

File: 590-34-16

**IN THE MATTER OF
THE PUBLIC SERVICE LABOUR RELATIONS ACT
and a Request for the Establishment of a Public Interest Commission
affecting
the Public Service Alliance of Canada (Union of Taxation Employees), as
bargaining agent,
and the Canada Revenue Agency, as employer, in respect of all of the
employees in the Program Delivery and Administrative Services Group
Bargaining Unit**

BEFORE: Ian R. Mackenzie, Chairperson
Joe Herbert and Tony Boettger, members

For the bargaining agent: Morgan Gay and Julie Chiasson

For the employer: Todd Burke

Heard at Ottawa, Ontario, October 8 and 9, 2014

Introduction

[1] The Public Interest Commission (the “PIC” or the “Commission”) was established on May 23, 2014 and consists of Ian R. Mackenzie (Chairperson), Joe Herbert (bargaining agent nominee) and Tony Boettger (employer nominee). The parties agreed to an extension of the 30-day time limit from the time of establishment for the Commission’s report, in accordance with section 176 of the *Public Service Labour Relations Act (PSLRA)*. The hearing took place on October 8 and 9, 2014 and the Commission met in executive session on October 15, 2014.

[2] The Commission was not able to come to a consensus on all of the outstanding issues. Section 178 of the *PSLRA* provides that the recommendation of a majority of the Commission is deemed to be that of the Commission.

[3] In advance of the hearing, the Public Service Alliance of Canada - Union of Taxation Employees (the “bargaining agent”) advised the PIC that it would not be seeking recommendations on the following issues: Article 9 (Recognition), Workforce

Adjustment and a proposed Memorandum of Understanding with respect to term and staffing policies.

[4] At the hearing, the bargaining agent withdrew its proposal with respect to Article 62.15 (Part-Time Employees). It also tabled a modified proposal for Article 25.29 (Assignment of Work Hours).

[5] The Canada Revenue Agency (the “CRA” or the “employer”) withdrew its proposal with regards to Article 25.20 (Hours of Work).

Bargaining History

[6] The bargaining agent served Notice to Bargain in accordance with section 105 of the *Public Service Labour Relations Act (PSLRA)*, on July 3, 2012. The collective agreement expired on October 31, 2012. The parties exchanged bargaining proposals on September 25, 2012. The parties met in bargaining for over 11 sessions between September 25, 2012 and October 24, 2013. The CRA requested the appointment of a mediator from the Public Service Labour Relations Board (PSLRB) on November 28, 2013. Mediation occurred between January 21 and 23, 2014. Through the mediation process the parties reached agreement on some matters in dispute. Further mediation occurred between February 25 and 27, 2014. On March 5, 2014, the parties requested the establishment of a PIC. The PIC was established on May 23, 2014.

The Employer and the Bargaining Unit

[7] The CRA is responsible for the administration of tax programs, as well as the delivery of economic and social benefits. It also administers certain provincial and territorial tax programs, including harmonized sales tax for five provinces.

[8] The CRA is a separate agency, as identified in Schedule V of the *Financial Administration Act (FAA)*. Until December 14, 2012, the CRA had the authority to set its own collective bargaining mandate and enter into collective agreements on the direction and authority of the CRA’s Board of Management. Bill C-45 amended the *Canada Revenue Agency Act (CRAA)* to require the CRA to obtain a mandate approved by the President of the Treasury Board. Once a tentative agreement is reached, the CRA is now required to seek the endorsement of the Treasury Board to ensure compliance with that mandate.

[9] The size of the CRA workforce varies over the year, with the employment of numerous term employees during the peak tax season. On average, there are approximately 40,000 employees of the CRA, with 29,000 of those employees in the Program Delivery and Administrative Services (PDAS) Group bargaining unit. In October 2012, approximately 20% of the bargaining unit were term employees. During peak tax season, the percentage of term employees rises to approximately 28%. About six percent of the bargaining unit are part-time employees (just over 1,600).

[10] The bargaining unit is composed of two occupational groups: the Service and Program (SP) Group and the Management (MG-SPS) Group. Prior to a conversion exercise in 2007, employees in the PDAS group were classified in the legacy occupational groups of the core public administration. The occupations in the PDAS group correspond to the following occupational groups in the core public administration: Program and Administrative Services (PA) group, the Technical Services (TC) group, the Operational Services (SV) group, the Electronics (EL) group, the Non-Supervisory Printing Services (PR) group and the Purchasing (PG) group.

