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Parliamentary Employment and
Staff Relations Act

Before the Public Service
Staff 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 all the employees in the bargaining unit consisting of
all employees of the Employer in the Reporting Sub-Group and Text Processing
Sub-Group in the Parliamentary Programs Group

TERMS OF REFERENCE FOR ARBITRATION

To: Mr. Joseph W. Potter, Mr. Luc Grenier and Ms. Mary A. Griffith,
Members of the Board for the purposes of the arbitration of the above-cited matter

[1] By letters of March 12, 2004, and March 26, 2004, the Public Service Alliance of Canada, pursuant to section 50 of the *Parliamentary Employment and Staff Relations Act* (the *Act*), requested arbitration for the bargaining unit consisting of “all employees of the Employer in the Reporting Sub-Group and Text Processing Sub-Group in the Parliamentary Programs Group”.

[2] Sections 47 to 61 of the Act apply to arbitration. The following sections, which set out the procedure for arbitration, are of particular interest:

52. (1) Subject to section 55, the matters in dispute specified in the notice under section 50 and in any notice under section 51 constitute the terms of reference of the Board in relation to the request for arbitration and the Board shall, after considering the matters in dispute together with any other matter that the Board considers necessarily incidental to the resolution of the matters in dispute, render an arbitral award in respect thereof.

(2) Where, at any time before an arbitral award is rendered, the parties reach agreement on any matter in dispute referred to the Board under subsection (1) and enter into a collective agreement in respect thereof, the matters in dispute so referred to the Board shall be deemed not to include that matter and no arbitral award shall be rendered by the Board in respect thereof.

53. In the conduct of proceedings before it and in rendering an arbitral award in respect of a matter in dispute, the Board shall consider

(a) the needs of the employer affected for qualified employees,

(b) the need to maintain appropriate relationships in the conditions of employment as between different grade levels within an occupation and as between occupations of employees,

(c) the need to establish terms and conditions of employment that are fair and reasonable in relation to the qualifications required, the work performed, the responsibility assumed and the nature of the services rendered, and

(d) any other factor that to it appears to be relevant to the matter in dispute,

and, so far as consistent with the requirements of the employer, the Board shall give due regard to maintaining comparability of conditions of employment of employees with those that are applicable to persons in similar employment in the public service of Canada.

54. Subject to this Part, the Board shall, before rendering an arbitral award in respect of a matter in dispute, give full opportunity to both parties to present evidence and make submissions to it.

55. (1) Subsection 43(2)¹ applies, with such modifications as the circumstances require, in relation to an arbitral award.

(2) No arbitral award shall deal with the standards, procedures or processes governing the appointment, appraisal, promotion, demotion, transfer, lay-off or release of employees, or with any term or condition of employment of employees that was not a subject of negotiation between the parties during the period before arbitration was requested in respect thereof.

(3) An arbitral award shall deal only with terms and conditions of employment of employees in the bargaining unit in respect of which the request for arbitration was made.

56. (1) An arbitral award shall be signed by the member of the Board who is not a member selected from a panel appointed under section 47² and copies thereof shall be transmitted to the parties to the dispute and no report or observations thereon shall be made or given by either of the members selected from a panel appointed under section 47.

(2) Subject to subsection (3), a decision of the majority of the members of the Board in respect of the matters in dispute shall be the arbitral award in respect of the matters in dispute.

¹ **43. (2)** No collective agreement shall provide, directly or indirectly, for the alteration or elimination of any existing term or condition of employment or the establishment of any new term or condition of employment

- (a) the alteration or elimination of which or the establishment of which, as the case may be, would require or have the effect of requiring the enactment or amendment of any legislation by Parliament, except for the purpose of appropriating moneys required for its implementation; or
- (b) that has been or after the coming into force of this Part is, as the case may be, established pursuant to the Government Employees Compensation Act or the Public Service Superannuation Act.

² **47. (1)** The Board shall appoint two panels, one panel to consist of at least three persons representative of the interests of the employers and the other to consist of at least three persons representative of the interests of employees.

- (2) A member of a panel appointed by the Board under subsection (1) shall be appointed to hold office for such term as the Board considers appropriate.
- (3) A person is not eligible to hold office as a member of a panel if the person is not eligible to be a member of the Board or, if the person is not eligible to be a member of the Board, unless the person is a member of the Board pursuant to a selection under section 48.

(3) Where the majority of the members of the Board in respect of the matters in dispute cannot agree on the terms of the arbitral award to be rendered in respect thereof, the decision of the member of the Board who is not a member selected from a panel appointed under section 47 shall be the arbitral award in respect of the matters in dispute.

(4) An arbitral award shall, wherever possible, be made in such form

(a) as will be susceptible of being read and interpreted with, or annexed to and published with, any collective agreement dealing with other terms and conditions of employment of employees in the bargaining unit in respect of which the arbitral award applies; and

(b) as will enable its incorporation into and implementation by regulations, by-laws, directives or other instruments that may be required to be made or issued by the employer or the relevant bargaining agent in respect thereof.

[3] With its letter of March 12, 2004, the Public Service Alliance of Canada provided a list of the terms and conditions of employment that it wished to have referred to arbitration. That letter, the terms and conditions of employment and supporting material are attached hereto as SCHEDULE I.

[4] By letter of April 22, 2004, the House of Commons provided additional terms and conditions of employment that it wished to have referred to arbitration. That letter, the terms and conditions of employment and supporting material are attached hereto as SCHEDULE II.

[5] The Public Service Alliance of Canada, by letter of May 20, 2004, replied to the employer's letter of April 22, 2004. That letter is attached hereto as SCHEDULE III.

[6] Accordingly, pursuant to section 52 of the *Act*, the matters in dispute on which the Board shall render an arbitral award are those set out as outstanding in SCHEDULES I, II and III attached hereto.

**Yvon Tarte,
Chairperson**

DATED AT OTTAWA, June 14, 2004