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File: 169-34-632

Citation: 2002 PSSRB 23

Public Service Staff Relations Act

Before the Public Service Staff Relations Board

BETWEEN

PUBLIC SERVICE ALLIANCE OF CANADA

Bargaining Agent

and

CANADA CUSTOMS AND REVENUE AGENCY

Employer

RE: Reference under Section 99 of the Public Service Staff Relations Act

Before: Evelyne Henry, Deputy Chairperson

For the Bargaining Agent: Paul Taylor, Public Service Alliance of Canada

For the Employer: Renée Roy, Counsel

Heard at Ottawa, Ontario,
November 30, 2001.

[1] This section 99 reference was filed by the Public Service Alliance of Canada (PSAC) on October 17, 2000. The reference reads as follows:

> *The Applicant, the Public Service Alliance of Canada, brings this Reference before the Public Service Staff Relations Board pursuant to Section 99 of the Public Service Staff Relations Act.*
>
> *The Public Service Alliance of Canada is the bargaining agent certified by the Public Service Staff Relations Board to represent the employees of the Canada Customs and Revenue Agency in the Clerical and Regulatory Group. In a meeting held May 23, 2000, the Employer announced plans to automate several functions in the T3 Section of the Ottawa Technological Centre. The automation initiative affects the employment of an estimated twenty-one indeterminate employees, identified only by classification and department. The target dates identified are March 2002 and March 2003 whereby these employees will no longer be required because of a lack of work. The employer offered this information during its presentation, but failed to advise and consult with the Public Service Alliance of Canada regarding this work force adjustment situation as is required by the collective agreement.*
>
> *The Employer has elected to execute this work force adjustment situation without adhering to the provisions of Appendix E of the collective agreement. We maintain that the obligation to comply with the collective agreement is not an option; it is an obligation. Work force adjustment situations are clearly defined in the collective agreement and all the provisions of Appendix E must be applied.*
>
> *REQUESTED REDRESS*
>
> *We respectfully request the Board to order the Employer to:*
>
> - *Comply with Appendix E of the Collective Agreement.*
> - *Cease the project to automate services performed by PSAC members until it is prepared to comply with the provisions of the Collective Agreement.*

[2] The delay in having this reference heard was caused by a combination of attempted mediation and postponement requests due to the unavailability of a key witness.

[3] The parties filed nine exhibits by consent. The first exhibit is a collective agreement between the Treasury Board and the Public Service Alliance of Canada for

the Program and Administration Services (all employees), dated December 29, 1998 (Code 300/98 expiry date June 20, 1999). The parties agree that this is the collective agreement applicable to this reference.

[4] Exhibit 2 is a document entitled *T3 Automation - Union Notification - April 5, 2000*. It contains copies of the Key Communication Points in a series of slide projections.

[5] Exhibit 3 is a document entitled *T3 Automation - Union and Employee Briefing - May 23, 2000*. It is a series of copies of slide projections.

[6] The fourth exhibit is entitled *Communications Strategy - T3 Automation - For Manager's Use Only*.

[7] The fifth exhibit is a *Questions and Answers* document from Canada Customs and Revenue Agency (CCRA) regarding T3 automation.

[8] Exhibit 6 is the Minutes of the Technological Change Sub-committee meeting, between CCRA and the Union of Taxation Employees (UTE), held on June 5, 2000.

[9] Exhibit 7 is a series of slide projections document entitled *T3 Automation - Estates and Trusts - Technological Change Sub-Committee Meeting – June 5, 2000*.

[10] Exhibit 8 is a letter dated February 16, 2001 from Jean Lalonde, Director, Labour Relations Division, Staff Relations and Compensation Directorate, CCRA to Betty Bannon, National President, UTE.

[11] Exhibit 9 is entitled *OTC Data - Estate Returns Processing Section*. It gives the name of employees, their groups and levels, date and position number and title.

Evidence for the Bargaining Agent

[12] Pierre Mulvihill was the first witness called by the PSAC. He has been an employee of the PSAC for some fifteen years in two different components of the PSAC; ten years in the National Component; and five years in the UTE. Prior to his appointment, he was active as a member of the PSAC. While in the National Component, Mr. Mulvihill was responsible for representing a variety of members employed by 70 departments or agencies, operating under different legislations: the *Public Service Staff Relations Act*, Schedule I, Part I and Part II; the *Canada Labour*

Code; the *Ontario Labour Code*; the *Ontario Labour Relations Act*; the *Parliamentary Employment and Staff Relations Act*. Some of those members are governed by the Work Force Adjustment (WFA) Policy. Over the ten years he was employed with the National Component, Mr. Mulvihill was very active working with the WFA Policy.

