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Public Service Staff
Relations Act

Before the Public Service
Staff Relations Board

BETWEEN

THE PROFESSIONAL INSTITUTE OF THE
PUBLIC SERVICE OF CANADA

Bargaining Agent

and

TREASURY BOARD

Employer

RE: Request for Arbitration -
Applied Science and Engineering (AP) Group

Before: Philip Chodos, Chairperson, and Michael McTaggart
and Pierce Sutherland, Members

For the Bargaining Agent: Michel Gingras and Malcolm Brown

For the Employer: Marc Thibodeau and Todd Burke

Heard at Ottawa, Ontario,
June 16 and 17, 2003.

ARBITRAL AWARD

[1] On March 25, 2003, the bargaining agent submitted a request for arbitration pursuant to section 64 of the *Public Service Staff Relations Act (PSSRA)*, in which it identified a number of terms and conditions that it wished to refer to an arbitration board. By letter dated April 17, 2003, the employer submitted Form 12 ("Notice of Request for the Arbitration of Additional Matters under Subsection 64(6) of the Act") setting out its proposals on the outstanding issues. By letter dated May 12, 2003, the bargaining agent submitted its response in respect of the additional matters in dispute identified by the employer.

[2] The Public Service Staff Relations Board (PSSRB) appointed a conciliation officer, Gilles Grenier, to assist the parties in resolving the outstanding issues. The parties met with the conciliator on May 26 and 27, 2003; as a result of these conciliation sessions, a number of issues in dispute were resolved. The remaining outstanding issues were referred to this arbitration board.

[3] At the outset of this hearing, the parties agreed that the following issues remained in dispute and were properly before this arbitration board:

- 1) Article 10 - "Call-Back"
- 2) Proposed New Clause 17.13 - "Marriage Leave"
- 3) Proposed New Clause 21.01 - "Registration Fees"
- 4) Appendix "A" - "Annual Rates of Pay"
- 5) Appendices "H", "I" and "J" - "Terminable Allowances"

[4] The arbitration board held a hearing on June 16 and 17, 2003, at which time the parties were given full opportunity to present evidence and make submissions. Prior to this hearing, the parties exchanged briefs, which were also submitted to the arbitration board. Following the hearing, the arbitration board met to consider its award. In arriving at its award, the arbitration board considered the evidence and submissions of the parties in light of the factors enumerated in section 67 of the *PSSRA*.

[5] It should be noted that during the course of this hearing, the parties advised that they had reached an understanding with respect to the outstanding issue of "Marriage Leave", and accordingly they wished to withdraw this issue from consideration by the arbitration board.

[6] With respect to the "Call-Back" provision, the employer proposed two amendments. Firstly, it proposed amending clause 10.01(i) by adding the phrase "except that this minimum shall apply only once during a single period of eight (8) hours." Clause 10.01 would then read as follows:

10.01 If an employee is called back to work:

(a) *on a designated paid holiday which is not the employee's scheduled day of work,*

or

(b) *on the employee's day of rest,*

or

(c) *after the employee has completed the employee's work for the day and has left the employee's place of work,*

and returns to work, the employee shall be paid the greater of:

(i) *the minimum of three (3) hours' pay at the applicable overtime rate of pay **except that this minimum shall apply only once during a single period of eight (8) hours,***

or

(ii) *compensation at the applicable rate of overtime compensation for time worked;*

provided that the period worked by the employee is not contiguous to the employee's normal hours of work.

[7] The employer also proposed adding a new provision, clause 10.02:

10.02 An employee who is called-back or responds to a telephone or data line call at any other time outside of his scheduled hours of work, may at the discretion of the employer work at the employee's residence or at another place to which the employer agrees. In such instances, the employee shall be paid the greater of:

(a) *compensation at the applicable overtime rate for any time worked,*

or

- (b) *compensation equivalent to one (1) hour's pay at the straight-time rate, which shall apply only the first time an employee performs work during an eight (8) hour period, starting when the employee first commences the work.*

[8] The bargaining agent submitted that this provision should be renewed without change.

[9] The arbitration board determines that Article 10 shall be renewed without change.

[10] The bargaining agent proposed that the following new clause be added to Article 21, "Registration Fees":

Where the reimbursement of professional fees is not a requirement for the continuation of the performance of the duties of his/her position:

- (a) *the employer shall reimburse an employee for his/her membership fee paid to a regulatory body governing or a bona fide association relevant the employee's profession to a maximum of \$1,000 per year;*
- (b) *this clause is effective for membership year 2002 and beyond.*

[11] The employer submitted that Article 21 should be renewed without change.

[12] It is the determination of the arbitration board that Article 21 be renewed without change.

