

IN THE MATTER OF the *Federal Public Sector Labour Relations Act* and a dispute affecting the **Public Service Alliance of Canada** and Her Majesty In Right of Canada as represented by the **Canadian Food Inspection Agency**, in respect of all of the employees of the Agency in the Public Service Alliance of Canada Group Bargaining Unit as determined by the Public Service Staff Relations Board, now known as the Federal Public Sector Labour Relations and Employment Board on October 27, 1997, and subsequently amended by said Board on April 20, 1999 and December 22, 1999.

## **FOREWORD**

This Brief is presented without prejudice to the Employer's right to present any additional facts or arguments it considers appropriate and relevant during the proceedings of this Public Interest Commission.

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## EXECUTIVE SUMMARY

This brief presents the Employer's perspective concerning the issues in dispute in this round of collective bargaining between the Canadian Food Inspection Agency (CFIA) and the Public Service Alliance of Canada (PSAC) Group bargaining unit.

There are over 100 items in dispute, including seven (7) new Articles and four (4) new Appendices, all but one of which were proposed by the Bargaining Agent. The Union has tabled an overarching demand to reduce the standard work week for the General Labour and Trades (GL) and General Services (GS) occupational groups which accounts for a significant portion of the outstanding items. Details of all outstanding proposals can be found in Part IV of this brief.

For collective bargaining purposes during these negotiations, demographic data used by the Employer and shared with the Bargaining Agent is as of October 2018. The characteristics of this bargaining unit can be summarized as follows:

Number of Employees:	4,195
% Male Employees:	36.8%
% Female Employees:	63.2%
Average Salary:	\$68,322
Average Age:	43.7
Expiry Date of Collective Agreement:	December 31, 2018

The Canadian food Inspection Agency (CFIA) is committed to good faith negotiations and has a history of negotiations that are productive and respectful of its dedicated workforce. CFIA employees are hard-working individuals who do the organization proud each and every day on the job. They are deserving of fair terms and conditions of employment. The Agency's approach to collective bargaining is to negotiate agreements that are reasonable for employees, the Bargaining Agent and the Canadian taxpayers.

Through good faith bargaining, the Government of Canada has reached 34 agreements during the current round of negotiations, covering more than 65,000 employees in the federal public service. This includes 17 agreements with 11 bargaining agents representing employees working in the Core Public Administration (CPA), as well as 17 agreements with four (4) bargaining agents representing employees working in separate agencies, including the Canada Revenue Agency (CRA), the National Research Council (NRC) and the National Film Board (NFB).

All 34 agreements cover a four (4) year period, and include pattern economic increases of 2.0%, 2.0%, 1.5% and 1.5%.

The settlements also include certain targeted improvements valued at approximately 1% over the term of the agreements. For most of the 34 groups, these improvements take the form of wage adjustments staggered over two (2) years: 0.8% in year 1 and 0.2% in year 2.

Moreover, the settlements include a number of government-wide improvements that increase the overall value of the changes to the collective agreements. These include the introduction of new leave provisions for domestic violence and caregiving, improvements to the maternity and parental leave and allowance provisions, as well as an expansion to the definition of “family” that broadens the scope of certain leave provisions.

In addition, all the 34 agreements include the identical Memorandum of Understanding (MOU) regarding the implementation of collective agreements. The MOU outlines a new government wide methodology for calculating retroactive payments and provides for longer timelines for implementing the agreements. The MOU also includes accountability measures and reasonable compensation for employees in recognition of the extended timelines.



Given the current pay and HR systems in place and the ongoing challenges with pay administration, the Government of Canada has no flexibility to implement agreements on a different basis than what is included in the negotiated MOU. Agreeing to a different implementation process and timelines could constitute bad faith bargaining by the CFIA, as it would be agreeing to something beyond its control that it cannot fulfill.

The data and analysis included in this presentation, which include information on recruitment and retention, external comparability, and the total compensation package provided to employees in the PSAC group, does not support providing economic increases and other non-monetary improvements to the PSAC group that deviate from the established pattern with the 34 groups in the federal public service. The information demonstrates that these employees benefit from competitive terms and conditions of employment and that the Employer's offer is reasonable and fair in the current economic environment.

### **Bargaining Agent Proposals**

The Bargaining Agent has submitted an extensive list of proposals in this round of bargaining. The PSAC has tabled 16 proposals that are common to all PSAC groups, including above pattern economic increases, two (2) additional Designated Paid Holidays per year, and increased vacation leave entitlements. The PSAC has also tabled 36 proposals that are specific to the Agency, including increases to leave provisions, new allowances, and other monetary and non-monetary elements that currently do not exist in the PSAC agreement and /or in other collective agreements in the CPA.

As noted in the table below, The PSAC monetary proposals are significant and represent a total ongoing cost of approximately \$76.2 million or 26.6% of the 2018 PSAC group wage base.<sup>1</sup>

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<sup>1</sup> The ongoing costs are based on October 2018 population and compensation data for PSAC employees – this is referred to as the wage base throughout this document.

**Table 1  
Bargaining Agent Monetary Proposals**

<b>BARGAINING AGENT KEY MONETARY PROPOSALS</b>	<b>ONGOING COST</b>	<b>% OF WAGE BASE</b>
Above pattern, economic increase of 3.5% over three years	\$31,159,532	10.87%
Wage restructures and adjustment: <ul style="list-style-type: none"> <li>• A 6% market adjustment for all employees in the AS group</li> <li>• An 8% market adjustment for all employees in the CR group</li> <li>• A 5.85% market adjustment for all employees in the GL-EIM group</li> <li>• A 0.70% market adjustment for all employees in the GL-ELE and GL-MDO groups</li> <li>• A 0.75% market adjustment for all employees in the GL-INM and GT groups</li> <li>• A 2.6% market adjustment for all employees in the GL-MAM group</li> <li>• A 2.65% market adjustment for all employees in the GL-MAN group</li> <li>• A 2.2% market adjustment for all employees in the GL-PIP group</li> <li>• A 1% market adjustment for all employees in the GS group</li> <li>• An 11.5% market adjustment for all employees in the HP group</li> <li>• A 5.7% market adjustment for all employee in the IS group</li> <li>• A 6.2% market adjustment for all employees in the PM group</li> <li>• A 3.35% market adjustment for all employees in the SI group</li> <li>• Harmonize increments and increase the maximum step for all employees in the FI group</li> </ul>	\$22,589,450	7.88%
-Leave with pay to provide PSAC orientation	\$13,094	0.005%
-Leave with pay to attend PSAC orientation	\$43,081	0.02%
-Reduce GL/GS work week from 40 to 37.5 hours	\$243,931	0.09%
-Overtime to make up hrs for reduced work week	\$364,480	0.13%
Shift premium increase from \$2 to \$3 for evening and weekend and from \$2 to \$5 for midnight shifts	\$379,954	0.13%
All overtime hours paid at double time	\$2,908,782	1.01%

Increase in Overtime Meal Allowance from \$10 to \$15	\$31,288	0.01%
Two additional designated paid holidays	\$2,197,251	0.77%
Hours worked on designated paid holiday paid at double time	\$209,969	0.07%
Increase Vacation Leave Quantum	\$2,382,678	0.83%
Adding a person who stands in the place of a relative for Family Related Leave	\$2,415,096	0.84%
Increasing quantum of Family Related Leave	\$1,262,306	0.44%
Adding a person who stands in the place of a relative for Bereavement Leave - one time use	\$18,788	0.007%
Reduce qualifying period for acting from 2 to 1 day or shift	\$4,672	0.002%
Double Overtime for Compensation Advisors	\$23,915	0.008%
Retention Allowance for Compensation Advisors	\$87,500	0.03%
Domestic Violence Leave - 10 days paid	\$44,827	0.02%
Preparation Time for Slaughterhouse inspectors	\$3,053,869	1.07%
Overtime for Preparation Time	\$4,580,804	1.60%
Meat Hygiene Allowance	\$1,832,321	0.64%
Meat Hygiene Allowance on Overtime	\$81,836	0.03%
Social Justice Fund Employer contributions of \$0.01 per hour worked by each employee	\$82,079	0.03%
Joint Learning Program Employer funding	\$150,000	0.05%
<b>TOTAL<sup>2</sup> (all proposals that have a monetary impact)</b>	<b>\$76,161,503</b>	<b>26.58%</b>

The Employer's position is that the Bargaining Agent's proposals are inconsistent with the replication principle, where the results of a third party process should replicate as closely as possible what would have been achieved had the Parties negotiated a settlement on their own. The Employer submits that the Bargaining Agent's proposals do not reflect what the Parties would have bargained.

Additionally, the PSAC's proposals are unsubstantiated based on available data and associated metrics related to recruitment and retention and internal and external comparability.

<sup>2</sup> Other Bargaining Agent monetary proposals are detailed at Part III.

## Employer Proposals

A number of the Employer’s proposals are related to an overarching need to build for the future and create a mobile, flexible workforce, which is responsive to changing priorities. It is necessary that the workforce reflects and adapts to the changing nature of the CFIA’s work. For ease of reference and consideration, the articles related to this overarching demand have been collected and addressed under the heading of “Responding to Today, Building for the Future”.

The Employer is submitting a package of proposals that includes reasonable economic increases and changes to leave provisions that are aligned with what has been agreed to with 34 other groups in the current round of bargaining. The Employer’s monetary proposals, with the associated costs, are included below.

**Table 2**  
**Employer Monetary Proposals**

<b>EMPLOYER MONETARY PROPOSALS / COUNTER-PROPOSALS TO UNION DEMANDS</b>	<b>ONGOING COST</b>	<b>% OF WAGE BASE</b>
Pattern economic increases over four years: 2.0%, 2.0%, 1.5%, and 1.5%	<b>\$20,591,743</b>	<b>7.18%</b>
An additional 1% for group-specific adjustments	<b>\$3,038,056</b>	<b>1.06%</b>
10 days of paid leave for Domestic Violence	<b>\$28,661</b>	<b>0.01%</b>
Expanded provisions for definition of Family (various articles)	<b>\$171,996</b>	<b>0.06%</b>
Parental leave without pay (standard/extended period)	<b>Cost neutral</b>	<b>0.00%</b>
Caregiving Leave without Pay related to critical illness	<b>Cost neutral</b>	<b>0.00%</b>
<b>Total</b>	<b>\$21,468,011</b>	<b>8.31%</b>

The Employer’s proposal also includes the MOU on the implementation of the collective agreement negotiated with the 34 other groups in the federal public service. Given the pay and HR systems in place and the associated challenges as noted above, the CFIA has no flexibility to implement agreements on a different basis.

Given the large volume of outstanding proposals submitted by the Bargaining Agent, the Employer requests that the PSAC submit a more limited and streamlined number of proposals to the Public Interest Commission for their recommendation, that take into account the current collective bargaining landscape and recent negotiation outcomes with other federal public service bargaining agents. The large number of proposals make it onerous and challenging for the Parties to identify and focus their work on key priorities; a more limited number of proposals would meaningfully improve the likelihood of settlement.

## **INTRODUCTION**

This Public Interest Commission has been established to deal with the items in dispute between the Canadian Food Inspection Agency (the Agency) and the Public Service Alliance of Canada (PSAC) with respect to the Public Service Alliance of Canada (PSAC) Group bargaining unit.

This Brief submitted for the Public Interest Commission's review contains the following information:

- **Part I**, which provides general background information on the Agency and the PSAC bargaining unit characteristics, including employee population and payroll;
- **Part II**, which deals with the current round of negotiations at the Agency and provides a list of articles that were resolved during the various stages of the negotiation process;
- **Part III**, which presents the Agency's position on rates of pay, and discusses the economic environment in which this round of bargaining has taken place;
- **Part IV**, which deals with the remaining outstanding issues, other than rates of pay; and
- **Appendices**, which contain supporting information related to information presented in Parts I, II, III and IV.

**SECTION 175 of the *FEDERAL PUBLIC SECTOR LABOUR RELATIONS ACT* (FPSLRA)**

The *Federal Public Sector Labour Relations Act* (FPSLRA) provides for factors that a Public Interest Commission must take into consideration in the conduct of its proceedings and in making a report to the Chairperson. These factors, found in Section 175 of the FPSLRA, are:

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

## **EMPLOYER'S COMPENSATION PRINCIPLES**

The Agency was established as a Separate Employer in 1997 by virtue of *The Canadian Food Inspection Agency Act*. Although the CFIA has separate agency status it adheres generally to the principles found in the Treasury Board Policy Framework for the Management of Compensation.

From an overall perspective, the CFIA strives at all times to respect its responsibilities as a public service employer, as well as its obligations to Canadian taxpayers. It is mindful of the need to compensate employees in a manner which is fair to them, and ensures fair value to the taxpayers who support public service expenditures. The Agency's objective is to establish compensation levels and terms and conditions that will be adequate to attract and retain a competent, professional workforce, sufficient to deliver on the CFIA's plans and priorities and ultimately its mandate. In achieving this objective, the Agency is guided by the four (4) overarching principles articulated in TBS' Policy Framework for the Management of Compensation:

**External Comparability:** Compensation should be competitive with, but not lead, that provided for similar work in relevant labour markets;

**Internal Relativity:** Compensation should reflect the relative value to the employer of the work performed;

**Individual / Group Performance:** Compensation should reward performance, where appropriate and practicable, based on individual or group contributions to business results; and,

**Affordability:** The cost of compensation must be affordable within the context of the commitments to provide services to Canadians, the fiscal circumstances, and the state of the Canadian economy.

In addition, Agency compensation decisions take into consideration relevant legislative requirements and must be balanced against other government responsibilities such as its economic policy objectives, social policy objectives and public expectations and pressures.

It is important to note that, as in the Policy Framework for the Management of Compensation, the CFIA defines compensation as a “total compensation” concept. This is essential in relation to external comparability with relevant labour markets where consideration of all elements of compensation, including pension and benefits, must be taken into account.

The principle of affordability has a strong influence in this round of collective bargaining with the current fiscal circumstances of the federal government in general and the CFIA specifically, along with the state of the Canadian economy.

### **Recruitment and Retention**

Section 175 of the FPSLRA states that a Public Interest Commission must take into account recruitment and retention considerations in the conduct of its proceedings and in making its report:

*(a) the necessity of attracting competent persons to, and retaining them in, the public service in order to meet the needs of Canadians;*

The relevant information on recruitment and retention strongly suggests that compensation levels for the PSAC group are appropriate to attract and retain a sufficient number of employees. There is no indication that increases above the pattern established to date for the federal public service with represented employees are needed to recruit and retain employees in the PSAC group.

The Agency has not identified any widespread recruitment and retention issues for the PSAC group. The indeterminate retention rate for this bargaining unit reflects a pattern



of consistent retention over the four year period of 2016 to 2019. CFIA has an average one year retention rate of 92% and a three year retention rate of 82%. The retention rate has been stable during this period, indicating that the PSAC group is healthy from a recruitment and retention standpoint.

The Public Service Employee Survey (PSES) results indicate a high level of job satisfaction in the PSAC group as a whole - approximately 80% of employees in the group report liking their job. This further supports the notion that the PSAC group is healthy from a recruitment and retention standpoint.

### **External Comparability**

Section 175 of the FPSLRA also states that a Public Interest Commission must take into account external comparability in the conduct of its proceedings and in making its report:

*(b) the necessity of offering compensation and other terms and conditions of employment in the public service that are comparable to those of employees in similar occupations in the private and public sectors, including any geographic, industrial or other variations that the public interest commission considers relevant;*

The Employer considers the CPA to be the appropriate external comparator. The cumulative economic increase for the PSAC bargaining unit over the period from 2012 to 2018 has maintained pace with the average cumulative economic increase for the Core Public Administration over the same period of time. CFIA's annual earnings lead the CPA for the occupational groups in which approximately 85% of the PSAC bargaining unit population occupy positions.

## **PART I: GENERAL INFORMATION**

## **ORGANIZATIONAL BACKGROUND**

The Canadian Food Inspection Agency (CFIA or "Agency") is a regulatory agency dedicated to safeguarding food, animals and plants, which contributes to a safe and accessible food supply and plant and animal resource base, thereby enhancing the health and well-being of Canada's people, environment and economy. Created by an Act of Parliament in 1997, the CFIA is led by its President, who reports to the Minister of Health.

The establishment of the Agency consolidated federal inspection and related services for food, animal and plant health. The new organization brought together employees from Agriculture and Agri-food Canada, Fisheries and Oceans Canada, Health Canada and Industry Canada.

The Agency's activities include verifying compliance of imported products; registering and inspecting establishments; and testing food, animals, plants and their related products. These activities help protect Canadian and international food consumers, Canadian agricultural production, and our environment. To achieve this, the CFIA is responsible for administering and enforcing numerous federal statutes and sets of related regulations. A complete list can be found in Appendix A.

The Agency's plans and priorities link directly to the Government of Canada's priorities for bolstering economic prosperity, strengthening security at the border and of the safety of the food supply, protecting the environment and contributing to the health of Canadians. In a complex operating environment, the CFIA works with its partners to implement food safety measures; manage food, animal and plant risks and emergencies; and promote the development of food safety and disease control systems to maintain the safety of Canada's high-quality agriculture, agri-food, aquaculture and fishery products. Key federal partners are Agriculture and Agri-food Canada, Health

Canada, the Public Health Agency of Canada, Public Safety Canada, Canadian Grain Commission, Canada Border Services Agency, Fisheries and Oceans Canada, Natural Resources Canada, Global Affairs Canada and Environment and Climate Change Canada. In addition, the Agency also maintains a working relationship with provincial, territorial and municipal authorities as well as other stakeholders such as industry and consumer and health associations.

The work CFIA does touches every Canadian citizen, most notably in the context of food safety. The government's commitment to food safety has been repeatedly demonstrated through initiatives aimed at helping address food safety risks before they reach domestic consumers, including improving risk intelligence and oversight, offshore prevention activities, and improving compliance of international and domestic businesses to food safety regulations; the Laboratories Canada Initiative and the introduction of Bill S-11, the new *Safe Food for Canadians Act* (SFCA).

The SFCA, which came into force on January 15, 2019, is the most recent example of the government's commitment to strengthening Canada's food safety system. The SFCA consolidates the *Meat Inspection Act* (MIA), the *Fish Inspection Act* (FIA), the *Canada Agricultural Products Act* (CAPA) and the food provisions of the *Consumer Packaging and Labelling Act* and aligns inspection and enforcement powers across all food commodities. This new Act will deliver more consistent inspection and enforcement authorities to the CFIA, giving the Agency stronger modernized tools to enhance its approach to food safety and better protect Canadians.

As a result of the new Act, CFIA is replacing fourteen (14) existing commodity-based food regulations with the Safe Food for Canadians Regulations, to apply internationally recognized food safety standards for all food imported, exported and traded inter-provincially. The new regulations will also give inspector's modern regulatory tool kits that are in-line with approaches taken by key trading partners to better manage food safety risks.

The focus on safety outcomes by business line will require inspectors to carry out inspections in a consistent manner across commodities, moving away from a traditionally prescriptive approach, to a risk-based and outcome-based approach.

Now that the SFCA and the Safe Food for Canadians Regulations have come into force, it is anticipated that the number of regulated parties could be up to 70,000. New regulations for licensing, preventive control plans and traceability will also require the inspectorate community to cover a much wider range of inspections than were covered under the previous system. The CFIA will have a much broader universe to enforce; with many more industries needing to be supervised, regulated, verified, and further enforcement actions taken. This requires a mobile, flexible, agile inspectorate that is deployable to areas of highest risk and need and facilitated by rugged and mobile tools.

### **Workforce**

The CFIA is the largest science-based regulatory agency in Canada. With its headquarters in the National Capital Region, the CFIA is organized into four operational Areas (Atlantic, Quebec, Ontario and the West) with employees working in regional and field offices, non-government and third-party establishments, laboratories, ports, points of entry, remote locations, ships, fields and meadows.

The CFIA employs over 6,800 employees, over sixty percent of whom are part of the PSAC Group bargaining unit. The remaining unionized workforce is represented by the Professional Institute of the Public Service of Canada as part of one (1) of three (3) bargaining units; Informatics (IN) Group, Scientific and Analytical (S&A) Group and Veterinary Medicine (VM) Group.

The Informatics bargaining unit is comprised of the information technology and information management workforce who support the Agency's daily business. The Scientific and Analytical group is comprised various occupational groups such as the Commerce group, the Economics, Sociology and Statistics group, the Purchasing and Supply group, the Regulatory Science group and the Research Scientist group who

support the CFIA's operations as a science-based organization. The final bargaining unit, the Veterinary Medicine group covers the Agency's veterinarians.

The largest occupational group within the PSAC bargaining unit is the Engineering and Scientific Support (EG) group, in which employees work closely with members of both the S&A and VM bargaining units. Laboratory technicians classified as EGs work alongside the scientists and biologists in the laboratories, and front line inspectors who make up the bulk of the Engineering and Scientific Support population work together with veterinarians in slaughter establishments.

### **Status of the Canadian Food Inspection Agency**

The *Canadian Food Inspection Agency Act*, assented March 20, 1997, established the CFIA and its separate agency status effective April 1, 1997.

The *Federal Public Sector Labour Relations Act* provides the framework for collective bargaining between the CFIA and its employees. The Public Service Alliance of Canada is the certified bargaining agent for the PSAC Group bargaining unit.

The CFIA authority with respect to personnel management, organization, classification, and terms and conditions of employment is derived from the *Canadian Food Inspection Agency Act*, the *Federal Public Sector Labour Relations Act* (FPSLRA) and the *Financial Administration Act* (FAA).

#### *Canadian Food Inspection Agency Act*

##### ***President's authority to appoint employees***

**13. (1)** *The President has the authority to appoint the employees of the Agency.*

##### ***Terms and conditions of employment***

**13. (2)** *The President may set the terms and conditions of employment for employees of the Agency and assign duties to them.*

Federal Public Sector Labour Relations Act

**Right of employer preserved**

*7. Nothing in this Act is to be construed as affecting the right or authority of the Treasury Board or a separate agency to determine the organization of those portions of the federal public administration for which it represents Her Majesty in right of Canada as employer or to assign duties to and to classify positions and persons employed in those portions of the federal public administration.*

Financial Administration Act

**Delegation by Governor in Council**

*11.2 (1) The Governor in Council may delegate to the minister of the Crown responsible for a separate agency, or to its deputy head, any of the powers or functions of the Governor in Council or the Treasury Board in relation to human resources management in that separate agency, subject to any terms and conditions that the Governor in Council directs.*

In addition, the Agency is subject to: Part II of the *Canada Labour Code* (Occupational Health and Safety); the *Canadian Human Rights Act* (CHRA); the *Employment Equity Act* (EEA); the *Government Employees Compensation Act* (GECA); the *Official Languages Act* (OLA); and the *Public Sector Compensation Act* (PSCA).

**Linkages with Treasury Board**

In the context of collective bargaining, the CFIA is a Separate Employer, as identified in Schedule V of the FAA, and has the power to bargain collectively and to enter into a collective agreement with a bargaining agent within the mandate provided by the President of the Treasury Board, who maintains an expenditure management role in relation to separate agencies. Once a tentative agreement is reached, the CFIA requests Treasury Board approval of the content of the settlement in regard to compliance with the mandate; securing TBS' endorsement facilitates the Agency obtaining Governor-in-Council (GIC) approval, which, in accordance with s.112 of the

FPSLRA, is required prior to the CFIA entering into a collective agreement with a Bargaining Agent.

As is the case with most other federal government employers, the Agency receives funding from the Treasury Board. The CFIA must submit to the Treasury Board an annual financial statement outlining, among other things, its expected expenses and its liabilities. In addition, each fiscal year the Minister of Health is required to report to Parliament the Agency's planned expenditures through its Departmental Plan (DP) and subsequently provides a summary of its accomplishments against the planned resource requirements in the Departmental Results Report (DRRs).

The Employer's objective is to reach a collective agreement that is consistent with other public service settlements. To attain this, the Agency works in close collaboration with the TBS not only to maintain harmonious and comparable entitlements to employees via the collective bargaining process, but also to align our various programs and policies where it makes sense.

## **BARGAINING UNIT COMPOSITION**

The PSAC bargaining unit, as determined by the Public Service Staff Relations Board, now known as the Federal Public Sector Labour Relations and Employment Board, is composed of eleven occupational groups:

- 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 (Supervisory and Non-Supervisory)
- General Services (GS) Group
- General Technical (GT) Group
- Heating, Power and Stationary Plant Operation (HP) Group



Information Services (IS) Group  
Programme Administration (PM) Group  
Social Science Support (SI) Group

Definitions for each of these groups are appended in Appendix B.

## **BARGAINING UNIT CHARACTERISTICS**

### **Employee Population and Payroll**

For the purposes of this Brief, the payroll data and group demographics are as of October 2018. At that time, there were 4,195 members of the bargaining unit employed within the Canadian Food Inspection Agency. As indicated in population and payroll summary below, the bargaining unit payroll for the PSAC group was \$286,609,388 with the mean salary for the bargaining unit members being \$68,322

The Employer would like to bring to the attention of the Public Interest Commission that over 61% of the population of this bargaining unit are classified in the Engineering and Scientific Support (EG) group. This workforce includes the front line inspectors working in third party establishments such as slaughter and meat processing plants.

A more detailed breakdown is found in Appendix C.

**Table 3**  
**Population and Payroll, as of October 2018**

Group	Number of Employees	% of Population	Payroll	Mean Salary
AS	685	16.3%	\$49,117,342	\$71,704
CR	479	11.4%	\$24,822,361	\$51,821
EG	2,574	61.4%	\$177,422,743	\$68,929
FI	91	2.2%	\$8,100,404	\$89,015
GL	56	1.3%	\$3,392,546	\$60,581
GS	5	0.1%	\$276,971	\$55,394
GT	4	0.1%	\$282,042	\$70,511
HP	0	0.0%	\$0	-
IS	101	2.4%	\$9,034,197	\$89,447
PM	197	4.7%	\$13,968,101	\$70,904
SI	3	0.1%	\$192,681	\$64,227
<b>Total</b>	<b>4,195</b>	<b>100%</b>	<b>\$286,609,388</b>	<b>\$68,322</b>

## Demographic Data

### Geographic Distribution

The geographic distribution is shown based on the Agency's geographic operational areas. Table 4 shows that as of the end of October 2018 the distribution of the PSAC bargaining unit was spread across all Areas of the country, with Western Area being the largest as it covers the most provinces, from Manitoba to British Columbia.

**Table 4**  
**Bargaining Unit Geographic Distribution by Area as of October 2018**

Group	Atlantic	Quebec	Ontario	Western	NCR	Total
AS	64	42	57	75	447	685
CR	84	77	101	144	73	479
EG	354	600	661	938	21	2574
FI	9	10	7	2	63	91
GL	7	3	18	22	6	56
GS	0	0	4	1	0	5
GT	0	0	0	0	4	4
HP	0	0	0	0	0	0
IS	2	3	3	4	89	101
PM	34	32	59	15	57	197
SI	0	0	0	0	3	3
<b>Total</b>	<b>554</b>	<b>767</b>	<b>910</b>	<b>1201</b>	<b>763</b>	<b>4,195</b>
<b>% of Total</b>	<b>13.2%</b>	<b>18.3%</b>	<b>21.7%</b>	<b>28.6%</b>	<b>18.2%</b>	<b>100%</b>

## Age and Gender Distribution

As of the end of October 2018, the average age of PSAC bargaining unit employees was 43.7 years, with the male population being 2.9 years older (at 45.5 years) than the female population (whose average age was 42.7 years old). The bargaining unit population is composed of 63.2% women and 36.8% men.

**Table 5**  
**Bargaining Unit Distribution by Age and Gender as of October 2018**

Age Group	Male	Female	Total	% of Total
19 to 24	23	73	96	2.3%
25 to 29	103	205	308	7.3%
30 to 34	153	278	431	10.3%
35 to 39	216	541	757	18.1%
40 to 44	219	506	725	17.3%
45 to 49	228	341	569	13.6%
50 to 54	230	311	541	12.9%
55 to 59	207	256	463	11.0%
60 to 64	124	113	237	5.7%
65 and over	41	27	68	1.6%
<b>Total</b>	<b>1,544</b>	<b>2,651</b>	<b>4,195</b>	<b>100%</b>
<b>Average Age</b>	45.5	42.7	43.7	-

## PREVIOUS ROUNDS OF BARGAINING

Prior to the current round of bargaining, the Parties had engaged in seven (7) rounds of negotiations for the PSAC Group since the creation of the Agency in April 1997. As summarized in Appendix D, the Parties were successful in reaching table settlements in four (4) of the seven (7) rounds of bargaining, and achieved the other three (3) settlements through the conciliation process. The first agreement, signed in July 1999, integrated the various effective dates of the different groups as well as providing various salary adjustments. This collective agreement aligned the expiration date for the various occupational groups to December 31, 1999.

## **PART II: CURRENT ROUND OF BARGAINING**

## **CURRENT ROUND OF BARGAINING**

The Employer's objectives in the negotiation of the new collective agreement for this round of bargaining focus on:

- 1 - Enhancing the Employer's ability to deliver on the mandate of the Agency effectively and efficiently in a mounting cost conscious environment.
- 2 - Ensuring that the terms and conditions of employment allow for modernization and the full implementation of our "Responding to Today, Building for the Future" framework and strategic priorities.
- 3 - Ensuring that the terms and conditions of employment are sufficiently flexible to allow the Employer and the employees to adapt to changing conditions.
- 4 - Ensuring consistency within the Agency's collective agreements as well as clarifying, consolidating and standardizing language where appropriate.
- 5 - Reviewing and amending, as necessary, the collective agreement in relation to recent legislative changes, or any other required administrative changes in terminology.
- 6 - Discussing pay administration issues and simplification, including an extension to the implementation period.

The current round of bargaining can be summarized as follows:

- On August 28, 2018, the Public Service Alliance of Canada served Notice to Bargain in accordance with section 105 of the *Federal Public Sector Labour Relations Act*.
- The collective agreement expired on December 31, 2018.
- An exchange of our respective collective bargaining proposals took place from February 26-28, 2019.
- Five additional negotiation sessions took place between the Parties and were held on March 26-28, 2019, May 14-16, 2019, June 11-13, 2019, July 16-18, 2019, and August 7-8, 2019. While the Parties were scheduled to negotiate from August 7-9, 2019, PSAC declared impasse on August 8, 2019.
- On August 15, 2019, the PSAC requested the appointment of a Public Interest Commission.

## **EMPLOYER BARGAINING TEAM**

Led by the CFIA Negotiator (Director General, Collective Bargaining and Labour Relations) and supported by the Manager, Collective Bargaining, a Collective Bargaining Analyst, a Senior Project Officer and a Labour Relations Team Lead, all from the Human Resources Branch, the Employer Bargaining Team is comprised of a representative group of Senior Level Management from stakeholder Branches and various Regions across the country.

<b>NAME</b>	<b>TITLE</b>
Ms. Brenda Dagenais	Negotiator (Director General, Collective Bargaining & Labour Relations)
Ms. Karen Alexander	Manager, Collective Bargaining
Mr. Michael Jones	Collective Bargaining Analyst
Ms. Christine Gallinger	Senior Project Officer
Ms. Raghida Bitar	Labour Relations Team Lead (Quebec)
Ms. Charlene Bevan	Director of Operations, Central Region
Ms. Julie Bourdages	Inspection Manager (Quebec)
Ms. Crina Crain	Inspection Manager (Atlantic)
Mr. Wylie Diegel	Inspection Manager (West)
Mr. Marco Dupuis	Director (Corporate Management Branch)
Ms. Dena Kingstone	Director (Policy and Programs Branch)
Mr. Fazal Lockhat	Quality, Planning and Integration Manager (Operations)
Mr. Wade McCambley	Inspection Manager (NCR)
Dr. Marie-José Loffredo-Forest	Executive Director (Science Branch)

**MATTERS RESOLVED**

Table 6 contains the list of articles and clauses that have been resolved along with the nature of the agreement reached by the Parties.

**Table 6**  
**Matters Resolved**

ARTICLE	TITLE	STATUS
1	Purpose and Scope of Agreement	Renewed
3	Application	Renewed
4	State Security	Renewed
5	Precedence of Legislation and the Collective Agreement	Renewed
6	Managerial Responsibilities	Renewed
7	Dental Care Plan	Renewed
8	Recognition	Renewed
10	Check-Off	Renewed
12	Employee Representatives	Renewed
14	Employees on Premises of Other Employers	Renewed
15	Illegal Strikes	Renewed
17	Grievance Procedure	Renewed
18	No Discrimination	Modified
20	Joint Consultation	Renewed
21	Health and Safety	Renewed
22	Job Security	Renewed
32	Religious Observance	Renewed
35	Travelling Expenses on Leave or Termination	Renewed
36	Notice of Transfer	Renewed
38	Vacation Leave with Pay	Modified*
40	Medical Appointment for Pregnant Employees	Renewed
48	Marriage Leave With Pay	Renewed
49	Leave Without Pay for Relocation of Spouse or Common-Law Partner	Renewed
52	Personnel Selection Leave	Renewed
55	Restriction on Outside Employment	Renewed
57	Duty Aboard Vessels	Renewed



59	Membership Dues	Renewed
60	Wash-Up Time	Renewed
61	Part-Time Employees	Renewed
62	Severance Pay	Modified
64	National Joint Council Agreements	Renewed
65	Agreement Re-Opener	Renewed
New Appendix	Archived Provisions for the Elimination of Severance Pay for Voluntary Separations (Resignation and Retirement)	Negotiated
New Article	Student Employment	Withdrawn
New Article	Family Caregiver Leave Related to Critical Illness	Withdrawn
New Article	Self-Funded Leave	Withdrawn
New Article	Pre-Retirement Transition Leave	Withdrawn
New Article	Classification	Withdrawn
New Article	Memorandum of Understanding on Administrative Leave	Withdrawn

\* Denotes that while some clauses within the Article have been modified, some issues remain outstanding.

## OUTSTANDING ISSUES

Table 7 below contains the list and the nature of the various outstanding items. Rates of pay are discussed in more detail in Part III. The remaining issues are discussed in more detail in Part IV of this brief.

