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Files: 166-32-35778 to 35786  
and 35788 to 35795

Citation: 2009 PSLRB 146



*Public Service  
Staff Relations Act*

Before an adjudicator

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BETWEEN

ANDRÉ GRÉGOIRE, JOCELIN R. LACHANCE, MICHEL P. JACQUES, DAMIEN HÉBERT,  
JACQUELIN S. CARRIER, YVES TURGEON, NORMAND BEAUREGARD, HÉLÈNE  
DUBEAU, SUZANNE BRISSON, RENÉ A. DESROSIERS, ANNIE ROY, GUY ROLLIN,  
GAËTANE PROULX, YVES BRIEN, HÉLÈNE BENOIT AND JULIE LAROCHELLE

Grievors

and

CANADIAN FOOD INSPECTION AGENCY

Employer

Indexed as

*Grégoire et al. v. Canadian Food Inspection Agency*

In the matter of grievances referred to adjudication pursuant to section 92 of the  
*Public Service Staff Relations Act*

**REASONS FOR DECISION**

***Before:*** Roger Beaulieu, adjudicator

***For the Grievors:*** Guylaine Bourbeau, Public Service Alliance of Canada

***For the Employer:*** Sean Kelly, counsel

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Heard at Quebec, Quebec,  
September 16 to 18, 2008,  
and heard at Montreal, Quebec, February 25 and 26, 2009.  
(PSLRB Translation)

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**I. Grievances referred to adjudication**

[1] These 17 individual grievances were referred to adjudication in February 2005. Each grievor was an inspector with the Canadian Food Inspection Agency (CFIA) working at one of four meat processing plants, in Saint-Cuthbert (No. 89, poultry), Berthierville (No. 39, poultry), Saint-Cyrille-de-Wendover (No. 53, beef) and Vallée Jonction (No. 147, pork).

[2] 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*, these references 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.

[3] The grievors' main demand is to be paid overtime for the time required to dress before starting shifts. The 17 grievances are identical on that point. The wording is as follows:

[Translation]

...

*I contest the employer's decision not to pay me for the time required to dress to perform my work at the start of operations, as claimed on my 4600 form of May 2003.*

...

[4] Other claims or demands of overtime were raised during the hearing about calculating the time required to dress for work. The following is a summary of the demands that were raised by one or both of the two bargaining agent witnesses:

The time needed to:

- a) check the plant's voice mail or to make telephone calls about absenteeism;
- b) verify the CFIA's instructions;
- c) clean the knives and mesh glove;
- d) adjust the platform on the production line;

- e) wash hands;
- f) sharpen knives;
- g) start the CFIA computer;
- h) prepare the box of labels;
- i) prepare the plates for the Sulfa On Site tests;
- j) prepare the box of samples;
- k) prepare the forms;
- l) travel to their posts five minutes before the start of their shifts (only at the Berthierville plant); and
- m) travel to a plant that is not their usual workplace.

I will address these secondary demands in sequence in the summary of the evidence and in my reasons.

[5] At the start of the hearing, the parties agreed to review the files of Jacquelin Carrier, Vallée Junction plant, and Mr. Brien, Berthierville plant, and indicated that this common evidence would apply to the 17 grievances in a single decision.

[6] All the grievances were filed in 2003 under the collective agreement between the CFIA and the Public Service Alliance of Canada signed on July 6, 2001 (“the collective agreement”).

[7] The CFIA verifies the healthiness of red meat and poultry products from plants inspected by the federal government. Inspectors and veterinarians conduct the verifications.

[8] The CFIA requires its inspectors to be punctual and to be ready to perform their duties as soon as their shifts start on the plant’s production line. The CFIA does not require that they be present at the abattoir at a specific time to prepare and dress for work.

[9] Inspectors and veterinarians working at a red-meat processing plant must put on the following clothing and equip themselves as follows before reporting to their posts on the plant's production line (or off-line post) when the shift starts: helmet, boots, earplugs, shirt, pants, lab coat, hairnet, beard net (if applicable), plastic gloves, knives, sharpening stone, mesh glove, hammer (only in certain red-meat plants) and hook (only in certain red-meat plants). Inspectors and veterinarians working at a poultry plant must wear the same clothing and must have the same equipment, except for the knives, sharpening stone, mesh glove, coat and hook.

## **II. Summary of the evidence**

### **A. For the grievors**

[10] Mr. Carrier is a meat inspector with over 31 years of experience at different plants in Quebec that process pork, beef and poultry, including chicken, quail and duck.

