

File: 590-32-13

Public Service Labour Relations Board

Before a Public Interest Commission

BETWEEN

Canadian Food Inspection Agency

(the Employer)

AND

Public Service Alliance of Canada

(the Bargaining Agent)

Before:

Lorne Slotnick, Chairperson

Andrew Tremayne, Employer Nominee

Nick Stein, Bargaining Agent Nominee

For the Employer: Pierre Girard and Monica Surrect

For the Bargaining Agent: Gail Lem and Julie Chiasson

Hearing: February 11-15, 2013, Ottawa, Ontario

Report: July 25, 2013

This Public Interest Commission was established to assist in the collective agreement negotiations between the Canadian Food Inspection Agency and the Public Service Alliance of Canada.

As of November, 2012, the PSAC bargaining unit at CFIA consisted of 4,451 employees who work across Canada. More than half of these are in the Engineering and Scientific Support (EG) group, including meat and plant inspectors and laboratory technicians. The two other largest groups, each with roughly 600 employees, are Administrative Services (AS) and Clerical and Regulatory (CR). About 61 per cent of the bargaining unit is female. The average service of employees is 11 years.

The CFIA, created in 1997 by the *Canadian Food Inspection Agency Act*, is a regulatory agency mandated to safeguard food, animals and plants. Its president reports to the Minister of Agriculture and Agri-Food. The agency administers and enforces numerous federal statutes and regulations. Its activities include verifying compliance of imported products, registering and inspecting establishments, and testing food, animals, plants, fish and their related products.

The PSAC bargaining group constitutes about two-thirds of the CFIA's total of 7,300 employees. There are three other bargaining units, all represented by the Professional Institute of the Public Service of Canada. These groups include the Veterinary Medicine (VM) group.

CFIA's budget is more than \$800-million annually. It is funded by the Government of Canada, but also raises roughly \$50-million in revenue from charges to third parties, such as inspection fees and licences. CFIA advised that the revenue it collects does not go directly to the Agency, but rather to the federal government's general revenues, although the amounts raised by the Agency are considered by the government when allocating funding to CFIA.

The CFIA also advised that the 2012 federal budget required it to reduce its budget by \$2.1-million in 2012-13, \$10-million in 2013-14, and \$56.1-million in 2014-15. More than 250 positions from the PSAC bargaining unit are planned for surplus over three years. CFIA stated it must receive Treasury Board approval for any settlement reached with a bargaining agent.

The current CFIA-PSAC collective agreement had an expiry date of December 31, 2011. The parties exchanged proposals in November, 2011, and met in three negotiating sessions of three days each between December, 2011 and March, 2012. In May, 2012, PSAC requested the appointment of a Public Interest Commission. The parties also met for two days with a mediator from the Public Service Labour Relations Board (PSLRB). Prior to the PIC hearing, very few issues – all of a minor nature – had been settled.

The parties have, however, agreed that the new agreement will have a three-year duration, expiring on December 31, 2014.

The parties exchanged extensive briefs in January, 2013, providing background and details on the more than 100 issues in dispute (about one-third of which flow from a PSAC proposal about hours of work for two small groups of employees, outlined below.)

The PIC convened for five days from February 11 to 15, 2013, during which time the parties were given a full opportunity to make representations. By the end of the meetings, there had been some progress in narrowing the issues, and each side withdrew a significant number of proposals. Our recommendations on the remaining items are below.

The PIC discussed and considered the submissions of the parties in light of the factors enumerated in section 175 of the *Public Service Labour Relations Act*, which reads as follows:

175. In the conduct of its proceedings and in making a report to the Chairperson, the public interest commission must take into account the following factors, in addition to any other factors that it considers relevant:

- (a) the necessity of attracting competent persons to, and retaining them in, the public service in order to meet the needs of Canadians;
- (b) the necessity of offering compensation and other terms and conditions of employment in the public service that are comparable to those of employees in similar occupations in the private and public sectors, including any geographic, industrial or other variations that the public interest commission considers relevant;
- (c) the need to maintain appropriate relationships with respect to compensation and other terms and conditions of employment as between different classification levels within an occupation and as between occupations in the public service;
- (d) the need to establish compensation and other terms and conditions of employment that are fair and reasonable in relation to the qualifications required, the work performed, the responsibility assumed and the nature of the services rendered; and
- (e) the state of the Canadian economy and the Government of Canada's fiscal circumstances.

