Court File No. A- -23

FEDERAL COURT OF APPEAL

B E T W E E N

LIBRARY OF PARLIAMENT

Applicant

-and-

PUBLIC SERVICE ALLIANCE OF CANADA

Respondent

NOTICE OF APPLICATION

(Application under section 28 of the *Federal Courts Act*)

TO THE RESPONDENT:

A PROCEEDING HAS BEEN COMMENCED by the applicant. The relief claimed by the applicant appears on the following page.

THIS APPLICATION will be heard by the Court at a time and place to be fixed by the Judicial Administrator. Unless the Court orders otherwise, the place of hearing will be as requested by the applicant. The applicant requests that this application be heard at Ottawa, Ontario.

IF YOU WISH TO OPPOSE THIS APPLICATION, to receive notice of any step in the application or to be served with any documents in the application, you or a solicitor acting for you must prepare a notice of appearance in Form 305 prescribed by the *Federal Courts Rules* and serve it on the applicant's solicitor, or where the applicant is self-represented, on the applicant, WITHIN 10 DAYS after being served with this notice of application.

Copies of the *Federal Courts Rules*, information concerning the local offices of the Court and other necessary information may be obtained on request to the Administrator of this Court at Ottawa (telephone 613-992-4238) or at any local office.

IF YOU FAIL TO OPPOSE THIS APPLICATION, JUDGMENT MAY BE GIVEN IN YOUR ABSENCE AND WITHOUT FURTHER NOTICE TO YOU.

November 10, 2023 Issued by: _____
(Registry Officer)

Address of local office: Thomas D'Arcy McGee Building
90 Sparks Street, Main Floor
Ottawa, ON K1A 0H9

TO: **Public Service Alliance of Canada**
233 Gilmour Street
Ottawa, ON K2P 0P1

Tel: (888) 604-7722
Fax: (613) 560-4200

AND TO: **Federal Public Sector Labour Relations and Employment Board**
C.D. Howe Building
240 Sparks Street, West Tower, 6th Floor
P.O. Box 1525, Station B
Ottawa, ON K1P 5V2

Tel: (613) 990- 2008
Fax: (613) 990-1849

AND TO: **Attorney General of Canada**

APPLICATION

THIS IS AN APPLICATION FOR JUDICIAL REVIEW IN RESPECT OF:

1. Specific portions of an interest arbitral award (the "**Arbitral Award**") rendered on October 13, 2023 by a three (3)-member arbitration board panel (the "**Board**") chaired by Marie-Claire Perrault and established by and for the Federal Public Sector Labour Relations and Employment Board (the "**FPSLREB**") pursuant to the *Parliamentary Employment and Staff Relations Act* (the "***PESRA***") (*Public Service Alliance of Canada v. Library of Parliament*, 2023 FPSLREB 91).

2. The Arbitral Award dealt with several outstanding issues between the Library of Parliament (the "**Applicant**" or the "**Employer**") and the Public Service Alliance of Canada (the "**Respondent**" or the "**Union**") that were not resolved through collective bargaining and were referred to interest arbitration pursuant to the *PESRA* with respect to the renewal of the collective agreements that expired on August 31, 2020 for the following two (2) bargaining units:

   a. All employees in the Library Technician Sub-Group in the Research and Library Services Group and all employees in Clerical and General Services (the "**CGS-LT Group**"); and

   b. All employees in the Library Science (Reference) and Library Science (Cataloguing) Sub-Groups in the Research and Library Services Group (the "**LS Group**").

3. The Union referred proposals to interest arbitration with respect to, *inter alia*: (i) telework and remote work for the CGS-LT Group and the LS Group (the "**Telework Proposal**"); and (ii) a 5.45% wage adjustment to all levels/all steps for the LS Group without specifying the effective date, but presumably for the first year: 2020 (the "**Wage Adjustment Proposal**") (Union subsequently amended its Wage Adjustment Proposal from 5.45% to 5.4% (and for 2023) in the interest arbitration proceeding).