[11] Mr. Carrier is also a shop steward and a health and safety representative.

[12] Mr. Carrier's testimony dealt essentially with preparation time. He estimated that 14 to 15 minutes elapse from when he walks through the door at the Vallée Jonction plant until the he arrives at his post on the production line for the start of his shift. On the other hand, at the poultry plants, he is able to dress and get ready in 10 to 15 minutes at the most.

[13] That time includes the time to pick up and sharpen the knives, to answer the occasional telephone call when his co-workers are absent and to wait in line and to perform the other activities listed in paragraph 4 of this decision.

[14] The second witness was Mr. Brien, a meat inspector at Berthierville. Mr. Brien has over 28 years of experience with his current employer and has worked at many plants that process red and white meat, beef, pork, red deer, and lamb as well as poultry plants.

[15] Mr. Brien is president of his bargaining agent local in Berthierville.

[16] As for the preparation time needed to dress and report on time at a poultry plant such as the one he works at in Berthierville, Mr. Brien estimated that he needs a minimum of 15 minutes.

[17] In cross-examination, Mr. Brien admitted that his 15 minutes of preparation begin from the time he opens the door to the plant with his electronic security card. His 15 minutes include the time needed to take the occasional telephone message as well as to perform the activities listed in paragraph 4 of this decision. The witness also included the 5 minutes referred to in a directive from Dr. Jean-Pierre Robert, which the parties agreed I should exclude from the evidence. Taking that 5-minute reduction into account, Mr. Brien's total preparation time is less than 15 minutes, i.e., 10 to 13 minutes at the most.

**B. For the employer**

[18] The employer called two witnesses.

[19] The first witness, Marie-Josée Loffredo-Forest, Regional Director, St-Hyacinthe Region, has been employed at the CFIA for 13 years. One of her main duties as director general is to oversee the implementation of the safety program and compliance monitoring.

[20] She explained that the CFIA in Quebec is divided into four regions: Montreal West, Montreal East, Quebec and St-Hyacinthe.

[21] Before arriving in St-Hyacinthe as director general, she was the director general of the Quebec region and held the same responsibilities.

[22] Before being employed as the director general in Quebec and then in St-Hyacinthe, Ms. Loffredo-Forest was the veterinarian in charge of the processing plants from 1995 to 2000 and was the veterinarian in charge for the St-Hyacinthe region from 1997 to 2000.

[23] In the Quebec region, Ms. Loffredo-Forest was responsible for 8 meat processing plants and 14 separate programs, while in St-Hyacinthe she was responsible for 13 plants and 11 programs.

[24] Therefore, Ms. Loffredo-Forest is very familiar with the environment at the meat processing plants at issue in this hearing.

[25] The following are the central issues in this case:

- a) How long did it take Ms. Loffredo-Forest to get dressed and ready to start her shift at the scheduled time? Answer: “[translation] Five minutes, for either white or red meat.” According to Ms. Loffredo-Forest, most of the veterinarians and inspectors took roughly the same amount of time as she did, not including sharpening knives because they were sharpened by the company or were sharpened off-line.
  
- b) Who is responsible for making note of absences? According to Ms. Loffredo-Forest, no one has been specifically designated, but normally, the veterinarian in charge or the chief inspector on duty responds to telephone messages. If the chief inspector is absent, it is a matter of teamwork among the employees present, the veterinarians or inspectors close to the telephone.
  
- c) When does the CFIA require that she be present? Employees must be ready to start on the production line at a specific time at each plant, but a shift’s start time may vary between plants.

[26] There are two exceptions to that rule, as follows: 1) pre-inspection (normally the equipment is washed twice a week); in that case, the affected employees are paid overtime, and 2) ante mortem inspections, when the assigned employees are paid overtime in 15-minute blocks.

[27] Finally, in cross-examination, Ms. Loffredo-Forest stated that she often arrived at the plant five to six minutes before the start of the shift and that she had time to get dressed and to prepare to begin working at the start of the processing line.

[28] The employer’s second witness, Eric-Rémy Girard, is the food inspection manager at the Montreal regional office and has been working for the CFIA since May 1998.

[29] Mr. Girard initially worked as a veterinarian at the VM-01 level until September 2003 and then as a VM-02 until February 2007.

[30] Mr. Girard has worked at numerous CFIA plants, including three of the four referred to in this case, namely, Saint-Cuthbert, Berthierville and Vallée Jonction.

