

Date: 20200623

File: 485-PP-40966

Citation: 2020 FPSLREB 70

*Parliamentary Employment and
Staff Relations Act*



Before the
Federal Public Sector
Labour Relations and
Employment Board

IN THE MATTER OF
THE *PARLIAMENTARY EMPLOYMENT AND STAFF RELATIONS*
ACT

and a dispute affecting
the Public Service Alliance of Canada, as Bargaining Agent,
and the Parliamentary Protective Service, as Employer
in respect of the Detection Group bargaining unit

Indexed as
Public Service Alliance of Canada v. Parliamentary Protective Service

Before: Marie-Claire Perrault, Joe Herbert, and Kathryn Butler Malette, deemed to
form the Federal Public Sector Labour Relations and Employment Board

For the Bargaining Agent: Morgan Gay and Silja Freitag

For the Employer: Carole Piette and Jean-Michel Richardson

Heard at Ottawa, Ontario
February 20 and 21, 2020.

ARBITRAL AWARD

I. Application before the Board

[1] By letter of September 13, 2019, the Public Service Alliance of Canada (PSAC or “the bargaining agent”) requested arbitration pursuant to section 50 of the *Parliamentary Employment and Staff Relations Act*, R.S.C. 1985, c. 33 (2nd Supp.) (“the Act”) in respect of the bargaining unit composed of all employees of the Security Services Directorate of the House of Commons working as Scanners and Scanner Supervisors. Along with its request, the bargaining agent provided a list of terms and conditions of employment that it wished to refer to arbitration.

[2] By letter of September 24, 2019, the Parliamentary Protective Service (PPS or “the employer”) provided its position on the terms and conditions of employment that the bargaining agent wished to refer to arbitration. The employer also provided a list of additional terms and conditions of employment it wished to refer to arbitration.

[3] By email of October 3, 2019, the bargaining agent maintained its position concerning all matters outstanding and the employer’s proposals.

[4] The terms of reference for the arbitration board deemed to form the Federal Public Sector Labour Relations and Employment Board (“the Board”) were forwarded to the Board members on October 22, 2019, by the Chairperson of the Federal Public Sector Labour Relations and Employment Board.

[5] In a decision dated February 3, 2020 (2020 FPSLREB 7), the bargaining unit was redefined in the following terms: “*All employees of the Parliamentary Protective Service working as detection specialists and detection supervisors.*”.

[6] The bargaining agent and the employer both withdrew some proposals before and in the course of the hearing. The following proposals remained in dispute (the proposing party is indicated in parentheses):

Clause 1.02 – Purpose and Scope of the Agreement (employer and bargaining agent)

Clause 2.01 (NEW) – Definition of “Immediate family” (employer)

Clause 7.02 – Representatives’ jurisdiction (bargaining agent)

Article 9 – Technological change (bargaining agent)

Clause 10.01 and 10.02 – Seniority List and Copies of the collective agreement (employer)

Clause 10.04 – Orientation (bargaining agent)

Clause 11.03 – Access to premises (bargaining agent)

Clauses 11.04 and 11.06 – Use of employer facilities (bargaining agent)

Clauses 13.02 and 13.05 (NEW) – No discrimination (employer)

Clause 16.04 – Entitlement to vacation leave with pay (bargaining agent)

Clause 16.05 – Scheduling of vacation leave with pay (bargaining agent)

Clause 16.08 – Liquidation of vacation leave with pay (bargaining agent)

Clause 16.09 – Recall from vacation leave with pay (bargaining agent)

Clause 16.12 – Cancellation of vacation leave (bargaining agent)

Clause 17.01 – Designated Holidays (bargaining agent)

Clause 18.02 – Bereavement leave (employer and bargaining agent)

Clause 18.03 – 18.07 – Maternity and parental leave (bargaining agent)

Clause 18.09 and 18.10 – Leave without pay for the care and nurturing of pre-school-age children and for the long-term care of immediate family (employer)

Clause 18.11 – Leave without pay for personal needs (bargaining agent)

Clause 18.12 – Leave with pay for family-related responsibilities (employer and bargaining agent)

Clause 18.17 – Personal leave (bargaining agent)

Clause 18.21 – Medical appointments (employer)

Clause 18.xx (NEW) – Leave without pay for relocation of spouse (bargaining agent)

Clause 18.xx (NEW) – Replication of time off granted to non-essential employees
(employer and bargaining agent)

Clause 19.01 – Sick leave credits (bargaining agent)

Clause 19.09 – Medical certificate (bargaining agent)

Clause 21.08 – Schedule change (bargaining agent)

Clause 21.11 – Rest periods (bargaining agent)

Clause 21.23 – Seniority Relief Assignments (employer)

Clause 22.09 – Change of time (bargaining agent)

Article 23 – Uniforms (employer and bargaining agent)

Clause 24.01 – Call-back pay (bargaining agent)

Clause 25.01 – Shift premium (bargaining agent)

Clause 25.02 – Weekend premium (bargaining agent)

Article 26 – Statement of duties (bargaining agent)

Clause 28.02 – Disciplinary meetings (bargaining agent)

Clause 28.03 – Evidence (bargaining agent)

Clause 28.04 – Sunset clause (bargaining agent)

Clause 28.06 (NEW) – Timelines (bargaining agent)

Article 29 – Grievance procedure (employer and bargaining agent)

Clause 40.01 – Definition of seniority (bargaining agent)

Clause 40.05 – Seniority list (bargaining agent)

Clause 40.06 (NEW) – Seniority on layoff (bargaining agent)

Article 41 – Duration (employer and bargaining agent)

NEW Article – Present conditions and benefits (bargaining agent)

NEW Article – Bilingual bonus (bargaining agent)

NEW Article – Social justice fund (bargaining agent)

NEW Appendix -Scheduling of Employees (bargaining agent)

NEW Memorandum of Agreement – Equipment premium (bargaining agent)

Appendix A – Wage grid restructuring (employer and bargaining agent)

Appendix A – Wage adjustment (employer and bargaining agent)

Appendix A – Economic increases

II. The Award

[7] In rendering its decision, the Board is guided by s. 53 of the *Act*, which reads as follows:

53 In the conduct of proceedings before it and in rendering an arbitral award in respect of a matter in dispute, the Board shall consider

(a) the needs of the employer affected for qualified employees,

(b) the need to maintain appropriate relationships in the conditions of employment as between different grade levels within an occupation and as between occupations of employees,

(c) the need to establish terms and conditions of employment that are fair and reasonable in relation to the qualifications required, the work performed, the responsibility assumed and the nature of the services rendered, and

(d) any other factor that to it appears to be relevant to the matter in dispute,

and, so far as consistent with the requirements of the employer, the Board shall give due regard to maintaining comparability of conditions of employment of employees with those that are applicable to persons in similar employment in the federal public administration.