4. With respect to the Telework Proposal, the Employer responded by proposing the status quo and objecting to the referral to interest arbitration of the Respondent's Telework Proposal pursuant to subsections 5(3) and 55(2) of the *PESRA*.

5. With respect to the Wage Adjustment Proposal, the Applicant responded by proposing a general economic increase of 1.5% for 2020 (and therefore the status quo with respect to the Wage Adjustment Proposal).

6. The Employer also referred proposals to interest arbitration with respect to, *inter alia*:

a. Fractional entitlement at Article 17.04 of both collective agreements for the CGS-LT Group and the LS Group (the "**Fractional Entitlement Proposal**");

b. Time value of a designated paid holiday at Article 18.05 of both collective agreements for the CGS-LT Group and the LS Group (the "**Paid Holiday Time Value Proposal**"); and

c. Grievance procedure at Article 29.19 in the French version only of the collective agreement for the LS Group (the "**French Grievance Procedure Proposal**").

7. On October 13, 2023, the Board issued its Arbitral Award.

8. With respect to the Telework Proposal, the Board decided as follows in its Arbitral Award:

a. The Board remitted the matter to the Parties to negotiate, with the possibility of coming back to the Board for a decision within a period of 90 days from the date of the Arbitral Award if they cannot agree;

b. In drafting their agreement, the Parties should keep the following considerations in mind : any telework agreement must take into account these elements: (1) the requirements of the Employer, which offers all-

important services to parliamentarians, who are the custodians of Canadian democracy; (2) the *Letter of Agreement with respect to Virtual Work Arrangements* [sic] signed by the Union and the Treasury Board; and (3) the existing Employer 2021 Telework Policy ("**2021 Telework Policy**"); and

c. The Board is more likely to accept a proposal that fairly takes into account the interests of both the Employer and the employees.

9. With respect to the Wage Adjustment Proposal, the Board decided as follows in its Arbitral Award:

a. A 1.0% wage adjustment in addition to the 3.0% general economic increase for the LS Group.

10. With respect to the Fractional Entitlement Proposal, the Board decided as follows in its Arbitral Award:

a. Status quo is preserved.

11. With respect to the Paid Holiday Time Value Proposal, the Board decided as follows in its Arbitral Award:

a. Status quo is preserved.

12. With respect to the French Grievance Procedure Proposal, the Board decided as follows in its Arbitral Award:

a. Status quo is preserved.

THE APPLICANT MAKES APPLICATION FOR:

13. An Order allowing this Application for Judicial Review, with costs.

14. An Order setting aside the portions of the Arbitral Award dealing with the:

a. Telework Proposal (paragraphs 26-31 of the Arbitral Award);

b. Wage Adjustment Proposal (the specific portion in paragraph 42 of the Arbitral Award with respect to the 1.0% wage adjustment for the LS Group);

c. Fractional Entitlement Proposal (the specific portion under the heading "*A. Articles for which the status quo is preserved*" between paragraphs 14 and 15 of the Arbitral Award with respect to the Fractional Entitlement Proposal);

d. Paid Holiday Time Value Proposal (the specific portion under the heading "*A. Articles for which the status quo is preserved*" between paragraphs 14 and 15 of the Arbitral Award with respect to the Paid Holiday Time Value Proposal); and

e. French Grievance Procedure Proposal (the specific portion under the heading "*A. Articles for which the status quo is preserved*" between paragraphs 14 and 15 of the Arbitral Award with respect to the French Grievance Procedure Proposal).

15. Furthermore, and more specifically with respect to the Telework Proposal:

a. If this Honourable Court allows this Application for Judicial Review based solely on the grounds raised at paragraph 19 below (i.e., without the need to address the substantive jurisdictional grounds at paragraph 20 below), an Order remitting the matter back to a differently constituted FPSLREB-appointed arbitration board panel with the direction that the matter be reconsidered in a manner consistent with the reasons of this Honourable Court;

b. If this Honourable Court allows this Application for Judicial Review based on the substantive jurisdictional grounds raised at paragraph 20 below, an Order declaring that the Board does not have jurisdiction over telework and/or the Telework Proposal by virtue of subsections 5(3) and 55(2) of the *PESRA*;