[31] Mr. Girard confirmed that it is necessary to wear the clothing and to be equipped with the tools listed in paragraph 9 of this decision.

[32] Either the veterinarian in charge or the chief inspector verifies voice messages. In their absence, any inspector can take the calls.

[33] Mr. Girard confirmed that it took him less than five minutes to get dressed and to get equipped with the necessary tools and that, based on his experience and his knowledge, the other veterinarians and inspectors took about the same amount of time to prepare and to report to their posts at the scheduled times.

[34] Getting undressed, washing boots and putting away soiled clothing took less time than getting dressed because everyone was in a hurry to leave.

[35] For sharpening knives, the general rule was that the company provided this service to the CFIA but that inspectors who wanted to sharpen the knives themselves could do so off-line.

[36] Finally, Mr. Girard confirmed that overtime is paid only in 15-minute blocks.

[37] At the end of Mr. Girard's testimony, counsel for the employer requested (and I agreed) that he demonstrate the time needed to get undressed and dressed with all the required clothing and to equip himself with everything necessary, including knives.

[38] The demonstration established that Mr. Girard needed a total of approximately four minutes to change his clothes and to report to the post on the slaughter floor. Putting on the necessary clothes was timed at 2 minutes and 45 seconds.

### **III. Summary of the arguments**

#### **A. For the bargaining agent**

[39] According to the bargaining agent, given that it is mandatory for inspectors to wear specific clothing, that they must get dressed before their shifts and that there are strict rules of hygiene to follow, the entire process must be paid, regardless of whether it is 5, 10 or 15 minutes, because that time is an integral part of their duties and is mandatory.

[40] The bargaining agent filed two cases in support of its claims.

[41] The first decision, *Commission des normes du travail c. Comité local de développement de l'Anse-à-Valleau*, 2003 CanLII 31431 (QC C.Q.), was a civil action before the Court of Quebec in which the Commission des normes du travail du Québec sought \$6650 in payment for overtime on behalf of employees working for a non-profit committee administered by volunteers from the municipality of l'Anse à Valleau, Quebec. The employer, a committee of the municipality, asked the employees concerned to report to the tourist information office at a specific time to make the necessary preparations to report to their places of work and begin performing their duties at 09:00. Thus, there was one half-hour of overtime for four employees as well as one hour of overtime for the meal period because the four employees worked during the lunch hour responding to visitors at the tourist site.

[42] The tribunal ruled that the four employees were "at work" beginning at 08:30 every morning and directed the local committee to pay \$6200 for the overtime worked.

[43] The judge wrote the following:

[Translation]

...

[6] *Uncontradicted evidence has established that, according to a direction from their employer, the employees must report to the tourist information office at 08:30 every morning to pick up the keys for the Pointe-à-la-Renommée site, the cash and the products sold at the site.*

[7] *They then go to the site, where they prepare to open at 09:00.*

...

[11] *Therefore, the employees concerned are considered "at work" starting at 08:30 each morning.*

[12] *That half-hour a day, added to the 40 hours of weekly work, constitute overtime and must be paid as such.*

[13] *As for the mandatory lunch hour, it has been well established by uncontradicted evidence that they are practically never able to take advantage of it.*

...

[17] *These daily hours constitute overtime hours that must be paid as such.*



...

[44] The bargaining agent then referred me to *Syndicat de l'enseignement de Laval c. Commission scolaire Chomedey de Laval*, 1996 CanLII 2811 (Arb. Q.). In that case, teachers with the school board supervised hospital interns by monitoring shifts at the hospital. Except for evening shifts, the daily schedule was from 07:30 to 15:30, including one hour for lunch. The school board did not set a specific daily schedule.

[45] According to the evidence, the teachers reported for work 10 to 20 minutes before the students arrived to prepare activities for them. They would also report at 07:15, 15 minutes before their shifts started, so that they could take part in the daily reporting that took place when a shift change occurred. Therefore, the teachers asked to be paid for the half-hour.

[46] In the reasons for decision, the adjudicator stated the following:

[Translation]

...

*That time before the shift starts for internships was not specifically required of any of the teachers by the board or the school. Furthermore, the teachers have not submitted a formal request to the board or to the school authorities to have the schedule or the work on internship days changed.*

...