[8] In its presentation, the bargaining agent emphasized the importance to the employees of a change to the scheduling system. It also emphasized the need for a significant monetary increase, given the change in the detection specialists' duties since the PPS became the employer.

[9] For its part, the employer emphasized its managerial prerogative under s.5(3) of the Act "...to determine the organization of the employer and to assign duties..." to counter the bargaining agent's scheduling proposal. The employer also reminded the Board that the scanners, as they were then known, were reclassified in 2015, following a change to their duties with the creation of the PPS. However, a subsequent assessment of duties allowed Detection Supervisors to reach a new level of remuneration, but the Detection Specialists failed to reach another level, by a few points. (The employer did mention that it had mandated a new study, and that the results would be communicated to the Board as soon as possible). Finally, in so far as monetary increases are concerned, the employer conceded that the economic increases should be in line with what had been granted in a previous arbitral award to another bargaining group represented by the House of Commons Security Service Employees Association (SSEA; see *House of Commons Security Services Employees Association v. Parliamentary Protective Service*, (2019 FPSLRB 104)). However, according to the employer, there is no need for additional remuneration.

[10] The Board believes that scheduling and remuneration are the two major issues to be resolved through this arbitration. The award will first deal with all the other outstanding issues and will then return to those two topics.

[11] Throughout the award, a strike through (~~striketrough~~) indicates a deletion, and bold (**bold**) characters in a clause indicate an addition or change in wording.

A. Clause 1.02 – Purpose and Scope of the Agreement (employer and bargaining agent)

[12] The current provision reads as follows:

1.02 The parties to this Agreement share a desire to improve the quality of services to the House of Commons and to promote the well-being and increased efficiency of its employees to the end that the House of Commons will be efficiently served. Accordingly, they are determined to establish within the framework provided by law, an effective working relationship at all levels of the House of Commons in which the members of the bargaining unit are employed.

[13] The employer proposed to change the designation of the employer and workplace in keeping with the legislative change of employer and related changes to duties; the Board agrees with this change.

[14] The bargaining agent suggested the following changes:

*1.02 The parties to this Agreement share a desire ~~to improve the quality of services to the House of Commons~~ and to promote the well-being and increased efficiency of its employees to the end that ~~the House of Commons~~ **Parliament** will be efficiently served. Accordingly, they are determined to establish within the framework provided by law, an effective working relationship at all levels of ~~the House of Commons~~ **Parliament** in which the members of the bargaining unit are employed.*

[15] The changes suggested by the bargaining agent will not be included in the arbitral award except to indicate that the goal is to serve the needs of Parliament. Therefore, clause 1.02 will read as follows:

*1.02 The parties to this Agreement share a desire to improve the quality of services to **Parliament Hill and throughout the Parliamentary Precinct** and to promote the well-being and increased efficiency of its employees to the end that **Parliament** will be efficiently served. Accordingly, they are determined to establish within the framework provided by law, an effective working relationship at all levels of the **Parliamentary Protective Service** in which the members of the bargaining unit are employed.*

B. Clause 2.01 (NEW) – Definition of “Immediate family” (employer)

[16] The employer proposed to add to Article 2 a definition of “immediate family” that would be applied wherever entitlement is granted to employees concerning their immediate family. The bargaining agent suggested that “immediate family” be defined under bereavement leave and various family-related leave provisions.

[17] The Board is of the view that the employer’s definition covers the inclusions that the bargaining agent wanted to add, and believes that a general definition is preferable. That said, the term “immediate family” should be modifiable if circumstances warrant it. The following definition will be added to clause 2.01:

“Immediate family”, unless otherwise specified in another clause, is defined as:

- i. spouse (including common-law spouse or same-sex partner);***
- ii. children (including foster children, stepchildren and children of spouse or common-law partner and ward of the employee) and grandchildren;***
- iii. parents (including step-parents or foster parents) of the employees, father-in-law, mother-in-law;***

- iv. brother, sister, stepbrother, stepsister;**
- v. grandparents of the employee;**
- vi. any relative permanently residing in the employee's household or with whom the employee permanently resides;**
and
- vii. a person who stands in the place of an immediate family member for the employee whether or not there is any degree of consanguinity between such person and the employee.**

C. Clause 7.02 Representatives' jurisdiction (bargaining agent)

[18] The bargaining agent has proposed the following changes to clause 7.02:

The PSAC and the Employer shall endeavour in consultation to determine the jurisdiction of each of its representatives, having regard to the plan of organization, the number and distribution of employees at the workplace and the administrative structure implied by the grievance procedure. ~~Where the parties are unable to agree in consultation, then any dispute shall be resolved by the grievance/adjudication procedure.~~

[19] This proposal will not be included in the arbitral award.

D. Article 9 - Technological change (bargaining agent)

[20] The bargaining agent proposed several changes to Article 9. The first, at clause 9.01, is as follows:

9.01 ~~Both parties recognize the overall advantages of technological change and will, therefore, encourage and promote technological change in the Employer's operations.~~ Where technological change is to be implemented, the Employer will seek ways and means of minimizing adverse effects on employees, which might result from such changes.

[21] The Board agrees with the suggested change. The first sentence of clause 9.01 will therefore be removed.

[22] The bargaining agent proposed the following change to clause 9.04:

9.04 The written notice provided for in clause 9.03 would provide the following information:

- (a) ...*
- (b) ...*
- (c) ...*

*(d) All other pertinent data relating to the anticipated effects on employees, **including employees' conditions of employment.***

[23] This proposal will not be included in the arbitral award.

[24] The bargaining agent proposed the following change to clause 9.05:

*9.05 As soon as reasonably practicable after notice is given under clause 9.03, the Employer shall consult **meaningfully** with the PSAC concerning the effects of the technological change referred to in clause 9.02.*

[25] This proposal will not be included in the arbitral award.

[26] The bargaining agent proposed the following change to clause 9.06:

9.06 When, as a result of technological change, ~~the Employer determines that~~ an employee requires new skills or knowledge in order to perform the duties of the employee's substantive position, the Employer will ~~make every reasonable effort to~~ provide the necessary training during the employee's working hours and at no cost to the employee.

[27] The Board agrees with the second change but not the first. Therefore clause 9.06 will read as follows:

9.06 When, as a result of technological change, the Employer determines that an employee requires new skills or knowledge in order to perform the duties of the employee's substantive position, the Employer will provide the necessary training during the employee's working hours and at no cost to the employee.

E. Clauses 10.01 and 10.02 – Seniority list and Copies of the collective agreement (employer)

[28] Under clause 10.01, the employer must provide to the PSAC, every January and July, a list of all employees including names, classifications and seniority. Under clause 10.02, the employer must supply each employee with a copy of the collective agreement. The employer proposed to replace those two clauses with a single clause that would read as follows:

10.01 The Employer agrees to make a copy of the signed Collective Agreement available electronically to all employees as soon as possible, after ratification.