**Table 7A**  
**Summary of Outstanding Issues – Bargaining Agent**

Article	Title	Issue
2.01	Interpretations and Definitions	The Bargaining Agent is proposing to expand the definition of “family”
11.03	Use of Employer Facilities	The Bargaining Agent is proposing to add meetings with employees as a reason for access and that such permission shall not be unreasonably withheld
New 11.05	Use of Employer Facilities	The Bargaining Agent is proposing that the Employer not interfere with an employee’s right to read, discuss and distribute information in the workplace on non-work time

13.14	Leave With or Without Pay for Union Business	The Bargaining Agent is proposing that all leave without pay granted under this Article be with pay and reimbursed to the Employer by PSAC
New 13.15	Leave With or Without Pay for Union Business	The Bargaining Agent is proposing that the Employer advise PSAC within one (1) week of the hiring of new PSAC-represented employees and grant leave with pay to employees to provide PSAC orientation
New 13.16	Leave With or Without Pay for Union Business	The Bargaining Agent is proposing that leave without pay, recoverable by the Employer, shall be granted for any other union business validated by the PSAC with an event letter
19	Sexual Harassment	The Bargaining Agent is proposing to change the title of the Article to Workplace Violence, Harassment, Bullying and Abuse of Authority
19.01	Sexual Harassment	The Bargaining Agent is proposing to include reference to workplace violence, bullying and abuse of authority to the list of behaviours that will not be tolerated in the workplace and the right of employees to work in an environment free from same
New 19.02	Sexual Harassment	The Bargaining Agent is proposing to add definitions of “violence”, “harassment”, “bullying” and “abuse of authority”
19.03	Sexual Harassment	The Bargaining Agent is proposing to broaden the circumstances for using a mediator to attempt to settle a grievance dealing with this article and limit the timeframe for selection of the mediator to within 30 calendar days of when each party provides the other with a list of up to three (3) proposed mediators
New 19.05	Sexual Harassment	The Bargaining Agent is proposing a full copy of investigation reports be provided by the Employer to the complainant and/or respondent at their request subject to the <i>Access to Information Act and Privacy Act</i>
New 19.06	Sexual Harassment	The Bargaining Agent is proposing that disciplinary measures not be taken until the completion of an investigation, but interim measures may be used where necessary and all records be removed from an employee’s file where allegations of misconduct are determined to be unfounded
New 19.07	Sexual Harassment	The Bargaining Agent is proposing that electronic monitoring systems not be used as a means to evaluate the performance of employees, or to gather evidence in support of disciplinary measures unless they result from the commission of a criminal act

23.01	Technological Change	The Bargaining Agent is proposing that, when due to technological change, the employee's services are no longer required because of relocation of a work unit or work formerly performed by a work unit, the Employment Transition Policy will apply
23.02	Technological Change	The Bargaining Agent is proposing to include systems or software as part of technological change
23.03	Technological Change	The Bargaining Agent is proposing to remove language in which both parties recognize the overall advantages and encourage and promote technological change
23.04	Technological Change	The Bargaining Agent is proposing to increase the advance notice period of technological change from 180 days to 360 days
23.05	Technological Change	The Bargaining Agent is proposing to add that the written notice include the business case and all other documentation that demonstrates the need for the change, including the risk assessment and mitigation options
23.06	Technological Change	The Bargaining Agent is proposing to include that consultation will occur at a mutually agreed upon time
23.07	Technological Change	The Bargaining Agent is proposing that the Employer <u>will</u> provide necessary training
24	Hours of Work	The Bargaining Agent is proposing to reduce the work week from 40 hours/week to 37.5 hours/week for members of the GL/GS groups without any reduction in pay and apply consequential changes/amendments throughout the Collective Agreement
24.02	Hours of Work	The Bargaining Agent is proposing to replace the existing schedule change language to reference that the Employer shall not change day workers into shift workers and vice versa without mutual agreement between the Employer and the PSAC
24.05	Hours of Work	The Bargaining Agent is proposing that shift schedules are posted at least 15 days in advance instead of the current seven (7) days
26.01	Shift Premiums	The Bargaining Agent is proposing to delete the minimum working time required to receive shift premium and to increase shift premium from \$2.00 to \$3.00 for hours worked between 16:00 and 00:00, and from \$2.00 to \$5.00 for hours worked between 00:00 and 08:00
26.02	Shift Premiums	The Bargaining Agent is proposing to increase weekend premium from \$2.00 to \$3.00

27.01	Overtime	The Bargaining Agent is proposing that all overtime worked be compensated at double time and that it be pensionable time with consequential amendments to be applied throughout the Collective Agreement
27.08	Overtime	The Bargaining Agent is proposing to increase the meal allowance from \$10 to \$15
28.01	Call-back Pay	The Bargaining Agent is proposing to: <ul style="list-style-type: none"> <li>- Increase the rate payable to double time</li> <li>- Delete reference to completion of call back requirements without leaving the location where the employee was contacted</li> </ul>
31.01	Designated Paid Holidays	The Bargaining Agent is proposing to add two additional holidays, including a National Indigenous Peoples day (June 21) and the third Monday in February
31.05	Designated Paid Holidays	The Bargaining Agent is proposing that all hours worked on a designated paid holiday be paid at double time
33.02	Travelling Time	The Bargaining Agent is proposing to delete reference to the travel being “required” and remove the cap of four (4) hours for stop-overs being included in the travel time to be eligible for compensation
33.03	Travelling Time	The Bargaining Agent is proposing that all travelling time between the temporary accommodation and the temporary workplace be compensated at the applicable hourly rate
33.04	Travelling Time	The Bargaining Agent is proposing to remove the cap on the number of hours of additional travel time payable beyond the normal work day or on a day of rest
34.01	Compensatory Leave with Pay	The Bargaining Agent is proposing to amend the language from “at the discretion of the Employer” to “with the approval of the Employer” for additional hours to be compensated in leave, upon request of an employee
38.02	Vacation Leave With Pay	The Bargaining Agent is proposing to increase the quantum at all levels
38.05	Vacation Leave With Pay	The Bargaining Agent is proposing that approval be provided within 14 days of receiving a vacation leave request
38.13	Vacation Leave With Pay	The Bargaining Agent is proposing to amend the reference “been granted” to “used” in reference to leave
New 39.10	Sick Leave With Pay	The Bargaining Agent is proposing to add a provision for reimbursement of the cost of medical certificates

41.01	Injury on Duty Leave	The Bargaining Agent is proposing to amend language from “Employer discretion” in reference to the duration of leave to “as certified by a Worker’s Compensation authority” and include additional types of injury/illness that apply
43.01	Maternity Related Reassignment or Leave	The Bargaining Agent is proposing to amend the criteria for the length of the period of modification or reassignment of duties
43.02	Maternity Related Reassignment or Leave	The Bargaining Agent is proposing to delete reference to the Employer’s ability to obtain an independent medical opinion
43.05	Maternity Related Reassignment or Leave	The Bargaining Agent is proposing that the period of leave granted be with pay rather than without pay when modification of job functions or reassignment is not possible and to remove the cap on the leave period
44	Parental Leave Without Pay	The Bargaining Agent is proposing to increase the leave period to 63 weeks with a top up to 93% for the full period and no requirement to repay should a return to work for a period equal to the full period of leave not occur
45.02	Leave Without Pay for the Care of Family	The Bargaining Agent is proposing to move Compassionate Care Leave to a new Article and add Caregiving Leave. Modifications to the language include: <ul style="list-style-type: none"> <li>- Removing the minimum three (3) week period</li> <li>- Include that time spent on such leave will count towards years of service for leave, severance and increment purposes</li> <li>- An employee on such leave will receive a top up to 93% of their weekly rate of pay for a maximum of seven (7) weeks plus any waiting period</li> </ul>
46.01	Leave With Pay for Family Related Responsibilities	The Bargaining Agent is proposing to include a person who stands in the place of a relative whether or not there is any degree of consanguinity to the definition of “family” for the purposes of this article
46.02	Leave With Pay for Family Related Responsibilities	The Bargaining Agent is proposing to increase the quantum from 37.5 or 40 hours to 75 or 80 hours depending on the scheduled work week

46.03	Leave With Pay for Family Related Responsibilities	<p>The Bargaining Agent is proposing to:</p> <ul style="list-style-type: none"> <li>- Delete reference to the requirement that a family member be a dependent family member</li> <li>- Include leave for needs related to assisted reproduction</li> <li>- Remove the cap for use of the leave to attend appointments with legal or financial representatives</li> <li>- Include leave to visit with a terminally ill family member</li> <li>- Include provisions where the Employer may grant leave based on individual circumstances in a manner that differs from the those outlined in this article</li> </ul>
47	Leave Without Pay for Personal Needs	<p>The Bargaining Agent is proposing to allow this type of leave once in every ten (10) year period</p>
50	Bereavement Leave with Pay	<p>The Bargaining Agent is proposing to include a person who stands in the place of a relative whether or not there is any degree of consanguinity to the definition of “family” for the purposes of this article, which could only be used once during the employee’s total period of employment</p>
50.02	Bereavement Leave With Pay	<p>The Bargaining Agent is proposing to:</p> <ul style="list-style-type: none"> <li>- Delete the provision for one (1) day for brother-in-law or sister-in-law (related to proposal to modify definition of “family” in Article 2)</li> <li>- Add aunt and uncle to the provision for one (1) day leave</li> </ul>
53.07	Examination Leave with Pay	<p>The Bargaining Agent is proposing to include that this type of leave include on-line examinations</p>
54.02	Leave With or Without Pay for Other Reasons	<p>The Bargaining Agent is proposing to delete the provisions for Volunteer Leave</p>
54.03	Leave With or Without Pay for Other Reasons	<p>The Bargaining Agent is proposing to increase the Personal Leave entitlement to 15 or 16 hours depending on the scheduled work week</p>
56.01	Statement of Duties	<p>The Bargaining Agent is proposing that:</p> <ul style="list-style-type: none"> <li>- A statement of duties be provided upon hire, or movement to a new position, and as part of an employee’s performance review</li> <li>- The specific duties, supervisory and reporting relationships and classification be included</li> <li>- Both employee and manager signatures be required</li> <li>- Language confirming the employee’s right to grieve the content is included</li> </ul>

56.02	Statement of Duties	The Bargaining Agent is proposing that all job descriptions be gender neutral with the duties classified to ensure equal pay for work of equal value
56.03	Statement of Duties	The Bargaining Agent is proposing that: <ul style="list-style-type: none"> <li>- The employee sign to acknowledge any change of duties made by the Employer</li> <li>- The classification of the employee's position is confirmed or amended using the Employer's classification system, when the Employer changes the statement of duties</li> </ul>
New 58.05	Employee Performance and Review and Employee Files	The Bargaining Agent is proposing that electronic monitoring systems not be used as a means to evaluate the performance of employees, or to gather evidence in support of disciplinary measures unless they result from the commission of a criminal act
63.02	Pay Administration	The Bargaining Agent is proposing to include various parameters related to the management of compensation delays, overpayments, emergency salary or benefit advances and reimbursement of fees for accountant and financial management counselling
63.07	Pay Administration	The Bargaining Agent is proposing to reduce the qualifying period for acting from two (2) days or shifts to one (1) day or shift
New 63.X1	Pay Administration	The Bargaining Agent is proposing that employees acting for cumulative periods of 52 weeks at the same level shall receive an increment
New 63.X2	Pay Administration	The Bargaining Agent is proposing that when an employee commences acting they maintain any NJC allowances they are in receipt of
66.01	Duration	The Bargaining Agent is proposing an expiration date of December 31, 2021
Appendix A	Rates of Pay	The Bargaining Agent is proposing: <ul style="list-style-type: none"> <li>- Market adjustments effective Jan 1/19 as follows: <ul style="list-style-type: none"> <li>- AS: 6%</li> <li>- CR: 8%</li> <li>- GL-EIM: 5.85%</li> <li>    ELE: 0.70%</li> <li>    INM: 0.75%</li> <li>    MAM: 2.6%</li> <li>    MAN: 2.65%</li> <li>    MDO: 0.70%</li> <li>    PIP: 2.2%</li> </ul> </li> <li>- GS: 1%</li> <li>- GT: 0.75%</li> <li>- HP: 11.5%</li> </ul>

		<ul style="list-style-type: none"> <li>- IS: 5.7%</li> <li>- PM: 6.2%</li> <li>- SI: 3.35%</li> </ul> <ul style="list-style-type: none"> <li>- To restructure the FI rates at the maximum and harmonize increments effective Jan 1/19</li> <li>- A 3.5% economic increase for each year of the agreement</li> </ul>
Appendix B	Employment Transition Policy	<p>The Bargaining Agent is proposing to:</p> <ul style="list-style-type: none"> <li>- Remove parameters under which the Agency will assist surplus employees in finding alternative employment</li> <li>- Increase the education allowance to \$17,000</li> <li>- Include the core public administration when referring to Reasonable job offer</li> <li>- Introduce parameters related to ETP and term employment</li> <li>- Introduce parameters related to mobility and seniority</li> <li>- Include language training opportunities in reference to re-training</li> <li>- Include that the President shall provide reasons in writing for not providing a reasonable job offer, upon request of the employee</li> </ul>
Appendix D	MOU Retention Allowance for Compensation Advisors	The Bargaining Agent is proposing to renew this MOU
Appendix E	MOU Incentive for Recruitment and Retention of Compensation Advisors	The Bargaining Agent is proposing to renew this MOU with new dates
New Appendix	Whistleblowing	The Bargaining Agent is proposing to include parameters around the disclosure of any wrongful act or omission
New Appendix	MOU - Mental Health in the Workplace	<p>The Bargaining Agent is proposing to:</p> <ul style="list-style-type: none"> <li>- Build on the work of the Joint Task force on Mental Health</li> <li>- Continue joint work on the implantation of the National Standard on Mental Health in the Workplace</li> <li>- Implement and monitor the CFIA Mental Health Strategy</li> <li>- Monitor the work of the Centre of Expertise and adopt best practices</li> </ul>
New Appendix	MOU - Child Care	The Bargaining Agent is proposing the formation of a Joint National Child Care Committee



New Article	Term Employment	The Bargaining Agent is proposing to include parameters around the use of term employment
New Article	Domestic Violence Leave	The Bargaining Agent is proposing: <ul style="list-style-type: none"> <li>- 10 days of paid leave for employees experiencing domestic violence</li> <li>- That the Employer develop a policy for responding to reports of domestic violence including that the Employer provide: <ul style="list-style-type: none"> <li>- Awareness training</li> <li>- A space for “the advocate” (named by PSAC) to meet with female Employees as needed and provide leave with pay to the advocate for training provided by PSAC</li> </ul> </li> </ul>
New Article/MOU	Preparation Time for Slaughterhouse Inspectors	The Bargaining Agent is proposing that in addition to any wash up time necessary, employees working in inspection (slaughterhouse) shall be provided a minimum of 15 minutes at the beginning and end of each shift for tooling up and tooling down, and such time will form part of the employee’s shift
New Article	Meat Hygiene Allowance	The Bargaining Agent is proposing to add a new allowance for employees who perform meat inspection duties in an abattoir at a rate of 4% for all hours worked including overtime
New Article	Social Justice Fund	The Bargaining Agent is proposing that the Employer contribute \$0.01 per hour worked by each employee to a social justice fund
New Appendix	MOU With Respect to a Joint Learning Program	The Bargaining Agent is proposing that the Employer provide \$150,000 per year to fund a joint learning initiative and that a joint approach is adopted to develop a framework
New Article	No Contracting Out	The Bargaining Agent is proposing to remove Employer discretion for contracting out

**Table 7B**  
**Summary of Outstanding Issues – Employer**

Article	Title	Issue
New 2.01	Interpretations and Definitions	The Employer is proposing to add a definition for “inspectorate”
9.02	Information	The Employer is proposing to provide access to an electronic copy of the collective agreement
13.01	Leave With or Without Pay for Union Business	The Employer is proposing to include references to the specific sections of the <i>FPSLRA</i> that apply in cases of complaints made to the <i>FPSLREB</i>
13.14	Leave With or Without Pay for Union Business	The Employer is proposing that leave with pay granted under this article and reimbursed to the Employer by PSAC be for a total maximum period of three (3) months per fiscal year
16.05	Discipline	The Employer is proposing to extend the period disciplinary documents remain on file by the length of any single period of leave without pay
23.04	Technological Change	The Employer is proposing to reduce the advance notice period of technological change from 180 days to 90 days
24	Hours of Work	<p>The Employer is proposing to introduce new Hours of Work for inspectorate positions and ensure:</p> <ul style="list-style-type: none"> <li>- Working hours meet operational needs of the inspection program</li> <li>- Hours of work are arranged to suit inspectorate responsibilities, hours for each two (2) week period will equal 75 hours</li> <li>- At least four (4) days of rest during each two (2) week period, at least two (2) of which must be consecutive unless agreed to by employee and employer</li> <li>- The Employer will consider the request of the employee concerned in the arrangement of hours and avoid excessive fluctuations</li> <li>- The Employer shall assign employees if no qualified volunteers are available</li> <li>- Subject to the approval of the Employer and operational requirement, employees may request a regular daily schedule or alteration thereof</li> <li>- The Employer shall post a provisional schedule at least 28 days in advance and a final schedule seven (7) days prior to the commencement of the schedule</li> <li>- Qualified employees may exchange daily hours of work, if there is no increased cost to the Employer, with</li> </ul>

		sufficient advance notice and the approval of the Employer
24.04	Hours of Work	<p>The Employer is proposing to:</p> <ul style="list-style-type: none"> <li>- Remove reference to Monday to Friday as part of the normal work week</li> <li>- Increase the range of the potential normal work day to end at 10pm</li> <li>- Remove certain hours of work provision for those who perform meat inspection duties</li> <li>- Add that days of rest shall be consecutive and not less than two (2), subject to operational requirements</li> </ul>
GL/GS 24.04	Hours of Work	The Employer is proposing to remove the requirement to consult with the Union in determining the normal work week
24.05	Hours of Work	<p>For employees who work on a rotating or irregular basis, the Employer is proposing to:</p> <ul style="list-style-type: none"> <li>- Remove language so that normal hours of work are an average of thirty-seven decimal five (37.5) hours per week as opposed to seven decimal five (7.5) hours per day</li> <li>- Remove requirement that agreement between the Employer and the majority of the employees affected is required where normal hours of work are scheduled as an average of seven decimal five (7.5) hours per day</li> <li>- Modify the effort to arrange shifts over a period of time not exceeding three (3) months instead of the current two (2) months</li> <li>- Remove requirements to pay a shift change premium for employees who work on a rotating or irregular basis</li> </ul>
GL/GS 24.05	Hours of Work	<p>For employees who work on a rotating or irregular basis, the Employer is proposing to:</p> <ul style="list-style-type: none"> <li>- Remove language that normal hours of work shall be scheduled to be either seven decimal five (7.5) hours per day</li> <li>- Remove requirement that agreement between the Employer and the majority of the employees affected is required where normal hours of work are scheduled as an average of seven decimal five (7.5) hours per day</li> <li>- Modify the effort to arrange shifts over a period of time not exceeding three (3) months instead of the current two (2) months</li> </ul>
24.10	Hours of Work	The Employer is proposing to reduce the notice period for shift schedule change from seven (7) days to 48 hours

24.14	Hours of Work	The Employer is proposing to increase the potential life of a schedule for day shift workers from 28 days to up to three (3) months
25.01	Shift Principle	The Employer is proposing to expand the period during which hours work can be scheduled to 10pm
26.01	Shift Premiums	The Employer is proposing to amend the hours when the shift premium would be payable from 4pm to 8am to 10pm to 6am
29.04	Standby	For employees on standby who are called in to work and report to work, the Employer is proposing: <ul style="list-style-type: none"> <li>- To amend the language and reference that the provisions within Article 28 - Call-Back Pay will apply</li> <li>- That the remainder of the Article be deleted</li> </ul>
New 30.01	Reporting Pay	For employees given instructions more than 24 hours before the scheduled start time to work overtime on a day of rest, the Employer is proposing that they shall be compensated in accordance with Article 27 - Overtime
New 31.01	Designated Paid Holidays	The Employer is proposing to add language to clarify that employees who do not work on a designated paid holiday are entitled to seven decimal five (7.5) hrs pay at the straight time rate or eight (8) hrs pay at the straight-time rate where the standard work week is 40 hrs
34.01	Compensatory Leave with Pay	The Employer is proposing to amend the language that additional hours may be compensated in leave, upon request of an employee and with the approval of the Employer or at the request of the Employer and with the concurrence of the employee
34.03	Compensatory Leave with Pay	The Employer is proposing to delete reference to endeavouring to process mandatory cash out payments by the fourth (4 <sup>th</sup> ) week of the commencement for the first pay period after September 30 <sup>th</sup>
34.04	Compensatory Leave with Pay	The Employer is proposing to include that at the request of the Employer and with the concurrence of the employee, accumulated compensatory leave may be paid out, in whole or in part, once per fiscal year
New 34.07	Compensatory Leave with Pay	The Employer is proposing to include that payments of compensatory time will be made within eight (8) weeks of: <ul style="list-style-type: none"> <li>- The employee's request</li> <li>- The commencement of the first pay period after September 30<sup>th</sup> of the following fiscal year</li> </ul>

37.03	Leave - General	For employees who do not have electronic access to the leave system, the Employer is proposing once in each fiscal year or as may be reasonably required, to inform an employee upon request of the balance of their leave credits
38.04	Vacation Leave With Pay	The Employer is proposing language regarding the use and scheduling of leave
38.09	Vacation Leave With Pay	For the payment of leave when employment terminates, the Employer is proposing language to specify that the rate used will be that of the employee's substantive position
42	Maternity Leave without Pay	The Employer is proposing minor editorial changes
44	Parental Leave Without Pay	The Employer is proposing to align the leave with legislative changes in a cost neutral manner
New 45.02	Leave Without Pay for the Care of Family	The Employer is proposing to include a person who stands in the place of a relative whether or not there is any degree of consanguinity, to the definition of "family" for the purposes of this article
45.02	Leave Without Pay for the Care of Family	The Employer is proposing to: <ul style="list-style-type: none"> <li>- Include Employer's discretion to the granting of such leave</li> <li>- Amend the minimum from three (3) weeks to 12 weeks</li> <li>- Add timelines for when leave can be submitted for summer or winter leave periods</li> <li>- Delete the Compassionate Care Leave paragraph and move it to a new clause titled Caregiving Leave</li> </ul>
New 45.04	Leave Without Pay for the Care of Family	The Employer is proposing to: <ul style="list-style-type: none"> <li>- Delete the existing clause pertaining to Leave Without Pay for the Long Term Care of a Parent and Leave Without Pay for Care and Nurturing of Pre School Age Children</li> <li>- Add the new clause for Caregiving Leave</li> <li>- Include that time spent on such leave will count towards years of service for leave, severance and increment purposes</li> </ul>
51.01	Court Leave	The Employer is proposing to include that this type of leave will only be granted to those not already on leave without pay, education leave or under suspension and to remove the reference to grand jury
53.07	Examination Leave with Pay	The Bargaining Agent is proposing to include that this type of leave include on-line examinations

54.01	Leave with or without Pay for Other Reasons	The Employer is proposing to include that leave with or without pay for purposes other than those specified in this Agreement may be granted only in exceptional circumstances
56.01	Statement of Duties	The Employer is proposing to replace “complete and current” with “an official” statement of duties
58.01	Employee Performance and Review and Employee Files	The Employer is proposing to include that the assessment form may be completed, signed and provided electronically for the purposes of satisfying their obligation under this clause
58.03	Employee Performance and Review and Employee Files	The Employer is proposing to include that information can be made available electronically for the purpose of satisfying this clause
63.07	Pay Administration	The Employer is proposing to increase the qualifying period for acting from one (1) day or shift to three (3) days or shifts for GL/GS employees and EG-02 and EG-03 levels performing inspection duties and from two (2) days or shifts to five (5) days or shifts for all other groups and levels in the Bargaining Unit
66.01	Duration	The Employer is proposing an expiration date of December 31, 2022
Appendix A	Rates of Pay	The Employer is proposing to: <ul style="list-style-type: none"> <li>- Implement economic increases in accordance with Appendix XX - MOU Collective Agreement Implementation between the CFIA and PSAC</li> <li>- Pay amounts prior to the implementation date as a retroactive payment in accordance with Appendix XX - MOU Collective Agreement Implementation between the CFIA and PSAC</li> <li>- Increase rates of pay by 2% each year for the first two (2) years and 1.5% each for year three (3) and year four (4)</li> </ul>
Appendix B	Employment Transition Policy	The Employer is proposing various amendments related to mobility and voluntary programs
Appendix F	MOU - Hours of Work	The Employer is proposing to remove this MOU from the Collective Agreement
Appendix G	MOU - Wash-Up Time	The Employer is proposing to remove this MOU from the Collective Agreement
Appendix H	MOU - Employee Wellness	The Employer is proposing to renew this MOU

New Appendix	MOU - Collective Agreement Implementation	The Employer is proposing to modify the approach to the calculation and administration of retroactive payments for the current round of negotiations. This includes parameters for: <ul style="list-style-type: none"><li>- The calculation of retroactive payments</li><li>- Implementation</li><li>- Employee Recourse</li></ul>
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## **PART III: RATES OF PAY**



## **INTRODUCTION**

The CFIA values our employees and the diligent and important work that they do in support of our mandate, and believe they should be reasonably and fairly compensated.

Although appropriate compensation should remain competitive to attract and retain employees, it must be affordable within the context of the Government of Canada's and the CFIA's commitments to fiscal responsibility and to providing services to Canadians. It should also take into consideration the CFIA's fiscal situation in the context of competing demands, and the state of the Canadian global economy. The Employer considers its compensation levels to be competitive to maintain its ability to attract and retain employees.

## **EMPLOYER'S COMPENSATION PRINCIPLES**

Section 175 of the *Federal Public Sector Labour Relations Act* (FPSLRA) provides the factors a Public Interest Commission must consider in the conduct of its proceedings and in making its recommendations. Those factors can easily be seen in the CFIA's compensation principles, as described in the Policy Framework for the Management of Compensation, and as shown in the Table 8 as follows:

**Table 8  
Employer’s Compensation Principles and Section 175 of the FPSLRA**

FPSLRA	CFIA Compensation Principle
(a) the necessity of attracting competent persons to, and retaining them in, the public service in order to meet the needs of Canadians;	Stated as the Agency’s objective to establish compensation levels and terms and conditions that will be adequate to attract and retain a competent, professional workforce, sufficient to deliver on the CFIA’s plans and priorities and ultimately its mandate.
(b) the necessity of offering compensation and other terms and conditions of employment in the public service that are comparable to those of employees in similar occupations in the private and public sectors, including any geographic, industrial or other variations that the public interest commission considers relevant;	<b>External Comparability:</b> Compensation should be competitive with, but not lead compensation provided for similar work in relevant external labour markets.
(c) the need to maintain appropriate relationships with respect to compensation and other terms and conditions of employment as between different classification levels within an occupation and as between occupations in the public service;	<b>Internal Relativity:</b> Compensation should reflect the relative value to the Employer of work performed.
(d) the need to establish compensation and other terms and conditions of employment that are fair and reasonable in relation to the qualifications required, the responsibility assumed and the nature of the services rendered; and	Addressed through the application of External Comparability and Internal Relativity principles.
(e) the state of the Canadian economy and the Government of Canada’s fiscal circumstances.	<b>Affordability:</b> The cost of compensation must be affordable within the context of the commitments to provide services to Canadians, the fiscal circumstances and the state of the Canadian economy.

The analysis presented in this brief has been developed in accordance with the factors outlined above. A copy of the Treasury Board’s Policy Framework for the Management of Compensation is provided as Appendix E.

### Comparison of CFIA and CPA Occupational Groups

In applying its compensation principles, the Agency considers the key federal partners with whom it works as reliable comparator groups. These federal partners, as outlined in the Organizational Background section of this brief, are all organizations in the Core Public Administration (CPA). As larger separate employers, the Canada Revenue Agency (CRA) and Parks Canada are important employers to watch, however it is not the CFIA’s practice to focus on those employers as comparators for compensation and terms and conditions. For the most part, CRA has classification standards and occupational groups that differ greatly from the CFIA for employees represented by the PSAC.

Table 9 below outlines the applicable bargaining units of the CPA containing identical or similar occupational groups to those of the CFIA.

**Table 9**  
**Comparison of CFIA and CPA Occupational Groups**

<b>CFIA Occupational Group</b>	<b>CPA Occupational Group</b>	<b>CPA Bargaining Unit</b>	<b>Bargaining Agent for CPA Bargaining Unit</b>
AS, CR, IS, PM	AS, CR, IS, PM	Program and Administrative Services (PA)	Public Service Alliance of Canada
EG, GT	EG, GT	Technical Services (TC)	Public Service Alliance of Canada
GL, GS, HP	GL, GS, HP	Operational Services (SV)	Public Service Alliance of Canada
FI	FI	Financial Management (FI)	Association of Canadian Financial Officers
SI	Converted to EC	Economics and Social Science Services (EC)	Canadian Association of Professional Employees

## Population Growth

As outlined in the Demographic section of this brief, the PSAC population remained relatively stable from 2016 to 2019, with a slight decrease of 18 employees during this time. The increase in 2016-17 was mainly due to an increase in temporary resources for: the federal infrastructure initiative; the digital service delivery platform initiative; the Improved food safety for Canadians initiative; and statutory payments made to compensate Canadians for plants or animals ordered destroyed for the purpose of disease control. The PSAC population reflects this temporary increase.

**Table 10**  
**Population Growth rates, 2016 to 2019**

Group	March 2016	March 2017	March 2018	March 2019	1-yr growth	3-yr growth
PSAC	4,155	4,310	4,213	4,138	-1.8%	-0.4%
AS	635	732	637	634	-0.5%	-0.2%
CR	478	507	519	500	-3.7%	4.6%
EG	2,611	2,611	2,617	2,568	-1.9%	-1.6%
FI	83	88	83	84	1.2%	1.2%
PM	201	216	197	188	-4.6%	-6.5%

Note: AS, CR, EG, FI, PM represent 96% of the Bargaining Unit.

Source: CFIA Human Resources Management System (PeopleSoft)

During this period, the Agency's term population increased from 441 to 600, with most of the increase coming in the EG population, with an increase of 109. This is a reflection of the Agency's **Responding to Today, Building for the Future** Initiative as outlined in the Part IV of the brief. Where transformation activities are taking place, the Agency is being proactive in increasing its term population in anticipation of shifting priorities and potential resource requirements. This prudent approach is designed to reduce any potential impact on the EG population as the Agency modernizes its operations.

### **Future Growth**

In addition, according to the Agency's 2019-20 Departmental Plan, the full-time equivalent (FTE) utilization is forecasted to be reduced; however, if anticipated renewal of sun setting resources occurs, Agency spending and full-time equivalent FTE utilization should remain relatively stable moving forward. The Agency's staffing approach aligns with the Departmental Plan as the Agency must accommodate any future government funding decisions.

### **Recruitment and Retention**

Mitigating risks to food safety is the CFIA's highest priority, and the health and safety of Canadians is the driving force behind the design and development of CFIA programs. The CFIA, in collaboration and partnership with industry, consumers, and federal, provincial and municipal organizations, continues to work towards protecting Canadians from preventable health risks related to food and zoonotic diseases. This high level of service is built on the foundation of a healthy work environment and a skilled, productive work force. The CFIA strives to maintain compensation levels, as well as pension and benefits that are adequate to recruit and retain a competent, qualified workforce, sufficient to deliver on the CFIA's plans and priorities and ultimately its mandate.

### **Recruitment**

Since February 2019, CFIA has received 365 requests from external persons interested in working at the CFIA in fields that would fall under the PSAC Collective Agreement. In addition, when looking at CFIA's recruitment campaigns over the last five years, it can be clearly demonstrated that CFIA is not having difficulty attracting qualified applicants.

**Table 11**  
**External Job Advertisements**

	2014-15	2015-16	2016-17	2017-18	2018-19	Total
<b>Total Advertisements</b>						
AS	-	-	1	-	-	1
CR	-	2	2	7	12	23
EG	4	4	10	9	15	42
FI	-	-	-	-	1	1
GL	2	1	2	-	4	9
GS	-	-	-	-	-	-
GT	-	-	-	-	-	-
HP	-	-	-	-	-	-
IS	-	-	3	1	-	4
PM	-	-	-	2	-	2
SI	-	-	-	-	-	-
<b>Total</b>	<b>6</b>	<b>7</b>	<b>18</b>	<b>19</b>	<b>32</b>	<b>82</b>
<b>Total Applications per Fiscal Year</b>						
AS	-	-	72	-	-	72
CR	-	343	1144	605	580	2,672
EG	288	1906	1318	2059	1706	7,277
FI	-	-	-	-	103	103
GL	101	12	32	-	219	364
GS	-	-	-	-	-	-
GT	-	-	-	-	-	-
HP	-	-	-	-	-	-
IS	-	-	332	158	-	490
PM	-	-	-	37	-	37
SI	-	-	-	-	-	-
<b>Total</b>	<b>389</b>	<b>2,261</b>	<b>2,898</b>	<b>2,859</b>	<b>2,608</b>	<b>11,015</b>
<b>Total Candidates Qualified per Fiscal Year</b>						
AS	-	-	6	-	-	6
CR	-	25	80	47	201	353
EG	25	428	297	327	203	1,280
FI	-	-	-	-	6	6
GL	50	3	1	-	77	131
GS	-	-	-	-	-	-
GT	-	-	-	-	-	-
HP	-	-	-	-	-	-
IS	-	-	45	32	-	77
PM	-	-	-	16	-	16
SI	-	-	-	-	-	-
<b>Total</b>	<b>75</b>	<b>456</b>	<b>429</b>	<b>422</b>	<b>487</b>	<b>1,869</b>

The above information represents staffing processes for the period from April 1, 2014 - March 31, 2019 where complete data was available.

Table 11 (above) presents job advertisement figures for the PSAC classifications. Between 2014-15 and 2018-19 the Agency ran 82 external staffing competitions, attracting 11,015 individual applications and 1,869 qualified candidates per competition. This is an average of 134 applications and 23 qualified candidates per competition.

For the EG Group, the Agency ran 42 external staffing competitions, attracting 7,277 individual applications and 1,280 qualified candidates. This is an average of 173 applications and 30 qualified candidates per competition. Similar results are observed for the AS, CR and FI Groups.

This clearly demonstrates that the Agency does not have an issue attracting external applicants for staffing competitions. This would indicate that wages for PSAC bargaining unit is more than sufficient to attract competent persons.

### Retention

The indeterminate retention rate for this bargaining unit reflects a pattern of consistent retention over the four year period of 2016 to 2019, as seen in Table 12 below. The Agency has an average one year retention rate of 92% and a three year retention rate of 82%. The retention rate has been stable during this period, indicating that the PSAC group is healthy from a recruitment and retention standpoint.

**Table 12**  
**Bargaining Unit Retention of Indeterminate Employees, 2016 to 2019**

Year	One-Year	Two-Year	Three-Year	Four-Year
2016	92%	86%	82%	76%
2017	92%	88%	81%	-
2018	93%	87%	-	-
2019	92%	-	-	-
<b>Average</b>	<b>92%</b>	<b>87%</b>	<b>82%</b>	<b>76%</b>

Source: CFIA Human Resources Management System (PeopleSoft)

As with any workforce, employees leave the PSAC bargaining unit every year. A valuable way to assess whether there are recruitment and retention pressures is to examine the reason why employee leave. Table 13 below shows the reason for Employee Departures.

**Table 13**  
**Number of Bargaining Unit Departures by Type and Fiscal Year**

Fiscal Year	Population on April 1	Voluntary Departure* (Non-Retirement)		Transfer to Other Government Department		Retirement		**Other	
		#	%	#	%	#	%	#	%
2014-15	4,398	58	1.3%	44	1.0%	136	3.1%	196	4.5%
2015-16	4,264	68	1.6%	55	1.3%	111	2.6%	194	4.5%
2016-17	4,258	55	1.3%	64	1.5%	107	2.5%	179	4.2%
2017-18	4,283	69	1.6%	101	2.4%	106	2.5%	225	5.3%
2018-19	4,364	69	1.6%	94	2.2%	110	2.5%	189	4.3%
<b>Average</b>	<b>4,313</b>	<b>64</b>	<b>1.5%</b>	<b>72</b>	<b>1.7%</b>	<b>114</b>	<b>2.6%</b>	<b>197</b>	<b>4.6%</b>

Source: CFIA Human Resource Management System (Peoplesoft)

\*Voluntary Departures include - resignation, outside employment, return to school, personal reasons, abandonment of position

\*\*Other includes - resignation under the Employment Transition Policy, discharge for misconduct, Incompetence or Incapacity, Rejected during probation, lay-off, End of Term, Unspecified

From 2014-15 to 2018-19, the bargaining unit had a voluntary departure rate of just 1.5%. Similarly, the departure rate to other government departments was only 1.7% which is also quite low. The largest reason for departure is retirement, with a five year average of 2.6%. This data further supports the Employer's position that retention is not an issue for the PSAC bargaining unit.