[13] Since working with the UTE, Mr. Mulhivill has also been a familiar of the WFA Policy. In the present case, Mr. Mulhivill received from Chris Aylward, Regional Vice-President, National Capital Region of UTE, the document at Exhibit 3, entitled *T3 Automation - Union and Employee Briefing - May 23, 2000*. Mr. Mulvihill also received a *Questions and Answers* document (Exhibit 5). Mr. Mulvihill's position in UTE required him to sit on the Technological Change Sub-Committee and on the Workforce Adjustment Committee. It is because of this dual implication that Mr. Aylward referred to him the documents under Exhibit 3 and Exhibit 5. The *Tentative Timetable and Implication for Indeterminate Employees*, found at page 8 of Exhibit 3, struck Mr. Mulvihill's attention. Based on this, Mr. Mulhivill was convinced of the existence of a WFA situation due to lack of work, in the Accounts Reconciliation and T3 Processing Section and this would result in 7 CR-03s no longer being required in March 2002, and a further 4 in March 2003. Mr. Mulvihill read from page 10 of Exhibit 3: "**Proven Track Records**: Since 1996, over 310 vulnerable CR03 employees have been placed within the NCR." On the next page, he read:

> *… Prior consideration will be given to CR03 employees for transfers at their own group and level in the NCR.*
>
> *Placement opportunities outside the Agency in the NCR, by working with the PSC.*
>
> *Access to career counselling services.*
>
> *Assistance with job placement.*
>
> *Access to cash-outs on a voluntary basis (Subject to ratification of the collective agreement).*

[14] Reading through, he came to page 12, where, under "**Current Placement Opportunities at the CR03 Level**" it is stated that there are 11 Forms Ordering Clerks (Oak Street) and 7 Mechanized Distribution Clerks, for a total of 18 positions. The next page refers to the collective agreement and states:

> ***The opportunity to leave the Agency voluntarily with a cash-out will be offered to all indeterminate employees at***

> ***the CR03 level who meet the prerequisite criteria through alternations.***
>
> (Subject to ratification of the collective agreement)

[15] Mr. Mulvihill saw Exhibit 3 and the portion he highlighted in his testimony to indicate that there was a WFA situation. The WFA Policy is under Appendix E of the collective agreement (Exhibit 1). Provisions 6.2 refer to the Alternation Process, to which the employer made reference in Exhibit 3. Also, provisions 6.3 deal with Options. More specifically provision 6.3.1(b) refers to money in lieu of staying in the system, the amounts are stipulated in Annex B.

[16] Provision 1.1.11 of Exhibit 1 provides that:

> *Departments shall advise and consult with the Alliance representative as completely as possible regarding any work force adjustment situation as soon as possible after the decision has been made and throughout the process and will make available to the Alliance the name and work location of affected employees.*

[17] Mr. Mulvihill was designated by the National President of UTE, who had been designated to this end as the Alliance representative by the National President of the PSAC with regards to CCRA.

[18] On June 5, 2000, Mr. Mulvihill attended a meeting with the employer as a member of the UTE Technological Change Sub-Committee. Exhibit 6 is the Minutes of the June 5 meeting and item 9 is entitled *T3 Automation*. It deals with some of the information previously provided.

[19] Mr. Mulvihill sent to the Representation Section of the PSAC on July 20, 2000 a request that the PSAC file a complaint. His feeling was that the bargaining agent had given ample time to the employer to forward something to UTE regarding the T3 Automation.

[20] Mr. Mulvihill indicated that it took until February 16, 2001 before a letter was sent to the National President of UTE, Betty Bannon. This letter is Exhibit 8.

[21] Mr. Mulvihill then introduced as Exhibit 10 a Memorandum of Settlement dated January 19, 2000. It was achieved following the resolution of Public Service Staff

Relations Board File No. 169-2-623 through mediation. This Memorandum of Settlement provides at paragraph 2 that:

> *The employer agrees to requesting local management that Human Resources Branch, Workforce Adjustment Unit, must be informed when they are about to advise the Local President, or their delegate, of a Workforce change situation.*
>
> *The employer also agrees that the National President of the Union of Taxation Employees will be informed in writing of the situation and will include the name of the local union official to contact for further information.*

[22] The CCRA's failure to abide by the terms of clause 2 in Exhibit 10 is part of the reason why the PSAC was requested to file a Section 99 reference. The local president was not identified to UTE and the letter had not been sent to the UTE national president.