c. Incidental to the Order requested under paragraph 15(b) above, an Order declining to remit the matter back because the outcome is "inevitable" and remitting the matter back will serve "no useful purpose" (because the Board does not have jurisdiction); or

d. Alternatively, if this Honourable Court dismisses the grounds raised at paragraphs 19-20 below but allows this Application for Judicial Review based on the alternative grounds raised at paragraph 21 below, an Order remitting the matter back to a differently constituted FPSLREB-appointed arbitration board panel with the direction that the matter be reconsidered in a manner consistent with the reasons of this Honourable Court.

16. Furthermore, and more specifically with respect to the Wage Adjustment Proposal:

a. An Order declining to remit the matter back because the outcome is "inevitable" and remitting the matter back will serve "no useful purpose", and rather an Order for a 0.5% wage adjustment for the LS Group (September 1, 2023) consistent with the normative and well-established 0.5% wage adjustment in the federal public administration for 2023; or

b. Alternatively, an Order remitting the matter back to a differently constituted FPSLREB-appointed arbitration board panel with the direction that the matter be reconsidered in a manner consistent with the reasons of this Honourable Court.

17. Furthermore, and more specifically with respect to the: (1) Fractional Entitlement Proposal; (2) Paid Holiday Time Value Proposal; and (3) French Grievance Procedure Proposal:

a. An Order remitting the matter back to a differently constituted FPSLREB-appointed arbitration board panel with the direction that the

matter be reconsidered in a manner consistent with the reasons of this Honourable Court.

18. Such further and other relief as the Applicant may request and this Honourable Court may permit.

THE GROUNDS FOR THE APPLICATION ARE:

A. Telework Proposal

19. The Board erred in law and reached an unreasonable decision by, *inter alia*:

a. unreasonably failing to provide reasons that exhibit the requisite degree of justification, intelligibility and transparency, including but not limited to by:

i. unreasonably failing to explain in the Board's reasons how it reached the conclusion that the Board had jurisdiction over telework and/or the Telework Proposal by: (i) directing the matter to be remitted to the Parties to negotiate an agreement with respect to telework, with the possibility of coming back to the Board for a decision within a period of 90 days from the date of the Arbitral Award if the Parties cannot agree; (ii) directing the Parties to consider three (3) considerations/elements in drafting their telework agreement (see paragraph 8(b) above); and (iii) concluding that it is more likely to accept a proposal that fairly takes into account the interests of both the Employer and the employees; and

ii. unreasonably failing to reveal or provide in the Board's reasons any internally coherent rational chain of reasoning or analysis whatsoever leading to its conclusion.

b. unreasonably failing to "meaningfully account" or "meaningfully grapple" with key issues or central arguments raised by the Applicant –

or more specifically, unreasonably failing to account or grabble in any way whatsoever with key issues or central arguments raised by the Applicant, including but not limited to by:

i. unreasonably failing to account or grabble in any way whatsoever with the Employer's jurisdictional objection or argument that the Board does not have jurisdiction pursuant to subsections 5(3) and 55(2) of the *PESRA*, as telework and/or the Telework Proposal interferes, *inter alia*, with the Employer's right or authority to determine its organization and to assign duties.

c. unreasonably failing to consider or disregarding the record before it, including but not limited to:

i. a letter by the Respondent's own internal counsel/legal officer dated March 3, 2022 to the Applicant's external counsel in the context of an unfair labour practice complaint related to telework in which the Union indicated its view that the Applicant could implement a telework policy under subsection 5(3) of the *PESRA* as long as it did not do so during the statutory freeze period under section 39 of the *PESRA*, thereby acknowledging that telework is protected by subsection 5(3) of the *PESRA*.

