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IN THE MATTER OF AN INTEREST ARBITRATION  
UNDER SECTION 136 OF THE *PUBLIC SERVICE LABOUR RELATIONS ACT*  
AND SECTION 57, PART 5, TRANSITIONAL, OF THE  
*PUBLIC SERVICE MODERNIZATION ACT*

BETWEEN

**THE PROFESSIONAL INSTITUTE OF THE  
PUBLIC SERVICE OF CANADA**

Bargaining Agent

and

**CANADIAN FOOD INSPECTION AGENCY**

Employer

**RE:** Scientific and Analytical (S&A) Group

**Before:** Philip Chodos, Chairperson, and Pierre Delage and Sandra Budd, Members

**For the Bargaining Agent:** Michel Gingras and Richard Bellaire

**For the Employer:** Line Caissie and Barbara Kirk

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Heard at Ottawa, Ontario,  
April 25, 26 and 27, 2005.

## ARBITRAL AWARD

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[1] By letter dated January 13, 2005, the bargaining agent submitted a request for arbitration in respect of all employees of the employer in the Scientific and Analytical (S&A) Group (which includes employees in the Agriculture (AG), Biological Sciences (BI) (which includes the former Scientific Regulation (SG) Group), Chemistry (CH), Commerce (CO), Engineering and Land Survey (ELS), Purchasing and Supply (PG), Scientific Research (SE) and Economics, Sociology and Statistics (ES) groups in the classification system of the Treasury Board) pursuant to section 64 of the *Public Service Staff Relations Act (PSSRA)*. In other correspondence to the Board, the bargaining agent identified the terms and conditions that it wished to refer to an arbitration board. In its response dated February 2, 2005, the employer set out the proposals that it wished to refer to arbitration.

[2] At the outset of this hearing, the parties attempted to resolve the remaining issues in dispute; these efforts met with some success and a number of matters in dispute were resolved. The parties agreed that the following issues remained in dispute and were properly before this arbitration board:

- 1) Article B4.07 (new) - "Discontinuous Overtime Meal Allowance"
- 2) Article B5 - "Call-Back"
- 3) Article B33 - "Registration Fees"
- 4) Article D4 - "Sexual Harassment"
- 5) Article E1.08 - "Acting Pay"
- 6) New Article B1.09 - "Salary Migration"
- 7) New Article - "Professional Ethics"
- 8) Article 48 - "Duration"
- 9) Appendix "A" - "Rates of Pay", including proposed restructuring and harmonization.

[3] The arbitration board held a hearing on April 25, 26 and 27, 2005, at which time the parties were given full opportunity to present evidence and make submissions. Prior to this hearing, the parties exchanged briefs, which were also submitted to the arbitration board. Following the hearing, the arbitration board met to consider its award. In arriving at its award, the arbitration board considered the evidence and submissions of the parties in light of the factors enumerated in section 67 of the *PSSRA*.

[4] The bargaining agent proposed a new provision, which it referred to as "Discontinuous Overtime Meal Allowance", which would provide as follows:

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*B4.07 An employee working overtime, irrespective of it being scheduled or not, whether contiguous or discontinuous to a day of work or on a day of rest, is entitled to be paid a meal allowance for each three hours period worked.*

[5] The employer opposed the adoption of this provision.

[6] The arbitration board rejects the inclusion of this provision.

[7] With respect to the “Call-Back” provision (Article B5), the employer proposed amending clause B5.01 so that it would read as follows:

*B5.01*

*(a) When an employee is called back to work or when an employee who is on stand-by duty is called back to work by the Employer any time outside such employee’s normal working hours such employee shall be entitled to the greater of:*

*(a) a minimum of three (3) hours’ pay at the applicable overtime rate, for each call-back to a maximum of eight (8) hours’ pay in an eight (8) period,*

*or*

*(b) compensation at the applicable overtime rate for each hour worked.*

[8] The bargaining agent submitted that clause B5.01 should be renewed without change.

[9] The arbitration board determines that clause B5.01 shall be renewed without change.

[10] The bargaining agent had also submitted a proposal with respect to Article B5. It proposed the addition of a new provision (B5.06(a)), which would provide as follows:

*B5.06*

*(a) An employee reporting under the circumstances above, is reimbursed for all reasonable expenses, including mileage, parking fees, out of pocket expenses related to commercial transportation.*

[11] The employer is opposed to incorporating this proposal into the collective agreement.