[23] It was important to Mr. Mulvihill that the situation be identified as a WFA because of the employees' rights, i.e. their opportunity for training, may have been jeopardized.

[24] On cross-examination, Mr. Mulvihill was asked to explain the context of the Memorandum of Settlement. The context was that, on six separate occasions, the employer had not invoked the WFA and the bargaining agent had identified a need to do so. To conclude that referral, there was a mediation and the outcome of that mediation was a Memorandum of Settlement. Mr. Mulvihill was asked to explain why clause 2 referred to a "workforce change" rather than a "work force adjustment". Mr. Mulhivill felt that "workforce change" and " work force adjustment" meant the same thing and he did not pick up at the time on the fact that it was not the same wording. Mr. Mulvihill did not expect to receive the letter at Exhibit 8. Mr. Mulvihill realized that a mistake was made, that the memorandum should have been more specific. The referral that was resolved in Exhibit 10 dealt with provision 1.1.11 of the WFA Policy at Appendix E of the collective agreement. Mr. Mulvihill had assumed that clause 2 of Exhibit 10 would meet the requirements of provision 1.1.11 of the WFA Policy to settle the issue.

[25] Mr. Mulhivill also indicated that the information on Exhibit 6, item 9 was the only first-hand information received by the bargaining agent until the eve of this hearing.

Evidence for the Employer

[26] Mr. Melan Sapp was called as a witness for the employer. Since February 14, 2001, he is the Acting Director of the Ottawa Technology Centre (OTC). Prior to this appointment, he was the Assistant Director of the same branch. Before that, he was the Acting Director from April 17, 2000 until September 15, 2000. As Acting Director of the OTC, he was responsible for the entire operation of that centre. T3 processing was done using six systems, i.e., six different computer systems. The overall objective was to merge these systems to have a more efficient process. The primary focus was on the accounting system. The previous system was manual and independent. The systems did not speak with one another. The initiative was to bring the manual processing into the technological era.

[27] In the Fall of 1999, at the semi-annual meeting of offices across the country, various functional branches received indication, in a snap shot of the future, of what CCRA wanted to improve. He was advised of the possibility that the T3 processing routine would be looked at. In late April 2000, Mr. Sapp became personally involved. He received an initial deck or roll out of the plan that the Agency saw as a plan for processing T3s. His responsibility was to look over the information; verify the accuracy in terms of exactly what the impact would be, and then involve the Human Resources Specialists in reviewing the information to be disseminated to the employees. The gist of the plan was that over a three year period beginning in February 2001 the enhancement to be made to the T3 processing system would reduce the need for indeterminate employees in both the accounting and in the processing area.

[28] Mr. Sapp, together with communication specialists, drew up an action plan, which called for the regional level of management to brief the UTE regional representative, then the local union executives and ultimately the employees. They were not to put the plan into effect until notified by Headquarters that they had advised the National representative of the union. Once they received that advice they rolled out the action plan discussed in Exhibit 4.

[29] On Tuesday, May 23, 2000, Mr. Sapp and the senior management team briefed local president Judy Anderson and her executive. From that briefing, it was jointly agreed to immediately reactivate the local placement committee, consisting of the two

managers of the areas affected by the change; the local president and the local CR representative, since most of the people were CR-03s.

[30] This committee, having been active intensively from 1996 through to late 1998 or early 1999, has a mandate to place employees. In fact, no division or section could staff any position without the concurrence of the placement committee. This joint union-management committee's job was to place people who may, at some time in the future, be "impacted" by a change of the processing routine or structure.

[31] In addition, a professional counsellor skilled in helping people prepare resumes, was appointed to help people examine their own experience to determine what type of work they may want to pursue and generally provide personal advice.

[32] Indeterminate employees wishing to pursue an alternative career could avail themselves of academic training, after hours. The employer would reimburse them. If employees wished to try out a job, in which they may have an interest, they would be permitted to do so. The plan was that all employees would be simultaneously informed. Each individual would receive a personal copy of Exhibit 3, in addition to the *Questions and Answers* document found at Exhibit 5.