[13] With respect to Appendix "A", "Rates of Pay", the bargaining agent made a number of proposals:

- 1) The merger of the salary ranges of the AG, BI and CH groups; the common salary range would be the salary range that has the highest maximum; the employees would move into the new common range at the step rate nearest to but not less than their current rate.
- 2) The harmonization would be effective October 1, 2002, prior to the application of any economic increase.
- 3) Restructure the ranges so that the minimum rate for all groups would be not less than \$37,000.

- 4) With respect to the AC group, add one step at the maximum of all ranges and drop one step at the bottom of each range. (N.B.: The bargaining agent proposed that in all cases each new step should be 4% higher than the rate immediately before it in the range.)
- 5) With respect to the AR group, integrate the amounts of the current terminable allowances into the basic salary ranges; add three steps to the maximum of all salary ranges, deleting three steps from the bottom of the range.
- 6) With respect to the harmonized salary ranges for the AG, BI and CH groups, add four steps at the maximum and drop four steps at the minimum.
- 7) With respect to the EN- ENG group, integrate the amounts of the current terminable allowances into the basic salary ranges; add three steps to the maximum of all salary ranges, deleting three steps from the bottom of the range.
- 8) With respect to the EN- SUR group, integrate the amounts of the current terminable allowances into the basic salary ranges; use the restructured salary ranges for EN- ENG levels 2 to 6 as the new ranges for EN- SUR levels 1 to 5; for level EN- SUR-6, add six increments at the maximum, deleting six steps from the bottom of the range.
- 9) With respect to the FO group, add three steps at the maximum of each range and delete three steps from the bottom of each salary range.
- 10) With respect to the MT group, add four steps at the maximum of each range and drop four steps from the bottom of each range.
- 11) With respect to the PC group, add four steps at the maximum of each range and delete four steps at the minimum of each range.
- 12) With respect to the SG-PAT group, integrate the amounts of the current Terminable Allowances into basic salary ranges; add three steps at the maximum of all ranges and delete three steps from the bottom of each range.
- 13) With respect to the SG-SRE group, add three steps at the maximum and drop three steps at the minimum; add one additional step at level 6, two steps at level 7 and three steps at level 8.
- 14) The bargaining agent also proposed that following restructuring all AP groups receive the following economic increases:
 - 1) Effective October 1, 2002, 4.2%.
 - 2) Effective October 1, 2003, 4.0%.
 - 3) Effective October 1, 2004, 3.8%.

[14] With respect to Appendices "H", "I" and "J", that is the "Terminable Allowances" for the AR, EN-ENG, EN-SUR and SG-PAT groups, as noted above, the bargaining agent proposed that these Terminable Allowances be integrated into the basic salaries prior to the application of any economic increases.

[15] The bargaining agent also proposed that the arbitral award be for a period of three years, expiring September 30, 2005.

[16] With respect to Appendix "A", "Rates of Pay", the employer proposed that there be common pay ranges for the BI and CH groups at each level, and that employees at the AG-4 and AG-5 levels also have the same common pay range as BI and CH employees at levels 4 and 5. The employer also proposed the following economic increases:

- 1) Effective October 1, 2002, 2.25%.
- 2) Effective October 1, 2003, 2.25%.
- 3) Effective October 1, 2004, 2.25%.

[17] In respect of Appendices "H", "I" and "J", "Terminable Allowances", the employer proposed to extend the current Terminable Allowances for the groups in question to September 30, 2005.

[18] With respect to "Duration", the employer concurred with the bargaining agent that the arbitral award should be for a three-year period, expiring September 30, 2005.

[19] The arbitration board makes the following determination with respect to Appendix "A", "Rates of Pay":

- 1) Effective October 1, 2002, provide for the harmonization of pay ranges for all levels within the AG, BI and CH groups; the common salary range would be the salary range that has the highest maximum; the employees would move into the new range at the step rate nearest to but not less than their current rate.
- 2) Effective October 1, 2002, add one increment to the maximum of each salary range, and delete one increment at the minimum of each salary range. The new increment will be calculated by taking the differential between the current ultimate and penultimate increments at each level, adding that difference to the current maximum rate at each level.
- 3) Effective October 1, 2002, in addition to the increment provided in paragraph 2), add one increment to the SG-SRE-7 level and two increments to the SG-SRE-8 level; each of the increments shall be calculated as per paragraph 2) above.

- 4) Effective October 1, 2002, increase all rates by 2.75%; effective October 1, 2003, increase all rates by 2.5%; effective October 1, 2004, increases all rates by 2.5%.

[20] With respect to Appendices "H", "I" and "J", "Terminable Allowances", the arbitration board determines that all Terminable Allowances shall be extended to September 30, 2005. All Terminable Allowances shall be increased effective October 1, 2002, by 2.75%, effective October 1, 2003, by 2.5%, and effective October 1, 2004, by 2.5%.

[21] The arbitration board concurs with the parties that the duration of this award shall be from October 1, 2002 to September 30, 2005.

[22] The arbitration board shall remain seized with 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.

Philip Chodos,
For the Board

OTTAWA, July 17, 2003.