

BETWEEN

RESEARCH COUNCIL EMPLOYEES' ASSOCIATION

Bargaining Agent

and

NATIONAL RESEARCH COUNCIL OF CANADA

Employer

Request for Arbitration - The Administrative Support (AD) Group

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

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

For the Employer: Russell MacCrimmon, Counsel

Heard at Ottawa, Ontario,
April 17 and 18, 2007.

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

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

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

[4] Following an amendment to the bargaining agent's submission, and comment by the employer, the Chairperson of the Public Service Labour Relations Board issued the terms of reference of the arbitration board on January 9, 2007 (2007 PSLRB 04).

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

[6] A hearing was set down for April 17 and 18, 2007, to hear and determine the issues in dispute.

[7] The parties agreed that the following issues were in dispute and were properly before this arbitration board:

1. Conversion from "days" to "hours" and from "fractions" to "decimals" for the following articles:
 - a. Article 30 - Leave General (new provisions and re-numbering)
 - b. Article 31 - Vacation Leave
 - c. Article 33 - Sick Leave (agreement of parties on October 3, 2006, to delete clauses 33.2.2.1 and 33.2.2.2)
 - d. Clause 35.17 - Leave With Pay for Family-Related Responsibilities
 - e. Clause 35.18 - Marriage Leave With Pay
 - f. Clause 35.19 - Volunteer Leave
 - g. Clause 35.20 - Personal Leave
 - h. Clause 35.22 - Medical Appointment for Pregnant Employees
 - i. Article 36 - Hours of Work (including re-introduction of clause 36.8 and new provision under clause 36.8.8.(1)(g))

- j. Clause 39.11 - Overtime Compensation on a Workday
- k. Clause 39.14 - Overtime Compensation on a Day of Rest
- l. Clause 39.20 - Monetary Compensation or Leave With Pay (removal of words "by cheque")
- m. Clause 44.5.2 - Pay Increments

- 2. Article 44 - Pay Administration
- 3. Article 40 - Clause 40.5
- 4. Article 60 - Duration
- 5. Rates of Pay
- 6. Signing Bonus
- 7. Marriage Leave conversion to five (5) days of annual leave.

[8] At the outset of the hearing, with the assistance of the arbitration board, the parties were able to reach agreement on all the outstanding issues noted above, with the exception of the following: Pay (specifically the economic increase to be applied to the third year), a Signing Bonus, and Marriage Leave conversion to five (5) days of annual leave.

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

[10] With respect to Duration, the parties agreed that the collective agreement would be for a three-year period, expiring on April 30, 2008.

[11] With respect to the issue of Marriage Leave conversion to five (5) days of annual leave, the bargaining agent proposed the following:

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

(b) Transitional Provisions

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

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

[12] The employer opposed this request.

[13] The arbitration board determines that the bargaining agent's proposal in sub-clauses 31.1.2(a) and (b) shall be included in the collective agreement. In addition, at the hearing the bargaining agent agreed to withdraw its proposal under clause 31.1.2(c); consequently, that proposal shall not be included in the collective agreement.

Signing Bonus

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

[15] The employer opposed the issue of a signing bonus.

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

Economic Increases

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

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

[18] The employer proposed economic increases as follows:

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

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

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

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

May 14, 2007.

**Joseph W. Potter,
Chairperson**