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File: 166-32-36475

Citation: 2007 PSLRB 80



*Public Service
Staff Relations Act*

Before an adjudicator

BETWEEN

VALÉRIE COUPAL ET AL.

Grievors

and

CANADIAN FOOD INSPECTION AGENCY

Employer

Indexed as

Coupal et al. v. Canadian Food Inspection Agency

In the matter of a grievance referred to adjudication under section 92 of the *Public Service Staff Relations Act*

REASONS FOR DECISION

Before: Léo-Paul Guindon, adjudicator

For the Grievors: Frédéric Durso, Professional Institute of the Public Service of Canada

For the Employer: Adrian Bieniasiewicz, counsel

Heard at Montréal, Quebec,
December 7, 2006.
(P.S.L.R.B. Translation)

I. Grievance referred to adjudication

[1] On June 4, 2003, Valérie Coupal, Doctor of Veterinary Medicine (DVM), filed this grievance against the Canadian Food Inspection Agency (“the CFIA” or “the employer”). According to the grievance’s wording, it was filed on behalf of all of the veterinarians employed by the CFIA in the province of Quebec. This grievance is concerned with the refusal to reimburse membership fees that the grievors paid to the Ordre des médecins vétérinaires du Québec (“the OMVQ”) for the years 2001-2002 and 2002-2003.

[2] The following grievors have confirmed, by their signatures, that they consent to this grievance being filed in their names:

Atijas, Branislav	Fiset, Lorraine	Marcoux, Michel
Bélangier, Yves	Fortin, Louis	Marcoux, Pierre
Belleau, Chantal	Gagnon, Lucie	Martel, Rachel
Bilodeau, Réal	Gauthier, Jocelyne	O'Donnell, Peter
Blanchette, Michel	Gauvin, Michèle	Patenaude, Gilles
Boussouira, Madjid	Girard, Éric	Perras, Évelyne
Bouvier, Marcel	Godin, Bruno	Perreault, Karine
Cagna, Stefano	Gourde, Marcel	Philippon, Robert
Chartré, Lyne	Guy, Jacques	Poisson, Sonia
Colas, Daniel	Haddou, El Mehdi	Raymond, Bernard
Cossette, Patrice	Harrison, Kathy	Rodrigue, Martin
Couillard, Michel	Jacob, Jean-Marc	Siemaszkiewicz, Paul
Coupal, Valérie	Jacques, Rémi	Soucy, Hélène
Diaz, Patricio	Jobidon, Élisabeth	St-Pierre, Élisabeth
Djillali, Bachir	Lapierre, Marc	Trempe, André
Dolbec, Yvonne	Laurendeau, Sonja	Trépanier, Claude
Dufour, Jeanne	Léonard, Michel	Turgeon, Gérald
Dufour, Paquerette	Lounis, Makhoulouf	Villeneuve, Simon
Favreau, Claude	Mackay, Anna	

[3] On April 1, 2005, the *Public Service Labour Relations Act*, enacted by section 2 of the *Public Service Modernization Act*, S.C. 2003, c. 22, was proclaimed in force. Pursuant to section 61 of the *Public Service Modernization Act*, this reference to adjudication must be dealt with in accordance with the provisions of the *Public Service Staff Relations Act*, R.S.C. 1985, c. P-35.

II. Summary of the evidence

[4] The parties adduced a joint statement of facts (Exhibit F-1), which reads in part as follows:

[Translation]

...

1. *The grievors in this grievance (“the complainants”) are employed by the Canadian Food Inspection Agency (“the CFIA”).*
2. *At the time that this grievance was filed, the complainants occupied VM-01, VM-02 (Veterinary Medicine) and RVO (Regional Veterinary Officer) positions respectively at the CFIA.*
3. *Subject to paragraphs 7, 8 and 9 below, during the period covered by the grievance all of the complainants occupied VM-01 and VM-02 positions and were assigned to the meat hygiene program.*
4. *The complainants, designated as veterinary inspectors under section 13 of the Canadian Food Inspection Agency Act, were called on to work in abattoirs located in the province of Quebec.*
5. *The complainants request reimbursement of the annual professional membership fees paid to the Ordre des médecins vétérinaires du Québec (“the OMVQ”) for the years 2001-2002 and 2002-2003.*
6. *In accordance with the provisions governing the OMVQ, a fiscal year is deemed to begin on April 1 of each year and to end on March 31 of the following year.*
7. *The following complainants began their employment at the CFIA in veterinary medicine positions on the following dates:*
 - (a) Atijas, Branislav — July 2, 2002;*
 - (b) Bélanger, Yves — May 27, 2002;*
 - (c) Haddou, El Mehdi — April 22, 2002*
 - (d) Harrison, Kathy — July 2, 2002;*
 - (e) Lapierre, Marc — June 17, 2002;*
 - (f) Lounis, Makhlouf — June 3, 2002;*
 - (g) Siemaszkiewicz, Paul — May 27, 2002;*
 - (h) St-Pierre, Elizabeth — May 27, 2002;*
 - (i) Villeneuve, Simon — May 27, 2002.*
8. *The following complainants were transferred to the animal health program on the following dates:*