[29] This proposal will not be included in the arbitral award.

F. Clause 10.04 – Orientation (bargaining agent)

[30] The bargaining agent proposed the following change to clause 10.04:

*10.04 As part of their orientation, a new employee will be granted a ~~fifteen (15)~~ **sixty (60)** minute period with pay, during normal working hours to meet with their shop steward or the local PSAC representative. When feasible, the orientation period will be scheduled to group a number of employees. **Such orientation with pay shall also be provided to employees who have been seconded or on leave without pay for a period of twelve (12) months or more.***

[31] This proposal will not be included in the arbitral award.

G. Clause 11.03 – Access to premises (bargaining agent)

[32] The bargaining agent proposed the following changes to clause 11.03:

11.03 ~~Except in cases of an urgent nature, A duly accredited representative of the PSAC shall provide the Employer with a 24-hour notice prior to be permitted access to the Employer's premises to assist in the resolution of a complaint or grievance, and to attend meetings called by management and to meet with employees. Permission to enter the premises shall, in each case be obtained from the Employer.~~

[33] The employer sought to maintain the status quo. The Board is of the opinion that the solution found in the arbitral award *Public Service Alliance of Canada v. House of Commons*, 2019 FPSLRB 121, at paragraph 18 is fair and reasonable, and its wording will be included in this award. It reads as follows:

11.03 Representatives of the PSAC shall have access to the Employer's premises at reasonable notice to and free from unreasonable interference from the Employer, at reasonable hours and in a manner that will not interfere with the normal operations of the Employer.

H. Clauses 11.04 and 11.06 – Use of employer facilities (bargaining agent)

[34] The bargaining agent proposed the following changes to clause 11.04 and the addition of clause 11.06:

*11.04 The Employer agrees to provide the local PSAC representatives with an Internet account **and a mailbox**. In recognition of their roles with the Union, the representatives will be allowed to use this account to communicate with ~~the National~~ PSAC representative.*

11.06 The PSAC Local shall be provided an office for its exclusive use on the Employer's premises. The office shall provide adequate space for the Union Local to execute its duties. The office shall provide access to the Internet (including email) and be secure.

[35] The bargaining agent argued that in the past, it had had an office. The employer submitted that it might not have available space for an office, as buildings and office space are managed by Public Services and Procurement Canada. The employer also found an online mailbox on its network to be a security issue.

[36] The Board will include the following language in the award:

11.04 The Employer agrees to provide the local PSAC representatives with an Internet account. In recognition of their roles with the Union, the representatives will be allowed to use this account to communicate with the PSAC representative.

11.06 The Employer will investigate whether the PSAC Local can be provided an office for its exclusive use on the Employer's premises and advise the Union.

I. Clauses 13.02 and 13.05 (NEW) – No discrimination (employer)

[37] The employer proposed a housekeeping change to clause 13.02, to replace “House of Commons” with “Parliamentary Protective Service” and change the title of the “Harassment Prevention Policy” to “Harassment Policy”.

[38] The Board awards those changes.

[39] The employer also proposed to add a new clause 13.05, which would read as follows:

13.05 It is not discriminatory practice for the Employer to adopt or carry out a special program, plan or arrangement designed to prevent disadvantages that are likely to be suffered by, or to eliminate or reduce disadvantages that are suffered by, any group of individuals when those disadvantages would be or are based on or related to the age, race, national or ethnic origin, colour, religious affiliation, sex, sexual orientation, gender identity or expression, marital status, family status, genetic characteristics, disability of members of that group, by improving opportunities respecting services, facilities, accommodation or employment in relation to that group.

[40] The bargaining agent opposed this addition. This proposal will not be included in the arbitral award.

J. Clause 16.04 – Entitlement to vacation leave with pay (bargaining agent)

[41] The bargaining agent proposed the following change to clause 16.04:

16.04 An employee is entitled to vacation leave with pay to the extent of the employee's earned credits but an employee who has completed six (6) months of continuous employment ~~may~~ shall receive an advance of credits equivalent to the anticipated credits for the current vacation year.

[42] This proposal will not be included in the arbitral award.

K. Clause 16.05 – Scheduling of vacation leave with pay (bargaining agent)

[43] The bargaining agent proposed to modify clause 16.05 by removing the following wording:

~~*House of Commons seniority for scheduling of vacation leave shall be deemed to have commenced on the date of hiring.*~~

[44] The bargaining agent also proposed to add another clause to Article 16 that would read as follows:

16.xx The Employer shall give an employee as much notice in writing as is practicable and reasonable of approval, denial, alteration or cancellation of a request for vacation leave. In the case of denial, alteration or cancellation of such leave, the Employer shall give the reason therefor in writing.

[45] The Board agrees to remove the paragraph concerning seniority. The Board awards the following wording for the new clause in Article 16:

16.xx The Employer shall give an employee as much notice in writing as is practicable and reasonable of approval, denial, alteration or cancellation of a request for vacation leave. In the case of denial, alteration or cancellation of such leave, upon written request of the employee, the Employer shall give the reason therefor in writing.

L. Clause 16.08 – Liquidation of vacation leave with pay (bargaining agent)

[46] The bargaining agent proposed to add the following language to clause 16.08:

(b) Employees may liquidate carried-over vacation leave credits at their discretion. Such liquidation shall be paid out no later than two (2) pay periods subsequent to the employee's request.

[47] The Board will not include this proposal in the arbitral award.

M. Clause 16.09 – Recall from vacation leave with pay (bargaining agent)

[48] The bargaining agent proposed a change to clause 16.09, as well as an addition, as follows:

(a) Where, during any period of vacation leave an employee is recalled to duty, the employee shall be reimbursed for reasonable expenses, as normally defined by the Employer that the employee incurs: ...

(c) Days of rest that fall within an employee's period of vacation leave shall be treated as vacation leave for the purpose of this clause and for the purposes of 16.05(b)(ii).

[49] The change to paragraph (a) is not awarded. Paragraph (c) will be awarded, with the addition of the words "For greater clarity" at the beginning of the paragraph.

N. Clause 16.12 – Cancellation of vacation leave (bargaining agent)

[50] The bargaining agent proposed the following changes to clause 16.12:

16.12 When the Employer cancels or alters a period of vacation leave which it has previously approved in writing, the Employer shall reimburse the employee for the non-returnable portion of vacation contracts and reservations made by the employee in respect of that period, subject to the presentation of such documentation as the Employer may require. ~~The employee must make every reasonable attempt to mitigate any losses incurred and will provide proof of such action if it is available to the Employer.~~

Any vacation leave cancelled by the Employer consistent with this clause shall be credited back to the employee.

[51] This proposal will not be included in the award.

O. Clause 17.01 – Designated Holidays (bargaining agent)

[52] The bargaining agent proposed to add two designated paid holidays to the list found at clause 17.01, Family Day and Indigenous Day.