20. The Board erred in law and acted without jurisdiction or beyond its jurisdiction and reached an unreasonable decision by, *inter alia*:

a. unreasonably concluding that it had jurisdiction over telework and/or the Telework Proposal by: (i) directing the matter to be remitted to the Parties to negotiate an agreement with respect to telework, with the possibility of coming back to the Board for a decision within a period of 90 days from the date of the Arbitral Award if the Parties cannot

agree; (ii) directing the Parties to consider three (3) considerations/elements in drafting their telework agreement (see paragraph 8(b) above); and (iii) concluding that it is more likely to accept a proposal that fairly takes into account the interests of both the Employer and the employees;

b. unreasonably disregarding or failing to respect or comply with the statutory jurisdictional limitations/constraints imposed on the Board under subsections 5(3) and 55(2) of the *PESRA*; and

c. unreasonably reaching a conclusion that was untenable considering the law and facts that constrained the Board, namely the statutory jurisdictional limitations/constraints imposed on the Board under subsections 5(3) and 55(2) of the *PESRA*.

21. Alternatively, if the grounds raised at paragraphs 19-20 above are dismissed by this Honourable Court, the Board erred in law and reached an unreasonable decision by, *inter alia*:

a. unreasonably interpreting or applying section 53 of the *PESRA* and the well-established interest arbitration principles, including but not limited to by:

i. unreasonably failing to consider or disregarding that there is no demonstrated need for the Telework Proposal or any negotiated telework agreement (or imposed language by the Board in the absence of agreement) because the Applicant's 2021 Telework Policy, which was the subject of extensive consultations and careful review, already provides a full framework to manage telework, and addresses the Union's concerns;

ii. unreasonably failing to consider or disregarding that there is no demonstrated need for the Telework Proposal or any negotiated telework agreement (or imposed language by the Board in the

absence of agreement) because the Applicant's 2021 Telework Policy already significantly mirrors the provisions found in the *Letter of Agreement Between the Treasury Board of Canada and the Public Service Alliance of Canada with Respect to Telework*; and

iii. unreasonably failing to consider or disregarding as part of a replication / comparability analysis that the *Letter of Agreement Between the Treasury Board of Canada and the Public Service Alliance of Canada with Respect to Telework* (*Board cited *Letter of Agreement with respect to Virtual Work Arrangements* in the Arbitral Award, which is applicable to CRA/PSAC) is anchored or stemmed from the Treasury Board's jurisdiction and its own *Directive on Telework* made pursuant to its authority under the *Financial Administration Act*, to which the Applicant is not subject to and by unreasonably failing to consider or disregarding the Applicant's particular governance structure as a parliamentary entity that is separate and distinct from the federal public service by directing the Parties to consider this Treasury Board letter of agreement to develop their telework agreement.

B. Wage Adjustment Proposal

22. The Board erred in law and reached an unreasonable decision by, *inter alia*:

a. unreasonably failing to provide reasons that exhibit the requisite degree of justification, intelligibility and transparency, including but not limited to by:

i. unreasonably failing to explain in the Board's reasons how it reached the conclusion for a 1.0% wage adjustment for the LS Group for 2023, rather than the normative and well-established

0.5% wage adjustment for 2023 in the federal public administration; and

ii. unreasonably failing to reveal or provide in the Board's reasons any internally coherent rational chain of reasoning or analysis whatsoever leading to its conclusion.

b. unreasonably failing to "meaningfully account" or "meaningfully grapple" with key issues or central arguments raised by the Applicant – or more specifically, unreasonably failing to account or grabble in any way whatsoever with the Employer's central arguments wherein, *inter alia*:

i. an intended purpose of a wage or market adjustment is to address retention and recruitment issues, and without retention and recruitment issues within the LS Group at current wage levels, there is simply no justification for a wage adjustment;

ii. the wages for the LS Group are superior or are well compensated in comparison to the LS Sub-Group (EB Group) and certainly not behind market, which is also an intended purpose of a wage or market adjustment, and this is so, even if the LS Group works 130 hours or the equivalent of 18.57 days less annually than the standard work year for most federal public servants (LS Group employees have greater benefits that already enhance their total compensation and must be considered when comparing their wages with the LS Sub-Group (EB Group)); and

iii. the Union failed to present any substantial or qualitative changes to the duties and responsibilities of the LS Group that would justify the requested wage adjustment to all levels/all steps.