### **Public Service Employee Survey**

When examining retention, another important consideration is employees' future intentions and job satisfaction.



Employee Satisfaction

The 2019 Public Service Employee Survey (PSES) results indicate a high level of job satisfaction in the PSAC group as a whole. Approximately 79% of employees in the group report liking their job. This is similar to both the Agency which reported 81% job satisfaction, and CPA which also reported 81% job satisfaction. This further supports the Employer’s position that employees are satisfied with their wages and compensation.

**Table 14**  
**PSES 2019, Overall, I like my job**

Question	PSAC 2019	PSAC 2017	PSAC 2014	CFIA 2019	PS 2019
Question 16. Overall, I like my job.	79%	79%	82%	81%	81%

Intention to Leave

Table 15 from the 2019 Public Service Employee Survey (PSES) results indicate a low level of employees in the PSAC intending to leave their position. Approximately 21% of employees in the group report intending to leave their current position in the next two years. This is lower than the Agency, which reported 24% and significantly lower than the PS which reported that 27% of employees planned to leave their position in the next two years. This response has been stable since 2014.

**Table 15**  
**PSES 2019, Intention to leave**

Question	PSAC 2019	PSAC 2017	PSAC 2014	CFIA 2019	PS 2019
Question 54. Do you intend to leave your current position in the next two years?	21%	22%	20%	24%	27%

Reason for leaving

The 2019 Public Service Employee Survey (PSES) results indicate that of the 21% of the bargaining unit who indicated they were planning to leave their positions (Question 54 above), only 4% plan to leave to pursue a job outside of the Public Service. Put another way, less than 1% of the bargaining unit plans to leave the Agency to accept a

job outside of the Public Service in the next two years. This indicates that the Agency's compensation and benefits are competitive in comparison to the private sector.

**Table 16**  
**PSES 2019, Reason for leaving**

Question 55. Please indicate your reason for leaving.	PSAC 2019	PSAC 2017	PSAC 2014	CFIA 2019	PS 2019
To retire	16%	17%	18%	15%	15%
To pursue another position within my department or agency	37%	40%	37%	32%	32%
To pursue a position in another department or agency	31%	26%	24%	29%	29%
To pursue a position outside the federal public service	4%	7%	11%	4%	6%
End of my term, casual or student employment	2%	5%	N/A	15%	12%
Other	6%	5%	11%*	5%	6%

\*Note: End of my term, casual or student employment was not an option in 2014 and would be captured in Other.

### Internal Relativity

As stated in the FPSLRA, there is a need to maintain appropriate relationships with respect to compensation between classifications and levels. Moreover, as noted in the *Policy Framework on the Management of Compensation*, compensation should reflect the relative value to the Employer of the work performed, so ranking of occupational groups relative to one another is a useful indicator of whether their relative value and relative compensation align.

From an internal relativity perspective, the occupational groups within the PSAC bargaining unit are appropriately positioned. An analysis of total cumulative economic increases (Table 17) shows that the PSAC group has experienced economic increases similar to those received by the other Canadian Food Inspection Agency bargaining

units over the same time periods. Since 2012, total cumulative economic increases received by the PSAC group have mirrored those of CFIA’s other Bargaining Units.

**Table 17**  
**Cumulative Economic Increase of CFIA Collective Agreements, 2012 to 2018**

Bargaining Unit	2012	2013	2014	2015	2016	2017	2018
PSAC	1.8%	3.5%	5.3%	6.7%	8.0%	9.3%	10.7%
S&A	1.8%	3.5%	5.3%	6.7%	8.0%	9.3%	10.7%
VM	1.8%	3.5%	5.3%	6.7%	8.0%	9.3%	10.7%
IN	1.8%	3.5%	5.3%	6.7%	8.0%	9.3%	10.7%

During the current round of collective bargaining, PSAC has raised no concerns and there has been no demonstration of issues with regards to internal relativity for the PSAC group.

### **External Relativity**

As identified in Table 18, the Employer considers the CPA to be its comparator. The CPA has identical occupational group structures and classification standards against which positions are evaluated. The Employer submits that comparing wage rates between the Agency and TBS is an appropriate indicator of external comparability.

When looking at the cumulative economic increases for the PSAC bargaining unit over the period 2012 to 2018, CFIA has maintained pace with the average cumulative economic increase for the Core Public Administration over the same period of time, as illustrated in the chart below.

**Table 18**  
**Cumulative Economic Increase PSAC versus CPA, 2012 to 2018**

Bargaining Unit	2012	2013	2014	2015	2016	2017	2018
CFIA - PSAC	1.8%	3.3%	5.3%	6.7%	8.0%	9.3%	10.7%
CPA - PA	1.8%	3.3%	5.3%	6.7%	8.0%	9.3%	10.7%
CPA - TC	1.8%	3.3%	5.3%	6.7%	8.0%	9.3%	10.7%
CPA - SV	1.8%	3.3%	5.3%	6.7%	8.0%	9.3%	10.7%
CPA - FI	1.8%	3.3%	5.3%	6.7%	8.0%	9.3%	10.7%
CPA - EC	1.8%	3.3%	5.3%	6.7%	8.0%	9.3%	10.7%

### **Annual earning comparison (CFIA versus CPA)**

Rather than simply applying a straight comparison of salary range maximums, the Agency analyzed the annual earnings an individual at the maximum rate of pay would receive. Since the CFIA effective date of economic increases is January 1<sup>st</sup> of each year and the effective dates for increases in the CPA vary depending on the occupational group, the Employer submits that this method provides a clearer picture.

This comparison of the CFIA and CPA annual earnings reveals the CFIA is ahead of the CPA for the occupational groups in which approximately 85% of the PSAC bargaining unit population occupy positions. Included in those groups who earn more are three (3) for which the Bargaining Agent is asking for additional increases through a restructure of rates of pay, namely the Administrative Services (AS) group, the Information Services (IS) group and the Programme Administration (PM) group. Also paid more is the Engineering and Scientific Support (EG) group which represents 61% of the bargaining unit population. A summary of the annual earning differences for these four (4) main occupational groups where the Canadian Food Inspection Agency leads the Core Public Administration is presented in tabular format below.

**Table 19**  
**Annual earning comparison (CFIA vs CPA), June 2017 to June 2018**

<b>Group and Level</b>	<b>Amount CFIA Annual Earnings are ahead of CPA Annual Earnings</b>
AS-01	\$1,055
AS-02	\$1,135
AS-03	\$1,215
AS-04	\$1,328
AS-05	\$1,590
AS-06	\$1,768
AS-07	\$1,972
AS-08	\$2,095
EG-01	\$1,453
EG-02	\$1,595
EG-03	\$1,753
EG-04	\$1,929
EG-05	\$2,125
EG-06	\$2,335
EG-07	\$2,572
EG-08	\$2,829
IS-01	\$1,055
IS-02	\$1,135
IS-03	\$1,328
IS-04	\$1,590
IS-05	\$1,768
IS-06	\$1,972
PM-01	\$1,055
PM-02	\$1,135
PM-03	\$1,215
PM-04	\$1,328
PM-05	\$1,590
PM-06	\$1,972
PM-07	\$2,095

A full summary of the annual rate and earning comparison analysis can be found in Appendix F.

### **Replication Principle**

The Bargaining Agent's economic proposals far exceed the pattern established in the federal public service. They are also well in excess of broader public sector trends across Canada

### **Settlements to Date in the Federal Public Service**

To date, 34 collective agreements have been reached in the federal public service for this round of collective bargaining. All agreements contain base economic increases of 2.0%, 2.0%, 1.5% and 1.5% over a four year period, plus targeted wage measures of approximately 1% over the term of the agreement.

In addition to any group specific improvements, various government-wide measures were included in the settlements. These improvements included 10 days of paid leave for domestic violence, expanded provisions for caregiving leave, extended parental leave and allowance provisions, as well as an expanded definition of family that allows for more flexible use of paid family related leave provisions.

The Employer proposes to replicate the same or equivalent improvements to members of the CFIA PSAC bargaining unit, which would provide for a fair and reasonable collective agreement. The evidence provided in this brief does not suggest or support that the CFIA PSAC group receive more than the pattern that has been set in the 34 agreements settled during this round of bargaining.

For ease of reference, a list of Federal Public Service settlements which contain the same pattern economic increases proposed by the Employer is provided in the tables below.

**Table 20**  
**CPA Bargaining Units with New Collective Agreements**

<b>Bargaining Unit</b>	<b>Bargaining Agent</b>	<b># of employees</b>	<b>% of CPA population (183,254)</b>
Electronics (EL)	IBEW 228	1,059	0.6%
Financial Management (FI)	ACFO	4,776	2.6%
Applied Science & Patent Examination (SP)	PIPSC	7,647	4.2%
Audit, Commerce and Purchasing (AV)	PIPSC	5,783	3.2%
Architecture, Engineering & Land Survey (NR)	PIPSC	3,541	1.9%
Health Services (SH)	PIPSC	3,100	1.7%
Economics and Social Science Services (EC)	CAPE	14,777	8.1%
Translation (TR)	CAPE	811	0.4%
Foreign Service (FS)	PAFSO	1,512	0.8%
Research (RE)	PIPSC	2,630	1.4%
Radio Operations (RO)	Unifor Local 2182	272	0.1%
Law Practitioner (LP)	AJC	2,832	1.5%
Ship Repair (SR-C)	FGDCA	52	0%
Ship Repair (East) (SR-E)	FGDTLC(E)	590	0.3%
University Teaching (UT)	CMCFA	180	0.1%
Ship Repair (West) (SR-W)	FGDTLC(W)	624	0.3%
Air Traffic Control (AI)	CATCA	9	0.0%
<b>Total</b>		<b>50,195</b>	<b>27.4%</b>

**Table 21**  
**Separate Employer Bargaining Units with New Collective Agreements**

Separate Employer	Bargaining Agent	Bargaining Unit	Population
Canada Revenue Agency (CRA)	PIPSC	Audit, Financial Scientific (AFS)	11,447
Canadian Nuclear Safety Commission (CNSC)	PIPSC	Nuclear Regulatory Group (NUREG)	730
National Energy Board (NEB)	PIPSC	All Unionized Employees	377
National Film Board (NFB)	PIPSC	Administrative and Foreign Services Group	174
		Scientific and Professional Group	
	SGCT/CUPE	Technical Group	103
	CUPE	Administrative Support Group	88
		Operation Group	
National Research Council Canada (NRC)	RCEA	Administrative Service Group (AS)	244
		Administrative Support Group (AD)	268
		Computer Systems Administration (CS)	214
		Operational Group (OP)	62
	PIPSC	Information Services (IS)	64
		Library Services (LS)	43
		Research Officer / Research Council Officer (RO/RCO)	1,596
		Translator Group (TR)	8
Office of the Superintendent of Financial Institutions (OSFI)	PIPSC	Professional Employees Group (PEG)	551
<b>Total Separate Agency Population</b>			<b>16,990</b>

### Public Interest Commission Reports – 2018 Round of Bargaining

A summary of Public Interest Commission (PIC) reports can be found in Table 22 and copies of these reports are attached as Appendix G.



**Table 22**  
**Summary of PIC reports**

Employer	Bargaining Agent	Bargaining Unit	Bargaining Unit
Treasury Board	PSAC	Program and Administrative Services (PA)	No recommendation
Treasury Board	PSAC	Education and Library Science (EB)	Recommended the pattern economic increases.
Treasury Board	PSAC	Operational Services Group (SV)	Not yet available
Treasury Board	PSAC	Technical Services (TC)	Not yet available
Parks Canada	PSAC	PSAC	Not yet available
Canada Revenue Agency	PSAC	Union of Taxation Employees (UTE)	Not yet available
Communications Security Establishment	PSAC	PSAC	Not yet available

### **Provincial and Territorial Government Compensation**

Wage increases in provincial and territorial governments have been modest during the period of negotiations due to the higher fiscal burden on governments from elevated debt levels and an uncertain economic outlook.

For example, the Government of Ontario has tabled legislation which imposes a 1% maximum on annual compensation increases provided through collective agreements for a 3-year period. The province of Alberta has introduced wage restraint regulations limiting the increases in base salary of executives from April 1<sup>st</sup>, 2018 to December 31<sup>st</sup>, 2019. The Alberta Finance Minister has also announced that Alberta will also seek two to five percent wage rollbacks in arbitration with the vast majority of public sector employees. Manitoba introduced sustainability legislation which came into effect in March 2017 and limits wage increases at 0% for the first two years, 0.75% for the third year, and 1% in the fourth year. Finally, the Government of Newfoundland and Labrador implemented four years of salary freezes from 2016-17 to 2019-20 and the Government of Nova Scotia legislated 0.75% annual wage increases from 2015-16 until 2018-19.

Covering similar periods, the Government of Canada has negotiated economic wage increases of 2%, 2%, 1.5% and 1.5% plus targeted wage measures of approximately 1% over the term of the agreement, with 34 groups in the federal public service.

During the current round of collective bargaining, there has been no demonstration of issues with regards to relativity for the PSAC group. As such, the Employer's wage offer, which is aligned with the established pattern, would maintain that balance.

### **STATE OF THE ECONOMY AND THE GOVERNMENT'S FISCAL SITUATION**

The state of the economy and the government's fiscal circumstances are critical considerations for the federal government in its role as Employer.

The new collective agreement for PSAC will cover a timeframe of low to moderate economic growth. Moreover, there are negative risks associated with the economic outlook, which could lead to weaker labour markets and lower wage growth than what is now broadly expected. With interest rates at near record lows in major advanced economies and signs of a deteriorating global outlook, a focus on keeping federal government compensation affordable relative to the country's economic performance will allow the Government to pursue its budgetary commitments and better respond to future economic uncertainty.

The following sections outline Canadian economy and its outlook, labour market conditions for the public service relative to the private sector, and the government's fiscal circumstances. This includes an overview of gross domestic product (GDP) growth, consumer price inflation, employment growth, risks to the economic outlook, and how the public service compares against the typical Canadian worker, which is the ultimate payer of public services.

## Real GDP growth

Real GDP growth, which is the standard measure of economic growth in Canada, provides an indication of the overall demand for goods, services, and labour. Lower real GDP growth reduces demand for employment, which increases unemployment and curbs wage increases.

Real GDP growth recently peaked in 2017 at 3% before slowing markedly to 1.9% in 2018 (Table 23). The outlook for real GDP projects growth further deteriorating to 1.5% in 2019 and 1.6% in 2020. Over the 2014 to 2017 period, real economic growth averaged 1.9%, higher than the average outlook for growth of 1.7% over the 2018 to 2021 period. The declining growth profile of GDP comes despite the economy's continued reliance on historically low interest rates.

**Table 23**  
**Real Gross Domestic Production, Year-over-year growth**

Real GDP Growth (y/y)	2016	2017	2018	2019 (F)	2020 (F)
<b>Statistics Canada</b>	1.1%	3.0%	1.9%	-	-
<b>Consensus Forecasts</b>	-	-	-	1.5%	1.6%
<b>Bank of Canada</b>	-	-	-	1.5%	1.7%

Source: Statistics Canada, Consensus Forecasts October 2019, Bank of Canada MPR October 2019  
Note: (F) denotes Forecast

While forecasters are basing their modest expectations for growth on the assumption that economic conditions will not further deteriorate, the Canadian economy faces a number of risks that could further compromise growth prospects, weakening the labour market and the government's fiscal balance.

## The Consumer Price Index

The Consumer Price Index (CPI) tracks the price of a typical basket of consumer goods. Measuring price increases against wage growth demonstrates relative purchasing power over time.

Recent inflation has been persistently low, below the 2.0 percent mid-point of the Bank of Canada’s 1.0 to 3.0 percent target rate since 2011. Inflation exceeded 2.0 percent for the first time in seven years in 2018, at 2.3 percent. However, inflation above 2.0 percent is forecast to be short-lived. According to Consensus Forecasts, inflation is expected to decline to 2.0 percent in 2019 and further decline to 1.9 percent in 2020 (Table 24). The Bank of Canada’s October inflation forecast has a similar profile, with inflation at or below 2.0 percent until the end of 2021.

**Table 24**  
**Canada’s Major Economic Indicators, year-over-year growth**

Indicator <sup>3</sup>	2016	2017	2018	2019 (F)	2020 (F)	2021(F)
CPI (y/y) Consensus	1.4%	1.6%	2.3%	2.0%	1.9%	2.0%
CPI (y/y) BoC	1.4%	1.6%	2.3%	2.0%	1.8%	2.0%
Unemployment	7.0%	6.3%	5.8%	5.7%	5.7%	n/a

Source: Statistics Canada, Consensus Forecasts (April 2021 long-term forecast and October 2019 for 2019 and 2020 forecast), BoC MPR October 2019.

### Canadian employment growth

Canadian labour market conditions have improved with the unemployment rate declining from a high of 6.8 percent in January 2017 to a low of 5.6 percent in November 2018; it reached a 40-year low of 5.4 percent in May 2019<sup>4</sup>. The unemployment rate is expected to remain flat at 5.7 percent for 2019 and 2020<sup>5</sup>. Moreover, since June 2018, the economy has generated close to 445,000 jobs.

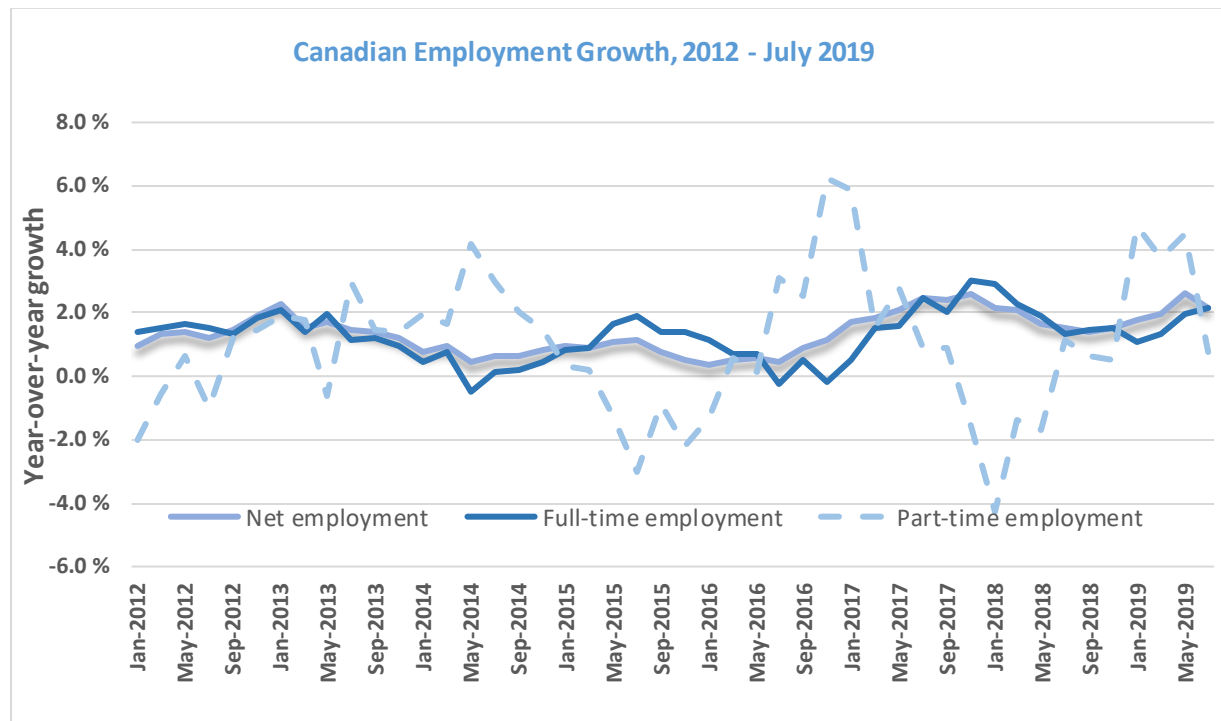
A near historically-low unemployment rate is unsurprising given that employment growth has averaged 2.1 percent so far in 2019, higher than the 1.3 percent and 1.8 percent for 2018, and 2017, respectively.

<sup>3</sup> Data was taken from Statistics Canada and Consensus Forecasts, September 2019

<sup>4</sup> Statistics Canada, The Daily, Labour Force Survey, September 2019.

<sup>5</sup> Consensus Forecasts, October 2019.

**Chart 1**  
**Canadian Employment Growth**



However, despite this reported labour market strength with a low unemployment rate and strong employment growth, underlying wage growth has fallen short of expectations for a labour market with little or no apparent slack.

In Great Britain, weaker than expected wage growth in a strong labour market has been attributed to the new and quickly expanding informal or ‘gig’ economy. According to the Bank of England’s chief economist<sup>6</sup>, *‘the rise of insecure work in the gig economy has fuelled a “lost decade” in wage growth in Britain.’*

A recent analytical paper examining the informal ‘gig’ economy in Canada uncovered similar evidence. The analysis found that just under one-third of Canadian survey respondents participate in gig work, especially younger workers, and that participation was often consistent with labour market slack.

<sup>6</sup> The Guardian, Gig Economy fuelled ‘lost decade’ in wage growth-Bank Economist, October 10, 2018.

*‘Over a third of survey respondents who take part in informal work do so as a result of weak economic conditions, and over half would switch their hours worked for hours in formal employment with no increase in pay.’*

The ‘employment’<sup>7</sup> conditions of gig workers, with temporary and irregular hours, no job security or opportunity for advancement, with little or no paid sick leave and other benefits, contrasts sharply with the stable and secure employment with generous pensions and benefits in the federal public service.

These advantageous working conditions, examined further in the following section, have continued to attract large pools of qualified applicants for every job opportunity.

### **Working conditions in the Public Sector versus the Private and other Sectors**

The public sector enjoys many privileges over what the average private sector worker experiences, with significant advantages in pension and benefit plan coverage and quality, better job tenure and stability, more paid-time off and an earlier average age of retirement.

Before examining the preferential working conditions in the federal public sector relative to the private sector, one must emphasize that wages are already higher in the federal government than in the private sector. Using 2015 data from the 2016 Census, the most comprehensive data set available, full-time, full-year wages and salaries for federal government workers were 17% higher than those in the private sector (\$77,543 versus \$66,065).<sup>8</sup>

Public sector workers are almost four times more likely to be covered by a registered pension plan than private sector ones (87.1% versus 22.7%).<sup>9</sup> This advantage grows even larger when comparing defined benefit (DB) pension plan coverage, where

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<sup>7</sup> Gig workers are typically classified as independent contractors, not employees.

<sup>8</sup> Statistics Canada, Custom tabulation of 2015 wages and salaries from the 2016 Census.

<sup>9</sup> Pension plans in Canada, as of January 1, 2018, Statistics Canada, June 6, 2019.

pension benefits are guaranteed by the employer, with public sector workers more than eight times more likely to be covered (79.1% versus 9.2%).

Defined Benefit pensions are quickly disappearing in the private sector, with DB plan coverage shrinking from 21.9% in 1997 to the most recent 9.2% figure in 2017. In fact, many existing DB plans in the private sector are already closed to new employees, indicating that DB pension plan coverage in the private sector will continue to decline.

The benefit of a more secure retirement is further compounded with an earlier average age of retirement in the public sector. Public sector workers' average retirement age is 2.4 years younger than private sector workers.<sup>10</sup>

Public sector workers also have more job security than their private sector counterparts. When examining job losses as a percentage of total employment, a proxy for job security, public sector workers were five times less likely to experience job loss than those in the private sector (0.5% versus 2.5%).<sup>11</sup> This analysis excludes job losses as result of an end of temporary, casual, and seasonal jobs, which if included, would further widen the difference between the sectors.

Public sector workers are increasingly isolated from the labour market realities experienced in the private sector, enjoying higher wages, better pensions, better benefits, and much greater job security. Federal public service workers, PSAC group members included, are the 'privileged among the privileged', with superior working conditions to many other public sector workers.

The wage pattern already established with other federal public sector bargaining agents is higher than settlements for other provincial public sector employees. Recommending above-pattern increases would only further extend the advantages that the federal public service enjoys over private sector and other public sector workers.

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<sup>10</sup> The extinction of defined-benefit pension plans is almost upon us, Frederick Vettese, The Globe and Mail October 4, 2018.

<sup>11</sup> Comparing Government and Private Sector Compensation in Ontario, 2018, Fraser Institute. Calculations by the Fraser Institute using Statistics Canada from custom tabulation Labour Force Survey data on Job losses by Reasons and Class of workers.

## **Fiscal Outlook**

The Government of Canada has adopted the position that reasonable deficit spending that targets Canada's middle-class can boost economic growth, provided that appropriate trade-offs are made to avoid accumulating excessive debt loads. Higher debt levels lead to higher borrowing costs, and as a result, fewer resources for spending priorities. The government is currently in a deficit situation. The deficit was \$14.0<sup>12</sup> billion for fiscal year 2018-19 and Budget 2019 forecasted continued deficits throughout the forecast horizon to fiscal year 2023-24.

The Government's fiscal plan is to continue to invest to grow Canada's economy for the long term, in a fiscally responsible way that preserves Canada's low-debt advantage. To stay on its fiscal track, the government has the responsibility to manage its budget in a manner that serves the public interest.

Fiscal room to maneuver is especially important because very low interest rates restrict monetary policy from responding to an economic down-turn with further rate cuts. The current overnight rate of 1.75 percent set by the Bank of Canada is more than two and half times lower than the pre-recession peak of 4.5 percent in August 2007. According to TD Economics, central banks have limited room to provide stimulus in the event of a recession.<sup>13</sup>

Personnel costs, which include salaries and wages; employer pension contributions; health, dental and disability benefits; and other employer contributions such as employment insurance, workers compensation, pay-in-lieu of leave, bonuses, and severance pay for the federal public service, RCMP and Canadian Forces, of \$60.3 billion dollars in 2017-18 were the single largest component of direct program expenses, representing 41 percent of these costs.<sup>14</sup> Personnel costs have increased by \$11.7 billion since 2014-15. To put this amount in better context, \$11.7 billion dollars

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<sup>12</sup> Annual Financial Report of the Government of Canada Fiscal Year 2018–2019, Finance Canada.

<sup>13</sup> TD bank, What to Expect from Central Banks in the Next Global Downturn, October 2019.

<sup>14</sup> Public accounts of Canada 2018 Volume 1.



would cover almost 62 percent of the entire cost of the Employment Insurance program for all of Canada for 2018-19<sup>15</sup>.

A portion of the increase in personnel costs is attributable to higher 'legacy' costs for the Government's generous pensions and benefits promises due to low and falling interest rates. From the Employer's perspective, employees' total compensation costs have increased significantly beyond just what has been provided in wage increases.

The Government must manage total compensation costs prudently on behalf of taxpayers, and increasing costs from pensions and benefits need to be considered, as part of wage negotiations, to help mitigate the overall total compensation increase. Higher wages and salaries directly increase other compensation costs that are linked to salaries such as pensions, adding an additional 17% to the wage and salary costs for the public service. While pensions and benefits are not bargained directly at the bargaining table, they provide a significant additional monetary benefit in today's labour market.

In that context and given that compensation accounts for such a sizeable share of the government's expenses, responsible fiscal management requires that the costs of wage settlements afford the Government of Canada the fiscal room necessary to react when the economy falters and to spur economic growth and job creation over the long term. Wage increases above the already-established pattern would reduce the fiscal room to maneuver and may require raising taxes on Canadians or reducing services.

### **Risks to the Outlook**

According to the Bank of Canada<sup>16</sup>, the greatest risk to the economic outlook for the Canadian economy is 'global trade policies and related uncertainty'. The United Kingdom's leaving the European Union and other geopolitical risks stemming from Argentina, Chile, Iran and Hong Kong could further darken the economic outlook. Trade disputes, like that of US-China and more recently Canada-China have a dampening

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<sup>15</sup> Employment insurance costs taken from table 3 of the Annual Financial report of the Government of Canada for 2018-19.

<sup>16</sup> Bank of Canada Monetary Policy Report, October 2019.

effect on trade by depressing commodity prices, disrupting supply chains and slowing economic growth. Most recently, the outbreak of COVID-19 has reduced business activity in affected regions while disrupting global supply chains.

The Organisation for Economic Co-operation and Development (OECD), in their recently-issued Interim Economic Outlook in September 2019 stated that *‘The global economy has become increasingly fragile and uncertain, with growth slowing and downside risks continuing to mount.’*<sup>17</sup> The OECD warned that escalating trade conflicts are hurting confidence and investment, and aggravating risks in financial markets and endangering already weak growth prospects worldwide. In fact, the OECD’s most recent projection for the global economy for 2019 and 2020 shows the weakest annual growth rates since the financial crisis, with downside risks continuing to mount.

According to OECD Chief Economist Laurence Boone, *‘The uncertainty provoked by the continuing trade tensions has been long-lasting, reducing activity worldwide and jeopardising our economic future.’* To illustrate the impact on Canada of a more pronounced slowdown in economic activity, an increasingly distinct possibility, the Bank of Canada unexpectedly provided an alternative economic scenario<sup>18</sup> of the effects on Canada if global GDP growth was only 2.25 percent lower by 2021 than in their base-case projections. This scenario essentially assumes that if global GDP were to slow a little more than 1 percent per year for the next two years, what the impact on Canada would be.

This decline in global growth would weaken domestic and foreign demand and cause commodity prices, an important Canadian export category, to decline by 20 to 25 percent. This would lead to lower employment, lower inflation, lower wage growth and lower household income. Lower household income would also contribute to lower housing prices. As a result, real Canadian GDP would be 4.5% lower than what is currently projected by the end of 2021.

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<sup>17</sup> OECD, Interim Economic Outlook, September 2019.

<sup>18</sup> ‘Scenario with more pronounced global slow down’, October 30, 2019, Bank of Canada Monetary Policy Report.

Households in Canada are already especially vulnerable to an economic slow-down because of near-record household debt levels, where Canadians owed roughly \$1.74 in credit market debt for every dollar of household disposable income<sup>19</sup>. In fact, the household debt service ratio, measured as total obligated payments of principal and interest on credit market debt as a proportion of household disposable income, edged up to a record 14.93 percent of household disposable income.

Given these risks, a prudent approach to compensation would help contribute to preserve fiscal capacity to respond to an economic slow-down or recession.

### **Total Compensation**

In the TBS Policy Framework for the Management of Compensation, which is followed by CFIA, total compensation includes both cash and non-cash remuneration provided to employees for their services rendered. The Employer provides the same pension, insurance benefit plans (health and dental) and NJC allowances as those in the CPA, including:

- Public Service Pension Plan;
- Public Service Health Care Plan;
- Public Service Dental Care Plan;
- Disability/Long-term Disability Insurance Plan;
- Supplementary Death Benefit Plan;
- Bilingualism bonus;
- Relocation Allowance; and
- Travel Allowance.

Total Compensation is an essential component in relation to external comparability with relevant labour markets where consideration of all elements of compensation, including benefits, must be taken into account. The Employer's benefit package is estimated to be worth an additional 20% or \$57,321,877. While not subject to negotiation, employees in the bargaining unit enjoy a substantial total compensation package.

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<sup>19</sup> Statistics Canada, The Daily, September 13, 2019. National balance sheet and financial flow accounts, second quarter 2019.

## Summary

The Bargaining Agent’s economic proposals for the PSAC group far exceed the pattern established in the federal public service. They are also well in excess of broader public sector trends across Canada.

Examining wage increases negotiated in other Canadian governments supports that the Employer’s wage offer for the PSAC group, which is aligned to the established pattern, is reasonable and appropriate.

## EMPLOYER AND BARGANING AGENT PAY PROPOSALS

Table 25 compares the wage proposals from the Employer and the Bargaining Agent.

**Table 25  
Employer and Bargaining Agent Pay Proposals**

	<b>Employer Proposal</b>	<b>Bargaining Agent Proposal</b>
<b>Economic increases</b>	<p>Aligned with the established pattern, totalling 7% of the PSAC wage base.</p> <p><b>On January 1, 2019:</b> 2% economic increase</p> <p><b>On January 1, 2020:</b> 2% economic increase</p> <p><b>On January 1, 2021:</b> 1.5% economic increase</p> <p><b>On January 1, 2022:</b> 1.5% economic increase</p>	<p><b>On January 1, 2019:</b> 3.5% economic increase</p> <p><b>On January 1, 2020:</b> 3.5% economic increase</p> <p><b>On January 1, 2021:</b> 3.5% economic increase</p>
<b>Wage adjustment or restructures</b>	<p>Aligned with the established pattern, additional monetary measures totalling 1% of the wage base to address group-specific pressures</p>	<p><b>AS - Administrative Services Group</b></p> <p><b>January 1, 2019: 6% Market Adjustment</b></p> <p><b><u>CR - Clerical and Regulatory Group</u></b></p> <p><b>January 1, 2019: 8% Market Adjustment</b></p> <p><b><u>FI - Financial Administration Group</u></b></p> <p><b>January 1, 2019:</b> align with Nav Canada rates of pay - drop first 2 steps,</p>

		<ul style="list-style-type: none"> <li>- harmonize increments</li> <li>- increase maximum rate of pay</li> </ul>
		<p><b><u>GL - General Labour and Trades</u></b></p> <p><b>GL-EIM: Electrical Installing and Maintaining</b></p> <p>January 1, 2019: 5.85% Market Adjustment</p> <p><b>GL-ELE: Elemental</b></p> <p>January 1, 2019: 0.7% Market Adjustment</p> <p><b>GL-INM: Instrument Maintaining</b></p> <p>January 1, 2019: 0.75% Market Adjustment</p> <p><b>GL-MAM: Machinery Maintaining</b></p> <p>January 1, 2019: 2.6% Market Adjustment</p> <p><b>GL-MAN: Manipulating</b></p> <p>January 1, 2019: 2.65% Market Adjustment</p> <p><b>GL-MDO: Machine Driving-Operating</b></p> <p>January 1, 2019: 0.7% Market Adjustment</p> <p><b>GL-PIP: Pipefitting</b></p> <p>January 1, 2019: 2.2% Market Adjustment</p>
		<p><b>GS - General Services</b></p> <p>January 1, 2019: 1.0% Market Adjustment</p>
		<p><b>GT - General Technical Group</b></p> <p>January 1, 2019: 0.75% Market Adjustment</p>
		<p><b>HP - Heating, Power and Stationary Plant Operation Group</b></p> <p>January 1, 2019: 11.5% Market Adjustment</p>
		<p><b>IS - Information Services Group</b></p> <p>January 1, 2019: 5.7% Market Adjustment</p>
		<p><b>PM - Program Administration Group</b></p> <p>January 1, 2019: 6.2% Market Adjustment</p>

		<b>SI - Social Science Support Group</b>
		<b>January 1, 2019: 3.35% Market Adjustment</b>
<b>Total</b>	<b>\$23,668,666</b>	<b>\$53,748,982</b>
<b>% Increase</b>	<b>8.26%</b>	<b>18.76%</b>

**Conclusion**

The Bargaining Agent wage proposals are significant. The PSAC proposes a cumulative wage increase of 18.76% over three years. In contrast, the pattern established in the federal public service is 8.26% over a 4 year period.

The Employer submits that the Bargaining Agent’s proposals are not supported by any rigorous analysis, as demonstrated in detail at Part II. They are also out of touch with the established pattern with other CPA and separate employers in the current round of negotiations.

In turn, the Employer’s offer is sufficient, reasonable, and aligned with the aforementioned pattern.