[53] This proposal will not be included in the arbitral award.

P. Clause 18.02 – Bereavement leave (employer and bargaining agent)

[54] The bargaining agent proposed to define immediate family for the purpose of this clause with the addition of some family members to the current definition. The employer proposed to remove the definition from clause 18.02, since immediate family has already been defined at clause 2.01.

[55] The Board has awarded the employer's new definition of immediate family at clause 2.01. However, for the purpose of bereavement leave, the Board is of the view that two further inclusions should be made. The first sentence of clause 18.02 will therefore read as follows:

*For the purpose of this clause, immediate family is **as defined at clause 2.01, with the addition of daughter-in-law and son-in-law.***

[56] The bargaining agent proposed to amend subclauses (a) through (e) in the following manner:

*a) When a member of the employee's immediate family dies, an employee shall be entitled to **a bereavement leave with pay for a period of five (5) consecutive working days which does not extend beyond the day following the day of the funeral. Such bereavement leave, as determined by the employee, must include the day of the memorial commemorating the deceased, or must begin within two (2) days following the death.** During such period, the employee shall be paid for those days which are not regularly scheduled days of rest for ~~the~~ **that** employee. In addition, the employee may be granted up to ~~two (2)~~ **three (3)** days' leave with pay for the purpose of travel related to the death.*

*(b) ~~In special circumstances and~~ At the request of the employee, the five (5) day bereavement period may be moved beyond the day following the day of the funeral but must include the day of the funeral. **such bereavement leave with pay may be taken in a single period or may be taken in two (2) periods to a maximum of five (5) working days. When requested to be taken in two (2) periods,***

*i) **the first period must include the day of the memorial commemorating the deceased or must begin within two (2) days following death;***

and

*ii) **the second period must be taken no later than twelve (12) months from the date of death for the purpose of attending a ceremony.***

iii) The employee may be granted no more than three (3) days' leave with pay, in total, for the purposes of travel for these two (2) periods.

(c) An employee is entitled to one (1) day's bereavement leave with pay for the purpose related to the death of ~~their son-in-law, daughter-in-law,~~ **his or her** brother-in-law or sister-in-law **and grandparents of spouse.**

(d) If, during a period of ~~compensatory~~ **paid** leave, an employee is bereaved in circumstances under which ~~the employee~~ **he or she** would have been eligible for bereavement leave with pay under ~~paragraph (a), (b) or (c) of this clause,~~ the employee shall be granted bereavement leave with pay and ~~the employee's compensatory~~ **his or her paid** leave credits shall be restored to the extent of any concurrent **bereavement leave with pay granted.**

(e) It is recognized by the parties that the circumstances which call for leave in respect of bereavement are based on individual circumstances. On request, ~~Management~~ **the Employer** may, after considering the particular circumstances involved, grant leave with pay for a period greater than **and/or in a manner different than** that provided for in clauses 18.02(a) and (c).

[57] The Board agrees with the new wording proposed for subclauses (a) through (e) and so awards.

Q. Clause 18.03 – 18.07 – Maternity and parental leave (bargaining agent)

[58] The bargaining agent proposed to update the maternity and parental leave language to reflect legislative changes and to provide top up to 93% for the full eighteen months.

[59] This issue is being discussed within the core public administration. The Board believes that the parties will renegotiate this provision following the negotiations between the PSAC and the Treasury Board. The Board will remain seized for ninety (90) days in the event that the parties cannot come to an agreement.

R. Clause 18.09 and 18.10 – Leave without pay for the care and nurturing of pre-school-age children and for the long-term care of immediate family (employer)

[60] The employer proposed an important rewrite of the two clauses, effectively combining them into one. The bargaining agent asked for the status quo. Except for the changes noted below, the Board is of the view that the clauses should remain as they are. The following changes will be made to clauses 18.09 and 18.10:

18.09 Leave without Pay for the Care and Nurturing of Pre-School-Age Children

...

*(c) the total leave granted under this clause shall not exceed ~~one (1)~~ **five (5)** years during an employee's total period of employment in the ~~House of Commons~~ **Parliamentary Protective Service**;*

...

18.10 Leave without Pay for the Long-term Care of Immediate Family

(a) ...

(b) For the purpose of this clause, in addition to the definition of "Immediate family" contained in article 2, leave under this clause may be granted for care of any relative for whom the employee has a duty of care, irrespective of whether they reside with the employee.

S. Clause 18.11 – Leave without pay for personal needs (bargaining agent)

[61] The bargaining agent proposed to modify the first sentence of clause 18.11 in the following manner:

*Leave without pay ~~may~~ **shall** be granted for personal needs in the following manner: ...*

[62] This proposal will not be included in the arbitral award.

[63] The bargaining agent also proposed to replace "in the House of Commons" with "with the Employer" in subclause (c). The Board agrees with this change and it is so awarded.

T. Clause 18.12 – Leave with pay for family-related responsibilities (employer and bargaining agent)

[64] Both the employer and the bargaining agent proposed replacing the definition of family for the purposes of this clause. The Board is of the view that the employer's definition will cover all the persons listed by the bargaining agent. Therefore subclause (a) will read as follows:

(a) For the purpose of this clause, in addition to the definition of "Immediate family", contained in article 2, leave under this clause may be granted for care of any relative for whom the employee has a duty of care, irrespective of whether they reside with the employee.

[65] The bargaining agent requested changes to the circumstances under which leave would be granted, as well as the reinstatement of any paid leave should it occur when the employee is granted leave with pay for illness in the family. The bargaining agent

also proposed to extend the leave to six days from its current five days. The employer asked for the status quo.

[66] The Board believes the award in *Public Service Alliance of Canada* (2019 FPSLREB 121), offers a fair and reasonable solution. Consequently, the wording of the remainder of clause 18.12 will be as follows:

18.12 (a) [definition quoted earlier in this decision]

*(b) The total leave with pay which may be granted under **this clause** shall not exceed five (5) days in a calendar year.*

*(c) **Subject to (b) above**, the Employer shall grant **the employee** leave with pay under the following circumstances:*

(i) to take a family member for medical or dental appointments, or for appointments with school authorities or adoption agencies, if the supervisor was notified of the appointment as far in advance as possible;

(ii) to provide for the immediate and temporary care of a sick member of the employee's family and to provide the employee with time to make alternative care arrangements where the illness is of a longer duration;

(iii) to provide for the immediate and temporary care of an elderly member of the employee's family;

(iv) for needs directly related to the birth or the adoption of the employee's child;

(v) to attend school functions, if the supervisor was notified of the functions as far in advance as possible;

(vi) to provide for the employee's child in the case of an unforeseeable closure of the school or daycare facility;

(vii) to attend an appointment with a legal or paralegal representative for non-employment related matters, or with a financial or other professional representative, if the supervisor was notified of the appointment as far in advance as possible.