[11] The MG-SPS group is comprised of positions in which the incumbents exercise management functions and include team leaders, chiefs, managers and assistant directors.

[12] The SP group is 90% of the bargaining unit as a whole. Half of the bargaining unit employees occupy positions at the SP-04 and SP-05 levels.

Statutory Criteria

[13] Section 175 of the *PSLRA* sets out the factors for a PIC to consider in coming to its recommendations, as well as setting out the weight to be given to some factors. Section 175(1) states that the PIC must determine whether the terms and conditions of employment “represent a prudent use of public funds and are sufficient to allow the employer to meet its operational needs”. In making its report the PIC is guided by and is required to “give preponderance to” the following factors:

- “the necessity of attracting competent persons to, and retaining them in, the public service in order to meet the needs of Canadians; and”
- “Canada’s fiscal circumstances relative to its stated budgetary policies.”

[14] The PIC is also permitted to take the following factors into account, if relevant to its determination:

- (a) comparability of terms and conditions of employment as between different classification levels within an occupation and as between occupations within the public service;
- (b) comparability of terms and conditions of employment relative to employees in similar occupations in the private and public sectors;
- (c) compensation and other terms and conditions of employment that are reasonable in relation to the qualifications required, the work performed, the responsibility assumed and the nature of the services rendered; and
- (d) the state of the Canadian economy.

[15] In addition, section 176 requires the PIC to take into account:

"[...] all terms and conditions of employment of, and benefits provided to, the employees in the bargaining unit to which the report relates, including salaries, bonuses, allowances, vacation pay, employer contributions to pension funds or plans and all forms of health plans and dental insurance plans. "

[16] The PIC notes that there was no information provided to it concerning employer contributions to the pension plan or to health and dental plans. Accordingly, the PIC was not able to take such contributions into account. Given this statutory requirement, it will be important in the future for the parties before a PIC to provide detailed information on employer contributions to benefit plans. However, it is the view of the PIC that this information would not have been of any assistance in the drafting of this report.

Outstanding Issues

Introduction

[17] In previous rounds of collective bargaining, the parties have been able to reach agreement relatively quickly. This round of collective bargaining has been challenging for both sides and the parties have been without a new agreement for almost two years. The PIC recognizes that there are challenging labour relations issues facing these parties that are the product of issues facing labour relations in the federal public service generally. The PIC recommendations are designed to assist the parties in finding a way to a tentative agreement that can be approved by the bargaining unit employees and the employer.

Duration

[18] The employer is proposing a duration of the collective agreement of two years (expiry of October 31, 2014) and the bargaining agent is proposing a duration of three years (expiry of October 31, 2015).

[19] The employer submitted that collective agreements in the federal public service are set to expire in the fiscal year of 2014-15 (between April 1, 2014 and March 31, 2015). The employer submitted that a three-year duration would result in an expiry date of October 31, 2015, outside of the pattern seen in other public service agreements. It submitted that it was not in a position to agree to set a trend or to reach a settlement with an expiry date that goes beyond what has already been established by other federal public service entities.

[20] The bargaining agent submitted that a three-year duration was consistent with the pattern established over the current cycle of bargaining in the federal public service. It also submitted that a three-year collective agreement would provide the parties with enhanced stability over the course of the next 12 months.

[21] The history of collective agreements between the parties is relevant in coming to a recommendation on an appropriate duration of a collective agreement. The parties have agreed to durations ranging from two years to four years and there is no discernible pattern in the negotiating history since the first collective agreement signed in 2003.

[22] The PIC is of the view that a three-year duration for the collective agreement is preferable, given that anything less would result in signing an agreement that will have expired by the time of signing. As noted in *RCEA v. NRC*, Board file no. 585-09-60, June 3, 2014, at paragraph 59:

... the Arbitration Board accepts that it makes little labour relations sense to have a collective agreement that expires shortly after the issuance of its Award. The parties will be required to start collective bargaining almost immediately and will have no opportunity to see how the new collective agreement works. For this reason, the Arbitration Board determines that a four-year term is appropriate.

[23] The PIC addresses the wage increases for each year of a new collective agreement, below.

Years of Service (Seniority) and Scheduling

[24] The bargaining agent proposed a number of changes to the collective agreement that would provide for scheduling of hours of work and vacation leave based on years of service, or seniority. This proposed principle would apply to the following articles: Article 25 (Hours of Work) and Article 34 (Vacation Leave). As well, the proposal would require a change in the definition of “service” in the definitions article of the collective agreement.

