

**Date:** 20130522

**File:** 485-HC-50

**Citation:** 2013 PSLRB 56



*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 Operational Group bargaining unit

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

**SUPPLEMENTARY ARBITRAL AWARD**

***Before:*** Steven B. Katkin, Joe Herbert and Jacques Sabourin, deemed to form the  
Public Service Labour Relations Board

***For the Bargaining Agent:*** Morgan Gay and David Alexandre Leblanc,  
Public Service Alliance of Canada

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

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By written submissions dated  
April 17, 2013.

## SUPPLEMENTARY ARBITRAL AWARD

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[1] On April 12, 2011, the Public Service Alliance of Canada (“the bargaining agent”) served notice to bargain on the House of Commons (“the employer”) on behalf of all employees of the Operational Group bargaining unit (“the bargaining unit”) under section 37 of the *Parliamentary Employment and Staff Relations Act, R.S.C. 1985, c. 33 (2<sup>nd</sup> Supp.) (PESRA)*. The last collective agreement for the bargaining unit expired on April 20, 2011.

[2] Negotiation sessions between the parties took place between September 19, 2011 and April 30, 2012.

[3] By letter dated June 26, 2012, pursuant to section 50 of the *PESRA*, the bargaining agent requested arbitration for the bargaining unit. Following an exchange of relevant materials, an arbitration board was established.

[4] The terms of reference for the arbitration board deemed to form the Public Service Labour Relations Board (“the Board”) were forwarded by the Chairperson of the Public Service Labour Relations Board to the Board members on November 7, 2012.

[5] A hearing of this matter was held on February 6, 2013. An Arbitral Award dated April 15, 2013 was issued to the parties on that same day in both French and English.

[6] On April 17, 2013, the representatives of the employer wrote to the Board to request clarification of the Arbitral Award in relation to clause 18.14 “One-time Vacation Leave Credit” (in English) and “Congé annuel unique” (in French). Specifically, the employer submitted that the French version and the English version of the Arbitral Award in relation to Article 18.14 were quite different. The employer suggested that the expressions “continuous employment” (in English) and “emploi continu” (in French) and “continuous service” (in English) and “service continu” (in French) did not mean the same thing and that this distinction between the French and English versions required clarification.

[7] The employer proposed that the English version of the Arbitral Award be amended to “continuous employment” to reflect the French use of “emploi continu”.

[8] The employer’s letter and a request for comments were sent to the bargaining agent representative asking them for their comments by April 25, 2013.

[9] The bargaining agent did not respond to the employer's request for clarification dated April 17, 2013.

[10] The Board has reviewed its Arbitral Award of April 15, 2013 and the letter of April 17, 2013 from the employer.

[11] As requested, the Board hereby provides the following clarification that will henceforth be considered as the Supplementary Arbitral Award in relation to clause 18.14.

[12] The Board hereby decides that the English version of clause 18.14 "One-Time Vacation Leave Credit" will be amended to correspond to the French wording and shall read as follows:

*18.14 One-time vacation leave credit*

- a) Employees with less than two (2) years of continuous employment and all new employees shall be credited a one-time entitlement of thirty-five (35) hours of vacation leave with pay upon reaching two years of continuous House of Commons employment.*
- b) Transitional Provisions*  
*Employees with more than two years of continuous House of Commons employment shall be credited a one-time entitlement of thirty-five (35) hours of vacation leave with pay.*
- c) The vacation leave credits provided in clauses 18.14 (a) and (b) above shall be excluded from the carry-over of vacation leave provisions stipulated in paragraph 18.08.*

[13] The French version of clause 18.14 will remain unchanged.

[14] The Board will remain seized of this matter for a period of two (2) months from the date of this Supplementary Arbitral Award in the event that the parties encounter any difficulties in its implementation.

May 22, 2013.

**Steven B. Katkin,  
for the Public Service  
Labour Relations Board**