(d) Where, in respect of any period of compensatory leave, an employee is granted leave with pay for illness in the family under paragraph 18.12 (c) above, the period of compensatory leave so displaced shall either be added to the compensatory leave period, if requested by the employee and approved by the Employer, or reinstated for use at a later date.

U. Clause 18.17 – Personal leave (bargaining agent)

[67] The bargaining agent proposed the following change:

*18.17 (a) Subject to operational requirements as determined by the Employer and with an advance notice of at least five (5) working days, the employee will be granted, in each fiscal year, ~~a single period of up to seven (7) hours~~ **two (2) days** of leave with pay for reason of a personal nature.*

[68] This proposal will not be included in the arbitral award.

V. Clause 18.21 – Medical appointments (employer)

[69] The employer proposed the following changes:

*An employee shall be granted three (3) hours per visit with pay to attend medical or dental appointments **of preventative nature only**. Any hours spent at the medical or dental appointments beyond the three (3) hours may, at the employer's discretion, be deducted from the employee's sick leave. **Treatment of a specific complaint or condition should be deducted from the employee's sick leave credits.***

[70] This proposal will not be included in the arbitral award.

W. Article 18 (NEW) – Leave without pay for relocation of spouse (bargaining agent)

[71] The bargaining agent proposed the addition of a new clause at Article 18 that would grant an employee leave without pay when his or her spouse or common-law partner is relocated.

[72] This proposal will not be included in the arbitral award.

X. Article 18 (NEW) – Replication of time off granted to non-essential employees (employer and bargaining agent)

[73] The employer and the bargaining agent both proposed a new clause at Article 18 that would provide to employees who have to remain on duty a credit of leave equivalent to time off granted to employees not required to remain on duty. Both parties proposed the same language, except for an additional paragraph in the employer's proposal that specifies that the time off can be taken only as leave and at a time to which both the employer and employee agree. The Board will award the new clause with the employer's suggested wording. Therefore, it will read as follows:

If, during the life of the Collective Agreement, occasions arise where the Employer grants time off with pay to all its employees, and such time off cannot be applied to employees of the Protective Service because they are required to remain on duty, an equivalent amount of time off with pay will be credited

to such employees at the straight-time rate of compensation pay.

This time off with pay will be taken at times mutually agreeable to the Employer and the employee. These credits may only be taken as leave.

All employees will be entitled to be compensated based on the above except employees who are on leave.

Y. Clause 19.01 – Sick leave credits (bargaining agent)

[74] The bargaining agent proposed to increase the rate at which sick leave credits are earned. Presently, employees earn eight decimal seventy-five (8.75) hours for each calendar month for which they receive at least ten (10) days' pay. The bargaining agent proposed to increase the rate to nine decimal ninety-two (9.92).

[75] This proposal will not be included in the arbitral award.

Z. Clause 19.09 – Medical certificate (bargaining agent)

[76] The bargaining agent proposed to restrict the employer's right to ask for the production of a medical certificate to situations in which the period of absence exceeds three days. The employer asked for status quo; currently, there is no restriction on the request. The Board will award the following language:

19.09 (a) When an employee is asked to provide a medical certificate by the employer, the employee shall be reimbursed by the employer for the cost of the certificate.

(b) Unless the Employer has reasonable cause to believe that the employee has abused his or her sick leave entitlement, an employee may be asked to produce a medical certificate only for periods of absence in excess of three (3) consecutive days.

AA. Clause 21.08 – Schedule change (bargaining agent)

[77] The bargaining agent proposed the following changes:

21.08 An employee who is required to change their scheduled hours without receiving at least ~~five (5)~~ seven (7) calendar days' notice in advance of the starting time of such change in their scheduled hours shall be paid for the first shift worked on the revised schedule at the rate of time and one half (1 1/2), unless the first shift falls on a designated paid holiday, in which case the shift shall be paid as double (2) time. Subsequent shifts worked on the revised schedule shall be paid for at straight time, subject to the overtime provisions of this Agreement.

[78] The Board awards a notice of **five (5) working days**. Otherwise the clause remains unchanged.

BB. Clause 21.11 – Rest periods (bargaining agent)

[79] The bargaining agent proposed the following changes to clause 21.11:

*21.11 ~~Except where operational requirements do not permit, The Employer will provide rest periods during each~~ **three (3) hours worked** ~~working day or shift.~~*

[80] This proposal will not be included in the arbitral award.

CC. Clause 21.23 – Seniority Relief Assignments (employer)

[81] The employer proposed to remove entirely clause 21.23, which provides that relief assignments shall be scheduled using “reverse order of seniority” as the determining criterion. The bargaining agent asked for the status quo.

[82] This proposal will not be included in the arbitral award.

DD. Clause 22.09 – Change of time (bargaining agent)

[83] The bargaining agent proposed to remove clause 22.09, which provides that the biannual change of time in spring and fall does not affect the calculation of hours for the purpose of compensation. The employer agreed that the clause be removed.

[84] The Board awards the removal of clause 22.09 as agreed to by the parties.

EE. Article 23 – Uniforms (employer and bargaining agent)

[85] Both the employer and the bargaining agent have suggested changes to Article 23. To a large extent, both parties proposed the same language. Article 23 will read as follows:

23.01 All employees will be provided with an adequate quantity of uniform apparel and accessories to fulfill their roles and responsibilities.

23.02 All uniform apparel identified as eligible in Appendix U will be cleaned by the Employer.

23.03 All uniform apparel that have reached the end of their useful life due to normal wear and tear and/or deemed defective or destroyed or damaged in the line of duty will be replaced by the Employer as an exchange (except items listed as consumables in Appendix U) or repaired where possible.

23.04 All uniform apparel identified as an allocation in Appendix U will be available on an annual (calendar year) basis.

23.05 The employees shall wear issued items of clothing during working hours unless otherwise excused by the Employer, and shall be responsible for their upkeep except for the cleaning, laundering and repairs caused by normal wear and tear, which remain the responsibility of the Employer.

23.06 All uniform apparel and accessories identified as controlled goods in Appendix U are the property of the PPS, must remain within the Parliamentary Precinct locations and must be returned to the PPS upon retirement or termination of employment.

23.07 All uniform apparel and accessories identified as consumables in Appendix U may be retained by the employee upon retirement or termination of employment.

23.08 The Employer will put in place a Uniform Apparel and Accessories Working Group to make recommendations in order to continually work towards improving uniform apparel and accessories through research and development and ensure that the employees are equipped with the appropriate and modern uniform apparels as well as ensure it is provided in adequate quantity. The Union shall have a minimum of one (1) representative on the Working Group named by the Union. Time spent by employees in meetings of the Working Group shall count as time worked. Meeting times shall be mutually agreed upon.

23.09 The employer shall reimburse up to \$150 for sunglasses and up to \$350 for prescription sunglasses once every two years.