[33] The employer would set in place one-to-one counselling. Employees would be given an electronic mail box where they could send any questions. Those questions and their answers would then be distributed to all.

[34] The employees briefing was done in two groups because the employees are situated in two different buildings. The local executive was invited and attended the employee briefing held on May 23, 2000. The employees were given disclosure of all information available at that time. This was provided in writing in Exhibit 3. The career counsellors were also introduced to the employees.

[35] The protocol followed by management was that regional UTE representatives connected with the regional assistant commissioners and local UTE representatives connected with local directors. Mr. Chris Aylward, the regional UTE representative, was thus briefed by the Assistant Commissioner of Northern Ontario Region, Mr. Harvey Beaulac who was the immediate supervisor of Mr. Sapp.

[36] The OTC underwent massive changes from 1996 onwards. The local union, local management and employees worked very closely together with the same

objectives in mind: the common goal being of indeterminate employment for indeterminate employees. Prior to this T3 automation, the joint union-management placement committee secured employment for in excess of 1000 individuals. Its placement strategy was a partnership of management, the UTE local and the employees.

[37] The employees were included because they needed to tell management what they wanted; where they wanted to go; and the training or the new skills they might need to acquire. Then, the union-management placement committee, having close jurisdiction over staffing, was able to place all affected employees. The potential of the announcement of the T3 automation was basically microscopic compared to what had been done since 1996. In essence the union-management placement committee had two and half to three years to place only 21 employees. Exhibit 9 represents the efforts the local union and management made to place the staff. This was published every quarter by the union-management placement committee to keep employees apprised of what was happening and the progress made.

[38] The two sections involved were Accounts Reconciliation and T3 Processing. Accounts Reconciliation had 28 indeterminate employees at the CR-03 level. In March 2002, as seen in Exhibit 3, seven fewer will be required. In 2003, another four will be redundant.

[39] Estates and Trust Processing Section had 16 CR-03 employees. It will require nine fewer in March 2002. Collectively, the two sections employed 44 CR-03s. It was understood that the new automation would require 21 fewer employees. All 44 employees were considered to have placement priority and could avail themselves of the items listed in Exhibit 3.

[40] Over the period of time until the hearing of this case, 39 employees have been placed in other indeterminate positions and, of those, 28 employees received a promotion. The local union-management placement committee did its job so well that it had to restaff some indeterminate positions to bring the sections in question up to post-automation requirements.

[41] Mr. Sapp saw the WFA Policy as a “process of last resort”. To him, having recourse to the the WFA Policy is an acknowledgement of local management and local union’s failure to do their job. Their job is to ensure continued employment for

indeterminate staff. The activation of the WFA Policy means that he has failed to do his job, it says to employees that the employer can't guarantee a job for them, that it must play by strict rules; as there are 28 employees in Accounts Reconciliation, then there must be a reverse-order-of-merit selection to identify the seven employees who least merit employment. This creates anxiety, disrupts personal and family lives. The WFA Policy says that after all that, employees may or may not be given an offer; an offer that they must take or, if they don't accept it, there is not going to be any choice of a job that is being offered.

[42] Under the placement strategy, the employees could try as many different types of jobs as they wish. The reason why the union-management placement committee followed this approach, was the success found in 1996 onwards for employees having had opportunities to work in areas to better position themselves and to compete for promotional appointments when they arose. The success, in the T3 situation, was that, as of today, 28 of 45 employees in the two sections have earned a promotion prior to any change.

[43] In cross-examination, Mr. Sapp stated that the topic of whether or not the T3 automation was a WFA situation did not come up in the local office. If that decision was made in a higher office, it was not communicated to him. Asked if he considered the employees in this situation as affected employees under the WFA Policy, Mr. Sapp answered that he did not know. He read the WFA Policy but, in his mind, it did not apply until some employees would not have been placed.

[44] Mr. Sapp admitted he was not familiar with the WFA Policy.

Arguments for the Bargaining Agent

[45] The section 99 reference filed by the PSAC alleges that provision 1.1.11 of Appendix E of the collective agreement has been contravened. This article states:

> *Departments shall advise and consult with the Alliance representatives as completely as possible regarding any work force adjustment situation as soon as possible after the decision has been made and throughout the process and will make available to the Alliance the name and work location of affected employees.*

[46] Appendix E defines an affected employee as follows:

> ***Affected employee*** *(*employé-e touché [sic]*) is an indeterminate employee who has been informed in writing that his or her services may no longer be required because of a work force adjustment situation.*

[47] Work force adjustment is defined as follows:

> ***Work force adjustment*** (réaménagement des effectifs) *is a situation that occurs when a deputy head decides that the services of one or more indeterminate employees will no longer be required beyond a specified date because of a lack of work, the discontinuance of a function, a relocation in which the employee does not wish to relocate or an alternative delivery initiative.*

[48] The employer, by denying that this is a WFA, is in violation of provision 1.1.11. The employer characterized the situation as one involving a placement strategy entirely independent of any collective agreement obligation.

