

BEFORE THE PUBLIC SERVICE LABOUR RELATIONS BOARD

B E T W E E N:

**PUBLIC SERVICE ALLIANCE OF CANADA, AND
CUSTOMS AND IMMIGRATION UNION**

(the "Complainants")

-and-

**HER MAJESTY THE QUEEN IN RIGHT OF CANADA AS REPRESENTED BY TREASURY
BOARD
(CANADA BORDER SERVICES AGENCY)**

(the "Respondent")

MEMORANDUM OF AGREEMENT RE INTERIM RELIEF

Whereas the Complainants presented a complaint on May 12, 2014 (Board File No: 561-02-685), alleging interference within the meaning of section 186 of the *Public Service Labour Relations Act* ("PSLRA") in relation to communications from the Respondent regarding the arming initiative;

And whereas the Complainants requested interim relief pending the outcome of the complaint on its merits;

And whereas a hearing on the issue of interim relief is scheduled to take place on September 3-4, 2014;

The parties hereby agree to abide by the following, until the hearing on September 3-4, 2014, or until the complaint is otherwise finally resolved:

1. The Respondent shall not place any employee on leave without pay as a result of that employee's failure to pass any component of the arming training, including the Minnesota Multiphasic Personality Inventory-2 ("MMPI") assessment, if: that employee was hired prior to August 31, 2007; or, that employee is unable to complete the arming

training due to a *CHRA* requirement.

2. Any employee who requests retirement or accepts a demotion shall be advised to contact an LRO at the CIU National Office and obtain advice regarding their circumstances and their rights under the Collective Agreement. Acceptance of such resignation or demotion shall be conditional upon the employee confirming that he/she wishes to maintain his/her original decision.

3. Employees who have, at the date hereof, requested retirement or accepted a demotion may revoke such request or withdraw such acceptance if their decision was based on a misrepresentation by the Respondent of their rights under the Collective Agreement.


4. The Respondent shall not require employees to undergo MMPI assessments if they are incumbents of positions which are not designated by the employer as requiring arming training. In addition, the Respondent shall not require employees to undergo MMPI assessments for employees with long term accommodation needs related to the use and carrying of defensive equipment.

5. The Complainants and Respondent shall, between the date of the signing of this Agreement and September 3, 2014, meet and endeavour to reach an agreement regarding amendments to the Questions and Answers issued to employees by the Respondent in relation to the arming initiative.

6. This Agreement is without prejudice to the parties' positions on the merits of the complaint.

7. The Board shall remain seized to address any issues that arise regarding the interpretation, implementation or violation of this Agreement.

8. This agreement shall, for enforcement purposes, be deemed to form part of the existing Collective Agreement between the parties.


For the Union


For the Component


For the Respondent

August 1, 2014
Date

August 1, 2014
Date

1 Août 2014
Date