*[A]fter reviewing the testimony, documentary evidence and case law, and after deliberating with the assessors on the entire issue, it seems obvious that this grievance cannot be allowed in full. For the undersigned, allowing a grievance from the bargaining agent and issuing the desired order to have the preparation and daily reporting periods included in the workday would amount to transferring the right to decide their own work assignments to the teachers themselves. However, from the collective agreement and the case law it is clear that the power to assign duties to the teachers lies with the board.*

*It is quite clear from the collective agreement, in particular clause 13-10.05(b), that the responsibility for assigning locations and times for the performance of educational work lies exclusively with the school board or the school authorities.*

...

*As the evidence shows, the board decided to compile seven hours per internship day. It made that decision based on submissions from teachers and so that those seven hours would be in line with a normal shift in a hospital setting.*

...

[47] However, the adjudicator ruled that the school board had an obligation to ensure that the teachers were well aware of the hours needed for the work associated with the hospital internships.

[48] In the end, the adjudicator allowed the grievance in part, recognizing that the teachers were entitled to 15 minutes of preparation time and 15 minutes for the shift report.

### **B. For the employer**

[49] At the beginning of his arguments, counsel for the employer filed a large amount of facts and law that included an abundance of case law.

[50] According to the employer, there are four issues, as follows:

- a) Does the time required for preparation or getting dressed exceed the minimum threshold of 15 minutes set by the collective agreement?
- b) Does the time that an employee takes to prepare or get dressed constitute work time?
- c) Does the Public Service Labour Relations Board (“the Board”) have jurisdiction to hear the new claims?
- d) Are the 16 grievors’ new claims authorized by the CFIA?

[51] Counsel for the employer answered the first question by stating that, even if the Board were of the opinion that the time inspectors spend preparing or getting dressed before reporting to their posts constitutes work, the time spent on those activities is less than the 15-minute threshold set by the collective agreement. Therefore, according to the employer, the inspectors are not entitled to be paid for the time spent on those activities.

[52] An employee is not entitled to overtime for work of less than 15 minutes. The parties have agreed as follows to limit overtime pay to each completed 15-minute period:

...

**27.01** *Each fifteen (15) minute period of overtime shall be compensated for at the following rates:*

- (a) *time and one-half (1.5) except as provided for in sub-clause 27.01(b) or (c);*

...

[53] In *Lirette v. Treasury Board (Transport Canada)*, PSSRB File Nos. 166-02-15325 and 15328 (19870406), the adjudicator indicated as follows:

...

*. . . Second, this overtime cannot be compensated at the higher overtime rate because, apart from exceptional circumstances requiring prior authorization, the employer limits the duration of the briefing to ten minutes and because the collective agreement requires an employee to complete fifteen minutes' work to qualify for compensation at the higher overtime rate. . . .*

...

*Consequently, I am obliged to conclude that the grievors are not entitled to any compensation for the time they must devote to briefing during watch changes. I conclude that the few minutes of the employees' time that this activity consumes - and the evidence reveals that this is less than ten minutes in many instances - are an integral part of the grievors' normal duties. I recall here the words of Adjudicator Weatherill in Re Central Hospital Corp. and Ontario Nurses' Association, Local 107 (10 L.A.C. (2d) 412). Although the collective agreement in that case contained provisions that supported different conclusions, Adjudicator Weatherill made this finding:*

*. . . the persons covered by this collective agreement are professional nurses, paid a monthly salary, and accustomed, as a matter of long-standing routine, to carry out the end-of-shift report and drug count even although it might involve remaining on duty after the hours of the normal tour.*

...

[Emphasis in the original]

[54] In *Shaddick v. Treasury Board (Transport Canada)*, PSSRB File Nos. 166-02-22134 and 149-02-117 (19921215), the Board member wrote as follows:

...

*... The question to be addressed here is whether the grievor has met the evidentiary burden in establishing that he had in fact performed this work subsequent to the end of his scheduled shift and over and above the six minute threshold period stipulated in clause 21.11. In my view he has not done so.*

...

[55] The CFIA argues that an informed person with common sense would immediately recognize that the 15-minute threshold has not been met. In this case, Ms. Loffredo-Forest and Dr. Girard testified that equipping themselves with the clothing and equipment listed earlier in this decision could be done quickly and that it takes less than 5 minutes. Mr. Carrier indicated that he had never timed the process, but he estimated that his preparation took “close to 15 minutes,” “almost 15 minutes” or “14 or 15 minutes” at a red-meat plant and “only 10 to 15 minutes” at a poultry plant. Mr. Brien stated that his preparation (notably including the new claims) took him “about 15 minutes.” It should be noted that, on the day after these testimonies, the parties agreed on a 5-minute reduction in the preparation time. Therefore, the evidence indicates that it takes much less than 15 minutes to prepare.

