



Public Service Alliance of Canada
Alliance de la Fonction publique du Canada

TENTATIVE AGREEMENT

PUBLIC SERVICE ALLIANCE OF CANADA (PSAC)

Canadian Food Inspection Agency Unit (CFIA)

COMPRISING EMPLOYEES IN THE FOLLOWING CLASSIFICATIONS:

Administrative Services (AS) Group
Clerical and Regulatory (CR) Group
Engineering and Scientific Support (EG) Group
Financial Management (FI) Group
General Labour and Trades (GL) Group
General Services (GS) Group
General Technical (GT) Group
Heating, Power and Stationary Plant Operation (HP) Group
Information Services (IS) Group
Program Administration (PM) Group
Social Science Support (SI) Group



File: 2122-995-3

August 22, 2023

TO: ALL MEMBERS OF THE PSAC – CANADIAN FOOD INSPECTION AGENCY (CFIA)

RE: TENTATIVE AGREEMENT

On August 9, 2023, after a year of negotiations, our CFIA bargaining team reached a tentative agreement for more than 4,000 workers who deliver critical services to Canadians and keep our food supply safe.

The improvements achieved are the product of the hard work and dedication of both our team and the membership over the course of this round of bargaining. If ratified, the settlement will improve our members’ working conditions and work-life balance in several ways.

Our bargaining team unanimously recommends ratification of our new agreement.

The duration of this new agreement is January 1, 2022, to December 31, 2025.

HIGHLIGHTS OF OUR TENTATIVE AGREEMENT

1. ECONOMIC INCREASES AND ALLOWANCES

The tentative agreement contains significant improvements to monetary compensation for members.

The total compensation for all CFIA group members amounts to a minimum increase of 12% over the four years of the collective agreement.

Effective	Breakdown of economic increase	Total economic increase
January 1, 2022	<ul style="list-style-type: none"> increase to rates of pay: 1.5% 	1.50%
January 1, 2023	<ul style="list-style-type: none"> increase to rates of pay: 3.5% wage adjustment: 1.25% 	4.75%
January 1, 2024	<ul style="list-style-type: none"> increase to rates of pay: 3.0% wage adjustment: minimum of 0.5% (see Group Specific Market Adjustments below) 	3.50% (minimum)
January 1, 2025	<ul style="list-style-type: none"> increase to rates of pay: 2.00% wage adjustment: 0.25% 	2.25%

LUMP SUM PAYMENT

A \$2,500 one-time pensionable lump sum allowance will be paid to all employees in the bargaining unit on the date of signing of the collective agreement.

GROUP SPECIFIC MARKET ADJUSTMENTS

The following group specific market adjustments will be applied to the wage rates of the following groups, effective January 1, 2024. The compounded wage increases, which include general economic increases, wage adjustments and a 3% market adjustment, amounting to 15.39% over the four-year term of the agreement:

- For all employees in the GL-MAM sub-group: 3%
- For all employees in the GL-MDO sub-group: 3%
- For all employees in the HP subgroup: 3%

A pay line adjustment of 0.5% for all employees in the following groups:

- AS
- CR
- EG
- FI
- GL-EIM
- GL-ELE
- GL-INM
- GL-MAN
- GL-PIP
- GS
- GT
- IS
- PM
- SI

For the additional groups, the compounded wage increases, which include the general economic increases, wage adjustments, and a pay line adjustment of 0.5%, amounts to 12.59% over the 4-year term of the agreement.

ARTICLE 26 – SHIFT PREMIUM

Weekend Premiums increase from \$2.00/hour to \$2.25/hour.

ARTICLE 38 – VACATION LEAVE WITH PAY

Employees of the bargaining unit will be able to access four weeks of vacation leave at seven years of employment instead of eight years of employment.

ARTICLE 48 – MARRIAGE LEAVE WITH PAY

Marriage Leave will be replaced with One-time Vacation Leave (five days paid leave).

ARTICLE 31 & 61 – DESIGNATED PAID HOLIDAYS

Inclusion of National Day for Truth and Reconciliation as a Designated Paid Holiday.

Corresponding changes to Article 61 Part-time employees: Designated Paid Holiday allowance for part-time workers increases from 4.25% to 4.6%.

ARTICLE 54 – LEAVE WITH OR WITHOUT PAY FOR OTHER REASONS

One day of Volunteer Leave will be replaced with one day of Personal Leave.

APPENDIX D – MEMORANDUM OF UNDERSTANDING: RETENTION ALLOWANCE FOR COMPENSATION ADVISORS

Harmonization of the retention allowance for employees performing duties as Compensation Advisors at the CR-05, AS-01, AS-02, AS-03 and AS-04 group and levels in departments serviced by the Pay Centre from \$2,500 to \$3,500.

APPENDIX K – IMPLEMENTATION

Compensation increases including premiums, and changes in overtime rates will be implemented within 180 days after signature where there is no need for manual intervention. A lump sum of \$200 payable if the outstanding amount is more than \$500 owed after 181 days after signature.

LETTER OF AGREEMENT WITH RESPECT TO A JOINT LEARNING PROGRAM

Agency to provide up to one hundred and fifty thousand dollars (\$150,000) per year to adopt the JLP for a two-year duration from January 1, 2024, to December 31, 2025.

2. TELEWORK

A new letter of agreement confirming that teleworking is voluntary, can be initiated by the employee, and that arrangements will be considered on a case-by-case basis.

The letter of agreement also provides for the creation of a joint union-employer panel. Employee rights around telework arrangements will be protected through a grievance process and grievances that were not settled prior to the final step of the grievance process may be referred to the joint union-management panel for review.

The Employer also committed to establishing a Joint Consultation Committee which will be co-chaired by the Public Service Alliance of Canada review of CFIA's Work Arrangement Policy as required.

3. JOB SECURITY AND EMPLOYMENT TRANSITION

ARTICLE 22 – JOB SECURITY

New protections to ensure that when indeterminate employees are affected by workforce adjustment situations preference shall be given to their retention over re-engaging a contractor.

Commitment from the Employer to meet and discuss on issues associated with contracting out and managed services.

APPENDIX B – EMPLOYMENT TRANSITION POLICY

Increase to the employee entitlement towards counselling services when affected by an Employment Transition situation from \$1,000 to \$1,200.

Letter of Agreement where the Agency commits to meaningful consultation with the Union if Treasury Board and the Core are successful in an application to amend the *Public Service Employment Regulations* to allow consideration of seniority in the Workforce Adjustment (Employment Transition) process.

Additional information and feedback to be provided to the employee and PSAC during an Employment Transition situation.

4. OTHER IMPORTANT CHANGES TO THE COLLECTIVE AGREEMENT

ARTICLE 9 – INFORMATION

Employees of the bargaining unit will be given electronic access to the collective agreement and supplied with a printed copy upon request.