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[12] The arbitration board has concluded that the following provision be added to Article B5:

*When an employee is called back to work under the conditions described in clause B5.01 and is required to use transportation services other than normal public transportation services, the employee shall be reimbursed for reasonable expenses incurred as follows:*

- (a) kilometric allowance at the rate normally paid by the Employer where the employee travels by means of his own automobile; or*
- (b) out-of-pocket expenses for other means of commercial transportation.*

*Time spent by the employee called back to work or returning to his residence shall not constitute time worked.*

[13] The bargaining agent proposed the addition of a new provision (B33.02) to Article B33, "Registration Fees":

*B33.02 Where the reimbursement of professional fees is not a requirement for the continuation of the performance of the duties of his/her position:*

- a) the employer shall reimburse an employee for his/her membership fee paid to a regulatory body governing or a bona fide association relevant to the employee's profession to a maximum of \$850 per year;*
- b) this clause is effective for membership year 2004 and beyond; when membership overlaps from calendar year 2003-2004, the employer will pay proportionately for year 2004.*

[14] The employer submitted that Article B33 should be renewed without change.

[15] The arbitration board determines that Article B33 shall be renewed without change.

[16] The bargaining agent proposed that the term "sexual" in Article D4 ("Sexual Harassment") be deleted; that is, it is proposed that all forms of harassment be subsumed by this provision.

[17] The employer opposed the proposed amendment to Article D4.

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[18] The arbitration board has concluded that this provision should be renewed without change. However, the arbitration board wishes to note that, in its view, the concerns expressed by the bargaining agent with respect to this subject matter warrant further discussions between the parties.

[19] The bargaining agent proposed modifying the acting pay provision (E1.08) so that it would read as follows (the proposed changes are highlighted in bold):

*E1.08 Acting Pay*

*When an employee is required by the Employer to perform substantially, on an acting basis **including overtime**, duties of a higher classification level for a period of **one day**, exclusive of overtime, the employee shall be paid acting pay calculated from the date on which the employee commenced to act as if the employee had been appointed in that higher classification level for the period in which the employee acts.*

*(iii) When a day designated as a paid holiday occurs during the qualifying period, the holiday shall be considered as time worked for purposes of the qualifying period.*

[20] The employer also proposed a modification to E1.08. Under the employer's proposal, the provision would read as follows (the proposed changes are highlighted in bold):

*E1.08 Acting Pay*

*When an employee is required by the Employer to substantially perform the duties of a higher classification level, **other than the Research Scientific Sub-Group**, on an acting basis for the required number of five (5) consecutive working days, such employee shall be paid acting pay calculated from the date on which he commenced to act as if such employee had been appointed to that higher classification level for the period in which such employee acts.*

[21] The arbitration board has concluded that E1.08 should be renewed, with the following modification: the reference to the qualifying period of "five (5) consecutive working days" should be changed to three (3) consecutive working days.

[22] The bargaining agent also proposed adding a new provision (E1.09), which it referred to as "Salary Migration". This provision would state:

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*E1.09 Salary Migration*

*Every employee who is reclassified pursuant to a new classification standard or job evaluation plan, to a new classification or job evaluation level with a lower maximum salary than the employee's current classification level, shall be paid at not less than the classification or job evaluation level that has a maximum rate of pay equal to, or greater than, the maximum of the employee's current classification level.*

[23] The employer opposed this provision.

[24] The arbitration board determines that the following provision should be added as E1.09:

*If, during the term of this Agreement a new classification standard for the group is established and implemented by the Employer, the Employer shall, before applying rates of pay to new levels resulting from the application of the standard, negotiate with the Institute the rates of pay and the rule affecting the pay of employees on their movement to the new levels.*

[25] The bargaining agent proposed a new provision entitled "Professional Ethics", which would state:

*An employee may refuse to sign or endorse a report or document which he/she believes is incorrect or false or misleading, as this puts the employee in violation of the Treasury Board's Conflict of Interest Code, in effect October 1, 2003.*

*The employer will in no way attempt to coerce an employee to sign a document or instrument which the employee believes contradictory or incoherent with the facts or his professional opinion.*

[26] The employer opposed this provision.

[27] The arbitration board determines that the bargaining agent's proposal should not be included in the collective agreement.

[28] The bargaining agent proposed that the collective agreement have a duration of three (3) years, that is, with an expiry date of September 30, 2006.

[29] The employer proposed that the arbitral award have a duration of two (2) years from the date the award is rendered.

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[30] The arbitration board determines that the arbitral award have a duration of two (2) years from the date the award is rendered.