We have also been guided in our recommendations toward a package that we felt was attainable in all the circumstances and which we felt could be agreed to by both sides, albeit with some reservations.

## **ISSUES IN DISPUTE AND THE PIC's RECOMMENDATIONS**

### General wage increase and severance pay

Of major significance in this set of negotiations is the “pattern” that has emerged in numerous negotiated settlements and arbitration awards in the federal public service. This pattern was acknowledged by both parties, and is being offered by the employer here. It consists of the following:

- Elimination of severance pay upon voluntary resignation and retirement, with an option for employees to receive accumulated severance immediately or postpone payment until retirement or termination. (Article 61 in CFIA-PSAC agreement).
- Year 1 general wage increase of 1.5 per cent plus 0.25 per cent in return for the change in severance pay, totalling 1.75 per cent.
- Year 2 general wage increase of 1.5 per cent.
- Year 3 general wage increase of 1.5 per cent plus 0.5 per cent in return for the change in severance pay, totalling 2.0 per cent.
- Restoration of sick leave credits to term employees rehired within a year of completing their appointment. (Article 38)
- Leave with pay for family-related responsibilities to include up to 7.5 hours to care for children in the event of unforeseen school closure or unavailability of child care, or to attend school functions, or to attend legal or financial appointments. (Article 45)
- An increase in bereavement leave from five to seven calendar days. (Article 49)
- Cumulative service for term employees for purposes of movement to the next pay increment. (Appendix A).

This pattern was first set in three settlements between PSAC and Treasury Board in the fall of 2010, covering more than 90,000 employees. It has continued in several other settlements between Treasury Board and other bargaining agents. In addition, the employer pointed to eight arbitration awards in the federal public service that have awarded this pattern, and three PIC reports that have recommended it.

However, it is important to note that while this pattern has held for more than two years of bargaining and arbitration in the federal public service, it has also been accompanied by other changes to collective agreements, including some with clear monetary costs for employers. These changes have included, for example, adjustments for certain groups before application of the general wage increase, new shift premiums, or new increments on the wage grid for certain classifications. Some of our recommendations below are made in recognition of the fact that an agreement by the bargaining agent to eliminate severance pay upon resignation or retirement is a

major concession that results in significant cost savings for the employer. In addition, it is worth noting that the pattern was initially set nearly three years ago, at a time of more economic uncertainty.

The bargaining agent has proposed a general increase of 3 per cent in each of the three years of the collective agreement. The employer has offered the increases as set out above in the “pattern” settlement.

**Given the solid pattern that has emerged over more than two years of settlements, arbitration awards and PIC recommendations, the PIC recommends that all elements of the pattern set out above be adopted in the new collective agreement, including the end to severance pay on resignation or retirement, and the wage increases proposed by the employer. The Commission recommends that all wage increases in effect at the time be included in calculating the amount of severance pay owing to those employees electing to cash out their severance pay entitlement.**

#### Definition of Family (Article 2.01)

The union seeks to add son-in-law, daughter-in-law, brother-in-law and sister-in-law to the definition of “family” in the collective agreement, which would affect the benefits of paid bereavement leave and family-related responsibility leave.

**The PIC recommends that the current definition of “family” in Article 2.01, as well as the current Article 45.01 and the current 49.02 be renewed in the new collective agreement.**

#### Leave for Union Business (Article 13)

Current language in the collective agreement related to meetings during the grievance process provides for leave with pay for a grievor or steward seeking to meet with the employer when the meeting is held in the grievor’s headquarters area, subject to operational requirements. Meetings outside the grievor’s headquarters are handled as leave without pay.

The union seeks leave with pay for all grievance meetings, arguing that because the employer has roughly 1,200 work sites – many of them at third-party premises such as meat plants – a large number of employees do not work in the headquarters area of the manager to whom they report. The employer stated in its final arguments that employees’ assigned workplaces are considered their headquarters, that employees are paid if conference calls are used for meetings, and that it would like more information about existing problems with employees or stewards not being paid to attend grievance meetings. The union responded that some stewards have been told that taking conference calls from more than 16 km away must be without pay.