ARTICLE 11 – USE OF EMPLOYER FACILITIES

Language added to ensure PSAC representatives can access Employer premises for stated union business, and to provide for posting of union notices on electronic bulletin boards.

ARTICLE 13 – LEAVE WITH OR WITHOUT PAY FOR UNION BUSINESS

Expansion to the types of events that can be attended while on leave for union business, specifically conferences, and meetings of union committees.

ARTICLE 23 – TECHNOLOGICAL CHANGES

Addition of the terms “system or software” in the definition of technological change.

ARTICLE 27 – OVERTIME

Overtime meal allowance will not apply when working from home.

ARTICLE 46 – LEAVE WITH PAY FOR FAMILY-RELATED RESPONSIBILITIES

Expansion of leave provision to include the possibility for the employee to use family-related responsibilities to visit a family member with terminal illness.

Increase the cap to 15 hours to attend an appointment with a legal or paralegal representative or with a financial or other professional representative or with a financial or other professional.

ARTICLE 50 – BEREAVEMENT LEAVE WITH PAY

Expansion of leave provision to include one day of paid leave related to the death of an employee’s aunt or uncle.

APPENDIX G – WASH-UP TIME / PREPARATORY TIME

Renewed and expanded the MOU and added language whereby the parties will form a subcommittee to review and discuss the Union’s concerns about preparatory time (tooling up and tooling down) for slaughterhouse inspectors with the goal of finding solutions and making recommendations.

ARTICLE 67 – DURATION

The new agreement, if ratified by the membership, will expire on December 31, 2025.

NEW ARTICLE – LEAVE FOR TRADITIONAL INDIGENOUS PRACTICES

Five days of leave including two days with pay for self-identified Indigenous employees to engage in traditional Indigenous practices including land-based activities such as hunting, fishing and harvesting.

NEW APPENDIX – EMPLOYMENT EQUITY, DIVERSITY AND INCLUSION TRAINING AND INFORMAL CONFLICT MANAGEMENT SYSTEMS

The Agency commits to consider the recommendations of the Joint Committee formed by Treasury Board and PSAC to review existing training courses related to employment equity, diversity and inclusion and informal conflict management systems.

NEW APPENDIX – MATERNITY AND PARENTAL LEAVE WITHOUT PAY

Treasury Board and PSAC Core units have agreed to review maternity and parental leave language with a view finding opportunities to simplify the language as well as to discuss the interactions between the Employment Insurance Program and the Québec Parental Insurance Plan. The Agency and PSAC commit to consider the outcome of this exercise.

NEW – APPENDIX WITH RESPECT TO GENDER INCLUSIVE LANGUAGE

Creation of a Joint Committee to review the collective agreement to render the language more gender-inclusive in both official languages.

NEW – MEMORANDUM OF UNDERSTANDING WITH RESPECT TO PAY SIMPLIFICATION SOLUTIONS

New Memorandum of Understanding to confirm the parties’ commitment to ongoing collaboration with regards to the identification of pay administration simplification solutions.

Further minor amendments to the following:

Article 2 – Interpretations and Definitions (common-law)

Housekeeping changes to numerous articles to correct clause references, updating of legal titles and typos, and deletion of provisions which are no longer applicable, including Appendix E and Appendix J.

The new agreement, if ratified by the membership, will expire on December 31, 2025.

Your Bargaining Team, comprising:

- | | |
|------------------|------------------|
| Adesoji Fayemiwo | Jan Pennington |
| Dorothy McRae | Michelle Schultz |
| Andrew Neufeld | Sandra Sheppard |
| Randy Olynyk | Sylvia Venne |

Silja Freitag, PSAC Research Officer

Hassan Hussein, PSAC Negotiator

unanimously recommends **acceptance** of this tentative agreement.

Sincerely,



Jamey Mills
Regional Executive Vice-President

- cc. National Board of Directors
- Negotiations Section
- Dan Fisher, A/Director, Representation and Legal Services Branch
- Regional Coordinators
- Reine Zamat, Supervisor, Membership Administration
- Megan Whitworth, Administrative Assistant, Membership Administration
- ROB National Mobilization
- Chantal Wilson, Member Information Advisor
- Louise Casselman, Social Justice Fund Officer
- Laura Avalos, Social Justice Fund Advisor

MEMORANDUM OF SETTLEMENT

between the

CANADIAN FOOD INSPECTION AGENCY

and the

PUBLIC SERVICE ALLIANCE OF CANADA

in respect of the

PUBLIC SERVICE ALLIANCE OF CANADA GROUP

- 1) The Parties herein agree to the terms of this Memorandum of Settlement as constituting full settlement of all matters that were in dispute during the current round of collective bargaining.
- 2) The undersigned representatives of the Parties do hereby agree to unanimously recommend complete acceptance of all the terms of this Memorandum to their respective principals.
- 3) Unless otherwise specified, the provisions of the Collective Agreement shall take effect on the date the Collective Agreement is signed by both Parties.
- 4) The Parties herein agree that the said Collective Agreement shall include the terms of the previous Collective Agreement which expired on December 31, 2021, and the following amendments that will be incorporated:
 - a) All those Matters Agreed To and signed by the Parties prior to the date of this Memorandum of Settlement, which are attached hereto, dated March 1, 2023; and
 - b) All those Matters Agreed To and signed by the Parties on the date of this Memorandum of Settlement, which are attached hereto.
- 5) The Parties agree that the pay grids, implementation notes and pay notes will be finalized along with the other updates to the language agreed to for the renewal of the Collective Agreement.

- 6) Duration (Article 67) – A four (4) year agreement, expiry date of December 31, 2025.
 - 7) The Parties herein agree that the provisions of this Collective Agreement shall be implemented by the Parties within a period of one hundred and eighty (180) days from the date of signing as per Appendix K: Implementation the Memorandum of Understanding with respect to the implementation of the Collective Agreement.
 - 8) It is agreed that incumbents of positions within the Public Service Alliance of Canada group on the date of signing of the collective agreement will be provided with a one-time lump-sum payment of two thousand five hundred dollars (\$2,500). This one-time allowance will be paid to incumbents of positions within the Public Service Alliance of Canada group for the performance of regular duties and responsibilities associated with their position.
 - 9) It is agreed that upon ratification of the Collective Agreement, the Parties shall discontinue their legal proceedings relating to collective bargaining and hybrid work on a without costs basis, including but not limited to those listed below:
 - a) FPSLRB #: 561-32-46441: PSAC ULP complaint re: statutory freeze; and
 - b) Grievance #: 23- 235636: PSAC Policy Grievance (filed by PSAC on Feb 17 re: return employees to workplace)
- The Parties will write to the Federal Public Sector Labour Relations and Employment Board once this Memorandum of Settlement is signed to request that all Board Files listed above be immediately placed in abeyance, pending ratification of the collective agreements.
- 10) The Employer and the Public Service Alliance of Canada agree to withdraw all other outstanding proposals and counter-proposals.
 - 11) Unless otherwise specified, existing provisions are renewed.