c. unreasonably failing to consider or disregarding the record before it, including but not limited to:

i. unreasonably failing to consider or disregarding the retention and recruitment data that showed that there are no retention and recruitment issues for the LS Group;

ii. unreasonably failing to consider or disregarding the wage data that showed that the minimum and maximum rates for the LS Group exceed the rates paid in the corresponding classifications in the LS Sub-Group (EB Group) in the core public administration, with the only exception of the minimum rate for the LS-03 (Applicant) / LS-3 (EB Group) classification, but that based on the payroll data provided, 82% of LS-03 employees in the LS Group are already at their maximum rate, and therefore earning more than their EB counterparts;

iii. unreasonably failing to consider or disregarding that: (i) the standard work year for the Applicant's employees is 1,820 hours, whereas the standard work year for the majority of federal public servants is 1,950 hours (i.e., difference of 130 hours or the equivalent of 18.57 days); (ii) employees in the LS Group have more weeks of vacation than their federal public service counterparts as they are granted four (4) weeks' vacation starting in the first year of employment whereas employees in the federal public service are eligible for four (4) weeks starting in the eighth year of service; and (iii) entitlement to one (1) additional statutory holiday for a total of 13 (federal public servants receive 12 statutory holidays); and

iv. unreasonably failing to consider or disregarding that previous FPSLREB-appointed arbitration boards in interest arbitration proceedings between the Parties have denied the Union's request for a wage adjustment for the LS Group.

d. unreasonably basing its decision on an erroneous finding of fact that it made in a perverse or capricious manner or without regard for the material before it, including but not limited to by:

    i. erroneously stating that it followed the patterns set through bargaining, and erroneously stating that it followed the pattern set by the agreements between the Union and the Treasury Board, whereas the majority of bargaining groups in the federal public administration (Union and other bargaining agents) negotiated an across-the-board 0.5% wage adjustment for 2023 (TBS/Union – PA Group; TBS/Union – TC Group; TBS/Union – EB Group for three (3) subgroups; TBS/Union – SV Group for 18 subgroups; TBS/CAPE – TR Group; TBS/CAPE – EC Group; TBS/IBEW – EL Group; TBS/PAFSO – FS Group; CRA/Union; and Parks Canada/Union for 38 subgroups), and there were only some subgroup specific wage adjustments above 0.5% for 2023 (TBS/Union – EB Group for two (2) subgroups; TBS/Union – SV Group for seven (7) subgroups; and Parks Canada/Union for seven (7) subgroups).

e. unreasonably interpreting or applying section 53 of the *PESRA* and the well-established interest arbitration principles, including but not limited to by:

    i. unreasonably failing to consider or disregarding that there is no demonstrated need for a wage adjustment beyond the normative and well-established 0.5% wage adjustment for 2023 in the federal public administration;

    ii. unreasonably interpreting or applying the replication principle by awarding a 1.0% wage adjustment for 2023 like the LS Sub-Group (EB Group) in the core public administration, but without

considering the arguments/information/data raised at paragraphs 22(b)(i)-(iii) and 22(c)(i)-(iv) above; and

iii. unreasonably interpreting or applying the requirement under section 53 of the *PESRA* to give due regard to maintaining comparability of conditions of employment of employees with those that are applicable to persons in similar employment in the federal public administration.

f. unreasonably failing to consider or disregarding that awarding the normative and well-established 0.5% wage adjustment for 2023 in the federal public administration would still have resulted in superior or well compensated wages for the LS Group in comparison to the LS Sub-Group (EB Group), including but not limited to:

i. LS-01 (Applicant) / LS-1 (EB Group) – +$3,594 for minimum rate for LS Group (or +5.004107%); and +$2,825 for maximum rate for LS Group (or +3.23245%);

ii. LS-02 (Applicant) / LS-2 (EB Group) – +$1,564 for minimum rate for LS Group (or +1.969252%); and +$6,930 for maximum rate for LS Group (or +7.695297%); and

iii. LS-03 (Applicant) / LS-3 (EB Group) – -$957 for minimum rate for LS Group (or -1.040817%); and +$5,122 for maximum rate for LS Group (or +4.885633%) (82% of LS-03 employees in LS Group are already at their maximum rate).

