently defined in clause 41.01 as the length of an employee's continuous service with the employer. The bargaining agent proposed that the article be amended so that seniority be deemed to commence on the employee's date of hire with the employer and that seniority be calculated on a continuous basis, irrespective of any break in service. According to the bargaining agent, clarification is required with respect to this issue, particularly for seasonal part-time employees. The bargaining agent stated that the employer has taken the date upon which an individual becomes an employee under the *PESRA* as the seniority date, rather than the first date of hire, resulting in employees with different dates of hire having the same seniority date.

[30] The employer opposed the bargaining agent's proposal, especially with respect to eliminating breaks in periods of employment for the purposes of calculating seniority.

[31] The Board has noted that clause 2.01(d) of the current collective agreement defines "continuous employment" as the continuous service of an employee with the employer from their latest date of hire with allowable breaks in service and that article 18 (Vacation Leave with Pay) states that seniority with the employer for granting of vacation leave is deemed to have commenced on the date of hiring.

[32] The Board has determined that the bargaining agent's proposal will not be included in the arbitral award and that clauses 41.01, 41.02, 41.03 and 41.05 shall remain unchanged. However, it has also determined that, for clarification, clause 41.04 shall be amended as follows:

*41.04 When two (2) or more employees have the same seniority, the employee whose original date of hire is earliest shall be first on the seniority list. When two (2) or more of these employees have the same original date of hire, the employee whose surname is first alphabetically will be shown as such on the seniority list.*

**O. New article: Parking**

[33] The bargaining agent proposed that employees who apply for a parking pass within the parliamentary precinct be issued one free of charge, on a first come, first served basis, and that they be paid a premium equivalent to the taxes to be paid for this employment benefit. The employer opposed the proposal. The Board has decided that the proposal will not be included in the arbitral award.

**P. New article: Bilingual bonus**

[34] The bargaining agent proposed an annual bonus of \$800 for all employees who occupy a position that has been designated as bilingual and that translation by employees not occupying a position identified as bilingual be done on a voluntary basis. The employer opposed those proposals.

[35] The Board has noted that none of the employer's bargaining units, nor any of the groups in the Senate of Canada, has been granted a bilingual bonus. A previous arbitral award denied the bargaining agent's proposal: *Public Service Alliance of Canada v. House of Commons (Operations Group)*, PSSRB File No. 485-H-10 (19900828). The Board has determined that the proposal will not be included in the arbitral award.

**Q. New article: Social Justice Fund**

[36] The bargaining agent proposed that the employer contribute to the bargaining agent's Social Justice Fund. The employer opposed the proposal. The Board has determined that the proposal will not be included in the arbitral award.

**R. Appendix A: Rates of Pay****1. Wage grid adjustments**

[37] The bargaining agent proposed to reduce the current wage grid, which consists of a seven-step grid, to a four-step grid. Under its proposal, the current minimum and maximum rates of pay at each of the 10 classification levels would be maintained but would be spread over only four increments, rather than the current seven. The bargaining agent's main argument for the reduction from seven to four increments is that six years is simply too long to reach the maximum rate of pay. The employer opposed the proposal.

[38] The Board has noted that, in 2004, a single job-evaluation plan and a universal pay scale were put in place, which included the existing seven increments. At the hearing, the bargaining agent failed to present any substantial changes to the duties and responsibilities of the Reporting Sub-Group and Text Processing Sub-Group that would justify the requested reduction in the increments; nor were any resulting recruitment or retention concerns raised by the bargaining agent. The Board is also mindful of the internal relativity with other groups and of the larger impact that a decision to amend the wage grids without sufficient evidence may have on other bargaining units. The Board has determined that the bargaining agent's proposal will not be included in the arbitral award, and the number of increments in the current wage grid will remain unchanged.

**2. Economic increase**

[39] The bargaining agent proposed a general economic increase of 3% in each year of the collective agreement. Its proposal was based mainly on the Consumer Price Index, labour market trends, and wage settlements in the federal public sector and the private sector under federal jurisdiction.

[40] The employer proposed a general economic increase of 1.5% in each year of the collective agreement. However, the employer expressed a willingness to offer 1.75% on April 1, 2011, 1.5% on April 1, 2012, and 2% on April 1, 2013 if its severance pay proposal were included in the arbitral award. It would amount to a 0.25% increase on April 1, 2011 and a 0.50% increase on April 1, 2013 as additional compensation for the severance pay amendments. The employer submitted that that would be similar to the



economic increases agreed to in other settlements and recent arbitration awards. The employer maintained that no recruitment or retention problems exist within the bargaining unit and that no internal relativity issues justify any other increases.

[41] As indicated earlier, the Board accepted the employer's proposal on severance pay and amended article 23 accordingly. The Board is of the view that the economic increases should be commensurate with that of other bargaining units in the federal public administration and that they should reflect the recent pattern established in the federal public service by agreement or arbitral award. Hence, the Board awards total economic increases of 1.75% effective April 1, 2011, 1.5 % effective April 1, 2012, and 2% effective April 1, 2013, inclusive of the additional compensation for the severance pay amendments.

### **S. Appendix F: Memorandum of Agreement - SCI Employees**

[42] Both parties proposed changes to the language respecting SCI employees as follows.

#### **Item 1. Overtime hours**

[43] The employer proposed to exclude overtime hours from the calculation of the 700-hour threshold for obtaining SCI employee status. At the hearing, the employer stated that it does not currently include overtime hours when calculating the 700-hour threshold. The bargaining agent opposed the proposal. The Board has determined that the employer's proposal will not be included in the arbitral award and that the current language will remain unchanged.

#### **Item 8. No artificial break in service**

[44] The bargaining agent proposed to introduce new language stating that the employer will agree not to artificially create a break in service or reduce a person's scheduled hours to prevent that person from attaining SCI employee status. The employer opposed the proposal. The Board has determined that the proposal will be included in the arbitral award and that a new provision will be added as follows:

*8. The Employer agrees not to artificially create a break in service or reduce a person's scheduled hours in order to prevent said person from attaining SCI status.*

**Item 13. Employment opportunities**

[45] The bargaining agent proposed to introduce new language requiring the employer to make every reasonable effort to maximize employment opportunities for SCI employees who are struck off strength, which would include the investigation and identification of possible temporary employment opportunities at the employer or other PESRA employers. The employer opposed the proposal. The Board has determined that the proposal will not be included in the arbitral award.

**Item 14. SUB plan**

[46] The bargaining agent proposed to introduce a “Supplemental Unemployment Benefits” plan for SCI employees who are struck off strength. The proposal was opposed by the employer. The Board has determined that the proposal will not be included in the arbitral award.

**Item 16. Written notice regarding health benefits premiums**

[47] The bargaining agent proposed to introduce new language requiring the employer to provide SCI employees with two weeks’ written notice should they be required to pay premiums associated with benefits plans. The employer opposed the proposal. The Board has determined that the proposal will not be included in the arbitral award.

**III. General**

[48] The Board will remain seized of this matter for a period of three months from the date of this award in the event that the parties encounter any difficulties in its implementation. As part of their implementation consultations, the parties may agree to alternate language for the collective agreement that achieves the same purpose as that contained in this arbitral award and may use article 37 (Agreement Reopener) to incorporate that language in the collective agreement.

June 5, 2013.

**Stephan J. Bertrand,  
for the Public Service  
Labour Relations Board**