[56] It must be noted that a demonstration during which Dr. Girard changed his clothing and equipped himself with the necessary gear was timed at 2 minutes and 45 seconds.

[57] In response to the second question, “Does the time that an employee takes to prepare or get dressed constitute work time?”, the CFIA submits that the time inspectors take to prepare or to get dressed before reporting to their posts does not constitute work. Therefore, according to the employer, the inspectors are not entitled to be paid for the time they must spend preparing or getting dressed before reporting to their posts.

[58] Clause 2.01(r) of the collective agreement defines the term “overtime” as “. . . authorized work in excess of the employee’s scheduled hours of work” [emphasis

added]. However, the term “work” is not defined in the collective agreement. Clause 2.01(r) reads as follows:

*2.01(r) “overtime” (heures supplémentaires) means:*

*(i) in the case of a full-time employee, authorized work in excess of the employee’s scheduled hours of work;*

*or*

*ii. in the case of a part-time employee, authorized work in excess of seven decimal five (7.5) hours per day or thirty-seven decimal five (37.5) hours per week, but does not include time worked on a holiday;*

*or*

*(iii) in the case of a part-time employee whose normal scheduled hours of work are in excess of seven decimal five (7.5) hours per day in accordance with the Variable Hours of Work provisions, clauses 24.12 to 24.15, authorized work in excess of those normal scheduled daily hours or an average of thirty-seven decimal five (37.5) hours per week;*

[59] The time that an employee spends getting ready to report on time does not constitute work. Specifically, the time that employees take to get out of their cars in the parking lot, go to the plant, put on their uniforms and protective equipment, gather up their tools, wash their hands, head to their posts and adjust their platforms on the production line does not constitute work. Employees are required to be present at their posts on the plant’s production line (or their off-line posts) when their shifts start.

[60] In *Turcotte et Turmel (Co-opérative Fédérée de Québec Division des Viandes) c. Syndicat des travailleurs (euses) de l’abattoir de Princeville* (1988), 10 C.L.A.S. 97 (Arb Q.), the adjudicator stated the following at paragraphs 9 to 11:

[Translation]

*[9] . . . Is the time it takes for employees, who are required to do so, to put on their protective equipment and return to their posts work time or does it constitute time off?*

[10] *In my opinion, that time does not constitute work time.*

...

[11] *... Employees must be ready to start work at the stated time. To be ready, they must leave their homes, go to the plant, prepare to take up their posts, etc. None of that preparation time is work time. Work starts for an employee working on a production line when the employee starts up the line.*

[61] The collective agreement does not entitle paid time for preparing or getting dressed before a shift starts.

[62] The parties must negotiate the right to paid time for preparing or getting dressed before a shift starts in the collective agreement. For example, the parties have negotiated article 59, which provides inspectors with 10 minutes of paid time at the end of a workday to clean the equipment and to wash up. An adjudicator has no jurisdiction to amend the collective agreement by adding the right to paid time for preparing or getting dressed before a shift starts.

[63] Article 59 of the collective agreement reads as follows:

**59.01** *Where the Employer determines that due to the nature of the work there is a clear cut need, wash-up time up to a maximum of ten (10) minutes will be permitted before the end of the working day, or immediately following and contiguous to the working day.*

**59.02** *Wash-up time permitted pursuant to clause 59.01 and immediately following and contiguous to the working day shall be deemed to qualify for overtime compensation for the purpose of clause 27.01.*

[64] In *Burns Meat, a division of Burns Foods Limited v. United Food and Commercial Workers International Union, Local 111* (1989), 14 C.L.A.S. 13 (Man. Arb.), the adjudicator stated as follows at paragraph 48:

[Translation]

[48] *The role of an arbitration board such as this is to interpret and apply the provisions of the collective agreement. However, the collective agreement does not contain any provisions that grant time to employees to wash up and change their clothes during work hours when it is not*

*required by the company or an inspector. If such a provision is deemed necessary, it will have to be negotiated by the parties. We simply do not have the authority to incorporate such a clause into the collective agreement. We are equally disinclined to try to set any kind of condition or arbitrary limit to establish when such cleaning would or would not be necessary, how long it should take, the circumstances in which washing hands would be sufficient and in what other circumstances a shower is necessary. Those are obviously criteria that the parties themselves must decide on.*

[65] For the reasons in the following paragraphs, the employer replied, “No” to the following question: “Does the Board have jurisdiction to hear the new claims?”