- (a) *Couillard, Michel — March 23, 2003;*
- (b) *Djillali, Bachir — March 24, 2003;*
- (c) *Gagnon, Lucie — March 24, 2003.*

9. *The following complainants were promoted to RVO positions on the following dates:*

- (d) *Mackay, Anna — February 17, 2003;*
- (e) *Marcoux, Pierre — February 14, 2003.*

10. *The complainants who were transferred to the animal health program as indicated in paragraph 8 were reimbursed for all or part of the membership fees that they paid to the OMVQ.*

11. *All of the complainants were appointed to their respective positions under federal legislation.*

12. *All of the complainants are federal government employees.*

...

[5] The relevant collective agreement in this grievance (“the collective agreement”) was signed on May 27, 2002 between the CFIA and the Professional Institute of the Public Service of Canada for the Veterinary Medicine bargaining group. The following articles of the collective agreement apply to this grievance:

...

ARTICLE E2 - REGISTRATION FEES

E2.01 *The Employer shall reimburse an employee for his payment of membership or registration fees to an organization or governing body when the payment of such fees is a requirement for the continuation of the performance of the duties of his position.*

**

E2.02 *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 the practice of Veterinary Medicine, to a maximum of eight hundred dollars (\$800.00).*

**

(b) effective November 1, 2002 upon receipt of proof of payment, the reimbursement referred to in (a), will commence for fees that become due for 2003.

...

ARTICLE G4 - DURATION

**

G4.01 *The duration of this Collective Agreement shall be from the date it is signed to the 30th day of September, 2003.*

G4.02 *Unless otherwise expressly stipulated, the provisions of this Collective Agreement shall become effective on the date it is signed.*

...

[6] The parties acknowledge that clause E2.01 appeared in the former collective agreement with the same wording as quoted above. Clause E2.02, quoted above, is new and did not appear in the former collective agreement. The parties acknowledge that the word “year” used in clause E2.02 refers to the year beginning on April 1 of a calendar year and ending on March 31 of the following calendar year and that it corresponds to the 12 months of the federal government fiscal year.

[7] The grievors were veterinary inspectors in the meat hygiene program. During her testimony, Dr. Coupal adduced the VM-01 and VM-02 position descriptions (Exhibit F-3). Veterinarians at both of those levels make diagnoses following *post-mortem* and *ante-mortem* assessments on animals. Veterinarians must determine whether animals represent a risk to human or herd health and whether hygiene and slaughter standards are respected. When animals or animal parts are affected by certain hygiene conditions that make them unfit for human consumption, veterinarians on duty sign condemnation certificates (Exhibit F-4). According to Dr. Coupal, non-members of veterinarians’ professional associations are not prohibited from performing any of the duties set out in the position descriptions.

[8] When shipments to the United States market must meet the requirements of United States legislation, veterinarians on duty sign export certificates (Exhibit F-5). According to Dr. Coupal, in the past such shipments have been refused at the border because the veterinarian did not indicate his or her professional title with the

signature. Export certificates require that the veterinarian's name and professional title (veterinary inspectors within the meaning of the *Meat Inspection Act*, R.S.C. 1985, c. 25 (1st Supp.)) be indicated and that a seal be affixed.

[9] A different certificate is used for exports to countries other than the United States, and it certifies that the meat product meets the standards set out in the *Meat Inspection Act* (Exhibit F-6). That certificate is approved by the veterinary inspector or the official veterinarian.

[10] The CFIA adheres to the hygiene standards of the World Organisation for Animal Health ("the OIE") (Exhibit F-7). According to Dr. Coupal, the OIE requires that an "official veterinarian" be a veterinarian in accordance with the *International Animal Health Code*. The OIE uses the following definition:

...

[M]eans a veterinarian authorised by the Veterinary Administration of the country to perform certain designated official tasks associated with animal health and/or public health and inspections of commodities and, when appropriate, to certify in conformity with the provisions of Section 1.2 of the Terrestrial Code.