**The PIC recommends the current Article 13 be renewed in the new collective agreement; however, it appears there may be inconsistent practices across the country, and the PIC therefore encourages the parties to engage in further discussion of this issue with a view to harmonizing the practice.**

Hours of Work for GL and GS groups (Article 24 and various other articles)

Full-time members of this bargaining unit have a normal work week of 37.5 hours, with the exception of two small groups whose normal work week is 40 hours. The two groups are the General Labour and Trades (GL) group, currently 60 employees, and the General Services (GS) group, currently nine employees. Rates of pay for these two groups are expressed on an hourly basis in the collective agreement, whereas rates of pay for most other groups are expressed on an annual basis.

The bargaining agent seeks to reduce the work week for GL and GS employees to 37.5 hours – consistent with the rest of the bargaining unit – with no loss of annual pay. It says some of these employees are supervised by other members of the bargaining unit, who then incur overtime because the employees they are supervising are working longer hours. The employer denies this is occurring.

It is important to note here that another federal agency, Canada Revenue Agency, reduced the work week for these groups in 1999, with no loss in annual pay for the employees. Thus, while the work week for similar groups in the core public administration has not been reduced, the bargaining agent's proposal here would not be precedent-setting for a federal agency. Nevertheless, the CFIA regards this proposal as a 6.6 per cent wage increase for these employees, before any general increase, and says it would be losing the value of 2.5 hours' work from each employee, for a total cost of roughly \$243,000 annually. It also notes that most of these employees received increases greater than the general wage increase in the last collective agreement because the elimination of geographic zones put all employees on the rate for the highest-paid zone.

Numerous clauses throughout the collective agreement, where provisions are tied to the length of the GL and GS work week or work day, would consequentially change if the union's proposal were accepted.

**The PIC views the work week for the small groups of GL and GS employees as an anomaly that should be corrected. As noted above, reducing the work week for these employees with no loss of annual pay would not be precedent-setting, as it is already in place at another federal agency. The PIC therefore recommends that the bargaining agent's proposal and all consequent amendments be included in the new collective agreement. In order to give the employer some lead time to adjust to the change, we recommend that the**

**change take effect at the start of the first pay period that is more than 120 days after a new collective agreement is ratified.**

Posting of Schedules (Article 24.04 (b), 24.05 (b))

For employees who perform meat inspection duties, and for employees who work on a rotating or irregular basis, the employer must currently make every reasonable effort to post schedules at least seven days in advance of the starting date of the new schedule. The employer seeks to reduce this seven-day period to five days.

**The PIC recommends that the current clauses in the collective agreement be renewed.**

Changes in Schedules (Article 24.10)

The employer seeks an amendment to a clause providing for premium rates to be paid on the first shift if the employee is given less than seven days' notice of a change in schedule. The employer proposes to reduce this seven-day period to five days.

**The PIC recommends that the current clause in the collective agreement be renewed.**

Work week for employees working on rotating or irregular basis (Article 24.05 (a))

The bargaining agent is seeking language specifying that the normal work week for employees who work on a rotating or irregular basis be Monday to Friday.

**The PIC recommends that the current clause in the collective agreement be renewed. However, we also encourage the parties to engage in further discussions on whether the employer plans to schedule weekend shifts for employees not currently working weekends.**

Overtime (Article 27.01)

The current collective agreement provides for premium rates "for each 15 minute period of overtime." The bargaining agent seeks the premium rate for each 15-minute period of overtime "or portion thereof."

The bargaining agent says this is a long-standing irritant, and argues that many employees are working unpaid overtime, particularly in meat plants where their time is controlled by third parties. The union also cites inconsistent practices. In many cases, it says, unless the employee

completes a full 15 minutes of overtime on a single shift, there is no compensation. The union says the employer can and often does bill the third party for the overtime. The employer responds that its policy is not to bill third parties where overtime has not been incurred by the CFIA, but the union says it believes this policy is not applied, and that some third parties are being billed even where overtime is not being paid.

The employer responds that the current overtime provisions are within the norm, including within other unionized groups within CFIA. The bargaining agent's proposal would be far too costly at this time, it says.