[25] The bargaining agent proposed that years of service should be the determining factor in assigning of work hours. It submitted that there are no rules or protections for employees in the assignment of work hours and that years of service recognition (seniority) is a fair and objective mechanism for assigning work hours that avoids potential favouritism and abuses by management. It also proposed that years of service be used for the scheduling of vacation leave. It submitted that years of service recognition is well established for shift selection, vacation leave scheduling and firearm participant training selection in the PSAC and Treasury Board collective agreement for the Border Services (FB) bargaining unit. It also submitted that it is the determining factor for schedule assignment for the Correctional Officers collective agreement.

[26] The employer submitted that the bargaining agent proposal would restrict the employer’s ability to manage its employees and operations. It submitted that employee qualifications and training are considered by managers when scheduling hours of work and the use of years of service would limit management’s ability to make decisions to serve the public interest based on operational needs. The employer submitted that using years of service for vacation scheduling would create a tiered class with inequities between senior employees and those with less service, with an eventual impact on recruitment. The employer stated that the vacation leave proposal would also not permit a manager to consider mitigating factors in scheduling vacation leave. It submitted that there was also no demonstrated need for the change.

[27] The PIC has carefully considered the submissions of the parties on the issue of seniority or years of service. The factors for a PIC to consider in making its recommendations include the comparability of terms and conditions of employment between occupations within the public service and comparability relative to employees in similar occupations (section 175 of the *PSLRA*). The majority of the PIC is of the

view that the most comparable group within the core public service is the PA group. The employees in the bargaining unit are in occupations that are more similar to those in the PA group than those in the FB or CX bargaining units. The PIC therefore recommends that the collective agreement contain the bargaining agent's proposal for years of service to be used in vacation scheduling, as was recently agreed to in the PA group collective agreement.

[28] The majority of the PIC is not convinced that there is a demonstrated need for years of service criteria for hours of works scheduling. In addition, there is no similar provision in the PA group collective agreement. Accordingly, the majority of the PIC does not recommend the use of years of service for hours of work scheduling. The nominee of the bargaining agent views the application of years or service to scheduling hours of work as normative in collective bargaining. He further notes that no additional cost to the employer appears to arise and considers this to be an area where the employer ought to demonstrate some flexibility in order to achieve a negotiated settlement.

Severance Pay

[29] The employer proposed the elimination of severance pay for voluntary resignation and retirement. As part of its proposal, the employer proposed that employees could cash-out, in whole or in part, their severance entitlement or elect to take the accumulated severance entitlement at retirement or resignation. The employer also proposed some enhancements to severance on lay-off. In exchange for the acceptance of this proposal, the employer proposed an additional economic increase in wages of 0.25% in 2012 and of 0.5% in 2013. In addition, the employer has proposed a number of consequential amendments to other articles in the collective agreement as a result of its severance proposal.

[30] The employer submitted that its severance proposal was consistent with agreements reached with other bargaining units of the PSAC. It also submitted that this proposal had been included in interest arbitration awards and in other PIC reports for the federal public service.

[31] The bargaining agent submitted that a great deal has changed in the federal public service since the agreements on severance pay were reached in 2011. In particular, it noted that there had been significant layoffs, changes in the health care

plan for retirees and significant pension plan changes, including increases in employee contributions.

[32] The PIC recommends that the employer proposal be included in the collective agreement. This is consistent with the pattern established across the federal public service. The PIC has addressed economic increases to salaries below.

Hours of Work (Article 25)

[33] The aspects of the bargaining agent's proposal relating to years of service and scheduling have been addressed by the PIC above.

[34] The bargaining agent has also proposed the elimination of clause 25.02, which provides that "nothing in the Article is to be construed as a guarantee of minimum or maximum hours of work and that in no case shall this permit the employer to reduce the hours of work of a full-time employee permanently". The bargaining agent submitted the current language could be interpreted by the employer as suggesting that managers may on occasion cut the hours of full-time employees and that other provisions concerning the number of hours that employees are to be scheduled to work not apply, at least on a temporary basis. The bargaining agent referred to an adjudication decision of the PSLRB to support its position: *Cloutier et al. v. Canada Revenue Agency*, 2009 PSLRB 3. The bargaining agent submitted that the current provision is rare in the broader public sector.