...

[11] According to Dr. Coupal, a veterinarian must be a member in good standing of a veterinarians' professional association to be able to use the title "Dr." Obtaining a university degree in veterinary medicine does not allow a person to practise as a veterinarian or to use the title "Dr." unless that person is also a member of a professional association. Only members in good standing of such a professional association may make diagnoses and identify forms of pathology.

[12] The statements of qualifications for VM-01 and VM-02 positions require professional certification, defined as eligibility for membership in a Canadian veterinarians' professional association (Exhibits E-1 and E-2). The statement of qualifications for VM-01 positions defines this requirement more specifically as follows (Exhibit E-2):

[Translation]

...

- *members in good standing of a Canadian veterinarians' professional association who hold a license to practise recognized by the Canadian Veterinary Medical Association (CVMA);*

and

- *persons who are not members of a Canadian veterinarians' professional association but who hold a Certificate of Qualification issued by the CVMA's National Examining Board (NEB).*

...

[13] According to Dr. Coupal, the statement of qualifications for VM-02 positions is incomplete (Exhibit E-1), and it should include the same definition of professional certification contained in the statement of qualifications for VM-01 positions (Exhibit E-2).

[14] No mention was made of a requirement for membership in a veterinarians' professional association when Dr. Coupal was hired or at the selection interviews. When she was hired, Dr. Coupal did not verify whether membership in a veterinarians' professional association was a requirement for being hired as a veterinarian or whether ongoing membership was a requirement for remaining in the position. She noted that some veterinary inspectors are not members in good standing of such an association. Membership in a professional association has no repercussions on veterinary inspectors' pay. For veterinary inspectors, reimbursement of professional membership fees is a form of taxable income.

[15] Veterinary inspectors working in the animal health program are called on to euthanize animals by administering drugs. In the meat hygiene program, animals are euthanized by using a percussion gun or, in the case of poultry, by cutting the animal's throat. The employer has published no directives requiring that veterinary inspectors precede their signature with the abbreviation "Dr." or follow it with the letters "DVM."

[16] According to Dr. Coupal, all export certificates accompanying shipments to the United States indicate the professional title of the person who signs them. In the abattoir where she works, one export certificate that a veterinary inspector signed was returned because that inspector did not indicate his or her professional title with the

signature, so a new export certificate had to be prepared. Dr. Coupal always uses the abbreviation “Dr.” or “DVM” with her signature, although she has not received any directive, comment, remark or memorandum from the employer in that regard. Refused export certificates are returned to the abattoir concerned, and the person responsible at the regional office is notified of the incident. Products or certificates not meeting standards can result in export certificates being refused.

[17] Gaétan Tessier, CFIA Regional Director, Montréal West, testified that the admissibility requirements for a Canadian veterinarians’ professional association do not require being a member of such an association. The CFIA requires that candidates for veterinary inspector positions hold a diploma from a school of veterinary medicine accredited or approved by the Canadian Veterinary Medical Association (“the CVMA”) or a degree from another school of veterinary medicine and a Certificate of Qualification issued by the CVMA’s National Examining Board. A Certificate of Qualification is issued to persons who pass a test administered by the CVMA’s National Examining Board. These requirements are identical for the two levels of the veterinary inspector positions.

[18] The President of the CFIA appoints persons who meet the requirements to veterinary inspector positions under the *Canadian Food Inspection Agency Act*, S.C. 1997, c. 6.

[19] Mr. Tessier confirmed that a veterinary inspector who is not a member of a professional association may perform all of the duties set out in the position descriptions. Membership in such an association has no repercussions on pay or promotion. In Mr. Tessier’s opinion, between 20 and 25 percent of veterinary inspectors at the CFIA are not members of such an association.

[20] Veterinarians are not required to indicate their professional title when signing condemnation certificates. The CFIA does not require veterinary inspectors to be members of a professional association. The signature appearing on export certificates accompanying shipments to the United States or to any other country certifies, on behalf of the CFIA, that a veterinary inspector within the meaning of the *Meat Inspection Act* has carried out an inspection of the products and declares that they meet the various legal requirements. According to Mr. Tessier, no exports to the United States have been refused because a veterinary inspector did not indicate his or her professional title with his or her signature. He was not informed of any particular

problems with respect to export certificates that did not indicate a veterinary inspector's professional title. Most veterinary inspectors who are members of a professional association indicate their title with their signature.