C. Fractional Entitlement Proposal; Paid Holiday Time Value Proposal; and French Grievance Procedure Proposal

23. The Board erred in law and reached an unreasonable decision by, *inter alia*:

a. unreasonably failing to provide reasons that exhibit the requisite degree of justification, intelligibility and transparency, including but not limited to by:

    i. unreasonably failing to explain how the Board reached the conclusion that status quo was preserved with respect to the: (i) Fractional Entitlement Proposal; (ii) Paid Holiday Time Value Proposal; and (iii) French Grievance Procedure Proposal; and

    ii. unreasonably failing to provide <u>any</u> reasons whatsoever, including unreasonably failing to reveal or provide any internally coherent rational chain of reasoning or analysis whatsoever leading to the Board's conclusion that status quo was preserved with respect to the: (i) Fractional Entitlement Proposal; (ii) Paid Holiday Time Value Proposal; and (iii) French Grievance Procedure Proposal.

b. unreasonably failing to "meaningfully account" or "meaningfully grapple" with key issues or central arguments raised by the Applicant – or more specifically, failing to account or grabble in any way whatsoever with key issues or central arguments raised by the Applicant, including but not limited to by:

    i. with respect to the Fractional Entitlement Proposal, unreasonably failing to account or grabble in any way whatsoever with the Employer's central arguments wherein, *inter alia*:

        1. the notion of "*one half (1/2) day*" has different values for different employees within both the CGS-LT Group and the LS Group because of the various schedule types (regular 35-hour week schedule at seven (7) hours daily; short-week schedule at seven decimal five (7.5) hours

daily; and compressed week schedule at seven decimal seven five (7.75) hours daily); therefore, depending on an employee's schedule, there is a variation in terms of "half day" values;

2. it is an administrative burden for the Applicant of two (2) different year-end rounding regimes for the CGS-LT Group and the LS Group compared to the Applicant's CAPE bargaining unit and unrepresented employees; and

3. the provision is anachronistic and arose out of limitations from the previous Human Resources Information Management system (no such limitations under the current system).

ii. with respect to the Paid Holiday Time Value Proposal, unreasonably failing to account or grabble in any way whatsoever with the Employer's central arguments wherein, *inter alia*:

1. the time or hour value of a workday is different for each employee depending on the schedule they work; however, in the end, the work year as per the collective agreements must be 1,820 hours each year; employees are paid as if they are working seven (7) hours a day (35-hour week), regardless of schedule type;

2. while the short-week schedules have daily hours of seven decimal five (7.5) hours, this is not the case for a regular 35-hour week schedule (seven (7) hours) or a compressed week schedule (seven decimal seven five (7.75) hours);

3. considering that each designated paid holiday must be attributed an hourly value of seven decimal five (7.5) hours, regardless of an employee's specific schedule or actual daily hours on that day (but for the day being a designated paid holiday), it is an administrative burden for the Applicant annually for creating different calendar types specific to those within the CGS-LT Group and the LS Group who do not work a short-week schedule, meaning those on a regular 35-hour week schedule or a compressed week schedule; this results in either the Applicant or affected employees "owing" hours that need to be made up on different days in order to ensure that the fiscal year hours add up to 1,820 hours (other working days are either shortened or lengthened to make up for the discrepancy of the seven decimal five (7.5) hours assigned to the designated paid holidays; and

4. the Paid Holiday Time Value Proposal simply seeks to ensure that no specific time value for a designated paid holiday is included in the collective agreements to reflect the different work schedules for CGS-LT and LS employees, thereby eliminating the need for management to amend the work schedules accordingly for those employees who do not work short-week schedules (where the daily hours are not seven decimal five (7.5) hours).

iii. with respect to the French Grievance Procedure Proposal, unreasonably failing to account or grabble in any way whatsoever with the Employer's central arguments wherein, *inter alia*:

1. this is a housekeeping proposal to correct a clerical translation error in the French version of the collective agreement for the LS Group;