ARTICLE 9 – INFORMATION

- 9.02 ~~The Employer agrees to supply each employee with a copy of this Agreement and will endeavour to do so within one (1) month after receipt from the printer.~~ ***Employees of the bargaining unit will be given electronic access to the collective agreement. Where access to the agreement is deemed unavailable or impractical by an employee, the employee will be supplied with a printed copy of the agreement upon request once during the life of the current collective agreement.***

ARTICLE 11 – USE OF EMPLOYER FACILITIES

11.01 Reasonable space on bulletin boards in convenient locations, ***including electronic bulletin boards where available***, will be made available to the Union for the posting of official Union notices. The Union shall endeavour to avoid requests for posting of notices which the Employer, acting reasonably, could consider adverse to its interests or to the interests of any of its representatives. Posting of notices or other materials shall require the prior approval of the Employer, except notices related to the business affairs of the Union, including the names of Union representatives, and social and recreational events. Such approval shall not be unreasonably withheld.

...

11.03 A duly accredited representative of the Union may be permitted access to the Employer's premises, which includes vessels, to assist in the resolution of a complaint or grievance and to attend meetings called by management. ***A representative appointed by PSAC the Alliance may be permitted access to employer premises on stated PSAC Alliance business. It is agreed that these visits this access will not disrupt the Employer's operations.*** Permission to enter the premises shall, in each case, be obtained from the Employer. Such permission shall not be unreasonably withheld. In the case of access to vessels, the Union representative upon boarding any vessel must report to the Master, state his or her business and request permission to conduct such business. It is agreed that these visits will not interfere with the sailing and normal operation of the vessels.

ARTICLE 13 – LEAVE WITH OR WITHOUT PAY FOR UNION BUSINESS

13.12 Subject to operational requirements, the Employer shall grant leave without pay to a reasonable number of employees to attend:

- a) ~~m~~Meetings of the Board of Directors of the Union,
- b) ~~m~~Meetings of the National Executive of the Components,
- c) Executive Board meetings of the Union, ~~and~~
- d) ~~e~~Conventions **and conferences** of the Union, the Components, the Canadian Labour Congress, the PSAC Regional Councils, and the Territorial and Provincial Federations of Labour-, **and**
- e) ***PSAC recognized committee meetings of PSAC, the components, the Canadian Labour Congress and the territorial and provincial Federations of Labour.***

ARTICLE 18 – NO DISCRIMINATION

18.01 There shall be no discrimination, interference, restriction, coercion, harassment, intimidation, or any disciplinary action exercised or practiced with respect to an employee by reason of age, race, creed, colour, national origin, religious affiliation, sex, sexual orientation, gender identity or expression, family status, genetic characteristics, ~~mental or physical~~ disability, membership or activity in the Union, marital status or a conviction for which a pardon has been granted or in respect of which a record suspension has been ordered.

...

NEW

18.04 *The Employer shall provide the complainant(s) and/or respondent(s) with an official copy of the investigation report, subject to the Access to Information Act and Privacy Act.*

ARTICLE 19 – SEXUAL HARASSMENT

NEW

19.04 *The Employer shall provide the complainant(s) and/or respondent(s) with an official copy of the investigation report, subject to the Access to Information Act and Privacy Act.*

ARTICLE 22 – JOB SECURITY

NEW

22.02 *Through Labour Management Consultation Committees, or through another forum as agreed upon by both parties, CFIA ~~departmental~~ and Alliance representatives shall meet to discuss and exchange on issues associated with contracting out, such as but not limited to, the influence on working conditions, complexity of tasks, information on contractors in the workplace, future resource and service requirements, skills inventories, knowledge transfer, position vacancies, workload, and managed services.*

NEW

22.03 *Where practicable and when indeterminate employees are affected by employment transition ~~workforce adjustment~~ situations, and provided the employee is capable of performing the necessary work, preference shall be given to their retention over re-engaging a contractor.*

ARTICLE 23 - TECHNOLOGICAL CHANGE

23.02 In this Article "Technological Change" means:

- a. the introduction by the Employer of equipment, or material, **systems or software** of a different nature than that previously utilized; and
- b. a **significant** change in the Employer's operation directly related to the introduction of that equipment, or material, **systems or software**.

ARTICLE 26 – SHIFT PREMIUMS

26.02 Weekend Premium

An employee working on shifts during a weekend will receive an additional premium of two dollars **and twenty-five cents** (~~\$2.00~~**25**) per hour for all hours worked, including overtime hours, on Saturday and/or Sunday.

ARTICLE 27 – OVERTIME

27.08

...

- d. Meal allowances under this clause shall not apply:
 - i.* to an employee who is in travel status which entitles the employee to claim expenses for lodging and/or meals.; **or**
 - ii.* ***to an employee who has obtained authorization to work at the employee's residence.***

ARTICLE 31 – DESIGNATED PAID HOLIDAYS

31.01 Subject to clause 31.02, the following days shall be designated paid holidays for employees:

- a. New Year's Day,
- b. Good Friday,
- c. Easter Monday,
- d. the day fixed by proclamation of the Governor in Council for celebration of the Sovereign's Birthday,
- e. Canada Day,
- f. Labour Day,
- g. *National Day for Truth and Reconciliation,***
- ~~h.g~~—the day fixed by proclamation of the Governor in Council as a general day of Thanksgiving,
- ~~i.h~~—Remembrance Day,
- ~~j.i~~—Christmas Day,
- ~~k.j~~—Boxing Day,
- ~~l.k~~ one additional day in each year that, in the opinion of the Employer, is recognized to be a provincial or civic holiday in the area in which the employee is employed or, in any area where, in the opinion of the Employer, no such additional day is recognized as a provincial or civic holiday, the first Monday in August,
- ~~m. l~~—one additional day when proclaimed by an *Act of Parliament* as a national holiday.

ARTICLE 61 – PART-TIME EMPLOYEES

Designated Paid Holidays

61.07 A part-time employee shall not be paid for the designated paid holidays but shall, instead be paid four decimal ~~six~~ two five percent (4.~~6~~25%) for all straight-time hours worked.

ARTICLE 37 – LEAVE – GENERAL

37.08 An employee shall not earn ***or be granted*** leave credits under this Agreement in any month ***nor in any fiscal year*** for which leave has already been credited ***or granted*** to him or her under the terms of any other collective agreement to which the Employer is a party or under other rules or regulations ***applicable to organizations within the federal public administration, as specified in Schedule I, Schedule IV or Schedule V of the Financial Administration Act.*** of the Employer.