[21] Veterinary inspectors working in the meat hygiene program are not called on to euthanize animals. If animals or poultry are to be euthanized, the abattoir does it. Drugs are not used to euthanize animals in the meat hygiene program.

[22] Dr. Coupal was authorized to testify again with respect to Mr. Tessier's statements about the administrative procedure when an export certificate is refused. When the United States authorities consider that shipments do not meet their legal requirements, the products are returned to the source abattoir and the CFIA Regional Director is informed. When shipments are refused at the border because the certificate indicates contents that are different from the actual shipment, that procedure is not used; the situation is considered an administrative problem and a new certificate is issued. The Canadian Embassy in Washington may guarantee that a new certificate will follow. Regional directors are not informed of such cases.

III. Summary of the arguments

A. For the grievors

[23] It is true that, as long as federal government employees' actions fall within areas of exclusive federal jurisdiction, they are not subject to provincial legislation and regulations. *Canada v. Lefebvre*, [1980] 2 F.C. 199 (C.A.), sets out the principle that the federal public service is not subject to provincial legislation.

[24] In the case of veterinarians, Quebec's *Professional Code*, R.S.Q., c. C-26, protects the titles "doctor" and "physician." To use them, veterinarians must be members of the OMVQ, which governs the profession in Quebec.

[25] The activities of the CFIA meat hygiene program extend beyond areas of exclusive federal jurisdiction, since they involve provincial abattoirs and producers as well as other countries. If the public is led to believe that the CFIA does business with certified professionals, it becomes a matter of public interest that the persons providing CFIA services be certified professionals.

[26] *Bertrand and Krushelniski v. Treasury Board (Solicitor General Canada)*, PSSRB File Nos. 166-02-16666 and 16667 (19881107), recognized that employees are entitled to reimbursement of their professional membership fees when the employer gives them the impression that being a member of a professional association is a requirement for the performance of their duties. In *Bertrand and Krushelniski*, the public was advised that registered nurses provided the services concerned. This principle was also recognized in *Gajadharsingh et al. v. Treasury Board (Veterans Affairs Canada)*, PSSRB File Nos. 166-02-16812 to 16815 and 17674 (19890410). *Barbas et al. v. Treasury Board (Veterans Affairs Canada)*, PSSRB File Nos. 166-02-18122 to 18176 (19890510), and *Chorney and Booth v. Treasury Board (Solicitor General Canada)*, PSSRB File Nos. 166-02-14644 and 14656 (19850327), are to the same effect.

[27] According to the wording of subsection 13(3) of the *Canadian Food Inspection Agency Act*, the President of the CFIA may designate veterinarians or non-veterinarians as inspectors. The wording of that provision distinguishes between inspectors who are veterinarians and those who are not.

[28] The *petit Larousse illustré* defines “[translation] veterinarian” as “[translation] a person who, holding a diploma from a national veterinary school, practices animal medicine.” That definition is also acknowledged by common sense. As well, it is recognized that professional associations are responsible for protecting the public. The statements of qualifications and export certificates use the words “veterinarian” and “veterinary inspectors.” In addition, condemnation certificates are signed by “veterinarians on duty;” to CFIA clients, those terms refer to professional veterinarians.

[29] The *International Animal Health Code* sets out a procedure for certification by veterinarians. It does not use generic terms such as “veterinary inspectors” but defines “official veterinarian” as follows:

...

[M]eans a veterinarian authorised by the Veterinary Administration of the country to perform certain designated official tasks associated with animal health and/or public health and inspections of commodities and, when appropriate, to certify in conformity with the provisions of Section 1.2 of the Terrestrial Code.

...

Paragraph 2 of Chapter 1.2.2 of that *Code*, entitled “Certification Procedures,” specifies that the “Veterinary Administrations” of importing and exporting countries should cooperate in setting import requirements. According to the paragraph 3, a note of guidance specifying the agreement’s conditions may be sent to the veterinarian who signs the certificate for his or her information; as well, “the professional integrity of the certifying veterinarian must be respected and safeguarded.” In accordance with article 1.2.2.2 of that *Code*, certificates issued must respect principles relevant to provincial jurisdiction. “Veterinary Services” must comply with basic ethical principles, which are responsibilities that are devolved to provincial professional associations. The CFIA must respect all OIE standards.

[30] According to Dr. Coupal’s testimony, the evidence establishes that export certificates accompanying shipments to the United States are not accepted if no professional title is indicated. As well, the employer’s witness acknowledges that veterinary inspectors use the abbreviation of their professional title; even though the employer does not require them to do so, using the title enhances the CFIA’s credibility.

