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*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 Library of Parliament, as employer,
in respect of all employees in the Library Science (Reference) and Library Science
(Cataloguing) Subgroups in the Research and Library Services Group bargaining unit
and the Library Technician Sub-group in the Research and Library Services Group and
all employees in Clerical and General Services

Indexed as
Public Service Alliance of Canada v. Library of Parliament

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

For the Bargaining Agent: Morgan Gay and Silja Freitag, Public Service Alliance of
Canada

For the Employer: Carole Piette, counsel, and Jean-Michel Richardson, co-counsel

Heard via videoconference,
February 3, and June 26, 2023.
Further submissions received July 26 and August 16 and 23, 2023.

ARBITRAL AWARD

I. Matter before the Board

[1] This arbitral award concerns two bargaining units: the Library Science (Reference) and Library Science (Cataloguing) Sub-groups in the Research and Library Services Group bargaining unit (LS), and the Library Technician Sub-group in the Research and Library Services Group and all employees in Clerical and General Services (CGS-LT). On the whole, the demands are the same for both bargaining units; when necessary, a distinction will be made between their demands.

[2] The LS bargaining unit is composed of approximately 52 employees. They work in 3 service areas: Parliamentary Information and Research Service (PIRS); Information, Documentation and Resource Service (IDRS); and Corporate Services. Librarians in PIRS provide information to parliamentarians and their staff, while librarians in IDRS are responsible for catalogues and electronic databases, providing support to employees in PIRS.

[3] On August 30, 2020, the Public Service Alliance of Canada (“the bargaining agent” or PSAC) served notice to bargain on the Library of Parliament (“the employer”) pursuant to s. 37 of the *Parliamentary Employment and Staff Relations Act* (R.S.C., 1985, c. 33 (2nd Supp.); *PESRA*) on behalf of the LS bargaining unit.

[4] Negotiations began in November 2021; the parties met for a total of six bargaining sessions. Impasse was reached in July 2022.

[5] The CGS-LT bargaining unit comprises approximately 83 employees. They work in the same three service areas as do the members of the LS bargaining unit. Employees classified as Library Technicians (LT) do research, reference work, cataloguing, and other related tasks in support of librarians. Employees classified as Clerical and General Services (CGS) work as clerks and administrative assistants and as Information Technology (IT) support, graphic design, and call centre workers.

[6] On August 30, 2020, the bargaining agent served notice to bargain on the employer on behalf of the CGS-LT bargaining unit. Negotiations began in December 2021; the parties met for a total of five bargaining sessions. Impasse was reached in July 2022.

[7] Both collective agreements expired on August 31, 2020.

[8] By letter of July 7, 2022, the bargaining agent applied to the Federal Public Sector Labour Relations and Employment Board (“the Board”), requesting arbitration pursuant to s. 50 of the *PESRA* for both bargaining units.

[9] On September 29, 2022, the Chairperson of the Board issued two decisions, 2022 FPSLRB 80 and 2022 FPSLRB 81, establishing this arbitration board and listing the matters to be decided in this award.

[10] On January 30, 2023, the bargaining agent advised the Board and the employer that it was withdrawing its proposal on article 10.

[11] The following proposals remain outstanding. Unless otherwise specified, the articles are common to both collective agreements.

Article 17 - Vacation Leave

Article 18 - Designated Paid Holidays

Article 19 - Other Leave With or Without Pay

Article 20 - Sick Leave

Article 21 - Education Leave Without Pay and Career and Professional Development Leave

Article 23 - Hours of Work

Article 26 (CGS-LT) / 36 (LS) - Shift Premium

Article 34 (CGS-LT) - Health and Welfare Plans

Article 38 (CGS-LT) / 35 (LS) - Use of Taxis

Article 39.01 (LS) / Appendix XX (CGS-LT) - Telework and Remote Work

Article 41.01 (CGS-LT) / 40.01-0-40.02 (LS) - Duration

Appendix XX - Implementation of the collective agreement

Appendix XX - Lump Sum Payment for Phoenix

Appendix XX - Social Justice Fund

Appendix A - B - Rates of pay

II. The award

[12] The Board opted for a global approach to settle this matter. We are mindful of s. 53 of the *PESRA*, 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.

[13] In particular, the Board sought to replicate what has occurred in the course of bargaining in the federal public administration.

[14] When it considered the parties' respective positions to reach an award that the Board unanimously considers fair to both parties, the Board decided to maintain the status quo for a number of existing provisions. This is not to say that the proposals were without merit. They may be raised again in the course of future bargaining rounds. Obviously, a bargained solution is preferable to one imposed by a third party. We hope that with further reflection, the parties will be able to agree on the way forward for a number of issues that remain to be settled. With this in mind, the following is our award. For modifications to the collective agreements' language, bold type indicates what is added, and strikeout indicates what is deleted.