ARTICLE 38 – VACATION LEAVE WITH PAY

Accumulation of Vacation Leave Credits

38.02

- a. L'employé-e acquiert des crédits de congé annuel, selon les modalités suivantes, pour chaque mois civil au cours duquel il ou elle touche la rémunération d'au moins soixante-quinze (75) heures :
- i. nine decimal three seven five (9.375) hours until the month in which the anniversary of the employee's ~~eight~~ **seventh (87th)** year of service occurs;
 - ii. twelve decimal five (12.5) hours commencing with the month in which the employee's ~~eight~~ **seventh (87th)** anniversary of service occurs;
- ...
- b. An employee shall earn vacation leave credits at the following rate for each calendar month during which the employee receives pay for at least eighty (80) hours:
- i. ten (10) hours until the month in which the anniversary of the employee's ~~eight~~ **seventh (87th)** year of service occurs;
 - ii. thirteen decimal three three (13.33) hours commencing with the month in which the employee's ~~eight~~ **seventh (87th)** anniversary of service occurs;
- ...

ARTICLE 46 - LEAVE WITH PAY FOR FAMILY-RELATED RESPONSIBILITIES

46.03 Subject to clause 46.02, the Employer shall grant leave with pay under the following circumstances:

...

f. to provide for the employee's child in the case of an unforeseeable closure of the school or daycare facility;

g. to visit a family member who, due to an incurable terminal illness, is nearing the end of their life;

h.g. ~~seven decimal five (7.5)~~ fifteen (15) hours out of the thirty-seven decimal five (37.5) hours, or ~~eight (8)~~ sixteen (16) hours out of the forty (40) hours where the standard work week is forty (40) hours, stipulated in clause 46.02 above may be used to attend an appointment with a legal or paralegal representative for non-employment related matters, or with a financial or other professional representative, if the supervisor was notified of the appointment as far in advance as possible.

ARTICLE 48 – MARRIAGE LEAVE WITH PAY

The Parties agree to the following amendments to Article 48:

Effective April 1, 2024, Article 48 is deleted from the Collective Agreement and replaced with the following:

Article 48 – One-time Vacation Leave

Sub-clauses 48.01(a) does not apply to bargaining unit employees classified as GL or GS.

48.01

- (a)** An employee shall be credited a one-time entitlement of thirty-seven decimal five (37.5) hours of vacation leave with pay on the first (1st) day of the month following the employee's second (2nd) anniversary of service, as defined in clause 38.02(d).

Sub-clauses 48.01(b) applies only to bargaining unit employees classified as GL or GS.

48.01

- (b)** An employee shall be credited a one-time entitlement of forty (40) hours of vacation leave with pay on the first (1st) day of the month following the employee's second (2nd) anniversary of service, as defined in clause 38.02(d).

48.02 For clarity, employees shall be credited the leave described in 48.01(a) or 48.01(b) only once in their total period of employment in the public service.

48.03 The vacation leave credits provided in paragraph 48.01(a) or 48.01(b) above shall be excluded from the application of paragraph 38.12, dealing with the carry-over and/or liquidation of vacation leave.

ARTICLE 50 - BEREAVEMENT LEAVE WITH PAY

50.03 An employee is entitled to one (1) day's bereavement leave with pay for a purpose related to the death of his or her **aunt or uncle**, brother-in-law or sister-in-law and grandparents of spouse.

ARTICLE 54 – LEAVE WITH OR WITHOUT PAY FOR OTHER REASONS

In any fiscal year, an employee is entitled to no more than fifteen (15) hours of combined personal and volunteer leave.

54.02 Volunteer Leave

Effective April 1, 2024, clause 54.02 Volunteer Leave is deleted from the Collective Agreement

Sub-clause 54.02(a) does not apply to bargaining unit employees classified as GL or GS.

Sub-clause 54.02(b) applies only to bargaining unit employees classified as GL or GS.

- a. Subject to operational requirements as determined by the Employer and with an advance notice of at least five (5) days, the employee shall be granted, in each fiscal year, seven decimal five (7.5) hours leave with pay to work as a volunteer for a charitable or community organization or activity, other than for activities related to the Government of Canada Workplace Charitable Campaign. For purposes of this clause, a day is equal to seven decimal five (7.5) hours.
- b. Subject to operational requirements as determined by the Employer and with an advance notice of at least five (5) days, the employee shall be granted, in each fiscal year, eight (8) hours leave with pay to work as a volunteer for a charitable or community organization or activity, other than for activities related to the Government of Canada Workplace Charitable Campaign. For purposes of this clause, a day is equal to eight (8) hours.
- c. The leave will be scheduled at a time convenient both to the employee and the Employer. Nevertheless, the Employer shall make every reasonable effort to grant the leave at such a time as the employee may request.

54.03 Personal Leave

Sub-clause 54.03(a) does not apply to bargaining unit employees classified as GL or GS.

Sub-clause 54.03(b) applies only to bargaining unit employees classified as GL or GS.

- a. Subject to operational requirements as determined by the Employer and with an advance notice of at least five (5) days, the employee shall be granted, in each fiscal

year, seven decimal five (7.5) hours leave with pay for reasons of a personal nature. For purposes of this clause, a day is equal to seven decimal five (7.5) hours.

- b. Subject to operational requirements as determined by the Employer and with an advance notice of at least five (5) days, the employee shall be granted, in each fiscal year, eight (8) hours leave with pay for reasons of a personal nature. For purposes of this clause, a day is equal to eight (8) hours.
- c. The leave will be scheduled at a time convenient both to the employee and the Employer. Nevertheless, the Employer shall make every reasonable effort to grant the leave at such a time as the employee may request.

Effective April 1, 2024, the previous provision is replaced with the following:

NEW

54.02 Personal Leave

Sub-clause 54.02(a) does not apply to bargaining unit employees classified as GL or GS.

Sub-clause 54.02(b) applies only to bargaining unit employees classified as GL or GS.

- a. Subject to operational requirements as determined by the Employer and with an advance notice of at least five (5) days, the employee shall be granted, in each fiscal year, ~~seven decimal five (7.5)~~ **fifteen (15)** hours leave with pay for reasons of a personal nature. ~~For purposes of this clause, a day is equal to seven decimal five (7.5) hours.~~ **This leave can be taken in periods of seven decimal five (7.5) hours or three decimal seven five (3.75) hours each.**
- b. Subject to operational requirements as determined by the Employer and with an advance notice of at least five (5) days, the employee shall be granted, in each fiscal year, ~~eight (8)~~ **sixteen (16)** hours leave with pay for reasons of a personal nature. ~~For purposes of this clause, a day is equal to eight (8) hours.~~ **This leave can be taken in periods of eight (8) hours or four (4) hours each.**
- c. The leave will be scheduled at a time convenient both to the employee and the Employer. Nevertheless, the Employer shall make every reasonable effort to grant the leave at such a time as the employee may request.