**Given the apparently inconsistent practices, and given that the Agency retains the right to bill third parties whose actions are responsible for small amounts of overtime worked by Agency employees, the PIC recommends the following amendment to the collective agreement: that effective upon ratification, employees should be able to accumulate overtime worked over the course of a week, and overtime should be paid for each 15-minute total period of overtime worked during the week. We recognize that this proposal, if agreed, may raise implementation issues, and encourage the parties to discuss these before the change goes into effect.**

#### Compensatory Leave (Current Articles 27, 28, 29, 30, 33)

The parties have agreed in principle to a new article on Compensatory Leave, which would group together a number of clauses currently scattered around the collective agreement.

The only point of dispute in this area is a bargaining agent proposal that employees have the choice of whether to take time or cash for overtime, call-back pay, standby pay, reporting pay, and travelling time when paid at the overtime rate. Currently, the employee may take time-owing only with the approval of the employer. Current language also provides that time-owing be taken at a mutually agreed time, and that the employer may cash out any outstanding time owing from a fiscal year on September 30.

**The PIC recommends the new Compensatory Leave article be incorporated into the new collective agreement, but with no changes to the existing language.**

#### Vacation entitlement (Article 37)

The bargaining agent has proposed a significant increase in vacation entitlements, including moving to four weeks of vacation after five years of service (currently eight), five weeks of vacation after ten years (currently 18) and six weeks after 23 years (currently 28). The union argues that vacation entitlements at CFIA are inferior to many areas of the broader public



service, including some other bargaining units within CFIA itself. The employer argues that vacation entitlement is not out of line with most areas of the federal public service.

**The PIC recommends that the current clauses in the collective agreement be renewed.**

#### Vacation Scheduling (Article 37)

The bargaining agent proposes new vacation scheduling language providing that “in the event of conflict with the interests of other employees, seniority shall be the determining factor in granting vacation.” The union says this is already the practice in some locations, but that there is inconsistency in the practice across the agency. The employer says its current system is fair, pointing to current language requiring it to make every reasonable effort to schedule vacation leave on an equitable basis.

**The PIC recommends that the collective agreement be amended so that years of service be the determining factor in granting vacations in the event of a conflict with the interests of other employees.**

#### Change in vacation protocol (Article 37)

The bargaining agent proposes a new clause providing for meaningful consultation with the appropriate union local before any change in the vacation protocol is introduced in the workplace.

**The PIC recommends that this addition not be made to the collective agreement.**

#### Payment for medical certificates

The bargaining agent is seeking reimbursement for the cost of any medical certificate required by the employer. The employer acknowledges that some collective agreements in the broader federal sector have this provision, but says it would set a precedent for the Treasury Board and agencies.

**Given that it is at the employer’s discretion to request a medical certificate, the PIC recommends that the collective agreement be amended to provide for reimbursement for any medical certificate required by the employer to a maximum of \$35.**

Volunteer Leave and Personal Leave (Article 53)

The bargaining agent is seeking a reduction in the advance notice for these types of leave from 10 days to five days.

**Given that this change has been agreed to in several collective agreements in the federal public sector, the PIC recommends this amendment to the collective agreement.**

Wash-up Time (Article 59)

Current language provides for wash-up time for a maximum of 10 minutes at the end of the working day where the employer determines that due to the nature of the work there is a clear cut need. The bargaining agent says this is inadequate, because of the amount of time allowed, and because wash-up times at meal and scheduled breaks is not included.

**Because the bargaining agent has established that wash-up time for CFIA employees constitutes a unique situation, and because the language in the collective agreement retains effective control of the use of wash-up time with the employer, the PIC recommends the following change to the agreement: that effective upon ratification, “10 minutes” be amended to “15 minutes” and that the maximum total of 15 minutes of wash-up time may be used either at the end of the day or at the meal break, or a combination of both.**

Work in higher classification (Article 62)

Current language requires the employer to pay an employee performing the duties of a higher classification in an acting capacity the higher rate if that work is performed for at least two consecutive days. Exceptions are made for employees in the GL and GS groups, and also for employees in the EG group at levels 02 and 03 who perform inspection duties. These employees receive the higher rate if they work in the higher-rated position for one shift or more.

