

BETWEEN

RESEARCH COUNCIL EMPLOYEES' ASSOCIATION

Bargaining Agent

and

NATIONAL RESEARCH COUNCIL OF CANADA

Employer

Request for Arbitration - The Administrative Services (AS) Group

Before: Joseph W. Potter, Chairperson, and Robert McIntosh and Peter Devitt,
Members

For the Bargaining Agent: Joan Van Den Bergh and Bob Luce

For the Employer: Russell MacCrimmon, Counsel

Heard at Ottawa, Ontario,
April 19 and 20, 2007.

[1] On October 18, 2006, the Research Council Employees' Association ("the bargaining agent") requested the establishment of an arbitration board in respect of a dispute concerning the employees of the employer in the Administrative and Foreign Service Category employed in the provision of internal management services (AS). This request was made with reference to subsection 140(1) of the *Public Service Labour Relations Act (PSLRA)*.

[2] Included in this request was a list of the terms and conditions of employment that the bargaining agent wished to have referred to the arbitration board.

[3] On October 30, 2006, the National Research Council of Canada ("the employer") provided its position on the terms and conditions of employment that it wished to have referred to the arbitration board.

[4] Following some amendments and additional comments by the parties, the Chairperson of the Public Service Labour Relations Board issued the terms of reference of the arbitration board on January 9, 2007 (2007 PSLRB 03).

[5] Prior to the hearing, the parties exchanged briefs, which were submitted to the arbitration board.

[6] The arbitration board met with the parties on April 19, 2007, at which time attempts were made to assist the parties in reaching a settlement. A significant number of issues were resolved between the parties and the arbitration board commends the parties for their efforts. In the end, however, a final settlement was not possible and the parties were given a full opportunity to make submissions on the outstanding issues on April 19 and 20, 2007.

[7] Following the hearing, the arbitration board met and discussed and considered its award. In doing so, it considered the parties' submissions as well as the factors enumerated in section 148 of the *PSLRA*.

Issues in dispute and the award

[8] The employer proposed a new carry-over provision limiting the amount of vacation leave credits an employee could carry forward from one year to the next. The proposal reads as follows:

31.4 - CARRY-OVER PROVISIONS

Delete current article and replace with the following:

Employees shall be entitled to carry earned but unused vacation credits over into the following fiscal year to a maximum of two hundred and sixty-two decimal five (262.5) hours leave. The 262.5 hours limit may only be exceeded where the Council cancels a previously scheduled period of vacation leave and reschedules the excess for use at a later date or where the employee was unable to schedule vacation leave based on management's request. Earned and unused vacation leave credits in excess of the 262.5 hours shall be paid by cheque at the end of the fiscal year at the employee's daily rate of pay.

[9] The bargaining agent opposed this request.

[10] The arbitration board determines that the employer's proposal shall be included in the collective agreement.

[11] The bargaining agent proposed a one-time entitlement to five (5) days of leave in exchange for the elimination of Marriage Leave (clause 35.18). The proposal was structured as follows:

Article 31 - Vacation Leave

31.1.2(a) An employee shall be credited with a one-time entitlement of five (5) days of vacation leave with pay on the first (1st) day of the month following the employee's second anniversary of service.

(b) Transitional Provisions

Effective (date of signing), employees with more than two (2) years of service, as defined in clause 31.9, shall be credited a one-time entitlement of thirty-seven decimal five (37.5) hours of vacation leave with pay.

(c) The vacation leave credits provided in clauses 31.1.2(a) above shall be excluded from the application of paragraphs 31.4 and 31.5 dealing with the Carry-over and/or Liquidation of Vacation Leave until the next fiscal year.

[12] The employer opposed this request.

[13] The arbitration board determines that the bargaining agent's proposal in sub-clauses 31.1.2(a) and (b) shall be included in the collective agreement. In light of the arbitration board's ruling with respect to the employer's proposal in clause 31.4.1 dealing with carry-over, the bargaining agent's proposal under clause 31.1.2(c) is not accepted.

Article 60 - Duration of the Collective Agreement

[14] In the process of attempting to resolve the outstanding issues, the parties themselves agreed that the duration of the collective agreement would be from the date it is signed to April 30, 2008. The parties were not able to agree on the economic settlement that would be applied to the last year of the collective agreement. I will comment on that issue under the heading "Economic Increases".

Signing Bonus

[15] The bargaining agent proposed a signing bonus, effective the date of signing, to all employees in the amount of \$1,500. This signing bonus was intended to provide some compensation for the delays the employees experienced in this round of collective bargaining.

[16] The employer opposed this request.

[17] The arbitration board determines that a signing bonus will not be included in the collective agreement.

Economic Increases

[18] The bargaining agent proposed economic increases as follows:

1. Effective May 1, 2005: increase all rates of pay by 0.25%.
2. Effective May 1, 2005 (following the 0.25% adjustment): increase all rates of pay by 2.4%.
3. Effective May 1, 2006: increase all rates of pay by 2.5%.
4. Effective May 1, 2007: increase all rates of pay by 2.8%.

[19] The employer proposed economic increases as follows:

1. Effective May 1, 2005: increase all rates of pay by 0.25%.
2. Effective May 1, 2005 (following the 0.25% adjustment): increase all rates of pay by 2.4%.
3. Effective May 1, 2006: increase all rates of pay by 2.5%.
4. Effective May 1, 2007: increase all rates of pay by 2.0%.

[20] The arbitration board determines that economic increases to the AS pay scale shall be as follows:

1. Effective May 1, 2005: increase all rates of pay by 0.25%.
2. Effective May 1, 2005 (following the 0.25% adjustment): increase all rates of pay by 2.4%.
3. Effective May 1, 2006: increase all rates of pay by 2.5%.
4. Effective May 1, 2007: increase all rates of pay by 2.4%.

[21] The arbitration board will remain seized of this matter for a period of five (5) weeks from the date of this award in the event that the parties encounter difficulties in its implementation.

May 14, 2007.

**Joseph W. Potter,
Chairperson**