[35] The employer submitted that the existing clause protects both the employer and employees in relation to the assignment of hours of work and is also a standard provision in federal public service agreements.

[36] The PIC recommends that the bargaining agent proposal not be included in a collective agreement on the basis that the current provision is a standard provision in the core public service.

[37] The bargaining agent proposed a change to clause 25.08, to allow employees to start their work day as early as 6 a.m., subject to operational requirements.

[38] The employer submitted that the current provision is consistent with the PA Group collective agreement. It also submitted that the proposal raises health and

safety issues, the availability of a responsible manager, increased costs to support earlier start times, building accessibility and service to the public.

[39] The PIC recommends that the current provision be renewed, as this is consistent with the provisions in comparable core public service collective agreements.

[40] The bargaining agent also proposed changes to clause 25.09 to allow for longer periods of time to average out hours of work for compressed work weeks. Currently, the provision provides for averaging over 14, 21 and 28 calendar days. The bargaining agent is proposing the addition of averaging over 42, 56 or 84 calendar days. It submitted that these proposals would improve work-life balance for employees.

[41] The employer submitted that the maximum period in comparable core public service agreements is 28 days for variable hours. The employer noted that the bargaining agent did not provide a compelling argument for a change to this clause. In addition, the employer submitted that there was a strong probability that the proposal would result in additional cost to the employer in the form of overtime.

[42] The PIC recommends that the clause be renewed, as there is no demonstrated need for a change and the current provision is consistent with provisions in comparable core public service collective agreements.

[43] The bargaining agent proposed a change in the provisions relating to shift work to define shift work as hours of work scheduled on an irregular basis or hours worked later than 6 p.m. and/or earlier than 7 a.m. The bargaining agent submitted that the current provision in the collective agreement implies that shift work is work that is scheduled on a rotating or irregular basis and does not address situations where employees are working hours that are non-rotating and regular.

[44] The employer submitted that the current language is consistent with the PA collective agreement. It also submitted that rotating shifts is acceptable, as it results in the same treatment for all employees. It also submitted that it was not aware of any difficulties created by the existing language.

[45] The PIC recommends that the current provision be renewed, as there is no demonstrated need for the proposed change and the current provision is consistent with comparable collective agreements in the core public service.

Overtime (Article 28)

[46] The bargaining agent proposed that overtime should be compensated at the classification level at which it is earned, rather than at the rate of pay at the time that it is claimed. It also proposed that the overtime article be modified so that it is at the employee's discretion as to whether or not overtime work is cashed out or compensated in equivalent leave. The bargaining agent also proposed an increase in the overtime meal allowance from \$10.50 to \$11.50.

[47] The bargaining agent submitted that there was no rationale provided by the employer as to why an employee should not be afforded the ability to decide whether they wish to take overtime in cash or leave. The bargaining agent submitted that it was not proposing to remove the employer's prerogative to cash out compensatory time that has not been used after a certain period of time and the scheduling of leave would also continue to be subject to constraints set out in the collective agreement.

[48] The bargaining agent submitted that under the current agreement, employees who work in acting assignments and later cash out unused compensatory time are paid out at their substantive rate and not at the rate at which they were being paid when the overtime work was performed. The bargaining agent submitted that this does not make sense and is unjust.

[49] The bargaining agent submitted that there has not been an increase in the overtime meal allowance in seven years. It also submitted that employees with the House of Commons and the Senate have recently seen increases in the overtime meal allowance.

[50] The employer opposed the proposed changes to this provision of the collective agreement. The employer submitted that having overtime compensated at the classification level at which it is earned would be prohibitively complex for the employer to administer and would be inconsistent with provisions found in other public service collective agreements. The employer submitted that the employer's discretion in relation to the compensation of overtime in equivalent leave was necessary for the effective management of its business. The employer submitted that the current overtime meal allowance was at a higher rate than in collective agreements between the PSAC and Treasury Board (\$10.00).

[51] The PIC recommends that the Article be renewed without modification. This Article is consistent with similar articles in the federal public service. In addition, the overtime meal allowance is higher than in other federal public service agreements with the PSAC.

Vacation Leave with Pay (Article 34)

[52] The PIC has already addressed the part of the bargaining agent's proposal related to vacation scheduling and seniority. In addition, the bargaining agent proposed an increase in the amount of vacation leave. It submitted that vacation leave entitlement for employees in the bargaining unit is inferior to those employed elsewhere in the federal public service. The bargaining agent noted that some collective agreements in the core public service and the broader public service accumulate vacation credits at a rate of 4 weeks from the first year of employment.