23.10 Any disagreement concerning the application or interpretation of this Article or of Appendix U will be submitted to the two (2) co-chairs of the Union Management Consultation Committee for consideration.

[86] The Board notes that the parties have made considerable progress in negotiating the issue of uniforms. This award does not preclude further discussion on the topic.

FF. Clause 24.01 – Call-back pay (bargaining agent)

[87] Under the current clause, employees are entitled to a minimum of three hours' pay at the applicable overtime rate. The bargaining agent proposed to increase this to four hours' pay, arguing that detection specialists work alongside protection officers, some of whom receive four hours' minimum compensation. The collective agreement with the SSEA provides for a minimum of three hours' pay, and four hours when the call-back occurs on a day of rest. The collective agreement with the Senate Protective

Service Employees Association (SPSEA) provides for a minimum of four hours' pay. The employer asked for the status quo.

[88] The Board awards the following language:

24.01 (a) When an employee reports to work as requested by the Employer, at a time which is not contiguous to the employee's work period or any time outside the employee's normal working hours the employee shall be entitled to the greater of:

(i) a minimum of three (3) hours' pay at the applicable overtime rate,

or

(ii) compensation at the applicable overtime rate for each hour worked.

(b) When an employee reports to work as requested by the Employer on a day of rest the employee shall be entitled to the greater of:

(i) a minimum of four (4) hours' pay at the applicable overtime rate,

or

(ii) compensation at the applicable overtime rate for each hour worked.

GG. Clause 25.01 – Shift premium (bargaining agent)

[89] The bargaining agent proposed to increase the shift premium for hours worked between 17:00 and 8:00. It is currently set at \$2.25 per hour; the bargaining agent proposed that it be set at 14.3% of the employee's basic hourly rate.

[90] The Board believes that an increase in the shift premium is warranted, in the following terms:

1. Effective April 1, 2017, the premium shall be two dollars and thirty cents (\$2.30) for all hours worked.

2. Effective April 1, 2018, the premium shall be two dollars and thirty-five cents (\$2.35) for all hours worked.

3. Effective April 1, 2019, the premium shall be two dollars and forty cents (\$2.40) for all hours worked.

HH. Clause 25.02 – Weekend premium (bargaining agent)

[91] The bargaining agent proposed the same increase in premium as in the last clause. The Board believes that the increase awarded in the last clause is warranted. The bargaining agent also sought to change the language in paragraph (b); that

language will remain the same. Therefore, the change to clause 25.02 will read as follows:

25.02 (a) Employees shall receive an additional premium ...

(i) 1. Effective April 1, 2017, the premium shall be two dollars and thirty cents (\$2.30) for all hours worked.

2. Effective April 1, 2018, the premium shall be two dollars and thirty-five cents (\$2.35) for all hours worked.

3. Effective April 1, 2019, the premium shall be two dollars and forty cents (\$2.40) for all hours worked.

(b) Weekend premium shall be payable in respect of all regularly scheduled hours at straight-time rates worked on Saturday and/or Sunday.

III. Article 26 – Statement of duties (bargaining agent)

[92] Article 26 states that upon written request, the employee is provided with a complete and current statement of duties. The bargaining agent proposed to add that this statement of duties shall be provided within 24 hours of the request being made.

[93] This proposal will not be included in the arbitral award.

A. Clause 28.02 – Disciplinary meetings (bargaining agent)

[94] The bargaining agent proposed new language for clause 28.02 that concerns disciplinary meetings. The current language is as follows:

28.02 When an employee is required to attend a meeting, the purpose of which is to:

(a) discuss a matter which may lead to a disciplinary sanction being imposed on the employee; or

(b) render a disciplinary decision concerning the employee.

The Employer shall advise the employee that the employee is entitled to have a representative of the PSAC attend these meetings.

An employee shall receive a written notice of at least twenty-four (24) hours of a meeting under (a) and (b) above.

[95] The bargaining agent proposed a new clause written as follows:

28.02 When an employee is required to attend a meeting, the purpose of which is to:

~~*(a) discuss a matter which may lead to a disciplinary sanction being imposed on the employee; or*~~

~~(b) render a disciplinary decision concerning the employee.~~

conduct a disciplinary, administrative or investigative hearing concerning him or her or to render a disciplinary decision concerning him or her, The Employer shall advise the employee that the employee is entitled to have, at his or her request, a representative of the PSAC attend these meetings. The An employee shall receive a **minimum of two (2) days' written notice of ~~at least twenty-four (24) hours of such a meeting under (a) and (b) above.~~**

[96] The employer opposed the change.

[97] Since administrative and investigative meetings may have major consequences for employees, the Board agrees to make changes to the clause, in the following manner:

28.02 When a meeting that an employee is required to attend may result in an investigation or in an administrative or disciplinary measure or is held to render a disciplinary decision concerning the employee, the employee is entitled to have, at his or her request, a representative of the PSAC attend the meeting. The Employer shall provide when possible at least forty-eight (48) hours' notice of such meeting.

B. Clause 28.03 – Evidence (bargaining agent)

[98] The bargaining agent proposed the following change to clause 28.03, concerning evidence in a hearing relating to disciplinary action:

28.03 The Employer agrees not to introduce as evidence in a hearing relating to disciplinary action ~~any document from the file of an employee, the content of which the employee was not aware of at the time of filing or within a reasonable period thereafter.~~

[99] This proposal will not be included in the arbitral award.

C. Clause 28.04 – Sunset clause (bargaining agent)

[100] The bargaining agent proposed the following change to clause 28.04, the sunset clause:

28.04 Any document or written statement related to disciplinary action, which may have been placed on the personnel file of an employee shall be destroyed after ~~two (2) years~~ **have one (1) year has elapsed since the disciplinary action was taken, ~~provided that no further disciplinary action has been recorded during this period.~~**

[101] This proposal will not be included in the arbitral award.

D. Clause 28.06 (NEW) – Timelines (bargaining agent)

[102] The bargaining agent proposed a new clause 28.06 to establish timelines for an investigation leading to disciplinary action. The employer opposed the inclusion of such a clause as unreasonable and unpractical. The proposed clause reads as follows:

28.06 (a) Unless otherwise mutually agreed upon, the Employer shall not take more than fourteen (14) calendar days to conduct an investigation and render a decision concerning the disciplining of an employee.

(b) No discipline may be imposed where the Employer has exceeded the timelines prescribed in (a) above.

[103] This proposal will not be included in the arbitral award.

E. Article 29 – Grievance procedure (employer and bargaining agent)

[104] The employer and the bargaining agent proposed a few changes to Article 29, which deals with the grievance procedure.

[105] In clause 29.03, the employer proposed the following change to the final level of the three-level procedure:

29.03 ...These steps shall be as follows:

(a) ...

(b) ...