The Employer proposes that its economic offer be recommended by the Commission. The Employer’s wage proposals before this Public Interest Commission is in keeping with the analysis included in this document, and is consistent with the overall proposals made to Bargaining Agents in negotiations.

## **PART IV: OTHER OUTSTANDING ISSUES**

Part II of this Brief contains a list of the items outstanding following collective bargaining and then a brief description of the nature of these items. In good faith, and in the interest of advancing these negotiations and reducing or streamlining the number of outstanding items and proposals, the Employer has withdrawn a number of its proposals on the following Articles:

**Table 26**  
**List of Articles Withdrawn by the Employer**

<b>Article</b>	<b>Title</b>	<b>Issue</b>
2.01 (e)	Interpretation and Definitions	The Employer withdrew its proposal to include a definition for “continuous employment”
8.01	Recognition	The Employer withdrew its proposal to add clarifying language regarding the PSSRB certificate
10	Check-off	The Employer withdrew its proposal to remove language related to the materials required when requesting a religious exemption  The Employer withdrew its proposal to delete language regarding deductions for other purposes.
27	Overtime	The Employer withdrew its placeholder
33	Travelling Time	The Employer withdrew its placeholder
39	Sick Leave with Pay	The Employer withdrew its placeholder
41	Injury on Duty Leave	The Employer withdrew its placeholder
61	Part-Time Employees	The Employer withdrew its proposal to add language clarifying how a part-time employee is to be paid



The following outstanding issues are being brought before this Public Interest Commission by the Parties:

- Article 2            Interpretations and Definitions**  
NEW 2.XX  
2.01 (l)
- Article 9            Information**  
9.02
- Article 11           Use of Employer Facilities**  
11.03  
11.04  
NEW 11.05
- Article 13           Leave With or Without Pay for Union Business**  
13.01 (a), (b)  
13.14  
NEW 13.15  
NEW 13.16
- Article 16           Discipline**  
16.05
- Article 19           Sexual Harassment**  
Title  
19.01  
NEW 19.02 (a), (b)  
19.02 (a), (b)  
19.03  
NEW 19.05  
NEW 19.06 (a), (b)  
NEW 19.07
- Article 23           Technological Change**  
23.01  
23.02 (a), (b)  
23.03  
23.04  
NEW 23.05 (f)  
23.06  
23.07

- Article 24**      **Hours of Work**  
NEW GL/GS Hours of Work  
NEW Inspectorate Hours of Work 24.XX (a), (b), (c)  
NEW Inspectorate Hours of Work 24.XX (a), (b), (c), (d), (e)  
NEW Excluded Provisions Expanded Normal Hours of Work for the  
Non-Inspectorate  
24.02  
24.04 (a), (b), NEW (b)  
GL/GS 24.04  
24.05 (a)(ii)(iii), (b)(iv), (c), (d), (e)  
GL/GS 24.05 (a)(ii)(iii), (b)(iv)  
24.10  
24.14 (b), (d)  
NEW Excluded Provisions 24.15 (g)
- Article 25**      **Shift Principle**  
NEW Excluded Provisions Expanded Normal Hours of Work for the  
Non-Inspectorate  
25.01 (a)
- Article 26**      **Shift Premiums**  
NEW Excluded Provisions Expanded Normal Hours of Work for the  
26.01  
26.02 (a)
- Article 27**      **Overtime**  
27.01 (a), (b), (c)  
27.08 (a), (b)
- Article 28**      **Call-Back Pay**  
28.01 (c)(i), (e)
- Article 29**      **Standby**  
29.04 (a), (b), (c)  
29.05
- Article 30**      **Reporting Pay**  
30.01 NEW (a)
- Article 31**      **Designated Paid Holidays**  
31.01  
31.01 NEW (e), (k)  
31.05 (a), (b)(ii)(iii), (c)

<b>Article 33</b>	<b>Travelling Time</b> 33.02 33.03 NEW (d) 33.04 (a), (b)(i)(ii), (c)
<b>Article 34</b>	<b>Compensatory Leave with Pay</b> 34.01 34.03 34.04 NEW 34.07
<b>Article 37</b>	<b>Leave General</b> 37.03
<b>Article 38</b>	<b>Vacation Leave with Pay</b> 38.02 (a)(i)(ii)(iii)(iv)(v)(vi)(vii), (b) (i)(ii)(iii)(iv)(v)(vi)(vii) NEW 38.04 (a), (b)(i)(ii) 38.04 (a), (b), (c), (d) 38.05 38.09 38.13 (a), (c)
<b>Article 39</b>	<b>Sick Leave with Pay</b> NEW 39.10
<b>Article 41</b>	<b>Injury On Duty Leave</b> 41.01 (b)
<b>Article 42</b>	<b>Maternity Leave without Pay</b> 42.02 (a)(ii), (c)(i)
<b>Article 43</b>	<b>Maternity-Related Reassignment or Leave</b> 43.01 43.02 43.05
<b>Article 44</b>	<b>Parental Leave Without Pay</b> 44.01 (a)(i), NEW (ii), (b)(i), NEW (ii), (c), (d) NEW 44.02 General Provisions 44.02 (a)(i)(iii)(B)(C), (b), (c)(i)(ii)(iii) NEW (iv)(iv) NEW (vi), (d), (e), (f), (k), NEW (l)(i)(ii)(iii)(iv), NEW (m), NEW (n), NEW (o)(i)(ii), NEW (p), NEW (q), NEW (r), NEW (s), NEW (t) 44.03 (a)(ii)

- Article 45**      **Leave Without Pay for the Care of Family**  
NEW 45.04 (a)  
45.02 (b), (d), NEW (e), (e) (i)(ii)(iii)(iv)  
NEW 45.04 (a), (b), (c), (d), (e)  
45.04  
**Compassionate Care and Caregiving Leave**  
XX.01  
XX.02  
XX.03  
XX.04  
XX.05  
XX.06  
XX.07
- Article 46**      **Leave With Pay for Family-Related Responsibilities**  
46.01 NEW (h)  
46.02  
46.03 (a), (c), (d), (f), (g), NEW (h), NEW (i)
- Article 47**      **Leave Without Pay for Personal Needs**  
47.01 (c)
- Article 50**      **Bereavement Leave with Pay**  
NEW Definition  
50.02
- Article 51**      **Court Leave**  
51.01 (b), (c)(i)
- Article 53**      **Examination Leave with Pay**  
53.07
- Article 54**      **Leave With or Without Pay for Other Reasons**  
54.01 (b)  
54.02 (a), (b), (c)  
54.03 (a), (b)
- Article 56**      **Statement of Duties**  
56.01 (a), NEW (b), NEW (c)  
NEW 56.02  
NEW 56.03 (a), (b)
- Article 58**      **Employee Performance Review and Employee Files**  
58.01 (a)  
58.03  
NEW 58.05

<b>Article 63</b>	<b>Pay Administration</b> 63.02 NEW Deduction Rules for Overpayments (a), (b), (c), (d) NEW Emergency Salary or Benefit Advances (a), (b) NEW Accountant and Financial Management Counselling 63.07 Excluded Provisions, (a), Alternate Provisions, (b), (c) NEW 63.X1 (a), (b) NEW 63.X2
<b>Article 66</b>	<b>Duration</b> 66.01
<b>NEW Article</b>	<b>Whistleblowing</b>
<b>NEW Article</b>	<b>Term Employment</b>
<b>NEW Article</b>	<b>Domestic Violence Leave</b>
<b>NEW Article/ MOU</b>	<b>Preparation Time for Slaughterhouse Inspectors</b>
<b>NEW Article</b>	<b>Meat Hygiene Allowance</b>
<b>NEW Article</b>	<b>Social Justice Fund</b>
<b>NEW Article</b>	<b>No Contracting Out</b>
<b>Appendix A</b>	<b>Rates of Pay and Pay Notes</b>
<b>Appendix B</b>	<b>Employment Transition Policy</b> Application Policy Definitions Affected employee, Alternation, Education Allowance, NEW Geographical Area, Guarantee of a reasonable job offer, Reasonable job offer, Retraining NEW 1.1.7 NEW 1.1.9 (a), (b), (c), (d), (e) 1.1.29 NEW (o) NEW 2.1.5 (a), (b), (c) Part III Excluded Provisions 4.1.2 4.1.3 6.1.1 6.2 6.4.1 (c) Annex A

<b>Appendix C</b>	<b>Vacation Conversion Table</b> Table B
<b>Appendix D</b>	<b>Memorandum of Understanding – Retention Allowance for Compensation Advisors</b>
<b>Appendix E</b>	<b>Memorandum of Understanding – Incentives for the Recruitment and Retention of Compensation Advisors</b>
<b>Appendix F</b>	<b>Memorandum of Understanding – Hours of Work</b>
<b>Appendix G</b>	<b>Memorandum of Understanding – Wash-up Time</b>
<b>Appendix H</b>	<b>Memorandum of Understanding – Employee Wellness</b>
<b>NEW Appendix</b>	<b>Memorandum of Understanding – Joint Learning Program</b>
<b>NEW Appendix</b>	<b>Memorandum of Understanding – Mental Health in the Workplace</b>
<b>NEW Appendix</b>	<b>Memorandum of Understanding – Childcare</b>
<b>NEW Appendix</b>	<b>Memorandum of Understanding – Collective Agreement Implementation</b>

A more detailed summary of the issues is also provided below. In that summary, proposed changes are highlighted in ***bold italic text*** and signify changes to the existing collective agreement. Where deletions are proposed, the words are identified by a ~~strike through~~ of existing text.

A significant number of the Bargaining Agent's demands are related to an overarching proposal to reduce the standard work week for employees classified in the General Labour and Trades (GL) and General Services (GS) occupational groups from the current 40 hours to 37.5 hours. For ease of reference and consideration, the articles related to this overarching demand have been collected and addressed under the heading of **General Labour and Trades (GL) and General Services (GS) occupational groups**.

## **GENERAL LABOUR AND TRADES (GL) AND GENERAL SERVICES (GS) OCCUPATIONAL GROUPS**

As is evident from the occupational group titles, and as outlined in the group definitions found in Appendix B, employees in these occupational groups perform labour, trade and general service related functions. At the CFIA, this workforce performs duties such as those performed by animal care workers, general farm workers, electricians, and shippers and receivers.

What the Bargaining Agent is proposing is not precedent setting *per se*. In 1999 the Canada Revenue Agency (CRA) reduced the work week of its GL/GS workforce. However, it is the submission of the Employer that the fact that one other federal employer reduced the work week for the same occupational group is not sufficient reason for this Employer to do the same. The operational realities of the CRA are much different than those of the CFIA.

The 40 hour standard work week assigned to this workforce is consistent with that of other employees in the same classification group in the federal public service including employees at Parks Canada and, as of March 2018, just over 7,200 indeterminate General Labour and Trades and General Service employees in the core public administration.

The Bargaining Agent submitted in their Form 11 request for conciliation that there should be no loss of annual income as a result of their proposed change. While the suggestion that maintaining the same annual income does not increase costs for the Employer because the annual expenditure is not increasing may at first glance seem logical, in reality it is misleading. Based on the Bargaining Agent's proposal, employees in these groups would receive the same pay for fewer hours of work, which naturally increases the value of the hourly rate of pay. The Employer has calculated the value of the one half (1/2) hour per day this workforce would no longer be working to be worth approximately 6.7% annually, which is difficult to justify in this environment of fiscal restraint. Based on the October 2018 payroll for employees in the General

Labour and Trades and the General Services groups, the dollar value of this proposal is estimated at close to \$244,000 annually.

The current rates of pay for this workforce are expressed as an hourly salary. Even if the Employer were to consider the Union's proposal to modify the work week, its position would logically be to maintain the current hourly rates of pay. It would be reasonable to expect a reduction to the annual income that corresponds to any reduction to the standard work week.

Further, without an operational feasibility study conducted, the Employer cannot determine whether overtime costs would increase. If the one half (1/2) hour per day reduced from the standard work week were to be compensated as overtime, the additional cost is estimated to be at least \$365,000 per year (based on October 2018 population).

While PSAC did not provide a complete breakdown as to the articles and clauses that would be impacted by this proposal, the outstanding items related to this demand are as follows:

Article	CPA Bargaining Unit
Article 2 - Interpretations and Definitions	Excluded/Alternate Provisions 2.01 (f), (r), (x), (aa), (bb), (cc), (dd), (ee), (ff)
Article 24 - Hours of Work	Excluded/Alternate Provisions GL/GS 24.04 GL/GS 24.05 GL/GS 24.06 24.12 24.14(c), (d) 24.15(b), (d)(ii) to (iii)
Article 26 - Shift Premium	Excluded Provisions 26.01 26.02
Article 27 - Overtime	27.01 (c)
Article 31 - Designated Paid Holidays	31.05 (c)
Article 33 - Travelling Time	Excluded/Alternate Provisions 33.07 (c), (d)
Article 37 - Leave General	Excluded/Alternate Provisions 37.01 (b)



Article 38 - Vacation Leave With Pay	Excluded/Alternate Provisions 38.02 (b)(i) to (vii), (d), (e) 38.13 (c), (d) 38.14
Article 39 - Sick Leave With Pay	Excluded/Alternate Provisions 39.01 (b), (d) 39.04 (b)
Article 40 - Medical Appointment for Pregnant Employees	40.01
Article 48 - Marriage Leave With Pay	Excluded/Alternate Provisions 48.01 (b) 48.02 (b)
Article 54 - Leave With or Without Pay for Other Reasons	54.02 (b) 54.03 (b)
Article 61 - Part-Time Employees	Excluded/Alternate Provisions 61.02 (b) 61.04 (b) 61.08 (b) 61.10 (b)
Appendix C – Vacation Conversion Table	Table B

The Employer respectfully requests that the Commission not recommend this overarching Bargaining Agent demand, and by extension all of the proposals above, in its report.

The outstanding items related to this demand are as follows:

**ARTICLE 2 – INTERPRETATIONS AND DEFINITIONS**

<b>Collective Agreement</b>	<b>Bargaining Agent Position</b>
<p><b>Excluded Provisions</b></p> <p>Sub-clauses 2.01(f), (r) and (x) do not apply to bargaining unit employees classified as GL or GS.</p> <p><b>Alternate Provisions</b></p> <p>Sub-clauses 2.01(aa), (bb), (cc), (dd), (ee) and (ff) apply only to bargaining unit employees classified as GL or GS.</p>	<p><del>Excluded Provisions</del></p> <p><del>Sub-clauses 2.01(f), (r) and (x) do not apply to bargaining unit employees classified as GL or GS.</del></p> <p><del>Alternate Provisions</del></p> <p><del>Sub-clauses 2.01(aa), (bb), (cc), (dd), (ee) and (ff) apply only to bargaining unit employees classified as GL or GS.</del></p>

**ARTICLE 2 – INTERPRETATIONS AND DEFINITIONS (cont.)**

Collective Agreement	Bargaining Agent Position
<p><b>2.01 Alternate Provisions</b></p> <p>(aa) “annual rate of pay” means the employee’s weekly rate of pay multiplied by fifty-two decimal one seven six (52.176); (taux de rémunération annuel)</p> <p>(bb) “daily rate of pay” means an employee’s hourly rate of pay times the employee’s normal number of hours of work per day; (taux de rémunération journalier)</p> <p>(cc) “weekly rate of pay” means the employee’s daily rate of pay multiplied by five (5); (taux de rémunération hebdomadaire)</p> <p>(dd) "overtime" (heures supplémentaires) means:</p> <p>(i) in the case of a full-time employee, authorized work in excess of the employee’s scheduled hours of work; or</p> <p>(ii) in the case of a part-time employee, authorized work in excess of eight (8) hours per day or forty (40) hours per week, but does not include time worked on a holiday; or</p> <p>(iii) in the case of a part-time employee whose normal scheduled hours of work are in excess of eight (8) hours per day in accordance with the Variable Hours of Work provisions, clauses 24.12 to 24.15, authorized work in excess of those normal scheduled daily hours or an average of forty (40) hours per week;</p> <p>(ee) “rate of pay” means the basic rate of pay as specified in Appendix “A” and includes supervisory differential; (taux de rémunération)</p>	<p><del><b>2.01 Alternate Provisions</b></del></p> <p><del>(aa) “annual rate of pay” means the employee’s weekly rate of pay multiplied by fifty-two decimal one seven six (52.176); (taux de rémunération annuel)</del></p> <p><del>(bb) “daily rate of pay” means an employee’s hourly rate of pay times the employee’s normal number of hours of work per day; (taux de rémunération journalier)</del></p> <p><del>(cc) “weekly rate of pay” means the employee’s daily rate of pay multiplied by five (5); (taux de rémunération hebdomadaire)</del></p> <p><del>(dd) "overtime" (heures supplémentaires) means:</del></p> <p><del>(i) in the case of a full-time employee, authorized work in excess of the employee’s scheduled hours of work; or</del></p> <p><del>(ii) in the case of a part-time employee, authorized work in excess of eight (8) hours per day or forty (40) hours per week, but does not include time worked on a holiday; or</del></p> <p><del>(iii) in the case of a part-time employee whose normal scheduled hours of work are in excess of eight (8) hours per day in accordance with the Variable Hours of Work provisions, clauses 24.12 to 24.15, authorized work in excess of those normal scheduled daily hours or an average of forty (40) hours per week;</del></p> <p><del>(ee) “rate of pay” means the basic rate of pay as specified in Appendix “A” and includes supervisory differential; (taux de rémunération)</del></p>

**ARTICLE 2 – INTERPRETATIONS AND DEFINITIONS (cont.)**

Collective Agreement	Bargaining Agent Position
(ff) “week” means a period of seven (7) consecutive days beginning at 00:01 hours Monday morning and ending at 24:00 hours the following Sunday night; (semaine)	<del>(ff) “week” means a period of seven (7) consecutive days beginning at 00:01 hours Monday morning and ending at 24:00 hours the following Sunday night; (semaine)</del>

**ARTICLE 24 – HOURS OF WORK**

Collective Agreement	Bargaining Agent Position
<p><b>Excluded Provisions</b></p> <p>Clauses 24.04, 24.05 and 24.06 do not apply to bargaining unit employees classified as GL or GS.</p> <p><b>Alternate Provisions</b></p> <p>Clauses GL/GS 24.04, GL/GS 24.05, and GL/GS 24.06 apply only to bargaining unit employees classified as GL or GS.</p>	<p><del><b>Excluded Provisions</b></del></p> <p><del>Clauses 24.04, 24.05 and 24.06 do not apply to bargaining unit employees classified as GL or GS.</del></p> <p><del><b>Alternate Provisions</b></del></p> <p><del>Clauses GL/GS 24.04, GL/GS 24.05, and GL/GS 24.06 apply only to bargaining unit employees classified as GL or GS.</del></p>
<p><b>GL/GS 24.04</b></p> <p>Except as provided for in clause GL/GS 24.05, the normal work week shall be forty (40) hours exclusive of lunch periods, comprising five (5) consecutive days of eight (8) hours each, unless otherwise agreed in consultation with the Union and the Employer at the appropriate level.</p>	<p><del><b>GL/GS 24.04</b></del></p> <p><del>Except as provided for in clause GL/GS 24.05, the normal work week shall be forty (40) hours exclusive of lunch periods, comprising five (5) consecutive days of eight (8) hours each, unless otherwise agreed in consultation with the Union and the Employer at the appropriate level.</del></p>
<p><b>GL/GS 24.05</b></p> <p>For employees who work on a rotating or irregular basis:</p> <p>(a) Normal hours of work shall be scheduled so that employees work:</p> <p>(i) an average of forty (40) hours per week and an average of five (5) days per week; and</p>	<p><del><b>GL/GS 24.05</b></del></p> <p><del>For employees who work on a rotating or irregular basis:</del></p> <p><del>(a) Normal hours of work shall be scheduled so that employees work:</del></p> <p><del>(i) an average of forty (40) hours per week and an average of five (5) days per week; and</del></p>

**ARTICLE 24 – HOURS OF WORK (cont.)**

Collective Agreement	Bargaining Agent Position
<p><b>Excluded Provisions</b></p> <p>Clauses 24.04, 24.05 and 24.06 do not apply to bargaining unit employees classified as GL or GS.</p> <p><b>Alternate Provisions</b></p> <p>Clauses GL/GS 24.04, GL/GS 24.05, and GL/GS 24.06 apply only to bargaining unit employees classified as GL or GS.</p>	<p><del>Excluded Provisions</del></p> <p><del>Clauses 24.04, 24.05 and 24.06 do not apply to bargaining unit employees classified as GL or GS.</del></p> <p><del>Alternate Provisions</del></p> <p><del>Clauses GL/GS 24.04, GL/GS 24.05, and GL/GS 24.06 apply only to bargaining unit employees classified as GL or GS.</del></p>
<p><b>GL/GS 24.04</b></p> <p>Except as provided for in clause GL/GS 24.05, the normal work week shall be forty (40) hours exclusive of lunch periods, comprising five (5) consecutive days of eight (8) hours each, unless otherwise agreed in consultation with the Union and the Employer at the appropriate level.</p>	<p><del>GL/GS 24.04</del></p> <p><del>Except as provided for in clause GL/GS 24.05, the normal work week shall be forty (40) hours exclusive of lunch periods, comprising five (5) consecutive days of eight (8) hours each, unless otherwise agreed in consultation with the Union and the Employer at the appropriate level.</del></p>
<p><b>GL/GS 24.05</b></p> <p>For employees who work on a rotating or irregular basis:</p> <p>(a) Normal hours of work shall be scheduled so that employees work:</p> <p>(i) an average of forty (40) hours per week and an average of five (5) days per week; and</p>	<p><del>GL/GS 24.05</del></p> <p><del>For employees who work on a rotating or irregular basis:</del></p> <p><del>(a) Normal hours of work shall be scheduled so that employees work:</del></p> <p><del>(i) an average of forty (40) hours per week and an average of five (5) days per week; and</del></p>

**ARTICLE 24 – HOURS OF WORK (cont.)**

Collective Agreement	Bargaining Agent Position
<p>(ii) either eight (8) hours per day; or</p> <p>(iii) an average of eight (8) hours per day where so agreed between the Employer and the majority of the employees affected;</p> <p>(iv) subject to the operational requirements of the service, an employee's days of rest shall be consecutive and not less than two (2).</p>	<p><del>(ii) either eight (8) hours per day; or</del></p> <p><del>(iii) an average of eight (8) hours per day where so agreed between the Employer and the majority of the employees affected;</del></p> <p><del>(iv) subject to the operational requirements of the service, an employee's days of rest shall be consecutive and not less than two (2).</del></p>
<p>(b) Every reasonable effort shall be made by the Employer:</p> <p>(i) not to schedule the commencement of a shift within eight (8) hours of the completion of the employee's previous shift;</p> <p>(ii) to avoid excessive fluctuations in hours of work;</p> <p>(iii) to consider the wishes of the majority of employees concerned in the arrangement of shifts within a shift schedule;</p> <p>(iv) to arrange shifts over a period of time not exceeding two (2) months and to post schedules at least seven (7) days in advance of the starting date of the new schedule.</p>	<p><del>(b) Every reasonable effort shall be made by the Employer:</del></p> <p><del>(i) not to schedule the commencement of a shift within eight (8) hours of the completion of the employee's previous shift;</del></p> <p><del>(ii) to avoid excessive fluctuations in hours of work;</del></p> <p><del>(iii) to consider the wishes of the majority of employees concerned in the arrangement of shifts within a shift schedule;</del></p> <p><del>(iv) to arrange shifts over a period of time not exceeding two (2) months and to post schedules at least seven (7) days in advance of the starting date of the new schedule</del></p>
<p>GL/GS 24.06</p> <p>(a) Notwithstanding the provisions of this Article, upon request of an employee and the concurrence of the Employer, an employee may complete his or her weekly hours of employment in a period other than five (5) full days provided that over a period to be determined by the Employer in consultation with the Union, the employee works an average of forty (40) hours per week. As part of the provisions of this clause, attendance reporting shall be mutually agreed between the employee and the Employer. In every such period an employee shall be granted days of rest on such days as are not scheduled as a normal work day for the employee.</p>	<p><del>GL/GS 24.06</del></p> <p><del>(a) Notwithstanding the provisions of this Article, upon request of an employee and the concurrence of the Employer, an employee may complete his or her weekly hours of employment in a period other than five (5) full days provided that over a period to be determined by the Employer in consultation with the Union, the employee works an average of forty (40) hours per week. As part of the provisions of this clause, attendance reporting shall be mutually agreed between the employee and the Employer. In every such period an employee shall be granted days of rest on such days as are not scheduled as a normal work day for the employee.</del></p>

**ARTICLE 24 – HOURS OF WORK (cont.)**

Collective Agreement	Bargaining Agent Position
<p><b>24.12</b> The terms and conditions governing the administration of variable hours of work implemented pursuant to paragraphs 24.05(a) (iii) and GL/GS 24.05(a)(iii), and clauses 24.06 and GL/GS 24.06 are specified in clauses 24.12 to 24.15. This Agreement is modified by these provisions to the extent specified herein.</p>	<p><b>24.12</b> The terms and conditions governing the administration of variable hours of work implemented pursuant to paragraphs <del>24.05(a) (iii) and GL/GS 24.05(a)(iii)</del>, and clauses 24.06 and <del>GL/GS 24.06</del> are specified in clauses 24.12 to 24.15. This Agreement is modified by these provisions to the extent specified herein.</p>
<p><b>24.14</b> <b>Sub-clauses 24.14(a) and (b) do not apply to bargaining unit employees classified as GL or GS.</b></p> <p>(a) The scheduled hours of work of any day, may exceed or be less than seven decimal five (7.5) hours; starting and finishing times, meal breaks and rest periods shall be determined according to operational requirements as determined by the Employer and the daily hours of work shall be consecutive.</p> <p>(b) Such schedules shall provide an average of thirty-seven decimal five (37.5) hours of work per week over the life of the schedule. The maximum life of a schedule for day shift workers shall be twenty-eight (28) days. The maximum life of a shift schedule for shift workers shall be one hundred and twenty-six (126) days.</p> <p><b>Sub-clauses 24.14(c) and (d) apply only to bargaining unit employees classified as GL or GS.</b></p> <p>(c) The scheduled hours of work of any day, may exceed or be less than eight (8) hours; starting and finishing times, meal breaks and rest periods shall be determined according to operational requirements as determined by the Employer and the daily hours of work shall be consecutive.</p>	<p><b>24.14</b> <del><b>Sub-clauses 24.14(a) and (b) do not apply to bargaining unit employees classified as GL or GS.</b></del></p> <p>(a) The scheduled hours of work of any day, may exceed or be less than seven decimal five (7.5) hours; starting and finishing times, meal breaks and rest periods shall be determined according to operational requirements as determined by the Employer and the daily hours of work shall be consecutive.</p> <p>(b) Such schedules shall provide an average of thirty-seven decimal five (37.5) hours of work per week over the life of the schedule. The maximum life of a schedule for day shift workers shall be twenty-eight (28) days. The maximum life of a shift schedule for shift workers shall be one hundred and twenty-six (126) days.</p> <p><del><b>Sub-clauses 24.14(c) and (d) apply only to bargaining unit employees classified as GL or GS.</b></del></p> <p><del>The scheduled hours of work of any day, may exceed or be less than eight (8) hours; starting and finishing times, meal breaks and rest periods shall be determined according to operational requirements as determined by the Employer and the daily hours of work shall be consecutive.</del></p>

**ARTICLE 24 – HOURS OF WORK (cont.)**

Collective Agreement	Bargaining Agent Position
<p>(d) Such schedules shall provide an average of forty (40) hours of work per week over the life of the schedule. The maximum life of a schedule for day shift workers shall be twenty-eight (28) days. The maximum life of a shift schedule for shift workers shall be one hundred and twenty-six (126) days.</p>	<p><del>(d) Such schedules shall provide an average of forty (40) hours of work per week over the life of the schedule. The maximum life of a schedule for day shift workers shall be twenty-eight (28) days. The maximum life of a shift schedule for shift workers shall be one hundred and twenty-six (126) days.</del></p>
<p><b>24.15</b> For greater certainty, the following provisions of this Agreement shall be administered as provided herein:</p> <p>(a) Interpretation and Definitions (clause 2.01) “Daily rate of pay” – shall not apply.</p> <p>(b) Minimum Number of Hours Between Shifts Paragraphs 24.05 (b)(i) and GL/GS 24.05 (b)(i), relating to the minimum period between the termination and commencement of the employee's next shift, shall not apply.</p> <p>(c) Exchange of Shifts (clause 24.03) On exchange of shifts between employees, the Employer shall pay as if no exchange had occurred.</p> <p>(d) Designated Paid Holidays (clause 31.05) <b>Paragraph 24.15(d)(i) does not apply to bargaining unit employees classified as GL or GS.</b></p> <p>(i) A designated paid holiday shall account for seven decimal five (7.5) hours.</p>	<p><b>24.15</b> For greater certainty, the following provisions of this Agreement shall be administered as provided herein:</p> <p>(a) Interpretation and Definitions (clause 2.01) “Daily rate of pay” – shall not apply.</p> <p>(b) Minimum Number of Hours Between Shifts Paragraphs 24.05 (b)(i) and <del>GL/GS 24.05 (b)(i)</del>, relating to the minimum period between the termination and commencement of the employee's next shift, shall not apply.</p> <p>(c) Exchange of Shifts (clause 24.03) On exchange of shifts between employees, the Employer shall pay as if no exchange had occurred.</p> <p>(d) Designated Paid Holidays (clause 31.05) <del><b>Paragraph 24.15(d)(i) does not apply to bargaining unit employees classified as GL or GS.</b></del></p> <p>(i) A designated paid holiday shall account for seven decimal five (7.5) hours.</p>



**ARTICLE 24 – HOURS OF WORK (cont.)**

Collective Agreement	Bargaining Agent Position
<p><b>Paragraph 24.15(d)(ii) applies only to bargaining unit employees classified as GL or GS.</b></p> <p>(ii) A designated paid holiday shall account for eight (8) hours.</p> <p>(iii) When an employee works on a designated paid holiday, the employee shall be compensated, in addition to the pay for the hours specified in paragraphs (i) and (ii), at time and one-half (1.5) up to his or her regular scheduled hours worked and at double (2) time for all hours worked in excess of his or her regular scheduled hours.</p>	<p><del>Paragraph 24.15(d)(ii) applies only to bargaining unit employees classified as GL or GS.</del></p> <p>(ii) A designated paid holiday shall account for eight (8) hours.</p> <p>(iii) When an employee works on a designated paid holiday, the employee shall be compensated, in addition to the pay for the hours specified in paragraphs (i) <del>and (ii)</del>, at time and one-half (1.5) up to his or her regular scheduled hours worked and at double (2) time for all hours worked in excess of his or her regular scheduled hours.</p>

**ARTICLE 26 – SHIFT PREMIUMS**

Collective Agreement	Bargaining Agent Position
<p><b>Excluded provisions</b></p> <p><b>This Article does not apply to employees on day work, covered by clauses 24.04 or GL/GS 24.04.</b></p>	<p><del>Excluded provisions</del></p> <p><del>This Article does not apply to employees on day work, covered by clauses 24.04 or GL/GS 24.04.</del></p>

**ARTICLE 27 – OVERTIME**

Collective Agreement	Bargaining Agent Position
<p><b>27.01</b></p> <p><b>Sub-clause 27.01(b) does not apply to bargaining unit employees classified as GL or GS.</b></p>	<p><b>27.01</b></p> <p><del>Sub-clause 27.01(b) does not apply to bargaining unit employees classified as GL or GS.</del></p>

**ARTICLE 27 – OVERTIME (cont.)**

Collective Agreement	Bargaining Agent Position
<p>(b) double (2) time for each hour of overtime worked after fifteen (15) hours' work in any twenty-four (24) hour period or after seven decimal five (7.5) hours' work on the employee's first (1<sup>st</sup>) day of rest, and for all hours worked on the second (2<sup>nd</sup>) or subsequent day of rest. Second (2<sup>nd</sup>) or subsequent day of rest means the second (2<sup>nd</sup>) or subsequent day in an unbroken series of consecutive and contiguous calendar days of rest;</p> <p><b>Sub-clause 27.01 (c) applies only to bargaining unit employees classified as GL or GS.</b></p> <p>(c) double (2) time for each hour of overtime worked after sixteen (16) hours' work in any twenty-four (24) hour period or after eight (8) hours' work on the employee's first (1<sup>st</sup>) day of rest, and for all hours worked on the second (2<sup>nd</sup>) or subsequent day of rest. Second (2<sup>nd</sup>) or subsequent day of rest means the second (2<sup>nd</sup>) or subsequent day in an unbroken series of consecutive and contiguous calendar days of rest.</p>	<p>(b) double (2) time for each hour of overtime worked after fifteen (15) hours' work in any twenty-four (24) hour period or after seven decimal five (7.5) hours' work on the employee's first (1<sup>st</sup>) day of rest, and for all hours worked on the second (2<sup>nd</sup>) or subsequent day of rest. Second (2<sup>nd</sup>) or subsequent day of rest means the second (2<sup>nd</sup>) or subsequent day in an unbroken series of consecutive and contiguous calendar days of rest;</p> <p><del><b>Sub-clause 27.01 (c) applies only to bargaining unit employees classified as GL or GS.</b></del></p> <p><del>(c) double (2) time for each hour of overtime worked after sixteen (16) hours' work in any twenty-four (24) hour period or after eight (8) hours' work on the employee's first (1<sup>st</sup>) day of rest, and for all hours worked on the second (2<sup>nd</sup>) or subsequent day of rest. Second (2<sup>nd</sup>) or subsequent day of rest means the second (2<sup>nd</sup>) or subsequent day in an unbroken series of consecutive and contiguous calendar days of rest.</del></p>

**ARTICLE 31 – DESIGNATED PAID HOLIDAYS**

Collective Agreement	Bargaining Agent Position
<p><b>31.05</b></p> <p>(c) Notwithstanding sub-clauses 31.05(a) and (b), when an employee works on a designated paid holiday contiguous to a day of rest on which he or she also worked and received overtime in accordance with sub-clause 27.01(b)</p>	<p><b>31.05</b></p> <p>(c) Notwithstanding sub-clauses 31.05(a) and (b), when an employee works on a designated paid holiday contiguous to a day of rest on which he or she also worked and received overtime in accordance with sub-clause 27.01(b) or</p>

**ARTICLE 31 – DESIGNATED PAID HOLIDAYS (cont.)**

Collective Agreement	Bargaining Agent Position
<p>or (c), he or she shall be paid in addition to the pay that he or she would have been granted had he or she not worked on the holiday, two (2) times his or her hourly rate of pay for all time worked.</p>	<p><del>(c),</del> he or she shall be paid in addition to the pay that he or she would have been granted had he or she not worked on the holiday, two (2) times his or her hourly rate of pay for all time worked.</p>