[66] First, the grievors’ new claims have never been raised through the grievance process. On the contrary, these claims were not raised for the first time until the hearing before the adjudicator. A grievor cannot present a new grievance or a different grievance at adjudication that has not been discussed in the internal grievance process (*Burchill v. Attorney General of Canada*, [1981] 1 F.C. 109 (C.A.)).

[67] Therefore, the CFIA is arguing that an adjudicator does not have jurisdiction to hear the new claims.

[68] Finally, in response to the question, “Are the 17 grievors’ new claims authorized by the CFIA?”, the employer replies that they are not, for the following reasons. The right to establish overtime is the employer’s exclusive prerogative. One of the fundamental criteria of overtime is that it must be predetermined and specifically authorized by the CFIA for compensation to be provided. See clause 2.01(r)(i) of the collective agreement, referred to in paragraph 58 of this decision. Also see the following case law: *Boulianne v. Treasury Board (Employment and Immigration Canada)*, PSSRB File No. 166-02-15021 (19871120), and *Côté v. Treasury Board (Employment and Immigration Canada)*, PSSRB File No. 166-02-18529 (19890907).

[69] In short, the CFIA asks that I dismiss all the grievances.

#### **IV. Reasons**

[70] The key to the solution of these 17 grievances can be found in clauses 27.01(a) and 2.01(r)(i) of the collective agreement. The following question also needs to be answered: “Does the time that an employee takes to prepare or get dressed constitute work time?”

[71] It must be noted that the term “work” is not defined in the collective agreement in force.

[72] Clauses 27.01(a) and 2.01(r)(i) of the collective agreement read as follows:

*27.01 Each fifteen (15) minute period of overtime shall be compensated for at the following rates:*

*(a) time and one-half (1 1/2) except as provided for in sub-clause 27.01(b) or (c);*

...

*2.01(r) “overtime” (heures supplémentaires) means:*

*(i) in the case of a full-time employee, authorized work in excess of the employee’s scheduled hours of work;*

[73] The uncontradicted evidence before me indicates that the time the inspectors require to prepare, get dressed and report to their posts on time for the start of their shifts is less than 15 minutes.

[74] The bargaining agent’s two witnesses conceded that point. The employer’s two witnesses stated that the time needed to get dressed and report to their posts was approximately five minutes.

[75] Moreover, the employer’s two witnesses clearly testified that, when they were inspectors, they would often arrive at the plant five or six minutes before their shifts started and that they were able to get dressed without being late for the start of their shifts on the production line.

[76] In the timed demonstration referred to in paragraphs 37 and 38 of this decision, the employer’s witness, Mr. Girard, established that the time needed to get dressed did not exceed 2 minutes and 45 seconds.

[77] Clause 27.01 of the collective agreement states clearly that “[e]ach fifteen (15) minute period of overtime shall be compensated for . . . .”

[78] In other words, overtime is paid in blocks of 15 minutes.

[79] I have no evidence before me that the practice described in this case is contrary to clause 27.01 of the collective agreement.



[80] In examining the definition of “overtime” included in clause 2.01(r)(i) of the collective agreement, under which overtime is paid to full-time employees (as is the case with the 17 grievances under consideration), it can be seen that it pertains to authorized work that they perform over and above their scheduled hours of work.

[81] In this case, I have no evidence before me that the employer authorized any activity beyond the hours of work scheduled for the shifts.

[82] The case law submitted by the employer, in particular the decisions in *Turcotte* and *Burns Meat, a division of Burns Foods Limited*, is pertinent and applicable to this case.

[83] The case law submitted by the bargaining agent does not apply to this case because the employer did not authorize the overtime, in contrast to the facts in the cited cases.

[84] In this case, the collective agreement does not entitle paid time for preparing or getting dressed before a shift starts. As for the new claims, the bargaining agent’s two witnesses admitted that those activities are part of the time for getting dressed and that the total time is less than 15 minutes. Accordingly, the provisions of clause 27.01 do not apply.

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

*(The Order appears on the next page)*

**V. Order**

[86] The grievances are dismissed.

November 5, 2009.

PSLRB Translation

**Roger Beaulieu,  
adjudicator**