ARTICLE 58 - EMPLOYEE PERFORMANCE REVIEW AND EMPLOYEE FILES

58.03 Upon written request of an employee, the personnel file of that employee shall be made available for his or her examination in the presence of an authorized representative of the Employer. ***For the purpose of satisfying this clause, the information can be made available electronically.***

ARTICLE 67 - DURATION

67.01 The duration of this Collective Agreement shall be from the date it is signed to December 31, ~~2021~~**2025**.

NEW ARTICLE – LEAVE FOR INDIGENOUS TRADITIONAL PRACTICES

XX.01 Subject to operational requirements as determined by the Employer, fifteen (15) hours of leave with pay (or sixteen (16) hours where the standard work week is forty (40) hours) and twenty-two decimal five (22.5) hours (or twenty-four (24) hours where the standard work week is forty (40) hours) of leave without pay per fiscal year shall be granted to an employee who self-declares as an Indigenous person and who requests leave to engage in traditional Indigenous practices, including land-based activities such as hunting, fishing, and harvesting.

For the purposes of this article, an Indigenous person means First Nations, Inuit or Métis.

XX.02 Unless otherwise informed by the Employer, a statement signed by the employee stating that they meet the conditions of this article shall, when delivered to the Employer, be considered as meeting the requirements of this article.

XX.03 An employee who intends to request leave under this article must give notice to the Employer as far in advance as possible before the requested period of leave.

XX.04 Leave under this article may be taken in one or more periods. Each period of leave shall not be less than seven decimal five (7.5) hours or eight (8) hours (where the standard work week is forty (40) hours).

APPENDIX A – ANNUAL RATES OF PAY

The Parties agree to the following economic increases, wage adjustments and pay line adjustments:

Economic Increases

Effective January 1, 2022 – 1.50%
Effective January 1, 2023 – 3.50%
Effective January 1, 2023 – 1.25% (wage adjustment)
Effective January 1, 2024 – 3.00%
Effective January 1, 2025 – 2.00%
Effective January 1, 2025 – 0.25% (wage adjustment)

Pay Line Adjustments

For the following groups and sub-groups: AS, CR, EG, FI, GL-EIM, GL-ELE, GL-INM, GL-MAN, GL-PIP, GS, GT, IS, PM, SI:

Effective January 1, 2024 – 0.5% to be applied to every step of every level.

Market Adjustments

For the following groups and sub-groups: GL-MAM, GL-MDO and HP:

Effective January 1, 2024 – 3.0% for all employees

One-time allowance Related to the Performance of Regular Duties:

The Employer will provide a one-time lump-sum payment of two thousand five hundred dollars (\$2,500) to incumbents of positions within the Public Service Alliance of Canada (PSAC) group on the date of signing of the collective agreement.

This one-time allowance will be paid to incumbents of positions within the Public Service Alliance of Canada (PSAC) group for the performance of regular duties and responsibilities associated with their position.

Payment will be issued according to implementation timelines as per Appendix K - Memorandum of Understanding with Respect to Implementation of the Collective Agreement.

If an employee is eligible for compensation in respect to the one-time allowance related to the performance of regular duties (and responsibilities) under more than one collective agreement, the employee shall receive the allowance only once.

APPENDIX B – EMPLOYMENT TRANSITION POLICY

Definitions

...

Education Allowance (indemnité d'étude) - is one of the options provided to an indeterminate employee affected by ~~an normal~~ employment transition situation for whom the President cannot guarantee a reasonable job offer. The Education Allowance is a payment, equivalent to the Transitional Support Measure (see Annex A), plus a reimbursement of tuition from a recognized learning institution, book and relevant equipment costs, up to a maximum of seventeen thousand dollars (\$17,000.00)

...

Enquiries

Enquiries by employees pertaining to ~~entitlements to a priority for appointment~~ **a priority entitlement** or to their status in relation to ~~the priority appointment~~ **a priority entitlement** process should be directed to the Human Resource Advisor serving the employee's work site.

...

1.1.29 The Agency shall inform and counsel affected and surplus employees as early and as completely as possible and shall, in addition, assign a counsellor to each opting and surplus employee and laid-off person to work with them throughout the process. Such counselling is to include explanations and assistance concerning such issues as the following:

...

- m. advise employees to seek out proposed alternations and submit request for approval as soon as possible after being informed they will not be receiving a guarantee of a reasonable job offer; ~~and~~
- n. advising employees of the right to be represented by the PSAC in the application of this Appendix; **and**
- o. the Employee Assistance Program (EAP).**

Part IV

- 4.2.3 Once a retraining plan has been initiated, its continuation and completion are subject to satisfactory performance by the employee. ***The Agency will*** ~~Departments or organizations should~~ ***provide the employee with feedback in writing on the progress of the retraining plan on a regular basis.***

...

4.3 Laid-off persons

- 4.3.1 Subject to the President's approval, a laid-off person shall be offered re-training, providing:
- (a) re-training is needed to facilitate the appointment of the individual to a specific vacant position;
 - (b) the individual meets the minimum requirements for appointment to the group concerned;
 - (c) there are no other available persons with a priority who qualify for the position;
and
 - (d) the Agency cannot justify, ***in writing***, a decision not to re-train the individual.

...

- 6.4.6 Opting employees who choose Option (b) or Option (c) above will be entitled to up to one thousand ***two hundred*** dollars (\$~~1,000.00~~***1,200***) towards counselling services in respect of their potential re-employment or retirement. Such counselling services may include financial and job placement counselling services.

Part V

Salary protection

5.1 Lower-level position

- 5.1.1 Surplus employees and laid-off persons appointed to a lower-level position under this Appendix shall have their salary and pay equity equalization payments, if any, protected in accordance with the salary protection provisions of their collective agreement, or, in the absence of such provisions, the appropriate provisions of the ***Directive on Terms and Conditions of Employment*** ~~Agency's Policy respecting Pay on Reclassification or Conversion.~~

APPENDIX D – MEMORANDUM OF UNDERSTANDING: RETENTION ALLOWANCE FOR COMPENSATION ADVISORS

1. In an effort to increase retention of all Compensation Advisors *and employees working in compensation operations at the CFIA who perform work directly related to compensation operations, including processing transactions*, at the CR-05, AS-01, AS-02, AS-03 or AS-04 group and levels, the Employer will provide a "Retention Allowance" for the performance of Compensation duties in the following amount and subject to the following conditions:

- a. Effective according to the dates determined by subparagraph 2) a) ii) of Appendix K (MOU on Implementation), employees falling into the categories listed below shall be eligible to receive an allowance to be paid biweekly;
- b. All AS-01, AS-02 or AS-03 CFIA Compensation Advisors working at the Canadian Food Inspection Agency shall be paid the daily amount shown below for each calendar day for which the employee is paid pursuant to Appendix A of the collective agreement. This daily amount is equivalent to the annual amount set out below divided by two hundred and sixty decimal eight eight (260.88);

