

Date: 20130515

File: 485-HC-48

Citation: 2013 PSLRB 53



*Parliamentary Employment
and Staff Relations Act*

Before the Public Service
Labour Relations 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 House of Commons, as employer,
in respect of the bargaining unit composed of all employees of the Security Services
directorates of the House of Commons working as scanners

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

SUPPLEMENTARY ARBITRAL AWARD

Before: Linda Gobeil, 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

By written submissions dated
April 17 and 22, 2013.

SUPPLEMENTARY ARBITRAL AWARD

[1] On March 29, 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 Security Services directorate of the House of Commons working as scanners bargaining unit (“the bargaining unit”) under section 37 of the *Parliamentary Employment and Staff Relations Act (PESRA)*. The last collective agreement for the bargaining unit expired on March 31, 2011.

[2] Negotiation sessions between the parties took place on October 11 and 12, 2011, and on January 24 and 25 and March 6, 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 (“the Board”) were forwarded by the Chairperson of the Public Service Labour Relations Board on September 14, 2012 to the Board members.

[5] A hearing of this matter was held on February 4, 2013. An Arbitral Award dated April 5, 2013 was issued to the parties on that same day in both French and English.

[6] On April 17, 2013, representatives for the employer wrote to the Board to request clarification of the Arbitral Award in relation to clause 18.16 “One-time Vacation Leave Credit” (in English) and “Congé annuel unique” (in French). Specifically, the employer suggested that the French version and the English version of the Award in relation to Article 18.16 were quite different. The employer suggested that the expressions “continuous employment” “emploi continu” (in French) and “continuous service” “service continu” (in French) did not mean the same thing and that this distinction between the French and English versions needed to be clarified. In this same letter the employer also identified typographical concerns that will be addressed later in this supplementary arbitral award.

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

[8] This letter and a request for comments was sent to the bargaining agent representative asking them to provide their comments to the Board by April 25, 2013.

[9] By letter dated April 22, 2013, the bargaining agent also requested clarification from the Board in relation to paragraph [21] of the Arbitral Award.

[10] The bargaining agent requested that the Board clarify its intention at paragraph [21] when it specified that *“The Board has decided that the bargaining agent’s proposal will be included in the Arbitral Award as follows: ...”* In light of the fact that the language of what was awarded is different than the bargaining agent proposal at the hearing (Clause 18.18 Medical/Dental Leave), the bargaining agent requested that the Board clarify its intent with respect to this clause.

[11] The bargaining agent did not provide any other comments to the employer’s request for clarification dated April 17, 2013.

[12] The Board has reviewed its Arbitral Award of April 5, 2013, the letter of April 17, 2013 from the employer, as well as the letter dated April 22, 2013 from the bargaining agent.

[13] As requested by the parties the Board hereby provides the following clarifications that will henceforth be considered as the Supplementary Award in relation to both clauses 18.16 and paragraph [21].

[14] The Board hereby decides that the English version of clause 18.16 “One-Time Vacation Leave Credit” will be amended to correspond to the French wording and shall read as follows:

18.16 One-time vacation leave credit

- a) Employees with less than three (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 service.*
- 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 18.16 (a) and (b) above shall be excluded from the carry-over of vacation leave provisions stipulated in paragraph 16.07.*

[15] The French version of clause 18.16 will remain unchanged.

[16] As for paragraph [21], the Board clarifies that its intent was to recognize the bargaining agent's stated need for language in the collective agreement to deal with the issue of medical or dental appointments and its proposal that the time period for such appointments be of three (3) hours. The Board is of the view that the language of the Arbitral Award should be clarified and accordingly hereby decides that paragraph [21] shall now read as follows:

[21] The bargaining agent proposed that a new clause at Article 18 be added to allow employees to take leave with pay for up to three hours per appointment to attend medical and dental appointments. The employer opposed the proposal. The Board has decided that the following new clause will be added to Article 18 as follows:

An employee shall be granted three (3) hours per visit with pay to attend medical or dental appointments. Any hours spent at medical or dental appointments beyond the three (3) hours may, at the employer's discretion, be deducted from the employee's sick leave.

[17] The Board has also noted the comments of the employer relation to some typographical errors contained in the French and English versions of the April 5, 2013 Arbitral Award. These are hereby corrected as follows:

- a) Paragraph 15 in the French Arbitral Award indicates "notament" is corrected to say "notamment";
- b) Paragraph 18 in the French Arbitral Award indicates "demeurea" is corrected to say "demeurera";
- c) Paragraph 19 of the French Arbitral Award, under section 18.16 c) "les crédit" will be replaced by "les crédits";
- d) Paragraph 20 of the French Arbitral Award, under section 18.17, "Congé de nature personelle" will be replaced by "Congé de nature personnelle";
- e) Paragraph 25 of the French Arbitral Award refers to "les parties elles-même", will be corrected to say "les parties elles-mêmes".

[18] 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 15, 2013.

**Linda Gobeil,
for the Public Service
Labour Relations Board**