*(c) Level 3 – ~~Clerk~~ **Speaker(s) or their** designate.*

[106] This proposal is awarded.

[107] In clause 29.04, the bargaining agent proposed the following change:

29.04 (a) A grievance of an employee shall not be deemed to be invalid by reason only that it is not in accordance with the form supplied by the Employer.

(b) A grievance shall be deemed to have been presented on the day on which it is postmarked and it shall be deemed to have been received by the Employer on the date it is delivered. Similarly, the Employer shall be deemed to have delivered a reply at any level on the date on which the letter containing the reply is postmarked, but the time limit within which the grievor may present his grievance at the next higher level shall be

calculated from the date on which the Employer's reply was delivered to the address shown on the grievance form.

[108] This proposal will not be included in the arbitral award.

[109] In clause 29.05. the bargaining agent proposed the following changes:

29.05 The Employer shall designate a representative at each level in the grievance procedure and shall inform each employee to whom the procedure applies of the name or title of the person so designated together with the name or title and address of the ~~immediate supervisor or~~ local officer-in-charge to whom a grievance is to be presented. This information shall be communicated to employees by means of notices posted by the Employer in places where such notices are most likely to come to the attention of the employees to whom the grievance procedure applies. For the purposes of this Article 'officer-in-charge' and 'first level of management' mean a representative of the Employer and therefore not a bargaining unit employee.

[110] This proposal is awarded.

[111] The bargaining agent proposed to strike out the reference to "immediate supervisor" in subclause 29.06(b). This proposal is awarded.

[112] The bargaining agent proposed the following timeline extensions: in clause 29.08, "fifteenth (15)" to be replaced by "twenty-fifth (25)"; in subclause 29.09 (a), "ten (10)" to be replaced by "twenty (20)"; and in subclause 29.09 (b), "fifteen (15)" to be replaced by "twenty-five (25)". These extensions will not be part of the arbitral award.

[113] The bargaining agent proposed to strike out "normally" in clause 29.10. This proposal will not be included in the arbitral award.

[114] The bargaining agent proposed the following new clause:

29.XX The timelines contained in 29.08 and 29.09 shall be extended should the grievor take leave. The extension shall be equivalent to the period of leave taken.

[115] This proposal is awarded.

[116] Finally, for Article 29, the bargaining agent proposed to add at clause 29.16 "rejects on probation" as a ground for a grievance. This proposal will not be included in the arbitral award.

F. Clause 40.01 – Definition of seniority (bargaining agent)

[117] The current definition of seniority reads as follows:

40.01 Seniority is defined as the length of an employee's continuous service with the House of Commons.

[118] The employer wished to maintain the status quo. The bargaining agent proposed the following definition:

40.01 Seniority shall be deemed to have commenced on the date of hiring with the Parliamentary Protective Service. Continuous employment with the House of Commons shall also count for the purposes of seniority accrual for all employees who were in the bargaining unit upon its transfer to the Parliamentary Protective Service.

[119] The employer's main objection to this new definition was that it did not take into account breaks in periods of employment. The Board will not pronounce on this clause. The parties will continue to bargain a definition that is satisfactory to them both. The Board will remain seized for ninety (90) days in the event that the parties cannot come to an agreement.

G. Clause 40.05 – Seniority list (bargaining agent)

[120] The bargaining agent proposed to increase the frequency at which the Employer provides a seniority list for the employees' information, with the following changes to clause 40.05:

40.05 A seniority list covering each occupational sub-group consisting of name, date from which seniority shall accumulate, total accumulated seniority and classification of each employee shall be maintained and revised each ~~year~~ month by the Employer and posted on bulletin boards.

[121] The Board is mindful of the fact that under clause 10.01, the Employer agrees to provide the PSAC with a seniority list, twice a year, in January and July. Consequently, the Board awards the following language for clause 40.05:

40.05 A seniority list covering each occupational sub-group consisting of name, date from which seniority shall accumulate, total accumulated seniority and classification of each employee shall be maintained and revised ~~each~~ twice a year by the Employer. The list will be submitted in January and July and posted in the workplace.

H. Clause 40.06 (NEW) – Seniority on layoff (bargaining agent)

[122] The bargaining agent proposed to add a new clause regarding seniority upon layoff. The clause would allow employees subject to layoff to retain their seniority for 24 months from the date of layoff.

[123] This proposal will not be included in the arbitral award.

I. Article 41 – Duration (employer and bargaining agent)

[124] Both parties agreed that the new collective agreement would expire on **March 31, 2020**. The Board so awards.

J. NEW Article – Present conditions and benefits (bargaining agent)

[125] The bargaining agent proposed a new article requiring meaningful consultation between the parties about contemplated changes to conditions of employment or working conditions not governed by the collective agreement. Moreover, the new provision would require the employer to make every reasonable effort to notify employees of any significant change affecting their working conditions with at least 30 days' notice.

[126] This proposal will not be included in the arbitral award.

K. NEW Article – Bilingual bonus (bargaining agent)

[127] The bargaining agent proposed to add to the collective agreement the payment of the bilingual bonus of \$800 which is paid to bilingual employees in the core public administration. The employer opposed this.

[128] This proposal will not be included in the arbitral award.

L. NEW Article – Social justice fund (bargaining agent)

[129] The bargaining agent proposed to add to the collective agreement the creation of a new Social Justice Fund, to be administered by the bargaining agent and funded by the Employer. The Employer opposed the proposal, arguing that it is not normative.

[130] This proposal will not be included in the arbitral award.

M. NEW Appendix -Scheduling of Employees (bargaining agent)

[131] The parties were opposed with respect to the scheduling issue, particularly with respect to the introduction of the concept of seniority into the scheduling procedure. Put briefly, at present, the employer uses a schedule that covers detection posts in different areas, with different shifts, and in a fashion “rotates” all the employees through it.

[132] The bargaining agent submitted that scheduling has been a continuous source of discord between the employees and the bargaining agent on the one hand, and the employer on the other. The bargaining agent noted that once a schedule is posted, employees are then invited to make their vacation requests. The posted schedule is then modified, and employees are reassigned from their regular duties. The order of posting the schedule followed by vacation allocation, according to the bargaining agent, results in exacerbating the required number of weekly changes in employees’ shifts, and in employees then being removed from their scheduled assignments and moved to different work times or locations or both. The bargaining agent suggested it is more sensible to first entertain vacation requests *before* posting a schedule.

[133] Moreover, submitted the bargaining agent, when a weekly change of duties occurs, employee seniority ought to be considered when determining the employee to be removed from his or her regular assignment.

[134] Finally, the bargaining agent suggested that given the differences between the schedule “lines” to which employees are assigned, which can include both shift and post differences, employees should be able to use their seniority when bidding for preferential schedule lines. In the bargaining agent’s view, seniority is a well-established principle and a normative benefit of collective bargaining. Increased length of service with an employer, noted the bargaining agent, typically results in employment advantages to more senior employees. In support of its proposal, the bargaining agent set out several collective agreement provisions in place on Parliament Hill that resulted from either voluntary agreements or arbitral awards. The bargaining agent submitted that its proposals are supported by the fundamental arbitral principles of comparability and demonstrated need.