The bargaining agent seeks to reduce the two-day threshold to one day for all employees. The bargaining agent says provisions similar to its proposal exist in several Treasury Board agreements.

**The PIC recommends that the current clauses in the collective agreement be renewed.**

Duration (Article 65)

As noted above, the parties have agreed that the agreement will be renewed for three years with an expiry date of December 31, 2014. The employer is seeking a longer implementation period

than the usual 90 days as provided for in Section 117 of the *Public Service Labour Relations Act*, because of issues related to the transfer of compensation functions to the new federal pay centre in Miramichi, N.B. Both parties indicated they are open to agreement on a letter of understanding extending the normal implementation period for this collective agreement only.

**The PIC recommends the parties agree to a letter of understanding for the new collective agreement that would provide for implementation within 120 days of being signed.**

#### Social Justice Fund (new)

The bargaining agent seeks a contribution of one cent per hour worked from the employer to the PSAC Social Justice Fund, which supports international development and emergency relief, anti-poverty initiatives and other causes.

**The PIC recommends that this addition not be made to the collective agreement.**

#### Meat Hygiene Allowance (New)

The bargaining agent proposes a new meat hygiene allowance of 4 per cent of straight time pay for all hours worked by employees who perform meat inspection duties in an abattoir. This matches a meat hygiene allowance that has been paid since 2006 to CFIA's Veterinary Medicine group, represented by another bargaining agent. The employer says this allowance was implemented because of recruitment issues with veterinarians.

The employer estimates the cost of this allowance for the PSAC group would be significant.

**The PIC recommends that this addition not be made to the collective agreement.**

#### Retention Allowance for Compensation Advisors

The transfer of federal payroll operations to the new Public Service Pay Centre in Miramichi, N.B., which is currently under way, will result in job losses for CFIA compensation staff.

During the transition period, a retention allowance of \$2,000 annually for AS-02 compensation advisors was agreed to in Treasury Board-PSAC negotiations and Parks Canada-PSAC negotiations.

While the employer has indicated it is open to this allowance for AS-02 compensation advisors, the bargaining agent is seeking the allowance also for AS-01, AS-03, AS-04, AS-05 and AS-06 compensation advisors. This would make approximately 20-25 additional employees eligible for

the allowance. The bargaining agent has asserted that employees in the AS-02 and AS-03 groups perform very similar functions.

**The PIC recommends the \$2,000 annual retention allowance be paid to those employees in the AS-02 and AS—03 Groups, effective January 1, 2012.**

#### Employment Transition Policy (Appendix B)

This policy is a lengthy document that forms part of the collective agreement. It addresses continued employment for employees whose services are no longer required because of discontinuance of a function or lack of work. The bargaining agent has proposed the following changes:

- Increase the educational allowance (definitions section, and section 6.3.1 (c)), from \$10,000 to \$11,000. The bargaining agent says this is in accordance with National Joint Council standards.
- Amend the period of time for opting employees to decide on the three available options from 90 days to 120 days. This amendment would affect several sections of the policy, including 1.1.8, 1.2.3, 6.1.2, 6.1.3, 6.1.4, 6.1.5, and 6.3.1. The bargaining agent says this conforms to all its agreements in the core public administration, and that CFIA has extended the 90 days in the past.

**We note that the employer has raised an objection under Section 177 (1) of the *Public Service Labour Relations Act* that the PIC has no jurisdiction to make any recommendation relating to deployment, lay-off or termination of employees. We offer no opinion on this issue, as in our view, the following recommendation of the PIC does not raise any jurisdictional questions. We recommend as follows:**

- **Effective upon ratification, amend the period of time for opting employees to decide to 120 days, as proposed by the bargaining agent.**

#### Social Science Support (SI) Group

The bargaining agent is proposing a market adjustment for this small group, to take effect before the general pay increase is applied. There are currently nine employees in this group, who perform paralegal functions at CFIA. The bargaining agent's proposal would grant parity with SI employees at Parks Canada retroactive to the start of the renewal collective agreement. This would result in increases ranging from 3.81 to 12.69 per cent before general increases. The employer's brief acknowledges a wage disparity with Parks Canada.