[53] The employer submitted that the current vacation leave entitlement is consistent with vacation leave entitlement in comparable bargaining units in the core public service. It submitted that improving vacation leave entitlements would also have financial implications for the employer.

[54] The PIC recommends that the vacation leave entitlement remain unchanged in the collective agreement, as the entitlement is consistent with comparable bargaining units in the core public service.

Leave with and without Pay for Other Reasons (Article 54)

[55] The bargaining agent has a number of proposals relating to this article: personal leave; medical and dental appointments; and leave with income averaging.

[56] The bargaining agent proposed an increase in leave with pay for reasons of a personal nature from 15 hours of leave with pay to 22.5 hours of leave with pay.

[57] The employer opposed this proposal. It noted that collective agreements in the core public service have one day of personal leave and one day of volunteer leave. At CRA there is no volunteer leave and there are two days (15 hours) of personal leave. The employer submitted that there would be a financial cost to the employer and that there was no demonstrated need for an increase in personal leave.

[58] The bargaining agent proposed a new article for medical and dental appointments that would require employees to make every reasonable effort to schedule medical or dental appointments outside of work hours, but in the event that this could not be achieved, leave with pay would be granted.

[59] The employer noted that it had a policy for medical and dental appointments, consistent with the practice in the core public service. This policy contains limits on the amount of leave for medical and dental appointments and also charges absences for a series of continuing appointments to the employee's sick leave. The employer submitted that the bargaining agent's proposal would result in increased benefits to employees that are not available to employees in the core public service.

[60] The bargaining agent proposed that the employer's current policy on leave with income averaging be included in the collective agreement.

[61] The employer submitted that leave with income averaging is not contained in collective agreements in the core public service. It also submitted that there was no demonstrated need for including the policy in the collective agreement.

[62] The PIC recommends that the Article be renewed without change. This is consistent with provisions in other core public service collective agreements.

Pay Administration (Article 64)

[63] The bargaining agent noted that some of the provisions relating to acting pay are provided for in the *Public Service Terms and Conditions of Employment Regulations*. It submitted that these regulations were subject to unilateral change by the Treasury Board and that such provisions properly belonged in the collective agreement. In addition, the bargaining agent proposed that acting pay be calculated based on the employee's classification level immediately before the acting assignment, rather than on the employee's substantive classification. It stated that this would address the unfairness to employees when moving from one acting assignment to another.

[64] The employer submitted that the PIC was without jurisdiction to make a recommendation with regard to these proposals, in that the proposals related to "standards, procedures or processes governing the appointment, ... promotion, deployment ... of employees" (paragraph 177(1)(c) of the *PSLRA*). In terms of the substance of the proposals, the employer submitted that the proposals would result in

inconsistent treatment of CRA employees outside of this bargaining unit and would be inconsistent with the provisions in other collective agreements in the core public service.

[65] The PIC finds that it does not need to come to a determination on whether or not it has the jurisdiction to make a recommendation related to the bargaining agent's proposal. The PIC recommends that the article be renewed without change, as the current provisions are consistent with pay administration provisions in collective agreements in the core public service.

Rates of Pay

Revised pay grid

[66] The current wage grid for employees in the SP classification is a five-step grid (taking an employee four years to reach the maximum rate of pay) and for employees in the MG-SPS classification there is a nine-step grid (taking an employee 8 years to reach the maximum). The bargaining agent proposed a revised pay grid of four steps for the SP and seven steps for the MG-SPS. This proposal is designed to have employees move more quickly through the grid by increasing the increment size.

[67] The employer opposed this proposal. It submitted that a pay range with too few incremental steps impedes the ability to recognize the value of experience and compensate an employee appropriately as he/she develops within a specific job.

[68] The PIC declines to recommend a change in the wage grids. The current wage grid for each classification is appropriate and there is no demonstrated need for a change.

Long service pay

[69] The bargaining agent proposed a graduated annual payment based on years of service, starting at 5 years of service, ranging from \$740 to \$1370. The bargaining agent submitted that this provides additional compensation for workers with more years of service as a significant tool for retaining employees, particularly those that have been at the maximum rate of pay for a certain period of time. The bargaining agent submitted that its proposal was based on the provision in the SV collective agreement between the PSAC and Treasury Board.

[70] The employer submitted that the bargaining agent did not provide a satisfactory rationale for its proposal. It also noted that long service pay for the SV group only applied to approximately 465 firefighters.

