

**Date:** 20071115

**File:** 485-HC-36

**Citation:** 2007 PSLRB 111



*Parliamentary Employment and  
Staff Relations Act*

Before the  
Public Service Labour Relations Board

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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 House of Commons, as employer,  
in respect of the employees in the Reporting and Text Processing Sub-Groups in the  
Parliamentary Program Group

Indexed as  
*Public Service Alliance of Canada v.  
House of Commons*

**TERMS OF REFERENCE FOR ARBITRATION**

**To:** Dan Quigley, Joe Herbert and Ron Leblanc,  
Members of the Board for the purposes of the arbitration in the above-cited matter

**For the Bargaining Agent:** Morgan Gay, Public Service Alliance of Canada

**For the Employer:** Carole Piette, Counsel

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(Decided without an oral hearing)

## TERMS OF REFERENCE FOR ARBITRATION

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[1] By letter dated September 6, 2007, pursuant to section 50 of the *Parliamentary Employment and Staff Relations Act (PESRA)*, the Public Service Alliance of Canada requested arbitration for the bargaining unit consisting of all employees of the Employer in the Reporting and Text Processing Sub-Groups in the Parliamentary Program Group. In that same letter, the bargaining agent provided a list of the terms and conditions of employment that it wished to have referred to arbitration.

[2] On October 22, 2007 the Public Service Alliance of Canada wrote to the Board providing a revised version of the union's proposals with respect to the terms and conditions of employment specified in their original submission of September 6, 2007. That letter, the terms and conditions of employment and supporting material are attached hereto as SCHEDULE I.

[3] The House of Commons, pursuant to section 51 of the *PESRA*, provided additional terms and conditions of employment that it wished to have referred to arbitration in their letter of September 17, 2007. That letter, the terms and conditions of employment and supporting material are attached hereto as SCHEDULE II.

[4] By facsimile dated November 6, 2007, the counsel for the employer responded to the bargaining agent's revised proposals and maintained its positions regarding all remaining outstanding matters. That letter is attached hereto as SCHEDULE III.

[5] Accordingly, pursuant to section 52 of the *PESRA*, the panel of the Board established for the purpose of the arbitration in this matter is to render an arbitral award on those matters in dispute that are set out as outstanding in SCHEDULE I to SCHEDULE III attached hereto.

November 15, 2007.

**Casper Bloom, Q.C., Ad. E.,  
Chairperson**