**The PIC recommends an adjustment for the SI group, raising them to the Parks Canada levels retroactive to the start of the new collective agreement, to be applied before any general increase.**

#### Financial Management (FI) Group

There are 76 employees in this group. The bargaining agent proposes a 2 per cent increase in the maximum increment for FI-01 to FI-04, effective at the start of the renewal collective agreement. This would match a change made in 2008 with Treasury Board's FI group. At that time, the Transitional Allowance for Chief Financial Officers was reduced so that it applied only to FI-03 employees at 1 per cent and FI-04 employees at 2 per cent.

**The PIC recommends that the bargaining agent proposal be implemented retroactive to the start of the new collective agreement, but with the amendment to the Transitional Allowance matching that of the Treasury Board's FI Group. Any Transition Allowance already received should be deducted from the retroactive pay.**

#### Items agreed

We note that, in addition to items agreed to in bargaining, the parties agreed to a number of minor items on the last day of the PIC hearing, and subsequently. They are as follows:

- Change in title for Article 37.13 to Carry-Over and Liquidation of Vacation Leave
- Article 37.15, addition of words "earned but" before "unused vacation leave credits"
- Article 38.04 (a) and (b), addition of words "with the Employer" at the end.
- Deletion of Appendix A-1
- Renewal of Appendix A-2 with deletion of references to zones.
- Deletion of Appendix A-3
- Renewal of Appendix A-4 with deletion of references to zones.
- Change the word "retained" to "retrained" in section 1.1.41 of the Employment Transition Policy (Appendix B).
- In Appendix B, change the name of the unit dealing with enquiries by employees to the "Workforce and Workplace Relations Division of Human Resources Branch of the Agency."

The PIC discussed the recommendations contained in this report and a majority concurred with them. The nominee for the employer expressed several comments that are included herein:

*“I regret that I must dissent from three parts of this award.*

*I have very serious concerns about the decision to recommend the Union’s proposal for the GL/GS group. I have similar concerns with respect to the Panel’s recommended improvement to the existing provision for overtime pay. I am also concerned about the majority’s recommended improvement to the “wash-up time” provision of the Collective Agreement.*

*With respect to the first item, the Union proposed to reduce the hours of work for the GL/GS group so that their hours would be the same as the hours of work for the majority of other employees in the bargaining unit while preserving the current annual pay for the GL/GS group. This would result in a significant increase to the hourly wage rate for the GL/GS group. These employees would receive the same pay for less work; the Employer would receive less work for the same pay.*

*The Union also relied on the fact that its proposal to reduce the hours of work for the GL/GS group without any corresponding reduction in pay has been implemented at another agency, namely the CRA. However, at the CRA this change took place in the context of a planned conversion to the SP occupational group. This change was also introduced at the NCC, where the GL/GS workweek was reduced when the GL/GS positions were converted to the RE classification group. The reduction in the workweek for the GL/GS employees at both these organizations took place due to classification conversions, not because of a desire to harmonize hours of work. At CFIA, no change to the classification structure for the GL/GS group is being proposed. In my view, these are very different circumstances, so comparisons between these other agencies and CFIA are not very helpful.*

*I am also concerned about the lack of evidence before this Panel as to what effect, if any, the changes to the hours of work at the CRA and the NCC may have had on employees in other classifications at those workplaces, particularly those employees with whom (former) GL/GS employees regularly interact. The impact of the Union’s proposal on other employees at CFIA is also unknown. In my view, these are matters that ought to be discussed thoroughly by the parties at the bargaining table before this Panel considers recommending the Union’s proposal.*

*The Panel also heard evidence that the vast majority of the group affected by the Union's proposal for the GL/GS group recently received some very significant pay increases. These increases were unique to the GL/GS group and were above and beyond the negotiated increases received by all other employees who are covered by this Collective Agreement. The increases were the result of the elimination of pay zones and the introduction of National Pay Rates. The hourly wage rates for all members of the GL/GS occupational groups were moved to the rates of the highest GL/GS pay zone in the country, regardless of the zone in which the individual employee was actually working.*

*The net result of the Union's proposal would be another significant increase in the hourly wage rate for the members of the GL/GS group. There was no evidence before the Panel to support such an increase. The Union argued that the difference in the hours of work caused difficulties in the workplace. The Employer disagreed. In the absence of clear and convincing evidence of such difficulties, and in the absence of any evidence to support a significant increase to the hourly wage rate for the GL/GS group, I do not think it is reasonable to expect the Employer to agree to this proposal at the bargaining table at this time.*