**ARTICLE 33 – TRAVELLING TIME**

Collective Agreement	Bargaining Agent Position
<p><b>Excluded Provisions</b>                      Sub-clauses 33.07(a) and (b) do not apply to bargaining unit employees classified as GL or GS.</p> <p><b>Alternate Provisions</b>                      Sub-clauses 33.07(c) and (d) apply only to bargaining unit employees classified as GL or GS.</p>	<p><b>Excluded Provisions</b>  <del>Sub-clauses 33.07(a) and (b) do not apply to bargaining unit employees classified as GL or GS.</del></p> <p><b>Alternate Provisions</b>  <del>Sub-clauses 33.07(c) and (d) apply only to bargaining unit employees classified as GL or GS.</del></p>
<p><b>33.07</b>                      (c) An employee who is required to travel outside his or her headquarters area on government business, as these expressions are defined by the Employer, and is away from his or her permanent residence for forty (40) nights during a fiscal year shall be granted sixteen (16) hours off with pay. The employee shall be credited with an additional eight (8) hours off for each additional twenty (20) nights that the employee is away from his or her permanent residence to a maximum of sixty (60) nights.</p> <p>(d) The maximum number of hours off earned under this clause shall not exceed forty (40) hours in a fiscal year and shall accumulate as compensatory leave with pay.</p>	<p><b>33.07</b>  <del>(c) An employee who is required to travel outside his or her headquarters area on government business, as these expressions are defined by the Employer, and is away from his or her permanent residence for forty (40) nights during a fiscal year shall be granted sixteen (16) hours off with pay. The employee shall be credited with an additional eight (8) hours off for each additional twenty (20) nights that the employee is away from his or her permanent residence to a maximum of sixty (60) nights.</del></p> <p><del>(d) The maximum number of hours off earned under this clause shall not exceed forty (40) hours in a fiscal year and shall accumulate as compensatory leave with pay.</del></p>

**ARTICLE 37 – LEAVE GENERAL**

Collective Agreement	Bargaining Agent Position
<p><b>Excluded Provision</b>                      Sub-clause 37.01(a) does not apply to bargaining unit employees classified as GL or GS.</p>	<p><del><b>Excluded Provision</b>                      Sub-clause 37.01(a) does not apply to bargaining unit employees classified as GL or GS.</del></p>
<p><b>Alternate Provision</b>                      Sub-clause 37.01(b) applies only to bargaining unit employees classified as GL or GS.</p>	<p><del><b>Alternate Provision</b>                      Sub-clause 37.01(b) applies only to bargaining unit employees classified as GL or GS.</del></p>

**ARTICLE 38 – VACATION LEAVE WITH PAY**

Collective Agreement	Bargaining Agent Position
<p><b>Excluded Provision</b>                      Sub-clauses 38.02(a), 38.13(a) and 38.13(b) do not apply to bargaining unit employees classified as GL or GS.</p> <p><b>Alternate Provision</b>                      Sub-clauses 38.02(b), 38.13(c) and 38.13(d) apply only to bargaining unit employees classified as GL or GS.</p>	<p><del><b>Excluded Provision</b>                      Sub-clauses 38.02(a), 38.13(a) and 38.13(b) do not apply to bargaining unit employees classified as GL or GS.</del></p> <p><del><b>Alternate Provision</b>                      Sub-clauses 38.02(b), 38.13(c) and 38.13(d) apply only to bargaining unit employees classified as GL or GS.</del></p>
<p><b>38.02</b>                      (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:</p> <p>(i) ten (10) hours until the month in which the anniversary of the employee's eighth (8<sup>th</sup>) year of service occurs;</p> <p>(ii) thirteen decimal three three (13.33) hours commencing with the month in which the employee's eighth (8<sup>th</sup>) anniversary of service occurs;</p>	<p><del><b>38.02</b>                      (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:</del></p> <p><del>(i) ten (10) hours until the month in which the anniversary of the employee's eighth (8<sup>th</sup>) year of service occurs;</del></p> <p><del>(ii) thirteen decimal three three (13.33) hours commencing with the month in which the employee's eighth (8<sup>th</sup>) anniversary of service occurs;</del></p>

**ARTICLE 38 – VACATION LEAVE WITH PAY (cont.)**

Collective Agreement	Bargaining Agent Position
<p>(iii) fourteen decimal six seven (14.67) hours commencing with the month in which the employee's sixteenth (16<sup>th</sup>) anniversary of service occurs;</p> <p>(iv) fifteen decimal three three (15.33) hours commencing with the month in which the employee's seventeenth (17<sup>th</sup>) anniversary of service occurs;</p> <p>(v) sixteen decimal six seven (16.67) hours commencing with the month in which the employee's eighteenth (18<sup>th</sup>) anniversary of service occurs;</p> <p>(vi) eighteen (18) hours commencing with the months in which the employee's twenty-seventh (27<sup>th</sup>) anniversary of service occurs;</p> <p>(vii) twenty (20) hours commencing with the month in which the employee's twenty-eighth (28<sup>th</sup>) anniversary of service occurs;</p>	<p><del>(iii) fourteen decimal six seven (14.67) hours commencing with the month in which the employee's sixteenth (16<sup>th</sup>) anniversary of service occurs;</del></p> <p><del>(iv) fifteen decimal three three (15.33) hours commencing with the month in which the employee's seventeenth (17<sup>th</sup>) anniversary of service occurs;</del></p> <p><del>(v) sixteen decimal six seven (16.67) hours commencing with the month in which the employee's eighteenth (18<sup>th</sup>) anniversary of service occurs;</del></p> <p><del>(vi) eighteen (18) hours commencing with the months in which the employee's twenty-seventh (27<sup>th</sup>) anniversary of service occurs;</del></p> <p><del>(vii) twenty (20) hours commencing with the month in which the employee's twenty-eighth (28<sup>th</sup>) anniversary of service occurs;</del></p>
<p>38.13 (c) Where in any vacation year, an employee has not been granted all of the vacation leave credited to him or her, the unused portion of his or her vacation leave up to a maximum of two hundred and eighty (280) hours credits shall be carried over into the following vacation year. All vacation leave credits in excess of two hundred and eighty (280) hours shall be automatically paid at his or her hourly rate of pay as calculated from the classification prescribed in his or her certificate of appointment of his or her substantive position on the last day of the vacation year.</p>	<p>38.13 <del>(c) Where in any vacation year, an employee has not been granted all of the vacation leave credited to him or her, the unused portion of his or her vacation leave up to a maximum of two hundred and eighty (280) hours credits shall be carried over into the following vacation year. All vacation leave credits in excess of two hundred and eighty (280) hours shall be automatically paid at his or her hourly rate of pay as calculated from the classification prescribed in his or her certificate of appointment of his or her substantive position on the last day of the vacation year.</del></p>

**ARTICLE 38 – VACATION LEAVE WITH PAY (cont.)**

Collective Agreement	Bargaining Agent Position
<p>(d) Notwithstanding sub-clause 38.13(c), if on the date of signing of this Agreement or on the date an employee becomes subject to this Agreement, he or she has more than two hundred and eighty (280) hours of unused vacation leave credits earned during previous years, a minimum of eighty (80) hours per year shall be granted, or paid by March 31st of each year, until all vacation leave credits in excess of two hundred and eighty (280) hours have been liquidated. Payment shall be in one installment per year, and shall be at his or her hourly rate of pay as calculated from the classification prescribed in his or her certificate of appointment of his or her substantive position on March 31st of the applicable previous vacation year.</p>	<p><del>(d) Notwithstanding sub-clause 38.13(c), if on the date of signing of this Agreement or on the date an employee becomes subject to this Agreement, he or she has more than two hundred and eighty (280) hours of unused vacation leave credits earned during previous years, a minimum of eighty (80) hours per year shall be granted, or paid by March 31st of each year, until all vacation leave credits in excess of two hundred and eighty (280) hours have been liquidated. Payment shall be in one installment per year, and shall be at his or her hourly rate of pay as calculated from the classification prescribed in his or her certificate of appointment of his or her substantive position on March 31st of the applicable previous vacation year.</del></p>
<p>38.14 During any vacation year, upon application by the employee and at the discretion of the Employer, earned but unused vacation leave credits in excess of one hundred and twelve decimal five (112.5) hours, or one hundred and twenty (120) hours where the standard work week is forty (40) hours per week, may be paid at the employee's hourly rate of pay as calculated from the classification prescribed in the employee's certificate of appointment of the employee's substantive position on March 31st of the previous vacation year.</p>	<p>38.14 During any vacation year, upon application by the employee and at the discretion of the Employer, earned but unused vacation leave credits in excess of one hundred and twelve decimal five (112.5) hours, <del>or one hundred and twenty (120) hours where the standard work week is forty (40) hours per week,</del> may be paid at the employee's hourly rate of pay as calculated from the classification prescribed in the employee's certificate of appointment of the employee's substantive position on March 31st of the previous vacation year.</p>

**ARTICLE 39 – SICK LEAVE WITH PAY**

Collective Agreement	Bargaining Agent Position
<p><b>Excluded Provisions</b></p> <p>Sub-clauses 39.01(a), 39.01(c) and 39.04(a) do not apply to bargaining unit employees classified as GL or GS.</p> <p><b>Alternate Provisions</b></p> <p>Sub-clauses 39.01(b), 39.01(d) and 39.04(b) apply only to bargaining unit employees classified as GL or GS.</p>	<p><del>Excluded Provisions</del></p> <p><del>Sub-clauses 39.01(a), 39.01(c) and 39.04(a) do not apply to bargaining unit employees classified as GL or GS.</del></p> <p><del>Alternate Provisions</del></p> <p><del>Sub-clauses 39.01(b), 39.01(d) and 39.04(b) apply only to bargaining unit employees classified as GL or GS.</del></p>
<p><b>Credits</b> <b>39.01</b></p> <p>(b) An employee shall earn sick leave credits at the rate of ten (10) hours for each calendar month for which the employee receives pay for at least eighty (80) hours.</p> <p>(d) A shift worker shall earn additional sick leave credits at the rate of one decimal three three (1.33) hours for each calendar month during which he or she works shifts and he or she receives pay for at least eighty (80) hours. Such credits shall not be carried over in the next fiscal year and are available only if the employee has already used one hundred and twenty (120) hours sick leave credits during the current fiscal year.</p>	<p><del>Credits</del> <del>39.01</del></p> <p><del>(b) An employee shall earn sick leave credits at the rate of ten (10) hours for each calendar month for which the employee receives pay for at least eighty (80) hours.</del></p> <p><del>(d) A shift worker shall earn additional sick leave credits at the rate of one decimal three three (1.33) hours for each calendar month during which he or she works shifts and he or she receives pay for at least eighty (80) hours. Such credits shall not be carried over in the next fiscal year and are available only if the employee has already used one hundred and twenty (120) hours sick leave credits during the current fiscal year.</del></p>
<p>(b) When an employee has insufficient or no credits to cover the granting of sick leave with pay under the provisions of clause 39.02, sick leave with pay may, at the discretion of the Employer, be granted to an employee for a period of up to two hundred (200) hours, subject to the deduction of such advanced leave from any sick leave credits subsequently earned with the Employer.</p>	<p><del>(b) When an employee has insufficient or no credits to cover the granting of sick leave with pay under the provisions of clause 38.02, sick leave with pay may, at the discretion of the Employer, be granted to an employee for a period of up to two hundred (200) hours, subject to the deduction of such advanced leave from any sick leave credits subsequently earned with the Employer.</del></p>

**ARTICLE 40 – MEDICAL APPOINTMENT FOR PREGNANT EMPLOYEES**

Collective Agreement	Bargaining Agent Position
<p><b>40.01</b> Up to three decimal seven five (3.75) hours, or four (4) hours where the standard work week is forty (40) hours per week, of reasonable time off with pay will be granted to pregnant employees for the purpose of attending routine medical appointments.</p>	<p><b>40.01</b> Up to three decimal seven five (3.75) hours, <del>or four (4) hours where the standard work week is forty (40) hours per week,</del> of reasonable time off with pay will be granted to pregnant employees for the purpose of attending routine medical appointments.</p>

**ARTICLE 48 – MARRIAGE LEAVE WITH PAY**

Collective Agreement	Bargaining Agent Position
<p><b>Excluded Provisions</b></p> <p><b>Sub-clauses 48.01(a) and 48.02(a) do not apply to bargaining unit employees classified as GL or GS.</b></p> <p><b>Alternate Provisions</b></p> <p><b>Sub-clauses 48.01(b) and 48.02(b) apply only to bargaining unit employees classified as GL or GS.</b></p>	<p><del><b>Excluded Provisions</b></del></p> <p><del><b>Sub-clauses 48.01(a) and 48.02(a) do not apply to bargaining unit employees classified as GL or GS.</b></del></p> <p><del><b>Alternate Provisions</b></del></p> <p><del><b>Sub-clauses 48.01(b) and 48.02(b) apply only to bargaining unit employees classified as GL or GS.</b></del></p>
<p><b>48.01</b></p> <p>(a) After the completion of one (1) year's continuous employment in the Public Service or the Canadian Food Inspection Agency, and providing an employee gives the Employer at least five (5) days' notice, the employee shall be granted up to thirty-seven decimal five (37.5) hours' marriage leave with pay for the purpose of getting married.</p> <p>(b) After the completion of one (1) year's continuous employment in the Public Service or the Canadian Food Inspection Agency, and providing an employee gives the Employer at least</p>	<p><b>48.01</b></p> <p>(a) After the completion of one (1) year's continuous employment in the Public Service or the Canadian Food Inspection Agency, and providing an employee gives the Employer at least five (5) days' notice, the employee shall be granted up to thirty-seven decimal five (37.5) hours' marriage leave with pay for the purpose of getting married.</p> <p><del>(b) After the completion of one (1) year's continuous employment in the Public Service or the Canadian Food Inspection Agency, and providing an employee gives the Employer at least five (5) days'</del></p>



**ARTICLE 48 – MARRIAGE LEAVE WITH PAY (cont.)**

Collective Agreement	Bargaining Agent Position
<p>five (5) days' notice, the employee shall be granted up to forty (40) hours' marriage leave with pay for the purpose of getting married.</p>	<p><del>notice, the employee shall be granted up to forty (40) hours' marriage leave with pay for the purpose of getting married.</del></p>
<p><b>48.02</b></p> <p>(a) Where same-sex marriage is not available and after the completion of one (1) year's continuous employment in the Public Service or the Canadian Food Inspection Agency, and providing an employee gives the Employer at least five (5) days' notice and a sworn affidavit certifying to the spousal union, the employee shall be granted up to thirty-seven decimal five (37.5) hours' marriage leave with pay for the purpose of participating in a public commitment ceremony with a person of the same sex.</p> <p>(b) Where same-sex marriage is not available and after the completion of one (1) year's continuous employment in the Public Service or the Canadian Food Inspection Agency, and providing an employee gives the Employer at least five (5) days' notice and a sworn affidavit certifying to the spousal union, the employee shall be granted up to forty (40) hours' marriage leave with pay for the purpose of participating in a public commitment ceremony with a person of the same sex.</p>	<p><b>48.02</b></p> <p><del>(a) Where same-sex marriage is not available and after the completion of one (1) year's continuous employment in the Public Service or the Canadian Food Inspection Agency, and providing an employee gives the Employer at least five (5) days' notice and a sworn affidavit certifying to the spousal union, the employee shall be granted up to thirty-seven decimal five (37.5) hours' marriage leave with pay for the purpose of participating in a public commitment ceremony with a person of the same sex.</del></p> <p><del>(b) Where same-sex marriage is not available and after the completion of one (1) year's continuous employment in the Public Service or the Canadian Food Inspection Agency, and providing an employee gives the Employer at least five (5) days' notice and a sworn affidavit certifying to the spousal union, the employee shall be granted up to forty (40) hours' marriage leave with pay for the purpose of participating in a public commitment ceremony with a person of the same sex.</del></p>

**ARTICLE 54 – LEAVE WITH OR WITHOUT PAY FOR OTHER REASONS**

Collective Agreement	Bargaining Agent Position
<p><b>54.02 Volunteer Leave</b></p> <p><b>Sub-clause 54.02(a) does not apply to bargaining unit employees classified as GL or GS.</b></p> <p><b>Sub-clause 54.02(b) applies only to bargaining unit employees classified as GL or GS.</b></p> <p>(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.</p>	<p><b>54.02 Volunteer Leave</b></p> <p><del>Sub-clause 54.02(a) does not apply to bargaining unit employees classified as GL or GS.</del></p> <p><del>Sub-clause 54.02(b) applies only to bargaining unit employees classified as GL or GS.</del></p> <p><del>(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.</del></p>
<p><b>54.03 Personal Leave</b></p> <p><b>Sub-clause 54.03(a) does not apply to bargaining unit employees classified as GL or GS.</b></p> <p><b>Sub-clause 54.03(b) applies only to bargaining unit employees classified as GL or GS.</b></p> <p>(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.</p>	<p><b>54.03 Personal Leave</b></p> <p><del>Sub-clause 54.03(a) does not apply to bargaining unit employees classified as GL or GS.</del></p> <p><del>Sub-clause 54.03(b) applies only to bargaining unit employees classified as GL or GS.</del></p> <p><del>(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.</del></p>

**ARTICLE 61 – PART-TIME EMPLOYEES**

Collective Agreement	Bargaining Agent Position
<p><b>General</b></p> <p><b>Sub-clause 61.02(a) does not apply to bargaining unit employees classified as GL or GS.</b></p> <p><b>61.02</b></p> <p>(a) Unless otherwise specified in this Article, part-time employees shall be entitled to the benefits provided under this Agreement in the same proportion as their normal weekly hours of work compared with thirty-seven decimal five (37.5).</p> <p><b>Sub-clause 61.02(b) applies only to bargaining unit employees classified as GL or GS.</b></p> <p>(b) Unless otherwise specified in this Article, part-time employees shall be entitled to the benefits provided under this Agreement in the same proportion as their normal weekly hours of work compared with forty (40).</p> <p><b>Sub-clause 61.04(a) does not apply to bargaining unit employees classified as GL or GS.</b></p> <p><b>61.04</b></p> <p>(a) The days of rest provisions of this Agreement apply only in a week when a part-time employee has worked five (5) days or thirty-seven decimal five (37.5) hours.</p> <p><b>Sub-clause 61.04(b) applies only to bargaining unit employees classified as GL or GS.</b></p> <p>(b) The days of rest provisions of this Agreement apply only in a week when a part-time employee has worked five (5) days or forty (40) hours.</p>	<p><b>General</b></p> <p><del><b>Sub-clause 61.02(a) does not apply to bargaining unit employees classified as GL or GS.</b></del></p> <p><b>61.02</b></p> <p>(a) Unless otherwise specified in this Article, part-time employees shall be entitled to the benefits provided under this Agreement in the same proportion as their normal weekly hours of work compared with thirty-seven decimal five (37.5).</p> <p><del><b>Sub-clause 61.02(b) applies only to bargaining unit employees classified as GL or GS.</b></del></p> <p><del>(b) Unless otherwise specified in this Article, part-time employees shall be entitled to the benefits provided under this Agreement in the same proportion as their normal weekly hours of work compared with forty (40).</del></p> <p><del><b>Sub-clause 61.04(a) does not apply to bargaining unit employees classified as GL or GS.</b></del></p> <p><b>61.04</b></p> <p>(a) The days of rest provisions of this Agreement apply only in a week when a part-time employee has worked five (5) days or thirty-seven decimal five (37.5) hours.</p> <p><del><b>Sub-clause 61.04(b) applies only to bargaining unit employees classified as GL or GS.</b></del></p> <p><del>(b) The days of rest provisions of this Agreement apply only in a week when a part-time employee has worked five (5) days or forty (40) hours.</del></p>

**ARTICLE 61 – PART-TIME EMPLOYEES (cont.)**

Collective Agreement	Bargaining Agent Position
<p><b>Sub-clause 61.08(a) does not apply to bargaining unit employees classified as GL or GS.</b></p> <p><b>61.08</b></p> <p>(a) When a part-time employee is required to work on a day which is prescribed as a designated paid holiday for a full-time employee in clause 31.01, the employee shall be paid at time and one-half (1.5) of the straight-time rate of pay for all hours worked up to seven decimal five (7.5) hours and double time (2) thereafter.</p> <p><b>Sub-clause 61.08(b) applies only to bargaining unit employees classified as GL or GS.</b></p> <p>(b) When a part-time employee is required to work on a day which is prescribed as a designated paid holiday for a full-time employee in clause 31.01, the employee shall be paid at time and one-half (1.5) of the straight-time rate of pay for all hours worked up to eight (8) hours and double time (2) thereafter.</p> <p><b>Excluded Provision</b></p> <p><b>Sub-clause 61.10 (a) does not apply to bargaining unit employees classified as GL or GS.</b></p> <p><b>Alternate Provision</b></p> <p><b>Sub-clause 61.10 (b) applies only to bargaining unit employees classified as GL or GS.</b></p>	<p><del><b>Sub-clause 61.08(a) does not apply to bargaining unit employees classified as GL or GS.</b></del></p> <p><b>61.08</b></p> <p>(a) When a part-time employee is required to work on a day which is prescribed as a designated paid holiday for a full-time employee in clause 31.01, the employee shall be paid at time and one-half (1.5) of the straight-time rate of pay for all hours worked up to seven decimal five (7.5) hours and double time (2) thereafter.</p> <p><del><b>Sub-clause 61.08(b) applies only to bargaining unit employees classified as GL or GS.</b></del></p> <p><del>(b) When a part-time employee is required to work on a day which is prescribed as a designated paid holiday for a full-time employee in clause 31.01, the employee shall be paid at time and one-half (1.5) of the straight-time rate of pay for all hours worked up to eight (8) hours and double time (2) thereafter.</del></p> <p><b>Excluded Provision</b></p> <p><del><b>Sub-clause 61.10 (a) does not apply to bargaining unit employees classified as GL or GS.</b></del></p> <p><b>Alternate Provision</b></p> <p><del><b>Sub-clause 61.10 (b) applies only to bargaining unit employees classified as GL or GS.</b></del></p>

**ARTICLE 61 – PART-TIME EMPLOYEES (cont.)**

Collective Agreement	Bargaining Agent Position
<p><b>61.10</b></p> <p>(a) A part-time employee shall earn vacation leave credits for each month in which the employee receives pay for at least twice the number of hours in the employee's normal work week, at the rate for years of service established in clause 38.02 of this Agreement, prorated and calculated as follows:</p> <p>...</p> <p>(b) A part-time employee shall earn vacation leave credits for each month in which the employee receives pay for at least twice the number of hours in the employee's normal work week, at the rate for years of service established in clause 38.02 of this Agreement, prorated and calculated as follows:</p> <p>(i) when the entitlement is ten (10) hours a month, zero decimal two five zero (0.250) multiplied by the number of hours in the employee's work week per month;</p> <p>(ii) when the entitlement is thirteen decimal three three (13.33) hours a month, zero decimal three three three (0.333) multiplied by the number of hours in the employee's work week per month;</p> <p>(iii) when the entitlement is fourteen decimal six seven (14.67) hours a month, zero decimal three six seven (0.367) multiplied by the number of hours in the employee's work week per month;</p> <p>(iv) when the entitlement is fifteen decimal three three (15.33) hours a month, zero decimal three eight three (0.383) multiplied by the number of hours in the employee's work week per month;</p>	<p><b>61.10</b></p> <p>(a) A part-time employee shall earn vacation leave credits for each month in which the employee receives pay for at least twice the number of hours in the employee's normal work week, at the rate for years of service established in clause 38.02 of this Agreement, prorated and calculated as follows:</p> <p>...</p> <p><del>(b) A part-time employee shall earn vacation leave credits for each month in which the employee receives pay for at least twice the number of hours in the employee's normal work week, at the rate for years of service established in clause 38.02 of this Agreement, prorated and calculated as follows:</del></p> <p><del>(i) when the entitlement is ten (10) hours a month, zero decimal two five zero (0.250) multiplied by the number of hours in the employee's work week per month;</del></p> <p><del>(ii) when the entitlement is thirteen decimal three three (13.33) hours a month, zero decimal three three three (0.333) multiplied by the number of hours in the employee's work week per month;</del></p> <p><del>(iii) when the entitlement is fourteen decimal six seven (14.67) hours a month, zero decimal three six seven (0.367) multiplied by the number of hours in the employee's work week per month;</del></p> <p><del>(iv) when the entitlement is fifteen decimal three three (15.33) hours a month, zero decimal three eight three (0.383) multiplied by the number of hours in the employee's work week per month;</del></p>

**ARTICLE 61 – PART-TIME EMPLOYEES (cont.)**

Collective Agreement	Bargaining Agent Position
(v) when the entitlement is sixteen decimal six seven (16.67) hours a month, zero decimal four one seven (0.417) multiplied by the number of hours in the employee's work week per month;	<del>(v) when the entitlement is sixteen decimal six seven (16.67) hours a month, zero decimal four one seven (0.417) multiplied by the number of hours in the employee's work week per month;</del>
(vi) when the entitlement is eighteen (18) hours a month, zero decimal four five zero (0.450) multiplied by the number of hours in the employee's work week per month;	<del>(vi) when the entitlement is eighteen (18) hours a month, zero decimal four five zero (0.450) multiplied by the number of hours in the employee's work week per month;</del>
(vii) when the entitlement is twenty (20) hours a month, zero decimal five zero zero (0.500) multiplied by the number of hours in the employee's work week per month;	<del>(vii) when the entitlement is twenty (20) hours a month, zero decimal five zero zero (0.500) multiplied by the number of hours in the employee's work week per month;</del>

**APPENDIX “C” - VACATION CONVERSION TABLE**

Collective Agreement	Bargaining Agent Position
B. The following Table applies to employees working a forty (40) hour week	<b>DELETE TABLE B</b>

The Employer respectfully requests that the Public Interest Commission not recommend this overarching Bargaining Agent demand, and by extension all of the proposals above, in its report.

A number of the Employer’s proposals are related to an overarching need to build for the future and create a mobile, flexible workforce, which is responsive to changing priorities. It is necessary that our workforce reflects and adapts to the changing nature of the CFIA’s work. For ease of reference and consideration, the articles related to this overarching proposal have been collected and addressed under the heading of **Responding to Today, Building for the Future**, below.

## **RESPONDING TO TODAY, BUILDING FOR THE FUTURE**

CFIA is strongly committed to its mission to safeguard food, animals and plants to enhance the health and well-being of Canada's people, environment and economy. Although Canada has one of the world's best food safety, animal and plant regulatory systems, we must look at how to maintain and improve the work we do when faced with these current and future challenges.

Risks to food safety and our animal and plant resources have changed considerably in recent years and will continue to evolve rapidly with global trading patterns, innovation and new technology. In this fast-paced environment, the CFIA must continue to become more agile to help protect our resources while also supporting industry's ability to compete globally. Adapting to constant change will compel us to be more innovative and to embrace technology, leveraging its capabilities to provide new ways of doing business that include better, more responsive programs and services.

It is in this context that CFIA is working to fundamentally change the way we manage risk, support industry's ability to compete globally, and embrace technology to provide more efficient and responsive service.

As new risks to the health and safety of these resources emerge, the Agency must continue to adapt and be more efficient and responsive while helping Canadian firms compete internationally. Recognizing that our ability to adapt and respond to new risks and rapid changes to our environment is crucial to our future success, we consolidated our transformation and modernization initiatives into one integrated plan in 2017, known as the Responding to Today, Building for the Future (RTBF) framework. These changes position the Agency as a nimble, responsive regulator.

## **Rapid Pace of Change**

### Technological advancements

Rapid and dramatic increases in the speed, volume and complexity of production have introduced new risks and hazards, and forced industries and regulators to rethink conventional approaches to prevention and oversight.

Today's highly efficient mass distribution and supply networks mean that problems can quickly become widespread.

At the same time, technological advances are creating tremendous opportunity for Canadian industry. Our highly skilled and technologically savvy workforce offers a potential competitive advantage in a global marketplace that is hungry for innovative products and processes.

Emerging science, sophisticated new technologies and more integrated surveillance information have enormous potential to improve our ability to assess, prevent and detect risks.

Finally, the CFIA's stakeholders and consumers exist in a digital world and increasingly expect service through multiple channels — paper-based systems are justifiably seen as inefficient.

### Global trade of food, plants and animals

The global marketplace and consumer demand for new and exotic food and plants has significantly increased the amount of imported product into Canada — 70% of processed food and fresh fruits and vegetables, for example, are now imported.

Dynamic international supply chains have exponentially increased sourcing of individual components from more places across the world. Consolidation in the food and agricultural industries adds further complexity for regulatory oversight.



Human, animal and plant ecosystem issues are increasingly intertwined as the movement of people, plants, animals and food heightens the risk of transmitting pests and diseases. Climate change is likely to exacerbate already difficult risks to manage. Increases in animal health diseases, such as Avian Influenza, require significant CFIA resources to respond, while plant pests, such as Emerald Ash Borer, can become almost impossible to eradicate once naturalized in our ecosystem.

The opportunities provided by globalization depend heavily on the ability of exporters to maintain existing markets, and to gain access to new markets. More than ever, exporters rely on governments to bring consistency, best practices and fairness to international trade.

To maximize its capacity to respond to risk in today's world, and in the years to come, the CFIA must continuously improve and adapt its business model in a number of areas. Building on considerable research, design and planning, the RTBF Framework focuses on five (5) key priorities to help safeguard food, animals and plants, to enhance the health and well-being of Canada's people, environment and economy. These remain the focus of everything we do:

1. A **modern regulatory toolkit** to protect food, plant and animals against emerging risks, while supporting industry to innovate and compete internationally.
2. An **integrated risk management approach** to allocate resources, using the best possible science, foresight and risk intelligence.
3. **Consistent and efficient inspections** while being flexible and nimble to respond to risks.
4. Move toward **digital as the first choice** for tools and services for businesses and consumers to get the information and service they need.
5. Be a **global leader** to influence international standards to improve safety and environmental outcomes and support market access for Canadian products.

*Modern Regulatory Toolkit*

Outcome-based regulations with new compliance promotion tools



*Integrated Risk Management*

New risk management tools, analytics and surveillance to inform resource allocations and enforcement priorities



*Consistent and Efficient Inspections*

Single inspection approach focused on regulatory outcomes and supported by mobile tools and guidance



*Digital-First Tools and Services*

Electronic access as the preferred method of requesting and receiving services



*Global Leader*

Pursue improved international standards, fairness in trade practices, enhanced use of technology and regulatory cooperation



*CFIA's talented staff are engaged and ready for the changes*

Ensure employees have the tools, training and a strong voice for change

*Engaging with industry and partners*

Consider the perspectives of industry and our partners as we evolve

CFIA recognizes a good regulatory system as one that is consistent and efficient. This is why it replaced 14 sets of existing regulations with one which streamlines food safety requirements across sectors. In creating a **modern regulatory toolkit**, CFIA is able to better address new challenges and issues, and respond to new pressures, trends and science. The new *Safe Food for Canadians Regulations* (SFCR) introduces consistent standards across the food industry in Canada and incorporates a blend of tradition,

prescriptive regulations and a new, outcome-based approach, which helps to ensure food safety along the entire supply chain.

The *Safe Food for Canadians Act* (SFCA), which came into force on January 15, 2019, is the most recent example of the government's commitment to strengthening Canada's food safety system. The SFCA consolidates the *Meat Inspection Act* (MIA), the *Fish Inspection Act* (FIA), the *Canada Agricultural Products Act* (CAPA) and the food provisions of the *Consumer Packaging and Labelling Act* and aligns inspection and enforcement powers across all food commodities. This new Act will deliver more consistent inspection and enforcement authorities to the CFIA, giving the Agency stronger modernized tools to enhance its approach to food safety and better protect Canadians.

Outcome-based regulation focusses on the required outcome that regulated parties must meet, rather than the means by which it must be achieved. In essence, adding an outcome-based approach creates more flexibility to innovate and to respond to emerging risks and developments, while maintaining high standards for health, safety and protection.

In a world of changing risks, innovation and new technology, the Agency is improving its ability to effectively gather, analyze, and use data in its decision-making process. Risk-based decision making is now at the core of CFIA's everyday work and a strategic priority in CFIA's RTBF change agenda. The risks to food, animal health and plants continue to change rapidly. At the same time, Canadian industry is becoming more efficient in order to compete in a global economy. By leveraging risk information through analytical tools, the Agency is able to develop tactical work plans that guide inspection activities in a more **consistent and efficient way while targeting areas with the greatest risk.**

The Establishment-based Risk Assessment (ERA) model for food establishments is a tool developed by the CFIA to evaluate food establishments based on the level of risk

they represent to Canadian consumers. The ERA model uses data and a mathematical algorithm to assess the food safety risks of food establishments under CFIA jurisdiction. It takes into consideration risks associated with a specific food commodity, operation or manufacturing process, mitigation strategies implemented by the industry to control their food safety risks, as well as establishment compliance information. The ERA model will be used, along with other factors, to inform where inspectors should spend more or less time and inform program planning, in order to focus efforts on areas of highest risk.

To ensure this modern regulatory toolkit is applied nationally in a fair, consistent and predictable manner across industry, CFIA has made changes to its food inspection procedures as it links to the priority of **consistent and efficient inspections**. The implementation of a Standard Inspection Procedure, or SIP, has been implemented across food commodities.

SIP is a contemporary approach to inspections that represents a fundamental shift in our regulatory approach; with less emphasis on prescriptive-based requirements and more focus on safety outcomes. This means a stronger food safety system which enables industry to innovate and respond to emerging risks and developments. The Agency is making improvements in a number of areas to ensure regulated parties can be confident that inspections are being carried out consistently and efficiently.

- All CFIA inspection staff have received the same training in how to implement the components of SIP, and how to use the new suite of operational and interpretive guidance.
- Inspectors are carrying new digital tools that give them better connectivity and online access to guidance and historical inspection records. This increases the efficiency of inspections.
- Additionally, part of a consistent and efficient approach to inspection is **to focus inspection resources on the areas of highest risk**. CFIA is taking a risk-based planning approach which analyzes data collected by inspectors and assigns a level of risk to a regulated establishment. This impacts how often an inspector will conduct their inspections and where they will be focusing their efforts.

This new outcome-based approach will require a mobile, flexible workforce, which is quickly responsive to changing priorities. It is necessary that our workforce reflects and adapts to the critically changing nature of the CFIA's work. Key components as the Agency builds for the future relate to the Agency's ability to assign staff where and when they are needed, better utilizing the Agency's workforce and managing its financial liabilities.

The world of plant and animal health and food safety is rapidly evolving, and CFIA must evolve with it. From potential new risks from increases in the speed, volume and complexity of production, to the pace of digitization, and the Government's commitment to grow our agricultural exports to \$75 billion by 2025, the reality is that the Agency must evolve and adapt, with a goal of continuous improvement.

While the Agency has adopted and made significant progress in delivering on its ambitious agenda under the RTBF framework, the Agency's continuing success must be guided by its key principles:

- incremental evolution
- agility and innovation
- transparency and accountability
- honesty and engagement

With change happening so quickly and given finite resources, **we must be agile and innovative**, able to shift gears when the unexpected happens, whether it's changes in market access or responding to a national emergency. **We must find ways to address an increasingly complex business environment by adapting structures (e.g. processes and systems) and a culture that focuses on maximizing flexibility.** This requires effective planning and modifications to the Collective Agreement language that enables the Agency to respond and adapt to the changing nature of the work, and to provide the services to meet the CFIA's mandate and ensure the continued health and safety of Canadians and the economy.

The outstanding items related to the Employer’s **Responding to Today, Building for the Future** proposals are as follows:

**ARTICLE 2 – INTERPRETATIONS AND DEFINITIONS**

Collective Agreement	Employer Position
<b>NEW</b>	<p><i>New 2.XX</i></p> <p><i>“inspectorate” means all employees who have an inspection designation and take enforcement actions based on the CFIA’s legislative authorities; (personnel d’inspection)</i></p>

**Employer Proposal**

- ◇ The Employer is proposing to introduce a definition for the “inspectorate” into this Collective Agreement.
  - Aligned with its commitment to build for the future, the CFIA is looking to introduce specific hours of work for the inspectorate, as well as mobility provisions for this same group. In order to accurately identify which employees would fall under these provisions, it is essential that the group be defined.
  - Through internal consultations, and a review of the PSAC population, it has been determined that approximately 55% of the PSAC population would potentially meet this proposed definition. The breakdown is included as Appendix H.
  