[31] The bargaining agent described its pay proposal as follows:

*For the AG, BI and CH occupational groups, we are harmonizing the pay rates and establishing new salary scales. The basis of the new structure is the second level (BI-2, AG-2 and CH-2). The maximum of that new level is set 15% greater than the maximum of the EG-5. The maximum of the other levels are set in relation to the second level -*

<i>The maximum of the first level is 20% below the maximum of the second level.</i>
<i>The maximum of the third level is 16% greater than maximum of second level.</i>
<i>The maximum of the fourth level is 11% greater than maximum of third level.</i>
<i>The maximum of the fifth level is 12% greater than maximum of fourth level.</i>

*These ratios are similar to the current relationship between maximums for these three groups.*

*The steps in the new salary structure are set at a constant dollar amount equal to:*

<i>LEVEL 1</i>	<i>1600</i>
<i>LEVEL 2</i>	<i>2000</i>
<i>LEVEL 3</i>	<i>2400</i>
<i>LEVEL 4</i>	<i>2600</i>
<i>LEVEL 5</i>	<i>2800</i>

*For all groups, the economic adjustment numbers are the same:*

- 2.5% effective October 1, 2003*
- 2.65% effective October 1, 2004*
- 2.75% effective October 1, 2005*
- Collective Agreement to expire September 30, 2006*

*For ES, CO, SE and ELS, a step is added to the top of each level. For the PG group, two (2) steps are added and six (6) steps are dropped from the bottom of PG-1.*

[32] The employer's pay proposal for all groups is as follows:

*Effective October 1, 2003: 2.0%*  
*Effective October 1, 2004: 2.0%*  
*Effective October 1, 2005: 2.0%*  
*Effective October 1, 2006: 2.0% on an annualized basis for the period October 1, 2006, until the date in 2007 which is two (2) years from the date of the arbitral award.*

[33] The arbitration board determines that the rates of pay should be adjusted as follows:

- (a) with respect to the AG, BI and CH groups, the rates are to be harmonized, using the AG/BI rate at the minimum, with some further adjustments, effective October 1, 2003; the effect of these changes on rates of pay are set out in Appendix "A" to this award. Effective October 1, 2003, employees will move to the rate of pay which is nearest to, but not less than their current rate of pay;
  - (b) following the adjustment of rates as described above, all rates of pay for the harmonized group (that is, AG, BI, CH) shall be increased by 2.5% effective October 1, 2003. Effective October 1, 2004, all rates of pay shall be increased by a further 2.25%. Effective October 1, 2005, all rates of pay shall be increased by a further 2.4%. Effective October 1, 2006, all rates of pay shall be increased by a pro-rated amount, based on an annualized increase of 2.5%, for the period from October 1, 2006 to the expiry date of the award (i.e. the date which is two (2) years from the date of this award);
  - (c) with respect to all other groups (that is, CO, ES, SE, ELS and PG) in the bargaining unit, all rates of pay shall be increased by 2.5% effective October 1, 2003. Effective October 1, 2004, all rates of pay shall be increased by a further 2.25%. Effective October 1, 2005, all rates of pay shall be increased by a further 2.4%. Effective October 1, 2006, all rates of pay shall be increased
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by a pro-rated amount, based on an annualized increase of 2.5%, for the period from October 1, 2006 to the expiry date of the award (i. e. the date which is two (2) years from the date of this award).

[34] The arbitration board shall remain seized of this matter for a period of three (3) months from the date of this award in the event the parties encounter any difficulties in its implementation.

June 14, 2005.

**Philip Chodos**  
**for the Board**

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**AG/BI/CH HARMONIZATION EFFECTIVE OCTOBER 1, 2003**


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<b>LEVEL</b>				<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>	<b>Step 8</b>
AG-01	24363	to	42638	43500	45185	46869	48558	50243	51704		
BI-01	24363	to	42638	43500	45185	46869	48558	50243	51704		
CH-01	27205	to	37848	40317	42131	43940	45751	47464			
Harmonization	35848	to	42638	43500	45185	46869	48558	50243	51926		
AG-02				47627	49669	51724	53768	55817	57865	59911	61704
BI-02				47627	49669	51724	53768	55817	57865	59911	61704
CH-02				44403	46584	48767	50950	53146	55318	57390	60483
Harmonization				47627	49669	51724	53768	55817	57865	59911	61704
AG-03				56658	59121	61580	64048	66505	68768	70807	
BI-03				56658	59121	61580	64048	66505	68768	70807	
CH-03				53340	55964	58587	61215	63837	66463	69086	70519
Harmonization				56658	59121	61580	64048	66505	68768	70807	72350
AG-04				67080	69671	72272	74864	77463	79837		
BI-04				67080	69671	72272	74864	77463	79837		
CH-04				64102	67040	69752	72458	75166	77875	80127	
Harmonization				67080	69671	72272	74864	77463	79837	82232	
AG-05				76384	79256	82129	84906	87457			
BI-05				76384	79256	82129	84906	87457			
CH-05				74106	77293	80483	83669	86856	89108		
Harmonization				76384	79256	82129	84906	87457	90008		

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