

IN THE MATTER OF AN INTEREST ARBITRATION

BETWEEN

PUBLIC SERVICE ALLIANCE OF CANADA

AND

STAFF OF THE NON-PUBLIC FUNDS

Board of Arbitration

Chair: Richard Brown

Union Nominee: Mike Tynes

Employer Nominee: Lynn Harnden

For the Union: Larry Gagnon

For the Employer: Adrian Scales

Hearing: July 3 and 4, 2013
Fredericton, New Brunswick

The parties referred to arbitration a number of outstanding issues relating to a renewal collective agreement running from March 1, 2011 to February 28, 2014. The employer sought to remove or modify provisions in article 25.10 concerning severance pay for employees terminated through retirement or medical incapacity. As those provisions were added by agreement of the parties in the previous round of bargaining, we decline to delete or alter them. The terms we award in relation to the remaining issues in dispute are set out below,

1. MEDICAL APPOINTMENTS

We award a new article 16.20:

The Employer shall grant pregnant employees up to a half (1/2) day of reasonable time off with pay for the purpose of attending medical appointments relating to the employee's pregnancy. An employee is expected to make reasonable efforts to schedule such appointments in such a way as to minimize her absence from work. An employee requesting leave under this provision must notify her supervisor of the appointment as far in advance as possible.

2. SICK LEAVE FOR PART-TIME EMPLOYEES

We award a new article 19.03:

- a. Part-time employees who have completed their probationary period may be granted up to a maximum of 2 days of paid sick leave per fiscal year.*
- b. The following conditions govern the entitlement to sick leave:*
 - i) The employee must contact his/her immediate supervisor on the first day of the absence indicating the reason for the absence and the expected date of return.*
 - ii) The Employer reserves the right to require a medical certificate for any period of illness, regardless of duration, provided that the employee is advised in writing of the requirement beforehand. Prolonged illness or frequent illness may require additional certificates from a doctor selected by the Employer at the expense of the Employer.*
 - iii) Employees on maternity leave or any other form of leave are excluded from earning and taking sick leave.*
- c. Sick benefits shall be in the same proportion as their weekly hours of work compare with the normal scheduled weekly hours of work of full-time employees. Sick leave is not cumulative from year to year nor does it have any cash value.*

3. PART-TIME EMPLOYEES

Article 19.01 shall be amended by adding the words underlined and deleting the words struck through:

Unless otherwise provided for in this agreement, part-time employees shall be entitled only to the following benefits:

- a. designated holidays;
- b. maternity, parental and adoption leave (Child Care);
- c. leave for pregnant employees;
- d. bereavement leave;
- e. court leave;
- f. jury duty leave;
- g. leave of absence without pay;
- h. family related leave; ~~and~~
- i. compassionate care leave; and
- j. personal leave.

They shall receive these benefits in the same proportion as their weekly hours of work compare with the normal scheduled weekly hours of work of full-time employees.

4. PAY NOTES AND DURATION

The pay notes found in Appendix A shall be amended by adding the underlined words:

- A. Effective 1 March 2011, the attached pay grid will be put into effect. Each employee will be placed on the new pay grid in accordance with their current seniority. The rates of pay will then increase on the dates indicated on the grid to the extent indicated on the grid.
- B. Any employee whose rate of pay is above the top step increment will not have their current pay reduced but will retain their current rate of pay until the top step increment of the pay grid for their job level exceeds their rate of pay; at this point, the rate of pay for those employees will increase to the closest rate on the grid.

C. RETROACTIVITY :

It is expressly stipulated, in accordance with Article 29.01 , that any person who was an employee at any time during the period beginning March 1, 2011 until the effective date of any arbitral award or negotiated collective agreement, shall receive a monetary payment, in full, retroactive to March 1, 2011, of all pay adjustments, progressive movement within the pay grid, as well as any economic increases as calculated on the amounts paid, in accordance with Appendix B, as applicable to their circumstances as an employee. In the case of a deceased employee that amount shall be paid to the estate of that former employee. In the case of all other former employees or retired employees that amount shall be paid to that person and mailed to their last known address.

D. New employees will normally be hired at the start rate of their pay band. However, in exceptional circumstances, the Employer can hire new employees at a rate of pay that is above the start rate based upon the new employee's relevant qualifications and previous comparable experience. In that event, the Employer will advise the Bargaining Agent of the circumstances. When an employee is hired above the start rate, their anniversary date for future incremental increases will be based upon their placement at the time of hire (i.e. an employee hired at the 12 month rate will be placed at the 24 month rate a year from their date of hire).

E. The Agreement will expire on 28 February 2014.

5. WAGES

Appendix B shall contain the following wage tables:

01- Mar-11	START	2 MOS	12 MOS	24 MOS	36 MOS	48 MOS
5	\$10.88	\$11.42	\$11.87	\$12.62	\$14.28	\$15.14
6	\$12.30	\$13.07	\$13.74	\$14.73	\$16.66	\$17.67
7	\$16.55	\$17.38	\$18.10	\$18.72	\$20.56	\$21.81
8	\$17.20	\$18.03	\$18.76	\$19.37	\$22.76	\$24.14

01- Mar-12	START	2 MOS	12 MOS	24 MOS	36 MOS	48 MOS
5	\$11.01	\$11.55	\$12.00	\$12.77	\$14.45	\$15.63
6	\$12.44	\$13.22	\$13.90	\$14.92	\$16.86	\$18.24
7	\$16.74	\$17.58	\$18.31	\$18.96	\$20.82	\$22.52
8	\$17.40	\$18.24	\$18.98	\$19.61	\$23.05	\$24.92

01- Mar-13	START	2 MOS	12 MOS	24 MOS	36 MOS	48 MOS
5	\$11.14	\$11.69	\$12.14	\$12.93	\$14.64	\$16.14
6	\$12.59	\$13.37	\$14.06	\$15.10	\$17.07	\$18.83
7	\$16.94	\$17.79	\$18.52	\$19.19	\$21.08	\$23.25
8	\$17.60	\$18.45	\$19.20	\$19.86	\$23.33	\$25.73

28- Feb-14	START	2 MOS	12 MOS	24 MOS	36 MOS	48 MOS	60 MOS
5	\$11.14	\$11.69	\$12.14	\$12.93	\$14.64	\$16.14	\$16.78
6	\$12.59	\$13.37	\$14.06	\$15.10	\$17.07	\$18.83	\$19.59
7	\$16.94	\$17.79	\$18.52	\$19.19	\$21.08	\$23.25	\$24.18
8	\$17.60	\$18.45	\$19.20	\$19.86	\$23.33	\$25.73	\$26.76

Richard Brown

For the Arbitration Board

July 25, 2013.