[71] The PIC notes that long service pay is not the norm in the core public service and that it exists in the SV collective agreement only for firefighters. There was no evidence of retention issues in the CRA bargaining unit. Accordingly, the PIC does not recommend the inclusion of this proposal in the collective agreement.

Economic increases

[72] The employer has proposed an economic increase of 1.5%, effective November 1, 2012 and 1.5%, effective November 1, 2013. In exchange for acceptance of its severance proposal, it has proposed an additional 0.25% for 2012 and 0.5% for 2013. This results in a proposed increase in pay of 1.75%, effective November 1, 2012 and 2.0%, effective November 1, 2013. The employer made no submissions on an economic increase for a third year of the collective agreement.

[73] The bargaining agent proposed a 1% adjustment to all rates of pay, effective November 1, 2012. After this adjustment, it proposed economic increases of 3% in each of the three-years of a collective agreement. The bargaining agent submitted that the Canadian economy and the government's fiscal circumstances have improved. It also submitted that other federal public service agreements have included additional monetary gains beyond the general economic increases proposed by the employer. The bargaining agent also submitted that the increase in employee pension contributions represents a reduction in compensation. The bargaining agent submitted that private sector wage settlements have hovered at approximately 2% since 2011 and the forecasted average increase in pay is projected to be around 3% in 2014.

[74] The PIC recommends that the employer proposal for the first and second years of the collective agreement be included in the collective agreement. This is consistent with the settlements in the core public service. The bargaining agent did not provide compelling evidence of wage disparities with comparable bargaining units or of retention issues that would justify a higher increase in wages.

[75] The PIC has recommended a three-year duration of the collective agreement. The PIC received no submissions from the employer on an appropriate increase for the

third year. In addition, bargaining in the core public service for an increase in the fiscal year of 2014-15 is only recently underway and there is no established trend.

[76] The PIC declines to make a recommendation on an increase for the third year of the collective agreement. The PIC is of the view that the parties will need to negotiate further on this matter. The economic increase for the third year should reflect the normal considerations, including the resolution of the economic increase in the core public service.

Implementation period (Article 66 and Appendix E)

[77] The employer has proposed the elimination of Appendix E of the collective agreement, a Memorandum of Agreement on the implementation period for the collective agreement. The employer proposes increasing the implementation period from 120 days to 150 days from the date of signing and including this provision in Article 66 (Duration).

[78] The employer submitted that the additional 30 days is required by the compensation community due to the large population of the bargaining unit and the long retroactive period upon signing of a collective agreement. In addition, the employer states that the proposed changes to the severance pay provisions will create additional work for compensation advisors.

[79] The bargaining agent is opposed to this change.

[80] The PIC recommends that the current 120 day implementation period remain in place. In light of the PIC's recommendation on the employer's severance proposal, we would expect the parties to have discussions about the implementation period for this once-only event. The PIC recommends that the Appendix be renewed without change.

Social Justice Fund (New)

[81] The bargaining agent proposed a provision in the collective agreement that would require the employer to contribute one cent per hour worked by each employee in the bargaining unit to a Social Justice Fund. The PSAC's Social Justice Fund was established in 2003.

[82] The employer opposed this proposal. It submitted that its authority to enter into a collective agreement is limited to the terms and conditions of employment and related matters. It submitted that the Social Justice Fund does not fall within the purpose and scope of the collective agreement. It also noted that no collective agreements in the federal public service contain this provision.

[83] The PIC recommends that this proposal not be included in the collective agreement on the basis that it is not a provision that exist in any other collective agreement in the federal public service.

Housekeeping items

[84] The employer has proposed the elimination of Appendix D (“MOA with respect to Work Force Adjustment Appendix”). This Appendix established a joint committee to review the Work Force Adjustment Appendix and make recommendations to the parties within 8 months of its first meeting. The employer advised that the joint committee had submitted its report. The employer submitted that since the Appendix was no longer applicable, it should be removed from the collective agreement.

[85] The bargaining agent has opposed this proposal, but provided no submissions to the PIC.

[86] Given that this is a housekeeping measure, there is no pressing need to remove it from the collective agreement. It is always good labour relations practice to remove legacy provisions that are no longer operative, and the PIC recommends that this Appendix be removed from the collective agreement.

November 26, 2014

Ian R. Mackenzie

Chairperson

For the Public Interest Commission