A. Articles for which the status quo is preserved

17.04 - Fractional Entitlement

17.07 - Carry-Over Provisions

18.05 - Time Value of a Designated Paid Holiday

19.15 (CGS-LT) / 19.14 (LS) - Court Leave

19.20 (CGS-LT) / 19.19 (LS) - Medical and Dental Appointments

19.22 (CGS-LT) / 19.20 (LS) - Deferred Leave

20.03 - Advanced Sick Leave Credits

21.03 - Education Leave Allowance

21.07 - Tuition Fees

21.08 - Attendance at Conferences and Conventions

23.02 - Annual Schedule

23.04 - Rest Periods

26.01-26.02 (CGS-LT) / 36.01-36.02 (LS) - Shift Premium

29.19 (Only in the French version) (LS) - Grievance Procedure

Article 38 (CGS-LT) / 35 (LS) - Use of Taxis

Appendix A - Wage Grid Restructuring

B. Articles for which a change is made

1. 18.01 - List of designated paid holidays

[15] The parties agree to add the **National Day for Truth and Reconciliation** (September 30) to the list of designated paid holidays. That is the only change made to the list.

2. 19.24 - Personal Leave

[16] The wording is changed to read as follows:

*Subject to operational requirements and with an advance notice of at least five (5) working days, the employee shall be granted, in each fiscal year, a single period of one (1) working day of leave with pay for reasons of a personal nature. **Such leave may be taken in half-day or full-day segments.***

3. 20.09 - Medical Certificates

[17] The bargaining agent proposes to add wording that a medical certificate can be required only after three consecutive days of absence, unless the employer has reasonable cause to believe that the employee has abused the sick leave entitlement.

[18] The employer opposes the proposal.

[19] The bargaining agent's proposal is normative and is awarded. The clause will now read as follows:

20.09 Medical Certificates:

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.

4. 23.01 Hours of work (CGS-LT) - General

[20] At the request of both parties, the words "Effective 1 November 1999" that appear at clause 23.01c) shall be removed. Otherwise, the article remains unchanged.

5. 34.01 - 34.04 - Dental Plan (CGS-LT)

[21] At the present time, different provisions apply to the LT and CGS groups. The parties wish to make them uniform, although to different ends.

[22] The bargaining agent seeks to have the CGS provision apply also to the LT group, while the employer seeks the reverse.

[23] The Board agrees that the same provision should be applicable to both groups and considers the employer's proposal the more normative. Therefore, the employer's proposal is awarded.

[24] The clauses will read as follows:

~~*The Following shall apply to employees in the CGS group:*~~

34.01 Dental Plan:

Employees shall become members of the Dental plan which has been extended to employees in the same manner as to employees in the Public Service of Canada. ~~The Employer will pay the full share of premiums.~~

~~34.02 a) Current practices will prevail for the duration of this Agreement, except that any changes in medical, hospital and disability plans, including the premium payable by employees, applicable to the majority of those employed in the Public Service of Canada for whom Treasury Board is the employer, will, during the life of this Agreement, be applicable to the employees under this Agreement.~~

~~b) An employee who, prior to the signing of this collective agreement, was covered under the terms of the Public Service Management Insurance Plan shall continue to be so covered, and shall be entitled to receive any improvement made in respect to the Public Service Management Insurance Plan during the term of this Agreement, unless he/she wishes to cancel his/her coverage.~~

~~The following shall apply to employees in the LT group:~~

~~34.03 Dental Plan:~~

~~In co-operation with the Alliance, the Employer undertakes to seek the Treasury Board Secretariat's approval to extend the Dental Plan to the employees in the same manner as it was extended to those of the Public Service of Canada.~~

Furthermore, the Employer undertakes to pay the same share of premium costs as paid by the Treasury Board of Canada in respect of employees of the Public Service of Canada.

34.02 a) Current practices will prevail for the duration of this Agreement, except that any changes in medical, hospital and disability plans, including the premium payable by employees, applicable to the majority of those employed in the Public Service of Canada for whom Treasury Board is the employer, will, during the life of this Agreement, be applicable to the employees under this Agreement.

b) An employee who, prior to the signing of this collective agreement, was covered under the terms of the Public Service Management Insurance Plan shall continue to be so covered, and shall be entitled to receive any improvement made in respect to the Public Service Management Insurance Plan during the term of this Agreement, unless he/she wishes to cancel his/her coverage.

C. Articles that shall not be added

19.XX - Pre-Retirement Transition Leave

Appendix XX - Memorandum of Understanding With Respect to a Lump Sum Payment (Phoenix pay system)

Appendix XX - Social Justice Fund

Appendix XX -Memorandum of Understanding with respect to the
Implementation of the Collective Agreement

D. Articles that shall be added

1. 19.XX - Leave for Traditional Indigenous Practices

[25] We leave it to the parties to draft language in line with the settlement agreement between PSAC and the Treasury Board that provides two days of paid leave and three days of unpaid leave (new article 55 in the PA collective agreement expiring June 20, 2025).