Retention Allowance
Annual amount: ~~\$2,500~~ **\$3,500**
Daily amount: ~~\$9.58~~ **\$13.42**

- c. All CR-05, AS-01, AS-02, AS-03 or AS-04 CFIA Compensation Advisors working in pay pods under the banner of the Public Service and Procurement Canada Pay Centre (PSPC) shall be paid the daily amount shown below for each calendar day for which the employee is paid pursuant to Appendix A of the collective agreement. This daily amount is equivalent to the annual amount set out below divided by two hundred and sixty decimal eight eight (260.88);

Retention Allowance
Annual amount: \$3,500
Daily amount: \$13.42

- d. The Retention Allowance specified above does not form part of an employee's salary;
- e. The Retention Allowance will be added to the calculation of the weekly rate of pay for the maternity and parental allowances payable under articles **42 and 444** ~~and 43~~ of this collective agreement;
- f. Subject to (g) below, the amount of the Retention Allowance payable is that amount specified in paragraph 1(b) or (c) for the level prescribed in the certificate of appointment of the employee's CR-05, AS-01, AS-02, AS-03 or AS-04 position.

- g. When a Compensation Advisor or employee as defined in clause 1 is required by the Employer to perform the duties of a classification level that does not have the Retention Allowance, the Retention Allowance shall not be payable for the period during which the employee performs the duties.
2. A part-time employee receiving the allowance shall be paid the daily amount shown above divided by seven decimal five (7.5), for each hour paid at their hourly rate of pay.
3. An employee shall not be entitled to the allowance for periods he/she is on leave without pay or under suspension.

This Memorandum of Understanding expires with the signing of a new Collective Agreement.

**APPENDIX E - MEMORANDUM OF UNDERSTANDING – INCENTIVES FOR THE
RECRUITMENT AND RETENTION OF COMPENSATION ADVISORS**

The Parties agree to delete Appendix E from the Collective Agreement.

APPENDIX F – MEMORANDUM OF UNDERSTANDING – HOURS OF WORK

Within ninety (90) days of ratification of this Collective Agreement, the Parties will meet to engage in meaningful consultation on any Employer plans to schedule weekend shifts for employees not currently working weekends, prior to the implementation of any such shift.

This Memorandum of Understanding will expire on ***the expiry date of this collective agreement*** ~~December 31, 2021~~.

APPENDIX G – MEMORANDUM OF UNDERSTANDING – WASH-UP TIME

APPENDIX “G”
Memorandum of Understanding
Article 60: Wash-up Time
Preparatory Time

The Parties acknowledge that the current amount of wash-up time in Article 60.01 may not meet the needs of all employees due to the many different sizes and layouts of slaughterhouses across the country.

Within ninety (90) days of ratification of this Collective Agreement, the Parties will meet to engage in meaningful consultation with each Region to further define any issue surrounding wash-up time, review the situation in the various workplaces, analyze the results and determine potential solutions to reasonably resolve any issues, both in the short and long term. Such potential solutions may include the staggering of starting times to ensure adequate coverage and adequate wash-up time, and to ensure that employees receive their scheduled breaks. ~~The Parties will also review and discuss the Union’s concerns about preparatory time.~~

The parties further acknowledge that they have discussed employee concerns regarding required preparatory time prior to the start and at the end of shifts, for those employees who work in abattoirs. The parties agreed to continue discussions on this important issue during the life of the collective agreement. As such, the parties agreed to the following:

- 1. Strike a sub-committee to begin discussing the concerns regarding preparatory time. Such discussions shall commence 90 days after the signing of this collective agreement.***
- 2. The sub-committee shall consider all matters related to the preparatory time, including but not limited to the average amount of time required for: review of assignment notes, to check-in with supervisors, changing into mandatory work apparel and PPE, and the distance from CFIA offices to workstations.***
- 3. The sub-committee will meet to engage in meaningful consultation with each Region to further define any issues surrounding preparatory time, review the situation in the various workplaces, analyze the results and determine potential solutions to reasonably resolve any issues, both in the short and long term.***

The sub-committee shall present their findings, proposed solutions, and recommendations to their principals for consideration in the next round of negotiations.

APPENDIX I – Memorandum of Understanding between the Canadian Food Inspection Agency and the Public Service Alliance of Canada with Respect to Mental Health

This Memorandum of Understanding is to recognize the ongoing joint commitment of the Canadian Food Inspection Agency (CFIA or the Employer) to address issues of mental health in the workplace in collaboration with the Public Service Alliance of Canada (the PSAC).

In 2015, the Treasury Board of Canada and the PSAC entered into a Memorandum of Understanding with respect to mental health in the workplace as part of the collective agreement which established the Joint Task Force on Mental Health (the Joint Task Force). ***The terms of this memorandum of understanding have been met.***

The Treasury Board of Canada, based on the work of the Joint Task Force and in collaboration with the PSAC, created the Centre of Expertise on Mental Health in 2017 focused on guiding and supporting federal organizations to successfully implement measures to improve mental health in the workplace by implementing the National Standard of Canada for Psychological Health and Safety in the Workplace (the Standard). To this end, the Centre of Expertise on Mental Health was given and shall continue to have:

- central, regional and virtual presence;
- an evolving mandate based on the needs of stakeholders within the federal public service; and
- a dedicated and long-term funding from Treasury Board.

Building on the work of the Joint Task Force and Treasury Board, the CFIA worked in collaboration with the National Occupational Health and Safety Policy Committee as directed by PSAC to implement the National Standard of Canada for Psychological Health and Safety in the Workplace (the Standard). To this end, the results were a co- developed Mental Health Strategy and Action Plan 2019-2022.

The Mental Health Strategy focuses on three strategic goals that will contribute to achieving our vision:

- Strengthen the culture;
- Prevention; and
- Support.

A key element of the Strategy is continuous improvement and the ability to measure and report in order to ensure accountability and cultivate positive culture change. The Employer will continue to consult with the Union through the National Occupational Safety and Health Policy Committee (NOSH PC) Mental Health Sub-Committee on a regular basis, and at a minimum once a year, to monitor the Mental Health Strategy's Action Plan.

This Memorandum of Understanding expires on ~~December 31, 2024~~ ***the expiry date of this collective agreement.***

APPENDIX J – MEMORANDUM OF UNDERSTANDING WITH RESPECT TO CHILD CARE

The Parties agree to delete Appendix J from the Collective Agreement.