[49] By taking the affected employees and characterizing them as being "impacted", and, characterizing the situation as a workforce change, the employer, largely in keeping with the spirit of this placement policy, claims that many were promoted and many were placed. This is significant for employees that were placed, not according to the collective agreement and its rights, but through a placement strategy.

[50] The PSAC submits that it is prejudiced. The employer has declared that provision 1.1.11 does not apply. For example, the employer having decided to characterize this as a workforce change, a purely local change prevents the PSAC in having a say in the process of the WFA situation. If it is not characterized as a WFA, how can the PSAC fulfill its obligation and responsibility to represent its members?

[51] The employer has allowed to detach the WFA situation from the collective agreement. This gave the employer the ability to detach the union from its proper role in the administration of the collective agreement. Another example of how this could affect employees, is that employees were placed under a mere policy. There is no record that a person was placed pursuant to the WFA Policy of the collective agreement.

[52] Through the collective agreement, an employee can rely on the collective agreement to protect his or her rights. The PSAC filed a complaint because the

employer, by its actions, is interfering with its ability to utilize the collective agreement.

[53] Mr. Mulhivill testified on how the word 'change', instead of 'adjustment', came to be in Exhibit 10. The PSAC submits that it is grossly unfair to make an argument that this wording modifies the collective agreement. Mr. Mulhivill testified that it was clearly not contemplated by either of the parties. That document should be read as to affirm the PSAC position. The employer should not be allowed to rely on the literal interpretation of the word 'change'. The bargaining agent agreed that this is clearly a WFA situation.

[54] The testimony of Mr. Sapp, with regards to the objective of the placement strategy committee and the partnership of the union and management and their common goals, refers exactly to the same objectives that are followed in the WFA Policy. This procedure aims to ensure the continued employment of affected employees. The provisions of the collective agreement are clear. The employees do not have to be declared surplus to be entitled to the provisions of their collective agreement.

[55] With regards to the testimony of Mr. Sapp, who believed that there were advantages to applying a placement strategy instead of the WFA Policy, and seemed to express disadvantage to the application of the WFA Policy, his opinion cannot be relied upon since his knowledge of the WFA Policy was limited. In fact, the PSAC submitted that there are no disadvantages to applying the WFA Policy.

[56] The trial of different positions and the possibility to compete are equally possible under the WFA Policy. It provides specifically for a reasonable job offer as a minimal offer. If the employer is able to offer a choice of appointments, there is nothing in the collective agreement that states that it could not do so. It is not the maximal requirement. The PSAC submitted that one must look at the stated objectives of the WFA Policy. The employer's actions met the objectives of the WFA Policy.

[57] In conclusion, the PSAC again made clear that the WFA Policy stands for the basic union principle of employment security. That is the reason behind it. As a remedy, the PSAC seeks a declaration that the employer should have complied with provision 1.1.11 of Appendix E to the collective agreement. The employer should have advised the bargaining agent of the WFA, and provided the name of the employees who

would be characterized as affected employees. There is a difference between the notification that was given to the employees and what is required under the WFA Policy. Also included in the declaration should be an order that the employer follows Appendix E in similar situations in the future.

Arguments for the Employer

[58] The employer first took the position that this situation preceded a WFA. A WFA situation does not take place when there is no possibility, even remote, of declaring any employee surplus.

[59] In fact, there were more positions than employees and many received promotions. It is important to note that 28 individuals received promotions. This is greater than the 21 positions to be "impacted". The employer continues to view the WFA Policy as a process of last resort and the employer proceeded with its application by more than fulfilling its role.

[60] If the Board should find that this was a WFA situation, it should find that the employer has gone so far in its application of provision 1.1.2 as to pre-empt the need to refer to Appendix E of the collective agreement:

> *Departments shall carry out effective human resource planning to minimize the impact of work force adjustment situations on indeterminate employees, on the department, and on the public service.*

[61] The PSAC representative, Mr. Mulvihill, has outlined his years of expertise and the number of settlements in which he has been involved. Therefore the Memorandum of Settlement which uses the word "workforce change" situation must have a meaning. As the wording is different, the employer, at the very least, places a difference in interpretation on that wording.