- ◇ The Employer respectfully requests that the Commission recommend this proposal in its report.

**ARTICLE 24 – HOURS OF WORK**

Collective Agreement	Employer Position
<p><b>NEW</b></p>	<p><i>NEW</i>  <i>“INSPECTORATE” POSITIONS</i></p> <p><i>24.XX</i>  <i>This Article applies to an employee working in an Inspectorate position as defined in Article 2.</i></p> <p><b><i>[Note: “inspectorate” means all employees who have an inspection designation and take enforcement actions based on the CFIA’s legislative authorities; (personnel d’inspection)]</i></b></p> <p>(a) <i>The conduct of inspection activities requires an adaptable work schedule. Accordingly, every reasonable effort will be made to maintain a work schedule where working hours can be arranged to meet the operational needs of the inspection program.</i></p> <p>(b) <i>Subject to operational requirements and the approval of the Employer, or as scheduled by the Employer, hours of work may be arranged to suit an employee’s individual inspectorate responsibilities. However, the normal hours of work for each two (2) week period must equal seventy-five (75) hours.</i></p> <p>(c) <i>Inspectorate employees shall be granted at least four days of rest during each two (2) week period, at least two of which must be consecutive unless otherwise agreed to by the employee and the Employer.</i></p>

**ARTICLE 24 – HOURS OF WORK (cont.)**

Collective Agreement	Employer Position
	<p><i>NEW 24.XX</i></p> <p>(a) <i>The Employer will make reasonable efforts to consider the requests of the employee concerned in the arrangement of hours of work and to avoid excessive fluctuations in hours of work.</i></p> <p>(b) <i>Before assigning employees to work certain hours, the Employer shall consider qualified employees who volunteer to work between those hours subject to operational requirements. If no qualified volunteers are available, the Employer shall assign employees to work certain hours.</i></p> <p>(c) <i>Employees may request a regular daily schedule, or alteration thereof, subject to the approval of the Employer and operational requirements.</i></p> <p>(d) <i>The Employer shall post a provisional schedule at least twenty-eight (28) calendar days in advance. A final schedule shall be posted seven (7) calendar days prior to the commencement of the schedule.</i></p> <p>(e) <i>Provided sufficient advance notice is given and with the approval of the Employer, qualified employees may exchange daily hours of work if there is no increased cost to the Employer.</i></p> <p><i>The Employer reserves the right to table any administrative or corollary amendments to the Collective Agreement required to give effect to these proposals at a later date.</i></p>



**ARTICLE 24 – HOURS OF WORK (cont.)**

Collective Agreement	Employer Position
<p><b>Excluded Provisions</b>  <b>Clauses 24.04, 24.05 and 24.06 do not apply to bargaining unit employees classified as GL or GS.</b></p> <p><b>Alternate Provisions</b>  <b>Clauses GL/GS 24.04, GL/GS 24.05, and GL/GS 24.06 apply only to bargaining unit employees classified as GL or GS.</b></p>	<p><b>ARTICLE 24 – EXPANDED NORMAL HOURS OF WORK FOR THE NON-INSPECTORATE</b></p> <p><b>Excluded Provisions</b>  <b>Clauses 24.04, 24.05 and 24.06 do not apply to bargaining unit employees classified as GL or GS.</b></p> <p><b>Articles 24 (Hours of Work), 25 (Shift Principle), and 26 (Shift Premiums) do not apply to the “Inspectorate” as defined in Article 2.XX.</b></p> <p><b>Alternate Provisions</b>  <b>Clauses GL/GS 24.04, GL/GS 24.05, and GL/GS 24.06 apply only to bargaining unit employees classified as GL or GS.</b></p>
<p><b>24.04</b>                  (a) Except as provided for in clause 24.05, the normal work week shall be thirty-seven decimal five (37.5) hours exclusive of lunch periods, comprising five (5) days of seven decimal five (7.5) hours each, Monday to Friday. The work day shall be scheduled to fall within an eight (8) hour period where the lunch period is one-half (0.5) hour or within an eight decimal five (8.5) hour period where the lunch period is more than one half (0.5) hour and not more than one (1) hour. Such work periods shall be scheduled between the hours of six (6) a.m. and six (6) p.m. unless otherwise agreed in consultation with the Union and the Employer at the appropriate level.</p> <p>(b) For employees who are governed by sub-clause 24.04(a) and who perform meat inspection duties, the Employer will make every reasonable effort to:</p> <p>(i) avoid excessive fluctuation in hours of work;</p> <p>(ii) post hours of work schedules seven (7) days in advance;</p> <p>(iii) notify the employee(s) in writing of any changes to the scheduled hours of work;</p>	<p><b>24.04</b>                  (a) Except as provided for in clause 24.05, the normal work week shall be thirty-seven decimal five (37.5) hours exclusive of lunch periods, comprising five (5) days of seven decimal five (7.5) hours each, <del>Monday to Friday</del>. The work day shall be scheduled to fall within an eight (8) hour period where the lunch period is one-half (0.5) hour or within an eight decimal five (8.5) hour period where the lunch period is more than one half (0.5) hour and not more than one (1) hour. Such work periods shall be scheduled between the hours of six (6) a.m. and <del>six (6)</del> <b>ten (10)</b> p.m. unless otherwise agreed in consultation with the Union and the Employer at the appropriate level.</p> <p><del>(b) For employees who are governed by sub-clause 24.04(a) and who perform meat inspection duties, the Employer will make every reasonable effort to:</del></p> <p><del>(i) avoid excessive fluctuation in hours of work;</del></p> <p><del>(ii) post hours of work schedules seven (7) days in advance;</del></p> <p><del>(iii) notify the employee(s) in writing of any changes to the scheduled hours of work;</del></p>

**ARTICLE 24 – HOURS OF WORK (cont.)**

Collective Agreement	Employer Position
<p>(iv) when the scheduled hours of work are changed by the Employer after the mid-point of the employee's previous work day or after the beginning of the employee's previous day meal break, whichever is earlier, the employee is entitled to a premium payment of twenty dollars (\$20.00) in addition to regular daily pay;</p> <p>(v) when the scheduled meal break is changed by the Employer by more than one half an hour (0.5) after the mid-point of the employee's previous work day or after the beginning of the employee's previous day meal break, whichever is earlier, the employee is entitled to a premium payment of twenty dollars (\$20.00) in addition to regular daily pay;</p> <p>(vi) total premium Payment under Paragraphs 24.04(b)(iv) and 24.04(b)(v) shall not be more than twenty dollars (\$20.00) per work day.</p>	<p><del>(iv) when the scheduled hours of work are changed by the Employer after the mid-point of the employee's previous work day or after the beginning of the employee's previous day meal break, whichever is earlier, the employee is entitled to a premium payment of twenty dollars (\$20.00) in addition to regular daily pay;</del></p> <p><del>(v) when the scheduled meal break is changed by the Employer by more than one half an hour (0.5) after the mid-point of the employee's previous work day or after the beginning of the employee's previous day meal break, whichever is earlier, the employee is entitled to a premium payment of twenty dollars (\$20.00) in addition to regular daily pay.</del></p> <p><del>(vi) total premium Payment under Paragraphs 24.04(b)(iv) and 24.04(b)(v) shall not be more than twenty dollars (\$20.00) per work day.</del></p> <p><b>(b) subject to the operational requirements of the service, an employee's days of rest shall be consecutive and not less than two (2).</b></p>
<p><b>24.05</b> For employees who work on a rotating or irregular basis:</p> <p>(a) Normal hours of work shall be scheduled so that employees work:</p> <p>(i) an average of thirty-seven decimal five (37.5) hours per week and an average of five (5) days per week</p> <p>and</p> <p>(ii) either seven decimal five (7.5) hours per day; or</p>	<p><b>24.05</b> For employees who work on a rotating or irregular basis:</p> <p>(a) Normal hours of work shall be scheduled so that employees work:</p> <p>(i) an average of thirty-seven decimal five (37.5) hours per week and an average of five (5) days per week</p> <p>and</p> <p><del>(ii) either seven decimal five (7.5) hours per day; or</del></p> <p>Renumber accordingly</p>

**ARTICLE 24 – HOURS OF WORK (cont.)**

Collective Agreement	Employer Position
<p>(iii) an average of seven decimal five (7.5) hours per day where so agreed between the Employer and the majority of the employees affected;</p> <p>(iv) subject to the operational requirements of the service, an employee's days of rest shall be consecutive and not less than two (2).</p>	<p>(iii) an average of seven decimal five (7.5) hours per day <del>where so agreed between the Employer and the majority of the employees affected;</del> <b>and</b></p> <p>(iv) subject to the operational requirements of the service, an employee's days of rest shall be consecutive and not less than two (2).</p>
<p>(b) Every reasonable effort shall be made by the Employer:</p> <p>(i) not to schedule the commencement of a shift within twelve (12) hours of the completion of the employee's previous shift;</p> <p>(ii) to avoid excessive fluctuations in hours of work;</p> <p>(iii) to consider the wishes of the majority of employees concerned in the arrangement of shifts within a shift schedule;</p> <p>(iv) to arrange shifts over a period of time not exceeding two (2) months and to post schedules at least seven (7) days in advance of the starting date of the new schedule.</p>	<p>(b) Every reasonable effort shall be made by the Employer:</p> <p>(i) not to schedule the commencement of a shift within twelve (12) hours of the completion of the employee's previous shift;</p> <p>(ii) to avoid excessive fluctuations in hours of work;</p> <p>(iii) to consider the wishes of the majority of employees concerned in the arrangement of shifts within a shift schedule;</p> <p>(iv) to arrange shifts over a period of time not exceeding <del>two (2)</del> <b>three (3)</b> months and to post schedules at least seven (7) days in advance of the starting date of the new schedule.</p>
<p>(c) When the scheduled hours of work are changed by the Employer after the mid-point of the employee's previous work day or after the beginning of the employee's previous day meal break, whichever is the earlier, the employee is entitled to a premium payment of twenty dollars (\$20.00) in addition to regular daily pay.</p> <p>(d) When the scheduled meal break is changed by the Employer by more than one half hour (0.5) after the mid-point of the employee's previous work day or after the beginning of the employee's previous day meal break, whichever is earlier, the employee is entitled to a premium payment of twenty dollars (\$20.00) in addition to regular daily pay.</p>	<p><del>(c) When the scheduled hours of work are changed by the Employer after the mid-point of the employee's previous work day or after the beginning of the employee's previous day meal break, whichever is the earlier, the employee is entitled to a premium payment of twenty dollars (\$20.00) in addition to regular daily pay.</del></p> <p><del>(d) When the scheduled meal break is changed by the Employer by more than one half hour (0.5) after the mid-point of the employee's previous work day or after the beginning of the employee's previous day meal break, whichever is earlier, the employee is entitled to a premium payment of twenty dollars (\$20.00) in addition to regular daily pay.</del></p>

**ARTICLE 24 – HOURS OF WORK (cont.)**

Collective Agreement	Employer Position
<p>(e) Total premium payment under sub-clauses 24.05(c) and 24.05(d) shall not be more than twenty dollars (\$20.00) per work day.</p>	<p><del>(e) Total premium payment under sub-clauses 24.05(c) and 24.05(d) shall not be more than twenty dollars (\$20.00) per work day.</del></p>
<p><b>GL/GS 24.04</b></p> <p>Except as provided for in clause GL/GS 24.05, the normal work week shall be forty (40) hours exclusive of lunch periods, comprising five (5) consecutive days of eight (8) hours each, unless otherwise agreed in consultation with the Union and the Employer at the appropriate level.</p>	<p><b>GL/GS 24.04</b></p> <p>Except as provided for in clause GL/GS 24.05, the normal work week shall be forty (40) hours exclusive of lunch periods, comprising five (5) consecutive days of eight (8) hours each, unless otherwise <b>determined by the Employer.</b> <del>agreed in consultation with the Union and the Employer at the appropriate level.</del></p>
<p><b>GL/GS 24.05</b></p> <p>For employees who work on a rotating or irregular basis:</p> <p>(a) Normal hours of work shall be scheduled so that employees work:</p> <p>(i) an average of forty (40) hours per week and an average of five (5) days per week;</p> <p>and</p> <p>(ii) either eight (8) hours per day;</p> <p>or</p> <p>(iii) an average of eight (8) hours per day where so agreed between the Employer and the majority of the employees affected;</p> <p>(iv) subject to the operational requirements of the service, an employee's days of rest shall be consecutive and not less than two (2).</p> <p>(b) Every reasonable effort shall be made by the Employer:</p> <p>(i) not to schedule the commencement of a shift within eight (8) hours of the completion of the employee's previous shift;</p>	<p><b>GL/GS 24.05</b></p> <p>For employees who work on a rotating or irregular basis:</p> <p>(a) Normal hours of work shall be scheduled so that employees work:</p> <p>(i) an average of forty (40) hours per week and an average of five (5) days per week;</p> <p>and</p> <p><del>(ii) either eight (8) hours per day;</del></p> <p>Re-number accordingly</p> <p>or</p> <p>(iii) an average of eight (8) hours per day <del>where so agreed between the Employer and the majority of the employees affected;</del> <b>and</b></p> <p>(iv) subject to the operational requirements of the service, an employee's days of rest shall be consecutive and not less than two (2).</p> <p>(b) Every reasonable effort shall be made by the Employer:</p> <p>(i) not to schedule the commencement of a shift within eight (8) hours of the completion of the employee's previous shift;</p>

**ARTICLE 24 – HOURS OF WORK (cont.)**

Collective Agreement	Employer Position
<p>(ii) to avoid excessive fluctuations in hours of work;</p> <p>(iii) to consider the wishes of the majority of employees concerned in the arrangement of shifts within a shift schedule;</p> <p>(iv) to arrange shifts over a period of time not exceeding two (2) months and to post schedules at least seven (7) days in advance of the starting date of the new schedule.</p>	<p>(ii) to avoid excessive fluctuations in hours of work;</p> <p>(iii) to consider the wishes of the majority of employees concerned in the arrangement of shifts within a shift schedule;</p> <p>(iv) to arrange shifts over a period of time not exceeding <del>two (2)</del> <b>three (3)</b> months and to post schedules at least seven (7) days in advance of the starting date of the new schedule.</p>
<p>24.10</p> <p>If an employee is given less than seven (7) days' advance notice of a change in that employee's shift schedule, the employee will receive a premium rate of time and one-half (1.5) for work performed on the first (1st) shift changed. Subsequent shifts worked on the new schedule shall be paid for at straight time.</p>	<p>24.10</p> <p>If an employee is given less than <b>forty-eight (48) hours'</b> <del>seven (7) days'</del> advance notice of a change in that employee's shift schedule, the employee will receive a premium rate of time and one-half (1.5) for work performed on the first (1st) shift changed. Subsequent shifts worked on the new schedule shall be paid for at straight time.</p>
<p>24.14</p> <p>Sub-clauses 24.14(a) and (b) do not apply to bargaining unit employees classified as GL or GS.</p> <p>(a) The scheduled hours of work of any day, may exceed or be less than seven decimal five (7.5) hours; starting and finishing times, meal breaks and rest periods shall be determined according to operational requirements as determined by the Employer and the daily hours of work shall be consecutive.</p> <p>(b) Such schedules shall provide an average of thirty-seven decimal five (37.5) hours of work per week over the life of the schedule. The maximum life of a schedule for day shift workers shall be twenty-eight (28) days. The maximum life of a shift schedule for shift workers shall be one hundred and twenty-six (126) days.</p>	<p>24.14</p> <p>Sub-clauses 24.14(a) and (b) do not apply to bargaining unit employees classified as GL or GS.</p> <p>...</p> <p>(b) Such schedules shall provide an average of thirty-seven decimal five (37.5) hours of work per week over the life of the schedule. The maximum life of a schedule for day shift workers shall be <del>twenty-eight (28) days</del> <b>three (3) months</b>. The maximum life of a shift schedule for shift workers shall be one hundred and twenty-six (126) days.</p>

**ARTICLE 24 – HOURS OF WORK (cont.)**

Collective Agreement	Employer Position
<p><b>Sub-clauses 24.14(c) and (d) apply only to bargaining unit employees classified as GL or GS.</b></p> <p>(c) The scheduled hours of work of any day, may exceed or be less than eight (8) hours; starting and finishing times, meal breaks and rest periods shall be determined according to operational requirements as determined by the Employer and the daily hours of work shall be consecutive.</p> <p>(d) Such schedules shall provide an average of forty (40) hours of work per week over the life of the schedule. The maximum life of a schedule for day shift workers shall be twenty-eight (28) days. The maximum life of a shift schedule for shift workers shall be one hundred and twenty-six (126) days.</p>	<p><b>Sub-clauses 24.14(c) and (d) apply only to bargaining unit employees classified as GL or GS.</b></p> <p>...</p> <p>(d) Such schedules shall provide an average of forty (40) hours of work per week over the life of the schedule. The maximum life of a schedule for day shift workers shall be <del>twenty-eight (28) days</del> <b>three (3) months</b>. The maximum life of a shift schedule for shift workers shall be one hundred and twenty-six (126) days.</p>

**Employer Proposal**

- ◇ The Employer is proposing to introduce specific hours of work for employees in the “Inspectorate”.
  - The current collective agreement focuses on a traditional office “work day.” As part of its Transformation Agenda, the CFIA is looking to move to a more flexible “work week” approach, in which an individual employee’s working hours can be adapted to the needs of the work, and of the employee, and averaged over a time period of two (2) weeks.
  - The work within third party establishments now occurs seven (7) days a week, in multiple shifts during the day and inspector demands are 24/7. The limited flexibility in the language of the current collective agreement hinders the Agency’s ability to respond and adapt to the changing nature of the work, provide the services to meet the CFIA’s mandate and ensure the continued health and safety of Canadians and the economy.
  - The Employer is also proposing to introduce language to provide employees with an additional degree of flexibility in the scheduling of these “inspectorate” hours. These include the consideration of employee-requested schedules,

- consideration of qualified volunteers, provision of a more predictable schedule, and allowing qualified employees to exchange hours.
  - For employees, this will allow for more flexible and personalized work schedules and improved work-life balance.
- ◇ The Employer is proposing language to expand normal hours of work to be more in line with the Agency's operational realities. Along with the extension to the normal hours, the Employer is also proposing to extend the work week to Monday to Sunday, while also providing two (2) consecutive days of rest, subject to operational requirements in clause 24.04.
- The work within third party establishments now occurs seven (7) days a week, in multiple shifts during the day and inspector demands are 24/7. The limited flexibility in the language of the current collective agreement significantly hinders the Agency's ability to respond and adapt to the changing nature of the work, provide the services to meet the CFIA's mandate and ensure the continued health and safety of Canadians and the economy.
  - Now that the *Safe Food for Canadians Act* (SFCA) and the *Safe Food for Canadians Regulations* have come into force, it is anticipated that the number of regulated parties could increase to as many as 70,000. New regulations for licensing, preventive control plans and traceability will also require the inspectorate community to cover a wider range of inspections than were covered under the previous system. The CFIA will have a much broader universe to enforce; with many more industries needing to be supervised, regulated, verified, and further enforcement actions taken. This requires a mobile, flexible inspectorate that is deployable to areas of highest need and facilitated by rugged and mobile tools.
  - Collective agreement language must have the flexibility to enable the Agency to respond and adapt to the changing nature of the work, and to provide the services to meet the CFIA's mandate and ensure the continued health and safety of Canadians and the economy.

- It is necessary that the hours of work reflects and adapts to the changing nature of the CFIA's work.
- ◇ In line with its proposal to introduce specific inspectorate hours of work, the Employer is proposing to delete current language in 24.04(b) as it relates to hours of work for employees performing meat inspection duties.
  - ◇ For employees (including those in the GL/GS classification) who work on a rotating or irregular basis, the Employer is proposing to add flexibility as to the scheduling of the rotating or irregular hours in clause 24.05(a).
  - ◇ The Employer is also proposing to remove the premium payment for a change in scheduled hours in clauses 24.05(c), (d) and (e).
    - As a regulator charged with maintaining the health, safety and security of the Canadian people and economy, the CFIA is often called upon to respond to emergencies and crisis situations across the country. Given the increasingly diverse nature of outbreaks and the size of the country, emergencies can occur where there is a small or insufficient workforce immediately available to respond.
    - In the Agency's operational environment, the proposal would provide managers with flexibility to operate effectively.
  - ◇ In GL/GS 24.04, the Employer is proposing to remove the requirement to consult with the Union in determining the normal work week for GL/GS employees.
    - Collective agreement language must have the flexibility to enable the Agency to respond and adapt to the changing nature of the work, and to provide the services to meet the CFIA's mandate and ensure the continued health and safety of Canadians and the economy.
    - It is necessary that the hours of work reflect and adapt to the changing nature of the CFIA's work.



- ◇ The Employer is proposing to decrease the advance notice required in changing a shift schedule before a premium payment is required in clause 24.10.
  - As a regulator charged with maintaining the health, safety and security of the Canadian people and economy, the CFIA is often called upon to respond to emergencies and crisis situations across the country. In the Agency's operational environment, the proposal would provide managers with flexibility to operate effectively.
  - The Employer submits that 48 hours is appropriate notice to rearrange personal commitments and believes that its proposed change to the premium payment is sufficient.
  
- ◇ To provide more predictability in an employee's schedule, the Employer is also proposing to extend the maximum shift schedule to three (3) months from the current two (2) months in clauses 24.05(b)(iv) and GL/GS 24.05(b)(iv). Similarly, for the administration of variable hours of work, the Employer is proposing to extend the maximum shift schedule for day shift workers to three (3) months from the current twenty-eight (28) days in clauses 24.14(b) and (d).
  
- ◇ The Employer respectfully requests that the Commission support the Employer's proposals in its report.

**ARTICLE 25 – SHIFT PRINCIPLE**

Collective Agreement	Employer Position
<p><b>25.01</b>                      (a) When a full-time indeterminate employee is required to attend one of the following proceedings outside a period which extends before or beyond three (3) hours of his or her scheduled hours of work on a day during which he or she would be eligible for a shift premium, the employee may request that his or her hours of work on that day be scheduled between six (6) a.m. and six (6) p.m.; such request will be granted provided there is no increase in cost to the Employer. In no case will the employee be expected to report for work or lose regular pay without receiving at least twelve (12) hours of rest between the time his or her attendance was no longer required at the proceeding and the beginning of his or her next scheduled work period.</p>	<p><b>TO ALIGN WITH EXPANDED NORMAL HOURS OF WORK FOR THE NON-INSPECTORATE</b></p> <p><i>Excluded Provisions</i></p> <p><b><i>This Article does not apply to the “Inspectorate” as defined in Article 2.XX.</i></b></p> <p><b>25.01</b>                      (a) When a full-time indeterminate employee is required to attend one of the following proceedings outside a period which extends before or beyond three (3) hours of his or her scheduled hours of work on a day during which he or she would be eligible for a shift premium, the employee may request that his or her hours of work on that day be scheduled between six (6) a.m. and <del>six (6)</del> <b>ten (10)</b> p.m.; such request will be granted provided there is no increase in cost to the Employer. In no case will the employee be expected to report for work or lose regular pay without receiving at least twelve (12) hours of rest between the time his or her attendance was no longer required at the proceeding and the beginning of his or her next scheduled work period.</p>

**Employer Proposal**

- ◇ The Employer’s proposals in Article 25 are consequential amendments linked to the Employer’s proposals in Article 24 to introduce inspectorate hours of work and expand the normal hours of work to be more in line with the Agency’s operational realities.
- The work within third party establishments now occurs seven days a week, in multiple shifts during the day and inspector demands are 24/7. The limited flexibility in the language of the current collective agreement hinders the Agency’s ability to respond and adapt to the changing nature of the work, provide the services to meet the CFIA’s mandate and ensure the continued health and safety of Canadians and the economy.

- Collective agreement language must have the flexibility to enable the Agency to respond and adapt to the changing nature of the work, and to provide the services to meet the CFIA's mandate and ensure the continued health and safety of Canadians and the economy.
  - It is necessary that the hours of work reflect and adapt to the changing nature of the CFIA's work.
- ◇ The Employer respectfully requests that the Commission recommend the Employer's proposals in its report.

**ARTICLE 26 – SHIFT PREMIUMS**

Collective Agreement	Employer Position
<p><b>Excluded provisions</b></p> <p><b>This Article does not apply to employees on day work, covered by clauses 24.04 or GL/GS 24.04.</b></p> <p><b>26.01 Shift Premium</b></p> <p>An employee working on shifts, half or more of the hours of which are regularly scheduled between four (4) p.m. and eight (8) a.m., will receive a shift premium of two dollars (\$2.00) per hour for all hours worked, including overtime hours, between four (4) p.m. and eight (8) a.m. The shift premium will not be paid for hours worked between eight (8) a.m. and four (4) p.m.</p>	<p><b>TO ALIGN WITH EXPANDED NORMAL HOURS OF WORK FOR THE NON-INSPECTORATE</b></p> <p><b>Excluded provisions</b></p> <p><b><i>This Article does not apply to employees <del>on day work</del>, covered by clauses 24.04 or GL/GS 24.04 or employees in Inspectorate positions covered by clauses XX.</i></b></p> <p><b>26.01 Shift Premium</b></p> <p>An employee working on shifts, half or more of the hours of which are regularly scheduled between <del>four (4)</del> <b>ten (10)</b> p.m. and <del>eight (8)</del> <b>six (6)</b> a.m., will receive a shift premium of two dollars (\$2.00) per hour for all hours worked, including overtime hours, between <del>four (4)</del> <b>ten (10)</b> p.m. and <del>eight (8)</del> <b>six (6)</b> a.m. The shift premium will not be paid for hours worked between <del>eight (8)</del> <b>six (6)</b> a.m. and <del>four (4)</del> <b>ten (10)</b> p.m.</p>

**Employer Proposal**

- ◇ The Employer’s proposal to modify the hours in which employees are eligible for shift premiums are linked to the Employer’s proposals in Article 24 to introduce inspectorate hours or work and expand the normal hours of work to be more in line with the Agency’s operational realities.
- The work within third party establishments now occurs seven days a week, in multiple shifts during the day and inspector demands are 24/7. The limited flexibility in the language of the current collective agreement hinders the Agency’s ability to respond and adapt to the changing nature of the work, provide the services to meet the CFIA’s mandate and ensure the continued health and safety of Canadians and the economy.

- Collective agreement language must have the flexibility to enable the Agency to respond and adapt to the changing nature of the work, and to provide the services to meet the CFIA's mandate and ensure the continued health and safety of Canadians and the economy. It is necessary that the hours of work reflect and adapt to the changing nature of the CFIA's work.
- ◇ The Employer respectfully requests that the Commission support the Employer's proposals in its report.

**APPENDIX B – EMPLOYMENT TRANSITION POLICY**

<b>Collective Agreement</b>	<b>Employer Position</b>
<p><b>General</b></p> <p><b>Application</b></p> <p>This Appendix applies to all indeterminate employees represented by the Public Service of Alliance of Canada for whom the Canadian Food Inspection Agency (hereinafter known as the Agency) is the Employer.</p>	<p><b>General</b></p> <p><b>Application</b></p> <p>This Appendix applies to all indeterminate employees represented by the Public Service of Alliance of Canada for whom the Canadian Food Inspection Agency (hereinafter known as the Agency) is the Employer <i>except for those employees whose letter of offer indicates that they were hired to work within a specific geographical area and that they are not eligible for the entitlements of this Policy if they are reassigned or redeployed to work elsewhere within that geographical area or asked to relocate within that area during the course of their employment.</i></p>
<p><b>Definitions</b></p> <p>N/A</p>	<p><b>Definitions</b></p> <p>...</p> <p><i>Geographical Area (région géographique): is the area of the country in which an employee's work is located or within which an employee has been hired to perform services, as may be amended from time to time. The five geographical areas within the Agency currently are the Atlantic Area, the Quebec Area, the National Capital Region (NCR), the Ontario Area, and the Western Area.</i></p>
<p><b>Part III</b></p> <p><b>Relocation of a work unit</b></p> <p>N/A</p>	<p><b>Part III</b></p> <p><b>Relocation of a work unit</b></p> <p><i>Without limiting the generality of the language in the Application section of this policy, to ensure clarity, Part III does not apply to an employee whose letter of offer indicates that they were hired to work within a specific geographical area and that they are not eligible for the entitlements of this Policy if they are reassigned or redeployed to work elsewhere within that geographical area or asked to relocate within that area during the course of their employment.</i></p>

## Employer Proposal

- ◇ The Employer is proposing to introduce language to remove the application of the Employment Transition Policy (ETP) for employees who are reassigned or redeployed within the same geographic area.
  - A key bargaining priority is to ensure that the terms and conditions of employment are sufficiently flexible to allow the Employer and our employees to adapt to changing conditions.
  - The spirit and intent of the ETP is to ensure continued employment in the federal public service. The Employer's proposals are a logical continuation of this goal to ensure employees are able to move to areas of highest risk.
  - In the case of employee relocations, the existing provisions in the collective agreement can take a number of months to process and, in some circumstances, current language provides the employees with access to the Options even when the Employer has another position for the employee.
  - The Employer is of the opinion that this is not in the interest of the public as the Employer is seeking to retain these valuable employees while the current language heightens the risk that the Agency could lose experienced and trained employees and need to train new employees at risk to our mandate delivery and significant cost to the Employer.
  - The Employer's proposal would result in increased retention of employees and allow for more mobility of its workforce.
  - In the case of relocation, the Employer is obligated to reimburse employees for the cost of relocation under the National Joint Council (NJC) Relocation Directive.

- ◇ The Employer respectfully requests that the Commission support the Employer's proposals in its report. Where the Bargaining Agent or Employer have other proposals on these five (5) Articles unrelated to CFIA's **Responding to Today, Building for the Future** proposals, the Employer's position is detailed below with the balance of the outstanding items and the Employer's position on those items.



**OTHER OUTSTANDING ISSUES**

**ARTICLE 2 – INTERPRETATIONS AND DEFINITIONS**

Collective Agreement	Bargaining Agent Position
<p>2.01                      (l) "family" except where otherwise specified in this Agreement, means father, mother (or alternatively step-father, step-mother, or foster parent), brother, sister, step-brother, step-sister, spouse (including common-law partner resident with the employee), child (including child of spouse or common-law partner), step-child, foster child, or ward of the employee, grandchild, father-in-law, mother-in-law, daughter-in-law, son-in-law, and grandparent, and any relative permanently residing in the employee's household or with whom the employee permanently resides. (famille);</p>	<p>2.01                      (l) "family" (famille)                      except where otherwise specified in this agreement, means father, mother (or alternatively stepfather, stepmother, or foster parent), brother, sister, step-brother, step-sister, spouse (including common-law partner spouse resident with the employee), child (including child of common-law partner), stepchild, foster child or ward of the employee, grandchild, father-in-law, mother-in-law, daughter in-law, son-in-law, <i>sister-in-law, brother in-law</i>, the employee's grandparents and relative permanently residing in the employee's household or with whom the employee permanently resides, <del>any relative for whom the employee has a duty of care, irrespective of whether they reside with the employee, a person who stands in the place of a relative for the employee whether or not there is any degree of consanguinity between such person and the employee.</del></p>

**COMMENTS:**

**Bargaining Agent Proposal**

- ◇ The Bargaining Agent is proposing to expand the application of the definition of family to include brother-in-law and sister-in-law.
  - The expansion of the definition would broaden the scope far beyond what is found in all other collective agreements. No sufficient justification supporting this proposal was provided by the Bargaining Agent.
  - The Employer maintains that the current definition in the PSAC collective agreement which applies to the family-related responsibilities entitlement is clearly comparable with what is found in most collective agreements within the Core Public Administration (CPA).

- TBS has recently negotiated 17 agreements in the CPA, none of which have had such expansion to the definition of family. The PSAC proposal is not found in any CPA agreement.
  
- ◇ The Bargaining Agent’s proposal is precedent setting and not found in other public service agreements. With that being said, the Employer is willing to counter-propose the following expansion to the definition of family in Article 45– Leave Without Pay for the Care of Family, Article 46 – Leave With Pay for Family-Related Responsibilities, and Article 50 - Bereavement Leave with Pay to align with other Collective Agreements negotiated this Round:

**Employer movement**

**In order to achieve settlement, the Employer proposes the following:**

Leave Without Pay for the Care of Family

***New 45.01***

***For the purpose of this article, “family” is defined per Article 2 and in addition:***

***a person who stands in the place of a relative for the employee whether or not there is any degree of consanguinity between such person and the employee.***

(Renumber accordingly)

Leave with Pay for Family-related Responsibilities

**46.01**

For the purpose of this article, family is defined as:

- (a) spouse or common-law partner resident with the employee;
- (b) dependent children (including foster children or children of the spouse or common-law partner), ward of the employee;
- (c) parents (including step-parents or foster parents), father-in-law, mother-in-law;
- (d) brother, sister, step-brother, step-sister;
- (e) grandparents and grandchildren of the employee;
- (f) any relative permanently residing in the employee’s household or with whom the employee permanently resides;
- or
- (g) any relative for whom the employee has a duty of care, irrespective of whether they reside with the employee;

**or**

- (h) a person who stands in the place of a relative for the employee whether or not there is any degree of consanguinity between such person and the employee.***

**Bereavement leave with pay**

***New 50.01***

***For the purpose of this article, “family” is defined per Article 2 and in addition:***

***a person who stands in the place of a relative for the employee whether or not there is any degree of consanguinity between such person and the employee. An employee shall be entitled to bereavement leave under 50.01(a) only once during the employee’s total period of employment in the public service.***  
(Renumber accordingly)

- ◇ The Employer respectfully requests that the Commission not recommend the Bargaining Agent’s proposal, but rather the Employer’s counter-proposal, per the *Employer movement* section above, in its report.

**ARTICLE 9 – INFORMATION**

Collective Agreement	Employer Position
<p><b>9.02</b> 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.</p>	<p><b>9.02</b> <del>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.</del> <b><i>The Employer agrees to provide each employee with access to an electronic copy of the Collective Agreement and any amendments thereto. Employees can use the Employer’s equipment to print a copy or portion thereof.</i></b></p>

**COMMENTS:**

**Employer Proposal**

- ◇ The Employer is proposing to introduce language to provide electronic access to the collective agreement. This is consistent with the Government’s policies and commitments to the environment and towards greening its economy, and it is cost-effective.
  
- ◇ The Employer’s proposal is also consistent with the Bargaining Agent’s position regarding greening initiatives. On a number of occasions in the recent past, the Bargaining Agent has made statements and representations arguing that “climate change, global warming and the protection of our environment are Bargaining Agent issues.” The PSAC has also voiced its support towards various greening initiatives, such as Global Climate strike on September 20, 2019, and Earth Day on April 22. During a 2018 Appeal Board hearing regarding the Public Service Dental Care Plan (PSDCP), the Bargaining Agent submitted that the PSDCP should be online rather than printed, so that it could be accessible publicly for members.
  
- ◇ During the 2018 National Convention of the PSAC, the Bargaining Agent indicated that it was deploying efforts to create a more sustainable convention and to reduce the carbon footprint on the environment by reducing the paper used and encouraging members to support the goal of greening.

- ◇ As part of the Statement of Principles advertised on its website, the Bargaining Agent identifies a strong public sector response as the only way to address environmental challenges. The Employer's proposal is aligned with this principle.
  