B. For the employer

[31] This grievance is based on clause E2.01 of the collective agreement, which provides for the reimbursement of membership fees only if payment of such fees is a requirement for the continuation of the performance of the duties of the veterinary inspector. The burden of proof rests on the grievors (*Muller and Williams v. Canada Customs and Revenue Agency*, 2002 PSSRB 19, and *Rosendaal et al. v. Treasury Board (Revenue Canada - Taxation)*, PSSRB File Nos. 166-02-22291, 23143 and 23144 (19930506)).

[32] Section 13 of the *Canadian Food Inspection Agency Act* authorizes the President of the CFIA to designate veterinarians or non-veterinarians as inspectors. Since the English version of that *Act* uses both of the terms “inspectors” and “veterinary inspectors,” the term “veterinary inspectors” may be used to designate certain employees. The President of the CFIA assigns the duties of veterinary inspectors so that the CFIA can carry out the responsibilities set out in section 11 of the *Canadian Food Inspection Agency Act*. The duties of veterinary inspectors fall under federal jurisdiction. According to *Lefebvre*, the power to regulate the hiring of employees, like that of regulating their working conditions, belongs exclusively to the federal

Parliament. Consequently, the actions taken by federal government employees in performing their duties are a matter of exclusive federal jurisdiction.

[33] According to the evidence adduced, the employer does not require veterinary inspectors to be OMVQ members to become employed or to remain in their positions. In a similar case, *Dagenais v. Treasury Board (Veterans Affairs Canada)*, PSSRB File No. 166-02-16517 (19870602), an adjudicator found that in those circumstances membership in a professional association was not a requirement for the continued performance of the duties of the position. *Kalancho v. Treasury Board (Solicitor General Canada)*, PSSRB File No. 166-02-14738 (19841220), in which an employer does not require its employees to be members of a professional association, came to the same conclusion.

[34] The grievors allege that certain duties (making diagnoses and using drugs to euthanize animals) require them to be OMVQ members. Those requirements, which are set out in a provincial statute, are not applicable to federal government employees. According to *Harper v. Canadian Food Inspection Agency*, 2002 PSSRB 87, the evidence must establish that the employee must be authorized to exercise his or her profession to perform the duties of his or her position and that such a requirement is imposed by a federal statute. That is not the case in this grievance since veterinary inspectors may perform all of the duties set out in their position descriptions without being members of a veterinarians' professional association.

[35] The requirement to be admissible to a Canadian veterinarians' professional association, set out in the statement of qualifications, does not imply a requirement for membership in such an association. The employer has never required that incumbents in those positions be members of a veterinarians' professional association to become employed or to remain in a veterinary inspector position. Membership in such an association has no advantages with respect to pay or promotion.

[36] Clause E2.02, added to the collective agreement in May 2002, specifies that where the reimbursement of membership or registration fees is not a requirement for the continuation of the performance of the duties of the position, the employer shall reimburse registration fees required for 2003. Even though this clause is not retroactive, the grievors claim reimbursement for the two previous years.

[37] As has been argued, in accordance with clause E2.01 of the collective agreement grievances cannot give rise to entitlement. *Katchin v. Canadian Food Inspection*

Agency, 2004 PSSRB 26, dismissed a grievance in circumstances identical to those of this grievance, involving veterinarians occupying positions as inspectors assigned to the meat hygiene program. That decision should be followed in this grievance.

C. Rebuttal by the grievors

[38] In rebuttal, the grievors' representative pointed out that the circumstances in the decisions cited by the employer are different from those in this grievance. According to the grievors' representative, with respect to the incident involving the export certificate accompanying a shipment to the United States, Dr. Coupal's testimony must be given greater weight since it has greater probative force than the testimony provided by Mr. Tessier, who is not a veterinarian.

IV. Reasons

[39] Clause E2.02 of the collective agreement has to do with the reimbursement of registration fees paid to a regulatory body governing the practice of veterinary medicine, where such reimbursement is not a requirement for the continuation of the performance of the duties of the position. According to clause E2.02(b), that reimbursement is to start for registration fees required for 2003.

[40] The grievors' grievance concerns the reimbursement of professional membership fees paid for the years 2001-2002 and 2002-2003. According to the evidence adduced, the 2003 membership fee year referred to in the collective agreement corresponds to the federal government fiscal year, which is from April 1, 2003 to March 31, 2004. As a result, clause E2.02 of the collective agreement is not applicable to this grievance, since the employer agreed to reimburse non-compulsory professional membership fees only starting in 2003 and not for 2001 or 2002.