*With respect to the second matter, it is clear that this is a precedent-setting, "breakthrough" proposal. The Union offered no evidence that this proposal is in place at any other federal agency. It has never been awarded in interest arbitration or recommended in any PIC report for any federal agency.*

*Moreover, because there is no precedent for this proposal, there is no clear evidence that the proposal can be implemented under the Employer's current payroll system. Again, I think that a breakthrough proposal like this, the implementation of which can be expected to produce serious if not insurmountable difficulties, ought to be thoroughly discussed at the bargaining table before it receives the support of this Panel. Although I appreciate the efforts to tailor the proposal so that its impact is narrower than the Union's original proposal, I do not think that it is reasonable to expect the Employer to agree to it at the bargaining table at this time.*

*Finally, I am unable to join with the majority's acceptance of the Union's proposed improvements to the existing provision on "wash-up time". The majority of the Panel is recommending language which is not found in any other federal employer collective agreement. If there is any collective agreement in the private sector that contains a precedent for this provision, it was not brought to the Panel's attention.*

*The Panel heard that Budget 2011 provided the CFIA with funds to modernize food safety inspection, including the design of a new and improved food inspection model. It is possible, submitted the Employer, that the implementation of inspection modernization will have an impact on the inspection process. Modernization may diminish the need for wash-up time. The Employer submitted that the parties ought to wait for the modernized food inspection model to be implemented and evaluated before any modifications to the current collective agreement are considered. This is an entirely reasonable position, and one which would suggest that the Union's proposals should, at the very least, be thoroughly discussed at the bargaining table if not deferred entirely to a future round of bargaining.*

*The Panel also heard that the current wash-up provision may not meet the needs of all employees due to the many different sizes and layouts of slaughterhouses across the country. However, as there may be ways to enhance how the Agency is currently operating, the Employer submitted that it would be helpful to do an assessment to further define the issues, review the situation in the various workplaces, analyze the results, and search for possible ways to reasonably resolve any issues, both in the short and long term. Again, this would suggest that the Union's proposal should, at the very least, be thoroughly discussed by the parties, in detail, at the bargaining table.*

*As a result, while I appreciate the majority's efforts to tailor its recommendation so that the impact is narrower than the Union's original proposal, I do not think that it is reasonable to expect the Employer to agree to the majority's recommendation at the bargaining table."*



**FINAL COMMENT FROM THE CHAIRPERSON OF THE PIC**

I must express my disappointment that there is a dissent attached to this public interest commission report. My disappointment arises from the fact that the three members of this commission reached a clear consensus on our recommendations, but it has now apparently slipped away.

A brief chronology will explain. After the hearings in this matter in February, 2013, the three commission members met in executive session in early March. The two nominees had consulted their parties, and the panel reached an agreement on our recommendations. I drafted a report based on that agreement. After some discussion and clarification, the report was finalized, still reflecting the consensus we had reached in March. On April 9, the employer nominee advised in writing that he was prepared to sign the report. However, the bargaining agent nominee by that time had brought forward three issues that were not part of the consensus we had reached earlier. He advised he was prepared to file a dissent on these issues. Further discussion ensued in an effort to restore the consensus. On May 12, the bargaining agent nominee advised me that he would not be filing a dissent and would sign the report reflecting the earlier consensus. However, by that time the employer nominee was being instructed to dissent. Despite further discussion, I have been unable to restore the earlier consensus, with the result that the employer nominee has filed his dissent.

It is important to note that a large part of the employer nominee's dissent concerns recommendations that had been agreed to by all three members of the commission. These include the reduction in weekly work hours for the GL and GS groups, and the changes to the provisions on wash-up time.

This has been a challenging round of bargaining for both parties. The commission members had reached a consensus on recommendations which we felt could provide a potential path toward a settlement – a settlement that will not be achieved unless both sides are prepared to make difficult compromises. It does not assist the process when one party backtracks from earlier agreements.

Lorne Slotnick, chairperson of the PIC

July 25, 2013