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File: 166-2-32785

Citation: 2004 PSSRB 57



Public Service Staff  
Relations Act

Before the Public Service  
Staff Relations Board

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BETWEEN

**BERTRAM RAYMOND PATTERSON**

Grievor

and

**TREASURY BOARD  
(Department of National Defence)**

Employer



***EXPEDITED ADJUDICATION DECISION***

***Before:*** Yvon Tarte, Chairperson

***For the Grievor:*** Cécile La Bissonnière, Public Service Alliance of Canada

***For the Employer:*** Robert D. Downey

**Note:** The parties have agreed to deal with the grievance by way of expedited adjudication. The decision is final and binding on the parties and cannot constitute a precedent or be referred for judicial review to the Federal Court.

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Heard at Saint-Sauveur, Quebec,  
May 12, 2004.



## REASONS FOR DECISION

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[1] Mr. Patterson's grievance is concerned with the interpretation of a new provision of the Operational Services (SV) Group collective agreement dealing with "Trade Certification Fees". The parties have agreed to the following statement of facts:

[1] *Mr. Bertram Patterson is a GL-ELE-03, Mechanical Trades Helper at CFB Halifax, Halifax, Nova Scotia. He has been employed with DND since 13 December 1976.*

[2] *In carrying out his duties, the grievor is required to operate various vehicles up to 5-ton capacity including the recovery vehicle for maintenance related requirements. This requires him to hold a Province of Nova Scotia Class 3 motor vehicle license as a condition of employment.*

[3] *A Province of Nova Scotia Class 3 license is a condition of employment at appointment and must be maintained by the grievor while he is employed as a mechanical trades helper.*

[4] *Various classes of drivers' licenses exist in provinces across the country. In all provinces an individual is only required to possess one class of driver's license. Standard driver's licenses in Nova Scotia are Class 5. Further, a higher-class license (e.g. Class 1) allows that individual to that special class of vehicle as well as all lower classes of vehicles (e.g. Classes 2, 3, 4 and 5).*

[5] *In Nova Scotia there is a difference in price for the various classes of licenses. The costs associated with each class of license in Nova Scotia effective July 2002 are detailed hereunder:*

<i>CLASS 1 - Semi and Tractor Trailer</i>	<i>\$80.00/5 years</i>
<i>CLASS 2 - Buses (24 or more passengers)</i>	<i>\$75.00/5 years</i>
<i>CLASS 3 - 2+axle Trucks/Vehicles</i>	<i>\$70.00/5 years</i>
<i>CLASS 5 - Regular PMV</i>	<i>\$60.00/5 years</i>

[6] *A medical is required every five years in order to obtain a Province of Nova Scotia Class 3 license.*

[7] *Article 66 "Trade Certification Fees" is a new provision of the Operational Services (SV) Group collective agreement signed 19 November 2001. Clause 66.01 reads:*

**66.01** The Employer shall reimburse an employee for the payment of registration, licensing or certification fees to an organization, governing body or government agency when the payment of such fees is a requirement for the continuation of the performance of the duties of the employee's position.

[8] *Mr. Patterson is requesting reimbursement for all medical and license fee expenses directly related to obtaining a province of NS class 3 license.*

[9] *The grievor has provided management with a receipt for the \$30.00 for direct medical expenses incurred to obtain his Class 3 license.*

[10] *In order to comply with Article 66 of the Operational Services collective agreement local management at level one of the departmental grievance procedure agreed to reimburse certain costs. The employer limited its liability to the monetary difference between the cost of a general class license and the applicable special class license (i.e. the difference of \$10.00 in cost between the Nova Scotia general Class "5" - required by all provincially licensed drivers to operate a private motor vehicle in the province - and the Nova Scotia Class "3" License).*

[11] *The grievance was considered to be partially upheld at third/final level of the departmental grievance procedure, to the extent that Mr. Patterson was reimbursed for the difference in cost between the Class "5" and Class "3" licenses. The grievor was not reimbursed the \$30.00 direct medical expenses incurred to obtain his Class 3 license.*

[2] The grievor argues that since he is required for the continued performance of his duties to hold a class 3 licence which in turn necessitates the presentation of a medical examination report, he is entitled to the full cost incurred in obtaining both the medical certificate and the class 3 licence.

[3] The employer argues that since the fees paid for the medical report were not paid to "an organization, governing body or government agency" they cannot be reimbursed.

[4] Furthermore, the employer is of the view that the collective agreement requires it to pay only the difference between the cost of a general class licence (class 5) which the grievor held and the class 3 licence required for his employment. This reasoning relies on the fact that a class 5 licence is a prerequisite for the obtention of a class 3.

[5] I agree with the employer that cost of the medical certificate need not be reimbursed, since it does not fit within the clear parameters of article 66 of the collective agreement.

[6] On the other hand, the terms of the collective agreement with respect to the required licensing fee are not limited to the cost of an "upgrade" from one licensing level to the one the grievor is required to hold for continued employment.

[7] The grievance is allowed in part. Mr. Patterson is entitled to the full payment of the licensing fee paid in order to obtain his class 3 licence.

**Yvon Tarte,  
Chairperson**

Ottawa, June 7, 2004.

