

**Federal Court of Appeal**



**Cour d'appel fédérale**

**Date: 20140107**

**Docket: A-153-13**

**Citation: 2014 FCA 2**

**CORAM: BLAIS C.J.  
GAUTHIER J.A.  
NEAR J.A.**

**BETWEEN:**

**PUBLIC SERVICE ALLIANCE OF CANADA**

**Applicant**

**and**

**HOUSE OF COMMONS**

**Respondent**

Heard at Ottawa, Ontario, on January 7, 2014.

Judgment delivered from the Bench at Ottawa, Ontario, on January 7, 2014.

**REASONS FOR JUDGMENT OF THE COURT BY:**

**GAUTHIER J.A.**

**Federal Court of Appeal**



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**REASONS FOR JUDGMENT OF THE COURT**  
**(Delivered from the Bench at Ottawa, Ontario, on January 7, 2014).**

**GAUTHIER J.A.**

[1] This is an application for judicial review brought by the Public Service Alliance of Canada with respect to an arbitral award dated April 5, 2013 (2013 PSLRB 36) rendered by the Public Service Labour Relations Board (the Board). In the only portion of its award relevant to this judicial review, the Board renewed article 21 of the collective agreement between the parties without any changes except for clauses 21.08 and 21.23.

[2] The applicant recognizes that the Board rendered a decision regarding clauses 21.08 and 21.23. However, on the balance of article 21, the applicant submits that the Board failed to exercise its jurisdiction and inappropriately delegated its decision-making obligation to the parties.

[3] The Court cannot agree with the applicant's reading of paragraph 26 of the Board's decision as constituting a failure to exercise jurisdiction. In our view, the Board clearly exercised its mandate when it determined that article 21 of the collective agreement would remain as is, except for the changes to clauses 21.08 and 21.23. By doing so, the Board in fact addresses all the changes proposed by the parties with respect to article 21.

[4] The Board's comment that given the operational nature of the issues at stake and their importance, it would be in the best interests of the parties to come to a negotiated agreement (paragraph 26 of the reasons) is nothing more than a statement that the parties remain at liberty at any time to agree to make changes to their collective agreement.

[5] Moreover, when an experienced tripartite Board, which included a representative of the applicant, decides to maintain the status quo in a collective agreement rather than granting an award that would impose significant changes proposed by parties who remain very far apart and where one party expresses concerns as to how such changes could even be implemented, the Board's award is reasonable. The decision under review remains one of the possible, acceptable outcomes defensible in respect of the facts and the law.

[6] Therefore, we would dismiss this application for judicial review with costs.

“Johanne Gauthier”

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J.A.

**FEDERAL COURT OF APPEAL**

**NAMES OF COUNSEL AND SOLICITORS OF RECORD**

**DOCKET:** A-153-13

**STYLE OF CAUSE:** PUBLIC SERVICE ALLIANCE OF  
CANADA v. HOUSE OF  
COMMONS

**PLACE OF HEARING:** OTTAWA, ONTARIO

**DATE OF HEARING:** JANUARY 7, 2014

**REASONS FOR JUDGMENT OF THE COURT BY:** BLAIS C.J.  
GAUTHIER J.A.  
NEAR J.A.

**DELIVERED FROM THE BENCH BY:**  
GAUTHIER J.A.

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