[135] The employer saw matters differently. First, it noted that the bargaining agent’s proposals pay no heed to important criteria that the employer is obligated to consider

when scheduling employees, which are gender and technical certification requirements. In the employer's view, considering these factors is paramount in scheduling employees, and they should not be made subordinate to seniority. Moreover, noted the employer, the bargaining agent's proposal would allow employees to "own" (as the employer put it) their line on the schedule, putting an end to rotating employees through the posts. The employer submitted that the rotation allows employees to obtain the requisite skills and experience to work on all posts.

[136] The Board begins by noting that both parties consider their positions as embodying fairness as a principle. The bargaining agent considers seniority, and conferring greater advantages upon longer-service employees, as a system that distributes advantages in an objective and transparent manner and that rewards employees who have provided longer service to the employer. Moreover, the bargaining agent considers introducing seniority into the scheduling process as reflecting what exists elsewhere throughout collective bargaining, including upon Parliament Hill, thus treating these employees in a manner similar to their comparators. On the other hand, the employer considers its present practice fair in that employees are treated similarly regardless of length of service.

[137] From the Board's point of view, the arbitral principle of replication suggests that the scheduling provisions should be altered in a manner that gives weight to seniority and thus makes the provisions accord more with comparators on Parliament Hill, and with collective bargaining generally. Having said that, the Board has no intention at this point of standing in the parties' place and drafting their scheduling provisions for them. Instead, the Board sets out as follows its findings and directs the parties to draft a scheduling provision that conforms to these findings:

1. The employer is entitled to ensure that its schedule addresses gender and technical certification requirements. A condition to the application of seniority will always be that *bona fide* gender and technical certification requirements are first met.
2. The allocation of vacation entitlement shall precede the publication of the final schedule. The Board notes that this should serve to reduce the number of weekly changes of duty assignments that subsequently arise.
3. In the event that a weekly change of duties should arise, the employer may choose to seek volunteers. However, in the event of an involuntary assignment

for a weekly change of duties, this shall be done on the basis of reverse order of seniority, subject of course to the satisfaction of gender and technical certification requirements.

4. The Board agrees with the bargaining agent that employees should be able to exercise their seniority to bid upon work schedules. In line with the House of Commons Operations and Postal agreement with the same bargaining agent, we direct that a bidding process be introduced, by not later than the end of the current calendar year, to take place after that every six (6) months.
5. Finally, the Board has not been convinced of any *bona fide* necessity for employees to constantly rotate through different shifts and/or posts. The employer has not demonstrated sufficient difference in duties between posts, or between shifts, that would require a constant rotation of employees. Should a difference in duties require that employees be given brief work experience to acquire a skill, the employer could assign an employee for familiarization for the necessary period, without breaching the collective agreement. The parties may continue the rotation should they choose. However, the Board does not find that, as the employer urges it to find, rotation is necessary or even preferable and therefore should be preserved. Moreover, a change to the current rotational system such that employees are regularly assigned to specific shifts and posts may serve to lessen the frequency or extent of bidding required.

[138] The Board directs the parties to draft a collective agreement provision that conforms to the Board's findings and remains seized for a period of ninety (90) days in this respect. The bargaining agent and employer in this case are represented by, respectively, a seasoned labour representative and senior counsel at a leading labour law firm. The Board anticipates that they will be able to marshal their experience, talent, and willingness to compromise in order to finalize a new collective agreement provision that accords with the Board's findings. However, should the parties be unable to reach an agreement, this issue may be remitted within the ninety (90) days following the issuance of the award.

N. NEW Memorandum of Agreement – Equipment premium (bargaining agent)

[139] The bargaining agent proposed a new Memorandum of Agreement whereby the employer would provide a premium of \$300 per month for the employees "... to get into uniform, retrieve equipment and attend their duty prior to the commencement of their shift" as well the reverse at the end of the employee's shift.

[140] This proposal will not be included in the arbitral award.

O. Appendix A – Wage grid restructuring, Wage adjustment and Economic increases (employer and bargaining agent)

[141] In addition to those factors the consideration of which is mandated by statute, the Board has considered various facts specific to this case that have been of assistance to it in reaching its decision.

1. In 2019, an arbitral award was issued between the same employer and the SSEA (2019 FPSLREB 104) that provided for certain salary enhancements beyond the general across the board annual percentage increases, including the awarding of an additional four percent (4%) step to the salary grid for all employees.
2. Within this bargaining unit, a job analysis study was completed which resulted in the upward reclassification of the Detection Supervisors from Level G to Level F.
3. After the hearing, but before the issuance of this award, the Board was informed by the employer that following a job analysis carried out by the Korn Ferry Hay Group (KFHG), it would reclassify the Detection Specialists from Level H to Level G, effective July 1, 2017.
4. At the hearing, the employer amended its position to propose an additional step on the grid of 4%, in line with the 2019 SSEA award. The employer had also amended its position to include the same economic increases as in the 2019 SSEA award, namely, 1.5%, 2% and 2% for 2017, 2018 and 2019 respectively. When informing the Board of the Detection Specialists' reclassification, the employer noted that these amendments had been proposed with a view to the whole compensation package, which at the time did not include the reclassification.
5. The bargaining agent has asked for a reduction of the grid, from a 7-step to a 4-step grid. Approximately 50% of the Detection Specialists are clustered at the starting increment and the first annual increment after, with the plurality (approximately one-third of the classification) still at the first-year rate.

IV. Decision of the Board

[142] The Board will not award the bargaining agent's proposal to reduce the number of incremental steps on the grid.

[143] The award will be as follows:

Effective April 1, 2017, 1.5% increase to all wage rates.

For clarity, effective July 1, 2017, the wage grid for Detection Specialists will be as follows:

	1	2	3	4	5	6	7
July 1, 2017	51,003	53,044	55,165	57,373	59,667	62,052	64,635
April 1, 2017	45,714	47,540	49,443	51,420	53,476	55,616	57,842

Effective April 1, 2018, 2% increase to all wage rates.

On that date, add an additional step to each salary level of 4%.

Effective April 1, 2019 2% increase to all wage rates.

V. General

[144] The Board will remain seized of this matter for a period of ninety (90) days from the date of this award in the event that the parties encounter any difficulties in its implementation. As part of their implementation consultations, the parties may agree to alternate language for the collective agreement that achieves the same purpose as that contained in this arbitral award and may use article 37 (“Agreement Reopener”) to incorporate that language into the collective agreement.

June 23, 2020.

**Marie-Claire Perrault.
For the Federal Public Sector Labour
Relations and Employment Board**