- ◇ The CFIA Collective Agreements are available on the CFIA external web site in both official languages, in an accessible format that accommodates disabilities. Statistics show that the electronic collective agreement for this Bargaining Unit received 109,433 visits during the 2018-19 fiscal year, and 66,846 visits during the first half of the 2019-20 fiscal year. It is the submission of the Employer that end users much prefer and enjoy the electronic version, which provides easy search capability, the ability to copy and paste into e-mail messages, and the flexibility of printing only sections of interest if required in a hard copy format. An electronic version also offers the flexibility of using various mobile devices, such as a tablet or a cell phone, when access is required outside the work environment.
  
- ◇ The Employer's proposal is a reasonable compromise between language requiring printing of a paper copy of the collective agreement and providing only electronic access. The proposed provision ensures that employees would be able to use the Employer's equipment to print a copy, or portion thereof, should they prefer to do so.
  
- ◇ The Employer submits that this proposal is in line with several other groups and aims at modernizing the way the Agency is doing business. This language is found in CFIA's Science and Analytical (S&A) and Veterinary Medicine (VM) Collective Agreements, and similar language is found within the Agency's Informatics (IN) Collective Agreement where electronic access is the default method of distribution. Additionally, it should be noted that 18 of the 27 collective agreements in the Core Public Administration (CPA) contain the same or similar language on electronic access. These include:

Air Traffic Control (AI) Group  
Applied Science & Patent Examination (SP) Group  
Architecture, Engineering and Land Survey (NR) Group  
Audit, Commerce and Purchasing (AV) Group  
Computer Systems (CS) Group  
Economics and Social Science Services (EC) Group  
Electronics (EL) Group  
Financial Management (FI) Group  
Health Services (SH) Group  
Foreign Service (FS) Group  
Law Practitioner (LP) Group  
Non-Supervisory Printing Services (PR-NS) Group  
Radio Operations (RO) Group  
Research (RE) Group  
Ship Repair (West) (SR (W)) Group  
Translation (TR) Group  
University Teaching (UT) Group

- ◇ Moreover, in its March 12, 2018 report, the Public Interest Commission (PIC) established to hear the outstanding issues between the PSAC and the Employer for the Border Services (FB) group, recommended at paragraph 16; “that the Employer’s proposal be incorporated in the collective agreement”. The Employer proposal reads as follows:

*“For the purpose of satisfying the Employer’s obligation under this clause, employees may be given electronic access to this Agreement. Where electronic access is unavailable, the employee shall be supplied, on request, with a printed copy of this Agreement.”*

- ◇ The PIC further opined in their report:

*“We see little justification in imposing on the Employer the substantial cost of producing printed copies when all employees can be assumed to have access to devices that would enable them to consult the agreement electronically at no real cost to themselves. We note that the employer’s proposal has recently been included in at least a dozen of its collective agreements.”*

- ◇ The Employer respectfully requests that the Commission recommend the Employer's proposal in its report.

**ARTICLE 11 – USE OF EMPLOYER FACILITIES**

<b>Collective Agreement</b>	<b>Bargaining Agent Position</b>
<p><b>11.03</b> 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. Permission to enter the premises shall, in each case, be obtained from the Employer. 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.</p>	<p><b>11.03</b> 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 <b>and/or meetings with PSAC-represented employees.</b> Permission to enter the premises shall, in each case, be obtained from the Employer. <b>Such permission shall not be unreasonably withheld.</b> 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.</p>
	<p><b>11.05 NEW</b> <b><i>The Employer shall not interfere with an employee's right to read, discuss and distribute Union information on non-work time in the workplace.</i></b></p>

**COMMENTS:**

**Bargaining Agent Proposal**

- ◇ The Bargaining Agent is proposing language that allows for its representatives to have broader access to the Employer's premises in clause 11.03.
  - The proposal would allow the Bargaining Agent to meet with employees in the bargaining unit for unspecified reasons. This could include meetings that are inconsistent with, or detrimental to, the Employer's interests and/or operations.
- ◇ The Employer counter proposes the following language, accepting that granting permission shall be subject to a reasonable standard



### Employer movement

**In order to achieve settlement, the Employer proposes the following:**

**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. 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.

- ◇ The Bargaining Agent is also proposing to introduce new language to significantly expand an employee's right to read, discuss, and distribute Union information in the workplace in clause 11.05. This could include materials or meetings that are inconsistent with the Employer's interests and/or operations.
  - Article 11.01 already provides Employees with reasonable bulletin board space for the posting of Union notices. The Employer submits that the current language provides the Union with sufficient space and opportunity to distribute Union material within the Employer's premises.
  - The Employer is willing to work with the Bargaining Agent regarding any concerns they may have regarding the distribution of Union material within the workplace.
  - The Employer submits that agreeing to expanded rights, as proposed by the Bargaining Agent, could have negative impacts on the Employer's operations.
  
- ◇ The Employer therefore respectfully requests that the Commission not recommend the Bargaining Agent's proposal, but rather the Employer's counter-proposal, per the *Employer movement* section above, in its report.

**ARTICLE 13 – LEAVE WITH OR WITHOUT PAY FOR UNION BUSINESS**

Collective Agreement	Employer Position	Bargaining Agent Position
<p><b>13.01</b> When operational requirements permit, the Employer will grant leave with pay:</p> <p>(a) to an employee who makes a complaint on his or her own behalf, before the Federal Public Sector Labour Relations and Employment Board;</p> <p>and</p> <p>(b) to an employee who acts on behalf of an employee making a complaint, or who acts on behalf of the Union making a complaint.</p>	<p><b>13.01</b> When operational requirements permit <i><b>in cases of complaints made to the Federal Public Sector Labour Relations and Employment Board pursuant to section 190(1) of the FPSLRA alleging a breach of sections 157, 186(1)(a), 186(1)(b), 186(2)(a)(i), 186(2)(b), 187, 188(a) or 189(1) of the FPSLRA</b></i>, the Employer will grant leave with pay:</p> <p>(a) to an employee who makes a complaint on his or her own behalf, before the Federal Public Sector Labour Relations and Employment Board;</p> <p>and</p> <p>(b) to an employee who acts on behalf of an employee making a complaint, or who acts on behalf of the Union making a complaint.</p>	
<p><b>13.14</b> Effective January 1, 2018, leave granted to an employee under Article 13.02, 13.09, 13.10, 13.12, and 13.13 will be with pay; the PSAC will reimburse the Employer for the salary and benefit costs of the employee during the period of approved leave with pay according to the terms established by joint agreement.</p>	<p><b>13.14</b> Effective January 1, 2018, leave granted to an employee under Article 13.02, 13.09, 13.10, 13.12, and 13.13 will be with pay <i><b>for a total maximum period of three (3) months per fiscal year</b></i>; the PSAC will reimburse the Employer for the salary and benefit costs of the employee during the period of approved leave with pay according to the terms established by joint agreement.</p>	

**ARTICLE 13 – LEAVE WITH OR WITHOUT PAY FOR UNION BUSINESS (cont.)**

Collective Agreement	Employer Position	Bargaining Agent Position
		<p><b>13.15 NEW</b>  <i>The Employer shall advise the PSAC within one week of the hiring of new PSAC-represented employees and shall grant leave with pay to a reasonable number of employees to provide PSAC orientation to all newly-hired PSAC represented employees.</i></p>
		<p><b>13.16 NEW</b>  <i>Leave without pay, recoverable by the Employer, shall be granted for any other union business validated by the PSAC with an event letter.</i></p>
		<p><b>13.14-17</b>  <del>Effective January 1, 2018, Leave</del>  <i>without pay</i> granted to an employee under <i>this</i> Article, with the exception of Article 13.14 above <del>13.02, 13.09, 13.10, 13.12, and 13.13</del> will be with pay; the PSAC will reimburse the Employer for the salary and benefit costs of the employee during the period of approved leave with pay according to the terms established by joint agreement.</p> <p><b>Renumber clause as appropriate.</b></p>

**COMMENTS:**

**Bargaining Agent Proposal**

- ◇ The Bargaining Agent is proposing that the Employer authorize leave without pay under Article 13 for any union business, validated by the PSAC. Currently, leave for PSAC business (both with and without pay) is limited to specific reasons.

- The Employer submits that agreeing to the Bargaining Agent’s proposal would leave the Employer without any real discretion for the granting of leave without pay, even when it is not reasonable to expect the Employer to grant an employee leave, such as for attending a demonstration against the Employer.
  - Various leave provisions under Article 13 are subject to the Employer’s discretion based on operational requirements.
  - The Bargaining Agent is also proposing to make all but clause 13.14 subject to the terms of the MOU on cost recovery for leave for Alliance business. The Employer submits that the list in current clause 13.14 is sufficient to address the leave without pay and recovery situations, and any clauses negotiated would simply be added to that list.
- ◇ Finally, the Bargaining Agent is proposing to introduce language that the Employer advise PSAC within one (1) week of hiring new PSAC-represented employees and that the Employer grant leave with pay for PSAC orientation.
- The current collective agreement provides for the notification to PSAC of new employees in clause 9.01:

***Article 9 – Information***

*9.01 The Employer agrees to supply the Union each quarter with the name, geographic location and classification of each new employee.*

- The Employer submits that the current language to provide new employee information on a quarterly basis is sufficient. Providing this information within one (1) week of hire would be onerous and would pose a significant administrative burden.
- Furthermore, CFIA has an onboarding checklist for managers with a new employee. This list includes the requirement for managers to introduce the employee to their local union representative and to allow time for a meeting between the new employee and their union representative. CFIA management

reiterated its commitment to this process at both the Operations Branch Union Management Consultation Committee (Ops UMCC) and National Union Management Consultation Committee (NUMCC) in November 2019. CFIA submits that this introduction is ample and sufficient and provides employees with a more personalized and informal opportunity to meet with their local Steward and create positive relationships throughout their employment tenure.

### **Employer Proposal**

- ◇ The Employer is proposing to include references to specific sections within the *Federal Public Sector Labour Relations Act (FPSLRA)* for clarification purposes that are found in almost all other public service collective agreements (including those to which the PSAC is a signatory) in clause 13.01. The addition of the applicable sections in the *FPSLRA* for which leave with pay is granted to an employee making a complaint or one who is acting on behalf of an employee making a complaint will ensure that there is no confusion in terms of which situations leave with pay is granted for.
  
- ◇ The Employer is seeking to clarify the maximum amount of leave with pay for Bargaining Agent business that would be subject to the cost-recovery mechanism introduced during the last round of collective bargaining in clause 13.14. This clause is a new provision negotiated in the last round and is supplemented by Appendix K of the Program and Administrative Services (PA) Collective Agreement, which includes more details concerning the implementation of Bargaining Agent leave with cost recovery. CFIA and PSAC agreed to follow the process for recovery as agreed to in the PA Group Memorandum of Understanding (MOU) with Respect to Leave for Alliance Business – Cost Recovery and its enclosed Memorandum of Agreement (MOA) with Respect to Implementation of Union Leave during the last round. An extract of the appendix is reproduced below:

***Memorandum of Agreement with Respect to Implementation of Union Leave***

*This memorandum is to give effect to an agreement reached between the Employer and the Public Service Alliance of Canada (the Union) to implement a system of cost recovery for leave for union business.*

*The elements of the new system are as follows:*

- Recoverable paid leave for union business for periods of up to 3 months of continuous leave per year;*
- Cost recovery will be based on actual salary costs during the leave period, to which a percentage of salary, agreed to by the parties, will be added;*
- The Employer will pay for all administration costs associated with the operation of this system.*

- ◇ The first bullet above can lead to differing interpretation. The Employer's proposal at 13.14 would address this ambiguity by clarifying that the leave without pay mechanism with cost recovery is for up to a total of three (3) months cumulative per fiscal year. This proposal reflects the original intent of the provisions negotiated in the last round between TBS and the PSAC PA Group.
- ◇ This intent was reflected in the negotiated recovery rate charged by the Employer for the employee benefits. TBS and PSAC agreed to a recovery rate of 6%, recognizing that the full value of employee benefits is, on average for the PA group, over 35%. The rate of 6% is associated with a total maximum of three (3) months per year. The cost-recovery mechanism was negotiated with the intent of being cost neutral; this further supports the Employer's understanding that the mechanism could be used only for a limited amount of time.
- ◇ The Employer respectfully requests that the Commission support the Employer's proposal and not recommend the Bargaining Agent's proposals in its report.

**ARTICLE 16 – DISCIPLINE**

Collective Agreement	Employer Position
<p><b>16.05</b> Any document or written statement related to disciplinary action, which may have been placed on the personnel file of an employee, shall be destroyed after two (2) years have elapsed since the disciplinary action was taken, provided that no further disciplinary action has been recorded during this period.</p>	<p><b>16.05</b> Any document or written statement related to disciplinary action, which may have been placed on the personnel file of an employee, shall be destroyed after two (2) years have elapsed since the disciplinary action was taken, provided that no further disciplinary action has been recorded during this period. <b><i>This period will automatically be extended by the length of any single period of leave without pay.</i></b></p>

**COMMENTS:**

**Employer Proposal**

- ◇ The Employer is proposing to extend the retention of the notice of disciplinary action on file by the length of any period of leave without pay. An employee with documented behavioural issues should have the opportunity to properly demonstrate a sustained improvement in behaviour and management should have the opportunity to monitor and evaluate the employee’s behaviour in the workplace and adjust if required. If an employee has been absent for a period of time, he or she is unable to show sustained improvement over the two (2) year disciplinary period, and should not, by default, return to work with a clean disciplinary record.
- ◇ The removal of an employee’s disciplinary record simply because of an unpaid leave of absence unduly interferes with the principle of progressive discipline.
- ◇ The Employer asks the Commission to note that the provision of an extension to the retention of notice of disciplinary action is already found in some public service collective agreements, such as the Audit, Commerce and Purchasing (AV), Financial Management (FI) and Foreign Services (FS). The various provisions are summarized in Table 27.

**Table 27**  
**Discipline language in other collective agreements**

Employer	Bargaining Unit	Collective Agreement Expiry Date	Language
Treasury Board	ACFO (FI)	November 6, 2022	This period will automatically be extended by the length of any period of leave without pay.
	PIPSC (AV)	June 21, 2022	This period will automatically be extended by the length of any single period of leave without pay in excess of six (6) months.
	PAFSO (FS)	June 30, 2022	This period will automatically be extended by the length of any period of leave without pay of three (3) months or more.

- ◇ Although the proposed language is not precedent setting as it is found in the above-noted Collective Agreements, the Employer is willing to amend its initial proposal as follows:

Employer movement
<p><b>In order to achieve settlement, the Employer proposes the following:</b></p> <p><b>16.05</b>                      Any document or written statement related to disciplinary action, which may have been placed on the personnel file of an employee, shall be destroyed after two (2) years have elapsed since the disciplinary action was taken, provided that no further disciplinary action has been recorded during this period. <b><i>This period will automatically be extended by the length of any period of leave without pay of three (3) months or more.</i></b></p>

- ◇ The Employer respectfully requests that the Commission recommend the Employer’s revised proposal, per the *Employer movement* section above, in its report.



**ARTICLE 19 – SEXUAL HARASSMENT**

Collective Agreement	Bargaining Agent Position
	<p><i>Union proposes to change the title to :</i></p> <p><b>Workplace Violence, Harassment, Bullying and Abuse of Authority</b></p>
<p><b>19.01</b></p> <p>The Union and the Employer recognize the right of employees to work in an environment free from sexual harassment and agree that sexual harassment will not be tolerated in the work place.</p>	<p><b>19.01</b></p> <p>The Union and the Employer recognize the right of employees to work in an environment free from sexual <b>workplace violence</b>, harassment, <b>bullying and abuse of authority</b>, and agree that <del>sexual violence, bullying</del>, harassment, <b>and abuse of authority</b> will not be tolerated in the work place.</p>
<p><b>N/A</b></p>	<p><b>19.02 New Definitions:</b></p> <p><i>(a) Violence, harassment and/or bullying includes any action, conduct or comment, including of a sexual nature, that can reasonably be expected to cause offence, humiliation or other physical or psychological injury, or illness to an employee, included any prescribed action, conduct or comment.</i></p> <p><i>(b) Abuse of authority occurs when an individual uses the power and authority inherent in his/her position to endanger an employee’s job, undermines the employee’s ability to perform that job, threatens the economic livelihood of that employee or in any way interferes with or influences the career of the employee. It may include intimidation, threats, blackmail or coercion.</i></p>

**ARTICLE 19 – SEXUAL HARASSMENT (cont.)**

<b>Collective Agreement</b>	<b>Bargaining Agent Position</b>
<p><b>19.03</b> By mutual agreement, the parties may use a mediator in an attempt to settle a grievance dealing with sexual harassment. The selection of the mediator will be by mutual agreement.</p>	<p><del>19.03</del> <b>19.04</b> By mutual agreement, the parties may use a mediator in an attempt to settle a grievance dealing with <del>sexual violence, including but no limited to</del>, harassment. The selection of the mediator will be by mutual agreement <b>and such selection shall be made within thirty (30) calendar days of each party providing the other with a list of up to three (3) proposed mediators.</b></p>
	<p><b>NEW 19.05</b> <i>Upon request by the complainant(s) and/or respondent(s), a full copy of any and all investigation(s) report(s), including but not limited to the Competent Person report, shall be provided to them by the Employer, subject to the Access to Information Act and Privacy Act.</i></p>
	<p><b>NEW 19.06</b></p> <p><i>(a) No Employee against whom an allegation of violence or discrimination has been made shall be subject to any disciplinary measure before the completion of any investigation into the matter, but may be subject to other interim measures where necessary.</i></p> <p><i>(b) If at the conclusion of any and all investigation(s), an allegation of misconduct under this Article is found to be unfounded, all records related to the allegation and investigation shall be removed from the employee's file.</i></p>
	<p><b>NEW 19.07</b> <i>At no time may electronic monitoring systems be used as a means to evaluate the performance of employees, or to gather evidence in support of disciplinary measures unless such disciplinary measures result from commission of a criminal act.</i></p>

## COMMENTS:

### Bargaining Agent Proposal

- ◇ The Bargaining Agent is proposing to introduce language which would transform the sexual harassment article into a broader harassment and abuse of authority provision.
  - The Agency has a comprehensive *Policy on the Prevention and Resolution of Harassment in the Workplace*, based on extensive consultations with all the Bargaining Agents at the Agency.
  - This Agency-wide policy defines harassment as, “any serious or repeated improper conduct by an individual that is directed at and offensive to another person or persons in the workplace, and that the individual know or ought reasonably to have known would cause offence or harm. It comprises any objectionable act, comment or display that demeans, belittles or causes personal humiliation or embarrassment, and any act of intimidation or threat. It includes abuse of authority as well as harassment within the meaning of the *Canadian Human Rights Act*”. The policy can be found in Appendix I.
  - The Agency’s comprehensive policy focuses on the prevention, as well as the resolution of harassment. The Bargaining Agent’s proposal appears to be limited to redress.
  
- ◇ The Bargaining Agent is proposing in 19.03 to expand the role of a mediator and provide parameters around their selection.
  
- ◇ In 19.05, the Bargaining Agent is proposing to introduce language that all investigation(s) report(s) would be provided to the complainant(s) upon request.
  
- ◇ The Bargaining Agent is proposing language which is already addressed within the *Federal Public Sector Labour Relations Act* (FPSLRA) and will be addressed in Bill C-65.

- Section 8 of the FPSLRA, which deals with union / management committees, specifically lists harassment in the workplace as an issue that can be addressed jointly. Therefore, legislation has already set out a mechanism for the Bargaining Agent to be engaged on this important issue.
  - The Government of Canada has committed to taking action to ensure that federal workplaces are free from harassment and violence. In response to this priority, Parliament introduced, and passed, Bill C-65, *An Act to amend the Canada Labour Code* (harassment and violence), which applies to the Agency.
  - The proposed new regulations, currently in development, streamline and consolidate harassment and violence provisions for all federally regulated workplaces under the *Code* and highlight the importance of harassment and violence prevention, and make it easier for Employers and employees to identify their rights and duties – contained in a separate set of regulations. The proposed Regulations will strengthen requirements with respect to preventing and responding to occurrences of harassment and violence and supporting those affected.
  - The Agency has been consulting collaboratively with its Bargaining Agents, through its National Occupational Health and Safety (NOSH) Committee to draft a new overarching Policy that will meet the requirements of Bill C-65 and the pending regulations. The Agency will continue its past practice of consulting with the Bargaining Agent during and after the Policy update and its implementation.
- ◇ The Bargaining Agent is proposing new language at 19.06 to prevent the Employer from disciplining employees subject to a harassment allegation before the completion of the investigation.
- The Employer submits that this language is not required as there are processes in place through CFIA's *Policy on the Prevention and Resolution of Harassment in the Workplace* in responding to a harassment complaint. The steps are as follows:

Step 1 - Filing a Complaint

Step 2 - Screening, Review, and Acknowledgement of Complaint

Step 3 - Mediation

Step 4 - Investigation

Step 5 - Decision

Step 6 - Rebuilding a Positive Work Environment

- As part of the fifth step in the process, the delegated manager reviews all relevant information and decides what action to take. It is at this time that he/she ensures that corrective and/or disciplinary measures are taken, if warranted.
  
- ◇ The Employer argues that the new language proposed in Article 19 is not necessary as the Agency, in consultation with the Bargaining Agent, is making demonstrable progress at reducing harassment at the Agency.
  
- The Employer has implemented a number of measures to increase awareness and prevent and respond to harassment including the Speak Up, We're Listening Campaign, the Joint Union/Management facilitated Harassment Awareness Training (HAT), the establishment of a Workplace Respect and Wellbeing Toolkit, Harassment Accountability workshops for Senior Management and Managers, and the launch of a Harassment Support Liaison Officer program.
- In the 2019 Public Service Employment Service (PSES), 13% of PSAC employees reported being the victim of harassment in the past two years. This number has declined from 14% in 2017 and 19% in 2014, a decrease of 38%. This is a significant decline and clearly demonstrates the progress the employer has made in reducing harassment at the Agency.
- In the 2018 PSES, 67% of staff responded that the Agency works hard to create a workplace that prevents harassment, an increase of 2% from 2014. This demonstrates that the measures implemented by the Employer to address and prevent harassment are being recognized by staff and are having a positive impact on reducing harassment within the Agency.

- ◇ The Agency remains focussed on addressing and preventing harassment and continuing with the collaborative actions underway to build and foster a respectful workplace.
  
- ◇ The Bargaining Agent is also proposing to introduce language to prohibit the use of electronic monitoring systems such as ID access cards, computer log-in information or security camera footage, in evaluating performance or gathering evidence in support of disciplinary measures. This proposal is also included in Article 58.
  - While there are occasions where electronic monitoring may be used to support a disciplinary action, CFIA has robust security and privacy protocols in place, and this information is not provided freely. CFIA Security must review, and specific parameters must be met, before Security will release any materials. Information from these systems is only provided to corroborate or validate evidence that has already been gathered.
  
- ◇ This precedent setting proposal is not found in other CFIA Collective Agreements or collective agreements with the Core Public Administration (CPA). CFIA is not prepared to agree to the Bargaining Agent's NEW proposal.

### **Employer movement**

**In order to achieve settlement, the Employer proposes the following:**

**NEW**

#### **APPENDIX “XX”**

#### **Memorandum of Understanding between the Canadian Food Inspection Agency and the Public Service Alliance of Canada with respect to Workplace Harassment**

**This memorandum is to give effect to the agreement reached between the Canadian Food Inspection Agency (the Employer) and the Public Service Alliance of Canada (the Union).**

**Both parties share the objective of creating healthy work environments that are free from harassment and violence. In the context of the passage of Bill C-65 An Act to amend the Canada Labour Code by the Government of Canada, as well as the Clerk of the Privy Council’s initiative to take action to eliminate workplace harassment, the Employer is developing a new policy covering both harassment and violence situations.**

**During this process, the Employer will consult with the Union on the following:**

- **mechanisms to guide and support employees through the harassment resolution process;**
- **redress for the detrimental impacts on an employee resulting from an incident of harassment;**  
**and**
- **ensuring that employees can report harassment without fear of reprisal.**

**The implementation and application of this policy do not fall within the purview of this MOU or the collective agreement.**

**This memorandum expires upon issuance of the new policy or (expiry of the collective agreement), whichever comes first.**

- ◇ The Employer respectfully requests that the Commission not recommend the Bargaining Agent’s proposal, but rather the Employer’s counter-proposal, per the *Employer movement* section above, in its report.

**ARTICLE 23 – TECHNOLOGICAL CHANGE**

Collective Agreement	Employer Position	Bargaining Agent Position
<p><b>23.01</b> The parties have agreed that in cases where as a result of technological change the services of an employee are no longer required beyond a specified date because of lack of work or the discontinuance of a function, the Employment Transition Policy (Appendix "B") concluded by the parties will apply. In all other cases the following clauses will apply.</p>		<p><b>23.01</b> The parties have agreed that in cases where as a result of technological change the services of an employee are no longer required beyond a specified date because of lack of work or the discontinuance of a function, <b>the relocation of a work unit or work formerly performed by a work unit</b>, the Employment Transition Policy (Appendix "B") concluded by the parties will apply. In all other cases the following clauses will apply.</p>
<p><b>23.02</b> In this Article "Technological Change" means:</p> <p>(a) the introduction by the Employer of equipment or material of a different nature than that previously utilized; and</p> <p>(b) a change in the Employer's operation directly related to the introduction of that equipment or material.</p>		<p><b>23.02</b> In this Article "Technological Change" means:</p> <p>(a) the introduction by the Employer of equipment or, material, <b>systems or software</b> of a different nature than that previously utilized; and</p> <p>(b) a change in the Employer's operation directly related to the introduction of that equipment or material, <b>systems or software.</b></p>
<p><b>23.03</b> Both parties recognize the overall advantages of technological change and will, therefore, encourage and promote technological change in the Employer's operations. Where technological change is to be implemented, the Employer will seek ways and means of minimizing adverse effects on employees which might result from such changes.</p>		<p><b>23.03</b> <del>Both parties recognize the overall advantages of technological change and will, therefore, encourage and promote technological change in the Employer's operations.</del> Where technological change is to be implemented, the Employer will seek ways and means of minimizing adverse effects on employees which might result from such changes.</p>



**ARTICLE 23 – TECHNOLOGICAL CHANGE (cont.)**

<b>Collective Agreement</b>	<b>Employer Position</b>	<b>Bargaining Agent Position</b>
<p><b>23.04</b> The Employer agrees to provide as much advance notice as is practicable but, except in cases of emergency, not less than one hundred and eighty (180) days written notice to the Union of the introduction or implementation of technological change when it will result in significant changes in the employment status or working conditions of the employees.</p>	<p><b>23.04</b> The Employer agrees to provide as much advance notice as is practicable but, except in cases of emergency, not less than <b>ninety (90)</b> <del>one hundred and eighty (180)</del> days written notice to the Union of the introduction or implementation of technological change when it will result in significant changes in the employment status or working conditions of the employees.</p>	<p><b>23.04</b> The Employer agrees to provide as much advance notice as is practicable but, except in cases of emergency, not less than <del>one hundred and eighty (180)</del> <b>three hundred and sixty (360)</b> days written notice to the Union of the introduction or implementation of technological change when it will result in significant changes in the employment status or working conditions of the employees.</p>
<p><b>23.05</b> The written notice provided for in clause 23.04 will provide the following information:  ...</p>		<p><b>23.05</b> The written notice provided for in clause 23.04 will provide the following information:  ...  <b>(f) the business case and all other documentation that demonstrates the need for the technological change and the complete formal and documented risk assessment that was undertaken as the change pertains to the employees directly impacted, all employees who may be impacted and to the citizens of Canada if applicable, and any mitigation options that have been considered.</b></p>
<p><b>23.06</b> As soon as reasonably practicable after notice is given under clause 23.04, the Employer shall consult meaningfully with the Union concerning the rationale for the change and the topics referred to in clause 23.05 on each group of employees, including training.</p>		<p><b>23.06</b> As soon as reasonably practicable after notice is given under clause 23.04, the Employer shall consult meaningfully with the Union, <b>at a mutually agreed upon time</b>, concerning the rationale for the change and the topics referred to in clause 23.05 on each group of employees, including training.</p>

**ARTICLE 23 – TECHNOLOGICAL CHANGE (cont.)**

Collective Agreement	Employer Position	Bargaining Agent Position
<p><b>23.07</b> When, as a result of technological change, the Employer determines that an employee requires new skills or knowledge in order to perform the duties of the employee's substantive position, the Employer will make every reasonable effort to provide the necessary training during the employee's working hours without loss of pay and at no cost to the employee.</p>		<p><b>23.07</b> When, as a result of technological change, the Employer determines that an employee requires new skills or knowledge in order to perform the duties of the employee's substantive position, the Employer will <del>make every reasonable effort</del> to provide the necessary training during the employee's working hours without loss of pay and at no cost to the employee.</p>

**COMMENTS:**

**Bargaining Agent Proposal**

- ◇ The Bargaining Agent is proposing to introduce “the relocation of a work unit or work formerly performed by a work unit,” to clause 23.01.
  - The proposal is precedent setting and current language is common across CPA collective agreements.
  - The Bargaining Agent did not provide a justification for this proposed change and the Employer is of the view that it is unwarranted.
  
- ◇ The Bargaining Agent is proposing to introduce language to clause 23.02 that would significantly and unduly broaden the scope of Article 23.
  - This addition could be argued as encompassing any systems and/or software changes, updates or upgrades, which are common and do not amount to technological changes as contemplated by the article. On the other hand, the current provision is already broad enough (i.e the reference to equipment or material) to capture a large variety of technological changes when the

equipment or material is of a different nature than that previously utilized, which may include systems or software, where warranted.

- ◇ The Bargaining Agent is proposing the deletion of a portion of clause 23.03.
  - The Employer believes that this would send the wrong message contrary to CFIA's modernization initiatives. Technological change is important to the Agency's evolution and work of serving Canadians. This should not only be recognized, but encouraged and promoted.
  
- ◇ The Bargaining Agent is proposing to increase the notification period in clause 23.04 from 180 days to 360 days.
  - The Employer believes this is unreasonable and places too much constraint on the Employer in carrying out its operations. It would be impractical, if not impossible at times, to provide such lengthy notice of impending changes without unduly delaying the introduction of required changes. This would significantly hamper the Agency in implementing our RTBF priorities.
  
- ◇ The Bargaining Agent is proposing language in 23.05 that introduces an obligation to include any business case or other documentation in the notice of Technological Change.
  - The determination of a need for technological change is the prerogative of the Employer and there is no rationale, nor reasonable justification for the proposed requirement to provide business cases and/or decision-making documents.
  - The Employer is of the view that the existing provisions at clause 23.05 and 23.06, providing for notification and consultation, are adequate and sufficient.
  - The changes proposed by the Bargaining Agent are not found in other CPA collective agreements. The *Federal Public Sector Labour Relations Act*

(*FPSLRA*) and the collective agreement (Article 20) also include broad provisions dealing with joint consultation.

- ◇ The Bargaining Agent is proposing language in 23.06 that has the potential to cause undue delays in the consultation process.
- ◇ The Bargaining Agent is proposing the deletion of language in 23.07 as it relates to providing training. This is precedent setting; it places a much higher burden on the Employer and would open the door to employees claiming that more training is always needed.
- ◇ The Bargaining Agent has not made a compelling argument to support its proposals, or demonstrate that the current provisions are inadequate.

### **Employer Proposal**

- ◇ The Employer is proposing to decrease the notification period in clause 23.04 from 180 days to 90 days.
  - This would allow the Employer the flexibility to more quickly introduce technological changes that can lead to higher levels of efficiencies in the workplace. Leveraging these enhancements, the Agency is constantly thriving to innovate, modernize and improve services provided to Canadians as well as optimizing our workforce to best meet our priorities.
- ◇ The Employer respectfully requests that the Commission support the Employer's proposal and not recommend the Bargaining Agent's proposals in its report.

**ARTICLE 24 – HOURS OF WORK**

Collective Agreement	Employer Position	Bargaining Agent Position
		<p><b>The Union proposes to reduce the work week to 37.5 hours/week for members of the GL and GS groups without any reduction in pay. Note that consequential changes / amendments will be required throughout the collective agreement pursuant to this change.</b></p>
<p><b>24.02</b> The Employer agrees that, before a schedule of working hours is changed, the changes will be discussed with the appropriate steward of the Union if the change will affect a majority of the employees governed by the schedule.</p>		<p><b>24.02</b> <del>The Employer agrees that, before a schedule of working hours is changed, the changes will be discussed with the appropriate steward of the Union if the change will affect a majority of the employees governed by the schedule.</del> <b>The Employer shall not change day workers into shift workers nor change shift workers into day workers without mutual agreement between the Employer and the PSAC.</b></p>
<p><b>24.05</b> For employees who work on a rotating or irregular basis: ...  (b) Every reasonable effort shall be made by the Employer:  ...  (iv) to arrange shifts over a period of time not exceeding two (2) months and to post schedules at least seven (7) days in advance of the starting date of the new schedule.</p>		<p><b>24.05</b> For employees who work on a rotating or irregular basis: ...  (b) Every reasonable effort shall be made by the Employer:  ...  (iv) to arrange shifts over a period of time not exceeding two (2) months and to post schedules at least <del>seven (7)</del> <b>fifteen (15)</b> days in advance of the starting date of the new schedule, <del>and fourteen (14) days in advance, where practicable.</del></p>

**ARTICLE 24 – HOURS OF WORK (cont.)**

Collective Agreement	Employer Position	Bargaining Agent Position
<p><b>24.10</b></p> <p>If an employee is given less than seven (7) days' advance notice of a change in that employee's shift schedule, the employee will receive a premium rate of time and one-half (1.5) for work performed on the first (1<sup>st</sup>) shift changed. Subsequent shifts worked on the new schedule shall be paid for at straight time.</p>		<p><b>24.10</b></p> <p>If an employee is given less than seven (7) days' advance notice of a change in that employee's shift schedule, the employee will receive a premium rate of time and one-half (1.5) for work performed on the first (1<sup>st</sup>) shift changed <del>worked on the revised schedule for the first (1<sup>st</sup>) seven decimal five (7.5) hours and double (2) time thereafter.</del> Subsequent shifts worked on the new schedule shall be paid for at straight time.</p>
<p><b>24.15</b></p> <p>For greater certainty, the following provisions of this Agreement shall be administered as provided herein:</p> <p>(g) Overtime</p> <p>Overtime shall be compensated for all work performed on regular working days or on days of rest at time and three-quarters (1.75).</p>	<p><b>24.15</b></p> <p>For greater certainty, the following provisions of this Agreement shall be administered as provided herein:</p> <p><i>Paragraph 24.15 (g) does not apply to employees working compressed hours; the overtime provisions of 27.01 apply instead.</i></p> <p>(g) Overtime</p> <p>Overtime shall be compensated for all work performed on regular working days or on days of rest at time and three-quarters (1.75).</p>	

**COMMENTS:**

**Bargaining Agent Proposal**

- ◇ The Bargaining Agent is proposing to introduce language that would limit management rights in not allowing the Employer to change day workers into shift workers, or vice versa, without mutual agreement of PSAC and the Employer in clause 24.02. This language is precedent setting and not found in other public service or CFIA collective agreements. The Employer submits that the current language requiring discussion between the Parties when the change will affect the majority of the employees is sufficient.