2. the French Grievance Procedure Proposal is consistent with the corresponding French version in the CGS-LT collective agreement, and the other parliamentary collective agreements that include the same language in English do not include "*un congédiement*" in their respective French version (OPBO/CAPE; House of Commons/PIPSC; Senate of Canada/PIPSC; and PPS/UOPPS); and

3. Considering that the collective agreement for the LS Group provides that "*Both the English and French texts of this Agreement shall be official*", it is important to correct this clerical translation error to avoid interpretation issues in the administration of the collective agreement for the LS Group.

c. unreasonably failing to consider or disregarding the record before it, including but not limited to:

i. with respect to the Fractional Entitlement Proposal, unreasonably failing to consider or disregarding the information at paragraphs 23(b)(i)(1)-(3) above;

ii. with respect to the Paid Holiday Time Value Proposal, unreasonably failing to consider or disregarding the information at paragraphs 23(b)(ii)(1)-(4) above; and

iii. with respect to the French Grievance Procedure Proposal, unreasonably failing to consider or disregarding the information at paragraphs 23(b)(iii)(1)-(3) above.

d. unreasonably interpreting or applying section 53 of the *PESRA* and the well-established interest arbitration principles, including but not limited to by:

i. unreasonably failing to consider or disregarding that there is a demonstrated need for the (i) Fractional Entitlement Proposal; (ii) Paid Holiday Time Value Proposal; and (iii) French Grievance Procedure Proposal.

D. Such further and other grounds as the Applicant may advise and this Honourable Court may permit

THIS APPLICATION WILL BE SUPPORTED BY THE FOLLOWING MATERIAL:

1. The Arbitral Award;

2. The Affidavit of Victoria Marquis or such further affidavit, including the Exhibits attached thereto, namely the following Exhibits (and any other Exhibits part of the record before the Board in the possession of the Applicant that are deemed necessary by the Applicant for this Application for Judicial Review):

a. Notice of Request for Arbitration (Forms 12) pursuant to section 50 of the *PESRA* for the CGS-LT Group and the LS Group filed on July 7, 2022;

b. Notice of Request for the Arbitration of Additional Matters (Forms 13) pursuant to section 51 of the *PESRA* for the CGS-LT Group and the LS Group filed on July 20, 2022;

c. Applicant's Arbitration Brief filed on January 19, 2023;

d. Applicant's Exhibits filed on January 19, 2023;

e. Respondent's Arbitration Brief filed on January 19, 2023;

f. Applicant's Supplementary Exhibits (deemed Vol. 1 of 2) filed on February 2, 2023;

g. Respondent's Exhibit U-15 (*Canadian Association of Professional Employees v. Library of Parliament*, 2013 PSLRB 10) filed on February 2, 2023;

h. Applicant's Supplementary Exhibits (Vol. 2 of 2) filed on June 22, 2023;

i. Respondent's Exhibit 1a – June 2023 (*Letter of Agreement Between the Treasury Board of Canada and the Public Service Alliance of Canada with Respect to Telework*) filed on June 22, 2023;

j. Applicant's Written Submissions filed on July 26, 2023;

k. Respondent's Written Submissions filed on July 26, 2023;

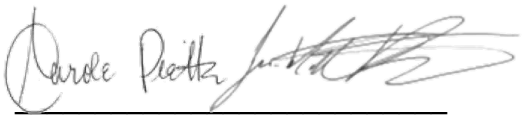
l. Respondent's e-mail (with attachment: SSO wage interpretation decision) filed on August 16, 2023; and

m. Applicant's correspondence filed on August 23, 2023.

3. Such further and other material as the Applicant may advise and this Honourable Court may permit.

The Applicant is <u>not</u> making any requests pursuant to Rule 317 of the *Federal Courts Rules* for the FPSLREB to send a certified copy of the full record of all material in the possession of the Board at the time of its Arbitral Award dated October 13, 2023 because the material that will support this Application for Judicial Review is already in the possession of the Applicant.

DATED at Ottawa this 10th day of November 2023.



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