APPENDIX K – MEMORANDUM OF UNDERSTANDING – IMPLEMENTATION OF THE COLLECTIVE AGREEMENT

The Parties agree to delete the current language within this MOU and replace the language with the language below:

- 1. *The effective dates for economic increases will be specified in the collective agreement. Other provisions of the collective agreement will be effective as follows:***
 - a. All components of the agreement unrelated to pay administration will come into force on signature of this agreement unless otherwise expressly stipulated.***
 - b. Changes to existing and new compensation elements such as premiums, allowances, insurance premiums and coverage and changes to overtime rates will become effective within one hundred and eighty (180) days after signature of agreement, on the date at which prospective elements of compensation increases will be implemented under 2.a).***
 - c. Payment of premiums, allowances, insurance premiums and coverage and overtime rates in the collective agreement will continue to be paid as per the previous provisions until changes come into force as stipulated in 1.b).***
- 2. *The collective agreement will be implemented over the following time frames:***
 - a. The prospective elements of compensation increases (such as prospective salary rate changes and other compensation elements such as premiums, allowances, changes to overtime rates) will be implemented within one hundred and eighty (180) days after signature of this agreement where there is no need for manual intervention.***
 - b. Retroactive amounts payable to employees will be implemented within one hundred and eighty (180) days after signature of this agreement where there is no need for manual intervention.***
 - c. Prospective compensation increases and retroactive amounts that require manual processing will be implemented within four hundred and sixty (460) days after signature of this agreement.***
- 3. *Employee recourse***
 - a. Employees in the bargaining unit for whom this collective agreement is not fully implemented within one hundred and eighty (180) days after signature of this collective agreement will be entitled to a lump sum of two hundred dollars (\$200) non-pensionable amount when the outstanding amount owed after one hundred and eighty-one (181) days is greater than five hundred dollars (\$500). This amount will be included in their final retroactive payment.***

- b. Employees will be provided a detailed breakdown of the retroactive payments received and may request that the compensation services of their Agency ~~department~~ or the Public Service Pay Centre verify the calculation of their retroactive payments, where they believe these amounts are incorrect. The Employer will consult with PSAC ~~the Alliance~~ regarding the format of the detailed breakdown.**

- ~~e. In such a circumstance, for employees in organizations serviced by the Public Service Pay Centre, they must first complete a Phoenix feedback form indicating what period they believe is missing from their pay. For employees in organizations not serviced by the Public Service Pay Centre, employees shall contact the compensation services of their department.~~**

NEW MOU – MATERNITY AND PARENTAL LEAVE

APPENDIX XX MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE CANADIAN FOOD INSPECTION AGENCY AND THE PUBLIC SERVICE ALLIANCE OF CANADA WITH RESPECT TO MATERNITY AND PARENTAL LEAVE

This memorandum of understanding (MOU) is to give effect to the agreement reached between the Canadian Food Inspection Agency (the Employer) and the Public Service Alliance of Canada (PSAC) regarding the review of language under the maternity leave without pay and parental leave without pay articles in the collective agreement.

The parties commit to consider the outcome of the exercise agreed between reviewing the opportunities identified by TBS and PSAC stemming from their April 2023 agreement to identify opportunities to simplify the language. The parties also commit to consider the outcome of the exercise of comparing the interactions between the collective agreement and the Employment Insurance Program and Québec Parental Insurance Plan.

The parties agree that the opportunities identified throughout this exercise will not result in changes in application, scope or value of article 42 and article 44 of the collective agreement.

This MOU expires on the expiry date of this collective agreement.

NEW MOU – GENDER INCLUSIVE LANGUAGE

NEW APPENDIX MEMORANDUM OF UNDERSTANDING BETWEEN THE TREASURY BOARD OF CANADA AND THE PUBLIC SERVICE ALLIANCE OF CANADA WITH RESPECT TO GENDER- INCLUSIVE LANGUAGE

This Memorandum of Understanding (MOU) is to give effect to the agreement reached between the Canadian Food Inspection Agency (the Employer) and the Public Service Alliance of Canada (the Alliance/PSAC) regarding the review of language in the PSAC bargaining unit.

Both parties are committed to and support gender neutrality and inclusivity. To that end, the parties commit to, during the life of the above-noted collective agreement, establishing a Joint Committee to review the collective agreement to render the language more gender-inclusive in both official languages. The parties agree that any changes in language will not result in changes in application, scope or value.

The parties further agree that the Joint Committee will use the work completed by the Treasury Board of Canada and the Alliance on gender inclusive language, once completed, as a starting point for its review.

This MOU expires on the expiry date of this collective agreement.

NEW MOU – EMPLOYMENT EQUITY, DIVERSITY AND INCLUSION TRAINING AND INFORMAL CONFLICT MANAGEMENT SYSTEMS

The Parties agree to the following Memorandum of Understanding within the Collective Agreement with respect to Employment Equity, Diversity and Inclusion Training and Informal Conflict Management Systems:

Letter of Understanding Between The Canadian Food Inspection Agency and the Public Service Alliance of Canada With Respect To Employment Equity, Diversity and Inclusion Training and Informal Conflict Management Systems

The parties recognize the importance of a public service culture that fosters employment equity, diversity and inclusion (EEDI); one where all public service employees have a sense of belonging, and where difference is embraced as a source of strength.

The parties also recognize the importance of an inclusive informal conflict resolution experience where employees feel supported, heard and respected.

1. The parties acknowledge that the Treasury Board of Canada and the Public Service Alliance of Canada have entered into a Memorandum of Understanding with respect to a joint review on employment equity, diversity and inclusion (EEDI) training and informal conflict management systems, whereby they commit to establish a Joint Committee to review existing training courses related to EEDI which are currently available to employees in the Core Public Administration.

2. The Canadian Food Inspection Agency (CFIA) will review recommendations of the above-noted Joint Committee. The recommendations will be shared with the CFIA's Informal Conflict Management Services (ICMS) Advisory Committee and the CFIA's Equity and Diversity Steering Committee for any potential application within its organization. The CFIA will encourage the integration of best practices.

This letter of agreement expires on the expiry date of this collective agreement.

NEW MOU – PAY SIMPLIFICATION SOLUTIONS

MEMORANDUM OF UNDERSTANDING (MOU) WITH RESPECT TO PAY SIMPLIFICATION SOLUTIONS

The purpose of this memorandum of understanding (MOU) is to confirm the parties' commitment to ongoing collaboration with regards to the identification of human resources (HR) and pay administration simplification solutions, which may extend beyond the conclusion of negotiations for the current a-collective agreement.

With consideration to the parties' shared commitment to ongoing human resources (HR) and pay administration simplification efforts, the parties may re-open this collective agreement by mutual consent should a revision be necessary to support one (1) or more ~~time-sensitive~~ solutions.