- ◇ The Bargaining Agent is proposing an increase to the number of days before the commencement of a new schedule that the shift schedule needs to be posted, from its current seven (7) days to 15 days in advance in clause 24.05(b)(iv). Collective agreement language must have the flexibility to enable the Agency to respond and adapt to the changing nature of the work, and to provide the services to meet the CFIA's mandate and ensure the continued health and safety of Canadians and the economy. The Employer submits that the current seven (7) days is sufficient and provides the employee with adequate time to prepare for the new shift, and provides the Employer with flexibility to ensure the finalized schedule reflects its operational requirements.
  
- ◇ The Bargaining Agent is also proposing a reduction to the workweek for GL/GS employees. As this proposal touches a number of different articles, the Employer has provided its position globally regarding that issue in Part IV: General Labour and Trades (GL) and General Services (GS) Occupational Groups.

### **Employer Proposal**

- ◇ The Employer is proposing to modify the overtime provisions for employees working a compressed work week in clause 24.15. The overtime provisions for variable hours of work provide that overtime shall be compensated at time and three-quarters (1.75). While general overtime provisions provide for overtime to be compensated at time and one-half (1.5) on a regular working day or first day of rest, and double (2) time on a second day of rest, the Employer submits that compensation at time and three-quarters (1.75) for variable workers would typically result in a higher overtime payment, as recognition for the requirement to work a variable schedule.
  - Employees who work a compressed schedule do so at their own request. As such, the Employer submits that these employees should be subject to the same overtime provisions as other employees working a normal work week.

- ◇ The Employer respectfully requests that the Commission support the Employer's proposals and not recommend the Bargaining Agent's proposals in its report.



**ARTICLE 26 – SHIFT PREMIUMS**

Collective Agreement	Bargaining Agent Position
<p><b>Excluded provisions</b></p> <p><b>This Article does not apply to employees on day work, covered by clauses 24.04 or GL/GS 24.04.</b></p> <p><b>26.01 Shift Premium</b></p> <p>An employee working on shifts, half or more of the hours of which are regularly scheduled between four (4) p.m. and eight (8) a.m., will receive a shift premium of two dollars (\$2.00) per hour for all hours worked, including overtime hours, between four (4) p.m. and eight (8) a.m. The shift premium will not be paid for hours worked between eight (8) a.m. and four (4) p.m.</p>	<p><b>26.01 Shift Premium</b></p> <p><del>An employee working on shifts, half or more of the hours of which are regularly scheduled between four (4) p.m. and eight (8) a.m., will receive a shift premium of two dollars (\$2.00) per hour for all hours worked, including overtime hours, between four (4) p.m. and eight (8) a.m. The shift premium will not be paid for hours worked between eight (8) a.m. and four (4) p.m.</del></p> <p><b><i>An employee working on shifts will receive a shift premium of three dollars (\$3.00) per hour for all hours worked, including overtime hours, between 16:00 and 00:00.</i></b></p> <p><b><i>An employee working on shifts will receive a shift premium of five dollars (\$5.00) per hour for all hours worked, including overtime hours between 00:00 and 08:00.</i></b></p>
<p><b>26.02 Weekend Premium</b></p> <p>An employee working on shifts during a weekend will receive an additional premium of two dollars (\$2.00) per hour for all hours worked, including overtime hours, on Saturday and/or Sunday.</p>	<p><b>26.02 Weekend Premium</b></p> <p>An employee working on shifts during a weekend will receive an additional premium of <del>two dollars (\$2.00)</del> <b>three dollars (\$3.00)</b> per hour for all hours worked, including overtime hours, on Saturday and/or Sunday.</p>

**COMMENTS:**

**Bargaining Agent Proposal**

- ◇ The Bargaining Agent is proposing to introduce language to increase the shift premium from two dollars (\$2.00) to three dollars (\$3.00) per hour between 16:00 and 00:00, and to five dollars (\$5.00) per hour between 00:00 and 08:00. Additionally the Bargaining Agent is proposing to increase the weekend premium from two dollars (\$2.00) to three dollars (\$3.00) per hour.
- ◇ This precedent setting proposal is not found in other CFIA Collective Agreements or collective agreements with the Core Public Administration (CPA) and would

result in significantly increased costs. CFIA is not prepared to agree to the proposed increase in shift or weekend premiums.

- ◇ The Employer respectfully requests that the Commission not recommend the Bargaining Agent's proposals in its report.

**ARTICLE 27 – OVERTIME**

Collective Agreement	Bargaining Agent Position
<p><b>27.01</b></p> <p>Each fifteen (15) minute period of overtime shall be compensated for at the following rates:</p> <p>(a) time and one-half (1.5) except as provided for in sub-clause 27.01(b) or (c);</p> <p><b>Sub-clause 27.01(b) does not apply to bargaining unit employees classified as GL or GS.</b></p> <p>(b) double (2) time for each hour of overtime worked after fifteen (15) hours' work in any twenty-four (24) hour period or after seven decimal five (7.5) hours' work on the employee's first (1<sup>st</sup>) day of rest, and for all hours worked on the second (2<sup>nd</sup>) or subsequent day of rest. Second (2<sup>nd</sup>) or subsequent day of rest means the second (2<sup>nd</sup>) or subsequent day in an unbroken series of consecutive and contiguous calendar days of rest;</p> <p><b>Sub-clause 27.01(c) applies only to bargaining unit employees classified as GL or GS.</b></p>	<p><b>27.01</b></p> <p>Each <del>fifteen (15) minute period of</del> <b>All overtime worked</b> shall be compensated for at the following rates: <b>double time. All overtime is pensionable time.</b></p> <p><del>(a) time and one-half (1.5) except as provided for in sub-clause 27.01(b) or (c);</del></p> <p><b>Sub-clause 27.01(b) does not apply to bargaining unit employees classified as GL or GS.</b></p> <p><del>(b) double (2) time for each hour of overtime worked after fifteen (15) hours' work in any twenty-four (24) hour period or after seven decimal five (7.5) hours' work on the employee's first (1<sup>st</sup>) day of rest, and for all hours worked on the second (2<sup>nd</sup>) or subsequent day of rest. Second (2<sup>nd</sup>) or subsequent day of rest means the second (2<sup>nd</sup>) or subsequent day in an unbroken series of consecutive and contiguous calendar days of rest;</del></p> <p><b>Sub-clause 27.01(c) applies only to bargaining unit employees classified as GL or GS.</b></p>
<p>(c) double (2) time for each hour of overtime worked after sixteen (16) hours' work in any twenty-four (24) hour period or after eight (8) hours' work on the employee's first (1<sup>st</sup>) day of rest, and for all hours worked on the second (2<sup>nd</sup>) or subsequent day of rest. Second (2<sup>nd</sup>) or subsequent day of rest means the second (2<sup>nd</sup>) or subsequent day in an unbroken series of consecutive and contiguous calendar days of rest.</p>	<p><del>(c) double (2) time for each hour of overtime worked after sixteen (16) hours' work in any twenty-four (24) hour period or after eight (8) hours' work on the employee's first (1<sup>st</sup>) day of rest, and for all hours worked on the second (2<sup>nd</sup>) or subsequent day of rest. Second (2<sup>nd</sup>) or subsequent day of rest means the second (2<sup>nd</sup>) or subsequent day in an unbroken series of consecutive and contiguous calendar days of rest.</del></p>

**ARTICLE 27 – OVERTIME (cont.)**

Collective Agreement	Bargaining Agent Position
<p><b>27.08</b></p> <p>(a) An employee who works three (3) or more hours of overtime immediately before or immediately following the employee's scheduled hours of work shall be reimbursed for one (1) meal in the amount of ten dollars (\$10.00) except where free meals are provided.</p> <p>(b) When an employee works overtime continuously extending three (3) hours or more beyond the period provided for in (a) above, the employee shall be reimbursed for one (1) additional meal in the amount ten dollars (\$10.00) for each additional three (3) hour period thereafter, except where free meals are provided.</p> <p>(c) Reasonable time with pay, to be determined by the Employer, shall be allowed the employee in order that the employee may take a meal break either at or adjacent to the employee's place of work.</p> <p>(d) Meal allowances under this clause shall not apply to an employee who is in travel status which entitles the employee to claim expenses for lodging and/or meals.</p>	<p><b>27.08</b></p> <p>(a) An employee who works three (3) or more hours of overtime immediately before or immediately following the employee's scheduled hours of work shall be reimbursed for one (1) meal in the amount of <del>ten</del> <b>fifteen</b> dollars (<del>\$10</del><b>15.00</b>) except where free meals are provided.</p> <p>(b) When an employee works overtime continuously extending three (3) hours or more beyond the period provided for in (a) above, the employee shall be reimbursed for one (1) additional meal in the amount of <del>ten</del> <b>fifteen</b> dollars (<del>\$10</del><b>15.00</b>) for each additional three (3) hour period thereafter, except where free meals are provided.</p> <p>(c) Reasonable time with pay, to be determined by the Employer, shall be allowed the employee in order that the employee may take a meal break either at or adjacent to the employee's place of work.</p> <p>(d) Meal allowances under this clause shall not apply to an employee who is in travel status which entitles the employee to claim expenses for lodging and/or meals.</p>

**COMMENTS:**

**Bargaining Agent proposal**

- ◇ The Bargaining Agent is proposing that all overtime shall be compensated for at double time.
  - The Employer submits that agreeing to such a change would have a significant financial impact and would exceed the provisions contained in other CPA collective agreements without justification.
  - Increasing the compensation rate of overtime to double time would cost the Agency an estimated additional \$2,505,835 per year.

- This increase will also affect the following articles: Article 28 – Call-back Pay, Article 29 – Standby, Article 30 – Reporting Pay and Article 31 – Designated Paid Holidays.
- ◇ The Bargaining Agent is proposing that all overtime shall be pensionable.
- This language is precedent setting and not found in other public service or CFIA collective agreements, nor is this a determination the Employer has the authority to make – such determinations are the responsibility of the Pension Centre.
- ◇ The Bargaining Agent is proposing to increase the overtime meal allowance from ten (\$10.00) dollars to fifteen (\$15.00) dollars.
- Increasing the meal allowance from \$10.00 to \$15.00 would cost the Agency an estimated additional \$31,288 per year.
  - The Employer submits that the Bargaining Agent’s proposal is not reflective of the current established negotiated settlement pattern in the federal public service. In this context, and in line with the Informatics (CFIA-IN) and CPA agreements recently signed, the Employer is of the opinion that it would be appropriate for the Commission to recommend increasing the meal allowance to twelve (\$12.00) dollars to align with other CPA groups.

**Employer movement**

**In order to achieve settlement, the Employer proposes the following:**

**27.08**

- (a) An employee who works three (3) or more hours of overtime immediately before or immediately following the employee's scheduled hours of work shall be reimbursed for one (1) meal in the amount of ~~ten~~ **twelve** dollars (\$~~10~~**12.00**) except where free meals are provided.
- (b) When an employee works overtime continuously extending three (3) hours or more beyond the period provided for in (a) above, the employee shall be reimbursed for one (1) additional meal in the amount ~~ten~~ **twelve** dollars (\$~~10~~**12.00**) for each additional three (3) hour period thereafter, except where free meals are provided.

- ◇ The Employer respectfully requests that the Commission not recommend the Bargaining Agent's proposals, but rather the Employer's counter-proposal, per the *Employer movement* section above, in its report.

**ARTICLE 28 – CALL-BACK PAY**

Collective Agreement	Bargaining Agent Position
<p><b>28.01</b> If an employee is called back to work:</p> <p>(a) on a designated paid holiday which is not the employee's scheduled day of work;</p> <p>or</p> <p>(b) on the employee's day of rest;</p> <p>or</p> <p>(c) after the employee has completed his or her work for the day and has left his or her place of work, and returns to work, the employee shall be paid the greater of:</p> <p>(i) compensation equivalent to three (3) hours' pay at the applicable overtime rate of pay for each call-back to a maximum of eight (8) hours' compensation in an eight (8) hour period. Such maximum shall include any reporting pay pursuant to clause 31.06 and the relevant reporting pay provisions;</p> <p>or</p> <p>...</p> <p>(e) When an employee completes a call-back requirement without leaving the location in which the employee was contacted, the minimum of three (3) hours provided for in sub-clause 28.01(c) shall be replaced by a minimum of one (1) hour which shall apply only once in respect of each eight (8) hour period.</p>	<p><b>28.01</b> If an employee is called back to work:</p> <p>(a) on a designated paid holiday which is not the employee's scheduled day of work;</p> <p>or</p> <p>(b) on the employee's day of rest;</p> <p>or</p> <p>(c) after the employee has completed his or her work for the day and has left his or her place of work, and returns to work, the employee shall be paid the greater of:</p> <p>(i) compensation equivalent to three (3) hours' pay at <del>the applicable overtime rate of pay</del> <b>double time</b> for each call-back to a maximum of eight (8) hours' compensation in an eight (8) hour period. Such maximum shall include any reporting pay pursuant to clause 31.06 and the relevant reporting pay provisions;</p> <p>or</p> <p>...</p> <p><del>(e) When an employee completes a call-back requirement without leaving the location in which the employee was contacted, the minimum of three (3) hours provided for in sub-clause 28.01(c) shall be replaced by a minimum of one (1) hour which shall apply only once in respect of each eight (8) hour period.</del></p>

**COMMENTS:**

**Bargaining Agent Proposal**

- ◇ The Bargaining Agent is proposing that all call-back shall be compensated for at double time regardless of the employee being required to report to work to complete the call-back.

- This language is precedent setting and not found in other public service or CFIA collective agreements.
  - The Employer submits that agreeing to such a change would have a significant financial impact and would exceed the provisions contained in other CPA collective agreements without justification.
  - Increasing the compensation rate of Call-Back to double time would cost the Agency an estimated additional \$71,117 per year.
  - The premium under 28.01 (e) is to compensate an employee for the inconvenience of being called-back, understanding that the inconvenience is lessened when the call-back can be completed remotely.
- ◇ The Employer respectfully requests that the Commission not recommend the Bargaining Agent's proposals in its report.



**ARTICLE 29 – STANDBY**

Collective Agreement	Employer Position
<p><b>29.04</b></p> <p>When an employee is required to report for work and reports on a day of rest, the employee shall be paid the greater of:</p> <p>(a) compensation equivalent to three (3) hours' pay at the applicable overtime rate for each reporting to a maximum of eight (8) hours' compensation in an eight (8) hour period; or</p> <p>(b) compensation at the applicable overtime rate for actual overtime worked;</p> <p>(c) the Employer shall endeavour to make payment for standby compensation by the fourth (4<sup>th</sup>) week after which the employee submits the request for payment.</p>	<p><b>29.04</b></p> <p><i>An employee on standby who is called in to work by the Employer and who reports for work shall be compensated in accordance with Article 28 – Call-Back Pay.</i></p> <p><del>When an employee is required to report for work and reports on a day of rest, the employee shall be paid the greater of:</del></p> <p><del>(a) compensation equivalent to three (3) hours' pay at the applicable overtime rate for each reporting to a maximum of eight (8) hours' compensation in an eight (8) hour period; or</del></p> <p><del>(b) compensation at the applicable overtime rate for actual overtime worked;</del></p> <p><del>(c) the Employer shall endeavour to make payment for standby compensation by the fourth (4<sup>th</sup>) week after which the employee submits the request for payment.</del></p>
<p><b>29.05</b></p> <p>Other than when required by the Employer to use a vehicle of the Employer for transportation to a work location other than an employee's normal place of work, time spent by the employee reporting to work or returning to his or her residence shall not constitute time worked.</p>	<p><b>29.05</b></p> <p><del>Other than when required by the Employer to use a vehicle of the Employer for transportation to a work location other than an employee's normal place of work, time spent by the employee reporting to work or returning to his or her residence shall not constitute time worked.</del></p>

**COMMENTS:**

**Employer Proposal**

- ◇ The Employer is proposing to introduce language that will clarify that once an employee on standby is called-back to work, they are to be compensated under the Call-back Article.
- The Employer submits that including call-back language in the Standby Article creates confusion. This lack of clarity can lead to inconsistent treatment of

employees, unintentional failure to follow the collective agreement and grievances.

- ◇ The Employer is also proposing to remove language in 29.05 to clarify that time travelling to or from work does not constitute time worked.
  
- ◇ The Employer respectfully requests that the Commission recommend this proposal in its report.

**ARTICLE 30 – REPORTING PAY**

Collective Agreement	Employer Position
<p><b>30.01</b></p> <p>(a) When an employee is required to report and reports to work on the employee's day of rest, the employee is entitled to a minimum of three (3) hours' compensation at the applicable overtime rate of pay;</p> <p>(b) The minimum payment referred to in (a) above, does not apply to part-time employees. Part-time employees will receive a minimum payment in accordance with 61.05.</p>	<p><b>30.01</b></p> <p>(a) <i>If an employee is given instructions, more than twenty-four (24) hours before the scheduled start time, to work overtime on a day of rest, the employee shall be compensated in accordance with Article 27 – Overtime.</i></p> <p><del>(a)</del>(b)When an employee is required to report and reports to work on the employee's day of rest, the employee is entitled to a minimum of three (3) hours' compensation at the applicable overtime rate of pay;</p> <p><del>(b)</del>(c)The minimum payment referred to in (a) above, does not apply to part-time employees. Part-time employees will receive a minimum payment in accordance with 61.05.</p>

**COMMENTS:**

**Employer Proposal**

- ◇ The Employer is proposing to introduce language that will clarify how an employee will be compensated for reporting pay.
  - CFIA collective agreements are not consistent in their extra duty pay provisions. This causes challenges when managers, particularly those with employees in different bargaining units, have to compensate employees differently depending on their bargaining unit. CFIA is seeking to clarify and simplify its Collective Agreement.
  - The intent of Reporting Pay is to provide a premium when the services of the employee are required on short notice.

### **Bargaining Agent Proposal**

- ◇ Increasing the compensation rate of Reporting pay to double time would cost the Agency an estimated additional \$13,717 per year.
  
- ◇ The Employer respectfully requests that the Commission recommend the Employer's proposal and not recommend the Bargaining Agent's proposal in its report.

**ARTICLE 31 – DESIGNATED PAID HOLIDAYS**

Collective Agreement	Employer Position	Bargaining Agent Position
<p><b>31.01</b> Subject to clause 31.02, the following days shall be designated paid holidays for employees:</p> <p>...</p> <p>(e) Canada Day,</p> <p>...</p> <p>(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,</p> <p>(l) one additional day when proclaimed by an <i>Act of Parliament</i> as a national holiday.</p>	<p><i>For greater certainty, employees who do not work on a Designated Paid Holiday are entitled to seven decimal five (7.5) hours pay at the straight-time rate, or eight (8) hours pay at the straight-time rate where the standard work week is forty (40) hours.</i></p>	<p><b>31.01</b> Subject to clause 31.02, the following days shall be designated paid holidays for employees:</p> <p>...</p> <p>(e) <b><i>National Indigenous Peoples Day (June 21)</i></b></p> <p><del>(e)</del>(f) Canada Day,</p> <p>...</p> <p><del>(k)</del>(l) <del>one (1)</del> <b>two (2)</b> additional day(s) in each year that, in the opinion of the Employer, <del>is</del> <b>are</b> 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(s) <del>are</del> <b>is</b> recognized as a provincial or civic holiday, <b>third Monday in February and the</b> first Monday in August,</p> <p><del>(l)</del>(m) one (1) additional day when proclaimed by an <i>Act of Parliament</i> as a national holiday.</p>

**ARTICLE 31 – DESIGNATED PAID HOLIDAYS (cont.)**

Collective Agreement	Employer Position	Bargaining Agent Position
<p><b>31.05</b> When an employee works on a designated paid holiday, he or she shall be paid:</p> <p>(a) time and one-half (1.5) for all hours worked up to the regular daily scheduled hours of work as specified in Article 24 (Hours of Work) of this collective agreement and double time (2) thereafter, in addition to the pay that the employee would have been granted had he or she not worked on the holiday;</p> <p>or</p> <p>(b) upon request, and with the approval of the Employer, the employee may be granted:</p> <p>(i) a day of leave with pay (straight-time rate of pay) at a later date in lieu of the holiday;</p> <p>and</p> <p>(ii) pay at one decimal five times (1.5) the straight-time rate of pay for all hours worked up to the regular daily scheduled hours of work as specified by the Article 24 of this collective agreement; and</p> <p>(iii) pay at two times (2) the straight-time rate of pay for all hours worked by him or her on the holiday in excess of the regular daily scheduled hours of work as specified by the Article 24 (Hours of Work) of this collective agreement.</p>		<p><b>31.05</b> When an employee works on a designated paid holiday, he or she shall be paid:</p> <p>(a) <del>time and one-half (1.5)</del> <b>double time (2)</b> for all hours worked up to the regular daily scheduled hours of work as specified in Article 24 (Hours of Work) of this collective agreement and double time (2) thereafter, in addition to the pay that the employee would have been granted had he or she not worked on the holiday;</p> <p>or</p> <p>(b) upon request, and with the approval of the Employer, the employee may be granted:</p> <p>(i) a day of leave with pay (straight-time rate of pay) at a later date in lieu of the holiday;</p> <p>and</p> <p>(ii) pay at <del>one decimal five times (1.5)</del> <b>double time (2)</b> the straight-time rate of pay for all hours worked up to the regular daily scheduled hours of work as specified by the Article 24 of this collective agreement; and</p> <p>(iii) <del>pay at two times (2) the straight-time rate of pay for all hours worked by him or her on the holiday in excess of the regular daily scheduled hours of work as specified by the Article 24 (Hours of Work) of this collective agreement.</del></p>

**ARTICLE 31 – DESIGNATED HOLIDAYS (cont.)**

Collective Agreement	Employer Position	Bargaining Agent Position
<p>(c) Notwithstanding sub-clauses 31.05(a) and (b), when an employee works on a designated paid holiday contiguous to a day of rest on which he or she also worked and received overtime in accordance with sub-clause 27.01(b) or (c), he or she shall be paid in addition to the pay that he or she would have been granted had he or she not worked on the holiday, two (2) times his or her hourly rate of pay for all time worked.</p> <p>...</p>		<p><del>(c) Notwithstanding sub-clauses 31.05(a) and (b), when an employee works on a designated paid holiday contiguous to a day of rest on which he or she also worked and received overtime in accordance with sub-clause 27.01(b) or (c), he or she shall be paid in addition to the pay that he or she would have been granted had he or she not worked on the holiday, two (2) times his or her hourly rate of pay for all time worked.</del></p> <p>...</p>

**COMMENTS:**

**Bargaining Agent Proposal**

- ◇ The Bargaining Agent is proposing to expand the quantum of leave provided under this article by two (2) days to include a National Indigenous Peoples Day and a day in February – typically referred to as “Family Day” in certain provinces.
  - The Employer already provides 11 statutory holidays to its employees. This provision in the collective agreement is the same as the Agency’s other Collective Agreements and Core Public Administration (CPA) comparators. The total of 11 days is competitive with provinces, territories, municipal governments, and private industry agreements.
  - The Employer is of the view that the proposal to increase the number of statutory holidays is not warranted and would be costly in terms of lost productivity at an approximate cost of \$2.2M per year ongoing for the PSAC group.

- ◇ The Bargaining Agent is also proposing to increase the quantum for the premium paid for work on a designated paid holiday from time and a half (1.5X) to double (2X) time in clause 31.05(a).
  - This proposal would effectively result in a triple time day when worked (value of the day, plus compensation earned at a rate of double for all time worked) at an estimated additional cost of \$206,969 per year. The current entitlement is consistent with other Agency and CPA comparators.

### **Employer Proposal**

- ◇ The Employer is proposing to introduce language to clarify that the value of a designated paid holiday is seven decimal five (7.5) hours, or eight (8) hours for GS and GL employees, whether that day is worked or not.
  - The Employer's proposal is merely a clarification and has no impact on the entitlements. The proposal is only to include language that depicts the current practice and how time on a Designated Paid Holiday is compensated.
  - The Employer's proposal is intended to ensure Article 31 – Designated Paid Holidays is consistent with the value of a day laid out in other articles, including Article 37 – Leave General; Article 46 - Leave with Pay for Family-related Responsibilities and Article 54 – Leave with or Without Pay for Other Reasons.
  - This would avoid any confusion of compensation entitlement on a Designated Paid Holiday (DPH). It would clarify how many hours the DPH is worth when the employee normally works more than seven decimal five (7.5) hours or eight (8) hours per day for GL and GS employees. This would also clarify the compensation entitlement when the employee is scheduled to work on a DPH and takes leave on that DPH.
- ◇ The Employer respectfully requests that the Commission support the Employer's proposal and not recommend the Bargaining Agent's proposals in its report.



**ARTICLE 33 – TRAVELLING TIME**

<b>Collective Agreement</b>	<b>Bargaining Agent Position</b>
<p><b>33.02</b> When an employee is required to travel outside his or her headquarters area on government business, as these expressions are defined by the Employer, the time of departure and the means of such travel shall be determined by the Employer and the employee will be compensated for travel time in accordance with clauses 33.03 and 33.04. Travelling time shall include time necessarily spent at each stop-over en route provided such stop-over is not longer than four (4) hours.</p>	<p><b>33.02</b> When an employee <del>is required to travel</del>s outside his or her headquarters area on government business, as these expressions are defined by the Employer, the time of departure and the means of such travel shall be determined by the Employer and the employee will be compensated for travel time in accordance with clauses 33.03 and 33.04. Travelling time shall include time necessarily spent at each stop-over en route <del>provided such stop-over is not longer than four (4) hours.</del></p>
<p><b>33.03</b> For the purposes of clauses 33.02 and 33.04, the travelling time for which an employee shall be compensated is as follows:</p> <p>(a) For travel by public transportation, the time between the scheduled time of departure and the time of arrival at a destination, including the normal travel time to the point of departure, as determined by the Employer.</p> <p>(b) For travel by private means of transportation, the normal time as determined by the Employer, to proceed from the employee's place of residence or work place, as applicable, direct to the employee's destination and, upon the employee's return, direct back to the employee's residence or work place.</p> <p>(c) In the event that an alternate time of departure and/or means of travel is requested by the employee, the Employer may authorize such alternate arrangements, in which case compensation for travelling time shall not exceed that which would have been payable under the Employer's original determination.</p>	<p><b>33.03</b> For the purposes of clauses 33.02 and 33.04, the travelling time for which an employee shall be compensated is as follows:</p> <p>(a) For travel by public transportation, the time between the scheduled time of departure and the time of arrival at a destination, including the normal travel time to the point of departure, as determined by the Employer.</p> <p>(b) For travel by private means of transportation, the normal time as determined by the Employer, to proceed from the employee's place of residence or work place, as applicable, direct to the employee's destination and, upon the employee's return, direct back to the employee's residence or work place.</p> <p>(c) In the event that an alternate time of departure and/or means of travel is requested by the employee, the Employer may authorize such alternate arrangements, in which case compensation for travelling time shall not exceed that which would have been payable under the Employer's original determination.</p> <p><b>NEW</b></p> <p><b><i>(d)The employee will be compensated at the applicable hourly rate for all travelling time between the temporary accommodation and the temporary workplace.</i></b></p>

**ARTICLE 33 – TRAVELLING TIME (cont.)**

Collective Agreement	Bargaining Agent Position
<p><b>33.04</b> If an employee is required to travel as set forth in clauses 33.02 and 33.03:</p> <p>(a) On a normal working day on which the employee travels but does not work, the employee shall receive his or her regular pay for the day.</p> <p>(b) On a normal working day on which the employee travels and works, the employee shall be paid:</p> <p>(i) his or her regular pay for the day for a combined period of travel and work not exceeding his or her regular scheduled working hours; and</p> <p>(ii) at the applicable overtime rate for additional travel time in excess of his or her regularly scheduled hours of work and travel, with a maximum payment for such additional travel time not to exceed fifteen (15) hours pay at the straight-time rate of pay</p>	<p><b>33.04</b> <del>If an employee is required to travel as set forth in clauses 33.02 and 33.03:</del></p> <p><b><i>When in the performance of his or her duties, an employee is required by the Employer to travel, time necessarily spent in such travel shall be considered as time worked and compensated as follows:</i></b></p> <p><del>(a) On a normal working day on which the employee travels but does not work, the employee shall receive his or her regular pay for the day.</del></p> <p><del>(b)</del><b>(a)</b> On a normal working day on which the employee travels and works, the employee shall be paid:</p> <p>(i) his or her regular pay for the day for a combined period of travel and work <del>not exceeding his or her regular scheduled working hours;</del></p> <p>and</p> <p>(ii) at the applicable overtime rate for additional travel <b>and/or work</b> time in excess of his or her regularly scheduled hours of work and travel, <del>with a maximum payment for such additional travel time not to exceed fifteen (15) hours pay at the straight-time rate of pay.</del></p>
<p>(c) On a a day of rest or on a designated paid holiday, the employee shall be paid at the applicable overtime rate for hours travelled to a maximum of fifteen (15) hours pay at the straight-time rate of pay.</p>	<p><del>(c)</del><b>(b)</b> On a a day of rest or on a designated paid holiday, the employee shall be paid at the applicable overtime rate for <b>all</b> hours travelled <b>and/or worked</b> <del>to a maximum of fifteen (15) hours pay at the straight-time rate of pay.</del></p>

**COMMENTS:**

**Bargaining Agent Proposal**

◇ The Bargaining Agent is proposing to amend the current article to broaden when travelling time occurs and how travelling time is compensated.

- The language proposed by the Bargaining Agent is precedent setting and is not found in any other CPA collective agreement.

- While the Parties had an initial discussion to ensure an understanding of the proposals, significant negotiations have not taken place and the Employer is of the view that the proposed changes are unwarranted.
  
- ◇ The Employer respectfully requests that the Commission not recommend the Bargaining Agent's proposals in its report.

**ARTICLE 34 – COMPENSATORY LEAVE WITH PAY**

<b>Collective Agreement</b>	<b>Employer Position</b>	<b>Bargaining Agent Position</b>
<p><b>34.01</b> Upon request of an employee and at the discretion of the Employer, compensation earned under Article 27 - Overtime; Article 28 - Call-Back Pay; Article 29 – Standby; Article 30 – Reporting Pay; and travelling time compensated at an overtime rate under Article 33 - Travelling Time, may be taken in the form of compensatory leave, which will be calculated at the premium rate laid down in the applicable Article.</p>	<p><b>34.01</b> Upon request of an employee and <del>at the discretion of</del> <b>with the approval of</b> the Employer, <b>or at the request of the Employer and with the concurrence of the employee</b>, compensation earned under Article 27 - Overtime; Article 28 – Call-Back Pay; Article 29 – Standby; Article 30 – Reporting Pay; and travelling time compensated at an overtime rate under Article 33 - Travelling Time, may be taken in the form of compensatory leave, which will be calculated at the premium rate laid down in the applicable Article.</p>	<p><b>34.01</b> Upon request of an employee <del>and at the discretion of the Employer</del> <b>and with approval of the Employer</b>, compensation earned under Article 27 - Overtime; Article 28 - Call-Back Pay; Article 29 – Standby; Article 30 – Reporting Pay; and travelling time compensated at an overtime rate under Article 33 - Travelling Time, may be taken in the form of compensatory leave, which will be calculated at the premium rate laid down in the applicable Article.</p>
<p><b>34.03</b> Compensatory leave earned in a fiscal year and outstanding as of September 30<sup>th</sup> of the following fiscal year shall be paid at the employee's hourly rate of pay as calculated from the classification prescribed in the certificate of appointment to his or her substantive position at the end of the fiscal year in question. The Employer will endeavour to make such payment by the fourth (4<sup>th</sup>) week of the commencement of the first pay period after September 30<sup>th</sup>.</p>	<p><b>34.03</b> Compensatory leave earned in a fiscal year and outstanding as of September 30<sup>th</sup> of the following fiscal year shall be paid at the employee's hourly rate of pay as calculated from the classification prescribed in the certificate of appointment to his or her substantive position at the end of the fiscal year in question. <del>The Employer will endeavour to make such payment by the fourth (4<sup>th</sup>) week of the commencement of the first pay period after September 30<sup>th</sup>.</del></p>	

**ARTICLE 34 – COMPENSATORY LEAVE WITH PAY (cont.)**

Collective Agreement	Employer Position	Bargaining Agent Position
<p><b>34.04</b> At the request of the employee and with the approval of the Employer, accumulated compensatory leave may be paid out, in whole or in part, at the employee's hourly rate of pay as calculated from the classification prescribed in the certificate of appointment of his or her substantive position at the time of the request.</p>	<p><b>34.04</b> At the request of the employee and with the approval of the Employer <b>or at the request of the Employer and with the concurrence of the employee</b>, accumulated compensatory leave may be paid out, in whole or in part, <b>once per fiscal year</b>, at the employee's hourly rate of pay as calculated from the classification prescribed in the certificate of appointment of his or her substantive position at the time of the request.</p>	
	<p><b>NEW</b> <b>34.07</b></p> <p><i>When a payment is being made as a result of the application of this Article, the Employer will endeavour to make such payment within eight (8) weeks following the end of the pay period in which the employee requests payment, or, if the payment is required to liquidate compensatory leave unused at the end of the fiscal year, the Employer will endeavour to make such a payment within eight (8) weeks of the commencement of the first pay period after September 30<sup>th</sup> of the following fiscal year.</i></p>	

**COMMENTS:**

**Bargaining Agent Proposal**

- ◇ The Bargaining Agent is proposing language in 34.01 regarding the approval of Compensatory Leave with Pay. The Employer is inclined to support this proposal should the Employer's proposals throughout the remainder of the Article be accepted.

## Employer Proposal

- ◇ The Employer is proposing language in 34.01 and 34.04 that would allow the Employer to request that an employee be compensated for overtime, call-back, standby, reporting pay and designated paid holidays via compensatory leave with pay. The employee's concurrence would still be required.
  - As we build for the future, it is important to establish a mobile and flexible workforce that is responsive to changing priorities. A key component is for the Agency to better utilize its workforce and manage its financial liabilities, both of which require effective planning. To do this, the CFIA needs to be able to initiate conversations with employees to plan for the use of compensatory time and/or payout so that employees are able to use their compensatory leave and the Employer can proactively plan for staffing levels and compensatory payouts.
  
- ◇ The Employer is proposing language in 34.03 and NEW 34.07 to extend the timeframes for the cash-out of Compensatory Leave with Pay.
  - While the Employer endeavours to make these payments as quickly as possible, processing payment is outside of CFIA's span of control and may require additional time.
  
- ◇ The Employer respectfully requests that the Commission recommend the Employer's proposals in its report.

**ARTICLE 37 – LEAVE GENERAL**

Collective Agreement	Employer Position
<p><b>37.03</b> An employee is entitled, once in each fiscal year, to be informed upon request, of the balance of his or her vacation and sick leave credits.</p>	<p><b>37.03</b> An employee <i>who does not have electronic access to the leave system</i> is entitled, once in each fiscal year <i>or as may be reasonably required</i>, to be informed upon request, of the balance of his or her vacation and sick leave credits.</p>

**COMMENTS:**

**Employer Proposal**

- ◇ The Employer is proposing language to only provide leave balances to employees who do not have electronic access.
  - The Employer is of the opinion that language requiring the Employer to provide leave balances to employees is unnecessary as all employees are provided electronic access to the Employer’s electronic network and the leave system (known as PeopleSoft).
  - Employees may view their leave balances as often as they deem necessary and may use the Employer’s equipment to print their leave balances as may be required.
  - The proposed language would still allow employees to request their leave balance where they do not have access electronically, such as for employees who currently are on long-term leave.
  
- ◇ The Employer respectfully requests that the Commission recommend the Employer’s proposal in its report.

**