E. Articles that may be added

1. Article 39.01 (LS) /Appendix XX (CGS-LT)- Telework and Remote Work - Letter of Understanding

[26] The bargaining agent seeks to amend Article 39.01 in the LS collective agreement and incorporate a letter of understanding in the CGS-LT collective agreement. The proposed article and letter of understanding have the same terms concerning on telework and remote work (as defined in the employer's telework policy), to ensure a recourse to employees who are denied that opportunity. The proposal would provide for consultation mechanisms between the employer and bargaining agent concerning telework and remote work. The first clause of the article and the first statement of the letter of understanding read as follows: "The Employer shall not unreasonably deny employee requests to telework."

[27] The employer has already developed a telework policy as a result of what it describes as extensive consultation with the bargaining agent.

[28] The Board believes that this matter is best remitted to the parties to negotiate, with the possibility of coming back to the Board for a decision within a period of 90 days from the date of this award if they cannot agree.

[29] In drafting their agreement, the parties should keep the following considerations in mind.

[30] Any telework agreement must take into account these elements:

- the requirements of the Library of Parliament, which offers all-important services to parliamentarians, who are the custodians of Canadian democracy;
- the *Letter of Agreement with respect to Virtual Work Arrangements* signed by PSAC and the Treasury Board; and
- the existing Library of Parliament 2021 *Telework Policy*.

[31] The Board is more likely to accept a proposal that fairly takes into account the interests of both the employer and the employees.

F. Article 41.01 (CGS-LT) / 40.01-0-40.02 (LS) - Duration

[32] The bargaining agent asks for an expiry date of August 31, 2023. The employer asks for an expiry date of August 31, 2022. The Board asked for submissions to consider an expiry date of August 31, 2024.

[33] In the end, the Board has decided that the term of the collective agreements will be August 31, 2025.

[34] Section 58 of the *PESRA* provides as follows:

58 (1) *The Board shall, in respect of every arbitral award, determine and specify therein the term for which the arbitral award is to be operative and, in making its determination, it shall take into account*

(a) *where a collective agreement applicable to the bargaining unit is in effect or has been entered into but is not yet in effect, the term of that collective agreement; and*

(b) *where no collective agreement applying to the bargaining unit has been entered into,*

(i) *the term of any previous collective agreement that applied to the bargaining unit, or*

(ii) *the term of any other collective agreement that to the Board appears relevant.*

(2) *No arbitral award, in the absence of the application thereto of any criterion referred to in paragraph (1)(a) or (b), shall be for a term of less than one year or more than two years from the day on and after which it becomes binding on the parties.*

[35] The Board relies on ss. 58(1)(b)(ii) and (2) to set the term.

[36] The previous collective agreements expired on August 31, 2020. This award is being issued over three years after that expiry. The collective bargaining regime is ill-

served if the parties are always playing catch-up in order for the collective agreement to be relevant to the bargaining unit members and meet their needs.

[37] The interests of the employees and of the employer are best served at the bargaining table. They are in the best position to know the workplace and the working conditions. We wish, by setting a date in 2025, to allow the bargaining process to unfold as it should.

[38] As stated in s. 58(1)(b)(ii) of the *PESRA*, "...the Board shall take into account... the term of any other collective agreement that to the Board appears relevant."

[39] PSAC has just concluded a number of collective agreements with federal public service employers. Their terms extend to 2025. The economic pattern has been set for the federal public service, and we see no good reason not to follow it in this award, to offer fair working conditions to the bargaining unit members.

G. Appendix A – B – Rates of pay

[40] The Board considered both parties' proposals. The wage grid restructure requested by the bargaining agent will not be awarded.

[41] In the end, we have decided to follow the patterns set through bargaining. For 2020 and 2021, we adopt the economic increase that the employer negotiated with the Canadian Association of Professional Employees. For the years 2022, 2023, and 2024, we follow the pattern set by the agreements between PSAC and the Treasury Board.

[42] Consequently, the following increases are awarded:

September 1, 2020: 2% economic increase

September 1, 2021: 2% economic increase

September 1, 2022: 3.5% economic increase, plus 1.25% wage adjustment

September 1, 2023: LS Group: 3% economic increase, plus 1% wage adjustment

CGS-LT Group: 3%, plus 0.5% wage adjustment

September 1, 2024: 2% economic increase, plus 0.25% wage adjustment

(Note that the wage adjustments are compounded.)

[43] The Board has also considered the lump-sum allowance that was agreed to by the Treasury Board and PSAC in consideration notably for the marked inflation during the years covered by this award. Consequently, a one-time pensionable \$2500 lump sum allowance will be paid to all employees in the bargaining unit effective on the date of the award.

III. General

[44] The Board will remain seized of this matter for a period of 90 days, in the event that the parties encounter any difficulties implementing the arbitral award.

October 13, 2023.

**Marie-Claire Perrault,
for the Federal Public Sector
Labour Relations and Employment Board**