[41] As well, in accordance with clause E2.01 of the collective agreement, professional membership fees may be reimbursed to an employee only when the payment of such fees is a requirement for the continuation of the performance of the duties of the position. In this regard, I noted the following points set out in *Katchin*:

...

[52] *The issue raised in the grievance is to decide whether Dr. Katchin is entitled to have his CVO registration fees*

reimbursed for 2001 and 2002. The grievance was based on clause E2.01 of the collective agreement.

[53] The parties agreed that clause E2.01 specifies that the registration fees paid by Dr. Katchin have to be reimbursed if the CVO license is a requirement for the continuation of the duties of Dr. Katchin's position. In summary, the parties agreed that if Dr. Katchin's position requires him to euthanize animals by lethal injection or acquire and use controlled drugs, he needs a CVO license to be able to do so in respect of the Federal statutes: Controlled Drugs and Substances Act and the Health of Animals Act (replacing the Animal Disease and Protection Act) and related regulations. Consequently, I find that the Lefebvre decision (supra) related to Provincial legislation cannot apply in the present file.

[54] The position description of a veterinary officer working in the meat hygiene program did not state euthanasia or the need to use or buy controlled drugs in the list of duties to be performed. Dr. Katchin submitted that the position description included those duties under the general topic of "Performs other duties." The onus of proof lies with the grievor who has to convince me that the employer required him to perform duties that necessitated a license to be entitled to reimbursement of fees under clause E2.01.

...

[42] The parties acknowledged that the wording of clause E2.01 of the collective agreement, which is applicable to this grievance, is the same as that in the former collective agreement. Dr. Katchin requested reimbursement of the membership fees that he paid to the veterinarians' professional association in the province where he exercises his profession (Ontario) for 2001 and 2002, the same years as in this grievance.

[43] Dr. Coupal cited different reasons than Dr. Katchin to establish that paying OMVQ membership fees is a requirement for the continuation of the performance of the duties of her position as a veterinary inspector assigned to the meat hygiene program. On this point, she acknowledged that no duty set out in the descriptions for VM-01 and VM-02 positions requires membership in a veterinarians' professional association. Therefore, according to the position descriptions, OMVQ membership is not a requirement for the continuation of the performance of the duties of veterinarians at the CFIA and, in these circumstances, clause E2.01 of the collective agreement is not applicable.

[44] According to Dr. Coupal, the evidence that an export certificate accompanying a shipment to the United States was refused because the signing veterinary inspector apparently did not indicate his or her professional title with the signature establishes that the professional title is a requirement for the continuation of the performance of the duties of her position. That statement is contested by Mr. Tessier, who was unaware of that particular incident. Mr. Tessier stated that no such incident was brought to his attention in his capacity as CFIA regional director, Montréal West. According to Dr. Coupal, the regional director, Montréal West, need not be informed of such an incident, which is purely administrative in nature and is dealt with by the abattoir concerned. In this grievance there is no need to choose between the interpretations offered by Dr. Coupal and Mr. Tessier since, assuming that the incident referred to by Dr. Coupal did in fact occur, it does not give rise to entitlement to the reimbursement of professional membership fees.

[45] The parties acknowledge that the employer did not require or recommend that veterinary inspectors indicate their professional title on export certificates or condemnation certificates. I do not see how the employer's tolerance of the fact that some employees indicate their professional title on those documents could be considered an indication that OMVQ membership is "a requirement for the continuation of the performance of the duties of [their] position[s]."

[46] Even though, as a result of their own legislation or their own criteria for the protection of human or animal health, the administrative authorities of importing countries or agencies such as the OIE require that veterinary inspectors be members in good standing of a veterinarians' professional association, this fact cannot influence the interpretation of the collective agreement. Despite the great importance that must be attached to matters of public interest and of the protection of human and animal health, I do not see how these matters can be relevant to the interpretation and application of the collective agreement in this grievance. The rules of interpreting collective agreements allow for reference to extrinsic evidence as an aid to interpretation only where the wording of a clause is confusing (see Brown and Beatty, *Canadian Labour Arbitration*, 4th Ed., para 3:4400). In this grievance, that is not the case.

[47] For all of the above reasons, I make the following order:

(The Order appears on the next page)

V. Order

[48] The grievance is dismissed.

July 31, 2007.

P.S.L.R.B. Translation

**Léo-Paul Guindon,
adjudicator**