[62] Should the Board find that this was a WFA situation, the employer submitted it has respected the spirit of Appendix E. It has done more than what was supposed to be done, in close consultation with local representatives, whatever label the Board wants to put on it. The employer has nevertheless advised the local UTE and regional levels immediately and a short time later at the national level. The employer has consulted extensively and worked closely with the bargaining agent at the local level.

[63] Now with regards to provision 1.1.11 of Appendix E, Pierre Mulvihill was one of the PSAC representatives who were advised of the situation. No one has testified that the local representative was not a PSAC representative and it is not required or stated that advising and consulting will be done at a specific level. Provision 1.1.11 does not specify this requirement. The Memorandum of Settlement (Exhibit 10) contemplates that local management works closely with the union at the local level to assist employees who become affected employees. In this context, the employer did involve the local president and the local union-management placement committee. No position could be staffed without referral to the union-management placement committee to determine if it was desirable for any of the employees in question.

[64] In closing, the employer submitted that, concerning the remedy requested, it should be reiterated that section 99 enforces its obligations to a union but not individual rights. As for the future, any situations would have to be remedied on their own merits. There is jurisdiction only on the sets of facts at hand here.

Reply for the Bargaining Agent

[65] With regards to consultation, the employer decided unilaterally that this was a local issue. The statement that the employer's interpretation that the WFA Policy was a recourse of a last resort is contradicted in Exhibit 3 and Exhibit 5. The PSAC submits that the provisions in Appendix E apply to employees even if only in potential for layoff.

Reasons for Decision

[66] The bargaining agent is complaining that the CCRA has failed to adhere with its obligation under provision 1.1.11 of Appendix E of the Program and Administration Services collective agreement (Exhibit 1).

[67] Provision 1.1.11 reads:

> *Departments shall advise and consult with the Alliance representatives as completely as possible regarding any work force adjustment situation as soon as possible after the decision has been made and throughout the process and will make available to the Alliance the name and work location of affected employees.*

[68] The evidence is clear that the CCRA has not met the conditions of the above provision. The argument that the T3 Automation was a "workforce change" as opposed to a "work force adjustment" is disingenuous, to say the least. There is no doubt that the automation of the two sections was a technological change, leading to the elimination of jobs to increase productivity. The services of a number of CR-03 employees will no longer be required in March 2002 and in March 2003. The situation was clearly a WFA situation.

[69] It is interesting to note that the employer did comply with the spirit of Appendix E of the collective agreement. Had it better informed its communication specialists and managers about the collective agreement, it would have been a simple matter to meet the requirement of provision 1.1.11. All that was required beside what was done on May 23, 2000, was to send in a timely manner, a letter to the UTE National President, with an organizational chart of the two relevant sections, bearing the name of position incumbents. It is highly likely that the matter would have been delegated to the appropriate levels of the union, where in fact, consultation and cooperation did occur quite successfully.

[70] The collective agreement does not contemplate a phase in a WFA situation called a "workforce change" situation, during which the employer may chose to do whatever it wishes or with whom it will do it. If the employer has concerns about applying some parts of Appendix E to every technological change situation in its operations, the place to make changes is at the negotiation table.

[71] I find that the employer did violate the Program and Administration Services collective agreement, in that provision 1.1.11 of Appendix E was not complied with.

[72] I will not order that the employer "cease the project to automate services performed by PSAC members", as the employer appears to have met the spirit of the WFA Policy provisions and that the bargaining agent representatives appear to have been involved in the process to ensure continued employment to affected employees.

[73] I will not make any order with regards to future applications of the collective agreement. I do suggest that the employer would be well advised to educate its managers and communication specialists about the existence of the collective agreement and its content. The PSAC may wish to offer to participate in that

education process by providing clear guidelines on who, in its structure, needs to be notified of what and when.

[74] In summary, I declare that the employer has failed to meet its obligation, under provision 1.1.11 of Appendix E of the Program and Administration Services collective agreement, of making available to the PSAC, as completely and as soon as possible, the name and work location of employees affected by the T3 automation.

Evelyne Henry
Deputy Chairperson

OTTAWA, February 20, 2002.