Efforts to identify human resources (HR) and pay administration simplification solutions ~~efforts~~ will continue to focus on topics including but not limited to:

- *acting administration*
- *liquidation of leave*
- *retroactive payments ~~mass salary revision~~*
- *allowances*
- *general definitions*
- *annual rates of pay*
- *extra duty pay*
- *union dues*

This MOU expires on the expiry date of this collective agreement, or upon implementation of the next-generation HR and pay system, whichever comes first, unless otherwise agreed by the parties.

LOU – JOINT LEARNING PROGRAM

Letter of Understanding (LOU) between the Canadian Food Inspection Agency (CFIA) and the Public Service Alliance of Canada (PSAC) with respect to a Joint Learning Program (JLP)

This LOU between the Agency and the Public Service Alliance of Canada represents an agreement between the two Parties with respect to adopting the Joint Learning Program for Canadian Food Inspection Agency employees as set out below.

The Agency agrees to provide up to one hundred and fifty thousand dollars (\$150,000) per year to adopt the JLP for a two-year duration as listed in the schedule below:

- January 1, 2024 – December 31, 2024 up to \$150,000***
- January 1, 2025 – December 31, 2025 up to \$150,000***

The Parties acknowledge that funding will discontinue (sunset) upon expiration of the Collective Agreement.

Furthermore, the Parties agree to continue the work of the CFIA-PSAC joint steering committee made up of an equal number of representatives of CFIA and PSAC within ninety (90) days of the signing of the Collective Agreement in order to adopt the JLP based upon the specific learning and operational needs of the CFIA.

Upon expiration of the two-year period the joint steering committee will discuss and make recommendations on whether or not to adopt the JLP on a permanent basis at the CFIA.

The joint steering committee will look at best practices available in other joint learning programs, including the PSAC-TBS Joint Learning Program.

The Parties agree that this Letter of Understanding will not form part of the Collective Agreement.

NEW LOU – WORK ARRANGEMENT AGREEMENTS

The parties agree to sign a Letter of Agreement with respect to Work Arrangement Agreements that will not form part of the collective agreement:

In keeping with the Employer's Work Arrangements Policy, this letter of agreement is to confirm the parties' shared understanding regarding telework work arrangements: work performed by an employee from an alternate location other than a CFIA designated worksite.

The parties acknowledge that:

1. A Work Arrangement Agreement is required for each employee, the terms of which require the mutual agreement of the employee and the President of the CFIA or the appropriate delegated authority in accordance with the Human Resources (HR) Delegation of Authorities Instrument.
2. A Work Arrangement Agreement is subject to regular review (at least semi-annually) and may be amended at any time pursuant to its terms.
3. Under a Work Arrangement Agreement, a telework arrangement may be initiated by the employee, is voluntary and requires the mutual agreement of the employee and the President of the CFIA or the appropriate delegated authority in accordance with the Human Resources (HR) Delegation of Authorities Instrument. The ability to telework is not an entitlement of the employee unless agreed upon in connection with the duty to accommodate.
4. Rights, obligations and responsibilities of the parties will be agreed upon in advance of any Work Arrangement Agreement coming into effect. Any arrangement may be modified with the mutual agreement of the parties.
5. Employee requests to telework within a Work Arrangement Agreement will be considered on a case-by-case basis and in consideration of operational requirements and other relevant factors. If a request is denied, the employee will be provided with reasons in writing for the denial.

CFIA Panel on Hybrid Work Agreements

The Letter of Agreement provides for the creation of a panel to address an employee's dissatisfaction with a decision resulting from the application of the CFIA's Work Arrangements Policy and Directive on Prescribed Presence in the Workplace, which may be amended from time to time.

The parties recognize:

- That this letter of agreement does not negate any grievance rights as outlined in the *Federal Public Sector Labour Relations Act* and relevant regulations.
- The importance of a consistent application of the Employer's Work Arrangements Policy which accounts for the CFIA's realities and operations.
- The creation of such a panel to address matters related to Work Arrangements Agreements supports informal discussions and satisfactory resolution of such matters.

Based on the above recognition, the parties agree that:

- The CFIA and the PSAC will develop terms of reference for the creation of a panel to address dissatisfaction with a decision resulting from the application of the Work Arrangements Policy and Directive on Prescribed Presence in the Workplace.
- These terms of reference will incorporate the following principles:
 - The creation of a panel with equal representation from the CFIA and the PSAC that will review decisions resulting from the application of the Work Arrangements Policy and Directive on Prescribed Presence in the Workplace that employees are dissatisfied with.
 - If no settlement has been reached prior to the final step of the grievance procedure prescribed in the collective agreement, the employee may refer the grievance to the panel established for this purpose, at which point the grievance will be held in abeyance pending the completion of the review by the panel.
 - The panel will review the submissions presented by the parties and submit a recommendation to the appropriate delegated authority / Branch Head in accordance with the Human Resources (HR) Delegation of Authorities Instrument for decision making as part of the final level in the grievance procedure.

This process will proceed on a trial basis for the duration of this letter of agreement.

Joint Consultation Forum on the CFIA's Work Arrangements Policy

The parties recognize the fulsome consultation that took place during the recent development of the CFIA's Work Arrangements Policy. Should the parties identify a need for a policy review or significant amendment to the Policy, the CFIA commits to establishing a Joint Consultation Committee for this review.

The Joint Consultation Committee would:

- Be co-chaired by the CFIA and the PSAC who will guide the work of the Joint Committee.
- Be comprised of an equal number of representatives of the CFIA and PSAC.
- Subject to the co-chairs' pre-approval, subject-matter experts (SME) may be resourced by the CFIA and invited to contribute to the discussions, as required.
- Endeavour to complete this consultation process within one (1) year from the initial Committee meeting.

Information

In addition to the above, the Employer, subject to the *Access to Information Act and Privacy Act*, will endeavour to share information and consult regularly with the PSAC on opportunities and challenges related to hybrid work arrangements including data collected related to the above CFIA panel on hybrid work arrangements, where available.

This letter of agreement expires on December 31, 2025.

NEW LOA – SENIORITY

The Parties agree to a Letter of Agreement with Respect to Seniority in the context of Employment Transition Situations.

The following letter of agreement does not form part of the collective agreement:

Letter of Agreement Between the Canadian Food Inspection Agency and Public Service Alliance of Canada with Respect to Seniority in the context of Employment Transition Situations

1. The parties acknowledge that the Treasury Board of Canada and the Public Service Alliance of Canada have entered into a Letter of Agreement with respect to Seniority in the context of Workforce Adjustment Situations. As per that agreement, the parties agreed to submit a proposal to the Public Service Commission of Canada and to make recommendations that it considers and studies the possibility of including seniority in workforce adjustment situations where reasonable job offers can be made to some but not all surplus employees in a given work location.
2. Should the above result in amendments to the Public Service Employment Regulations, the CFIA agrees to engage in meaningful consultation with the Alliance regarding those amendments.

This Letter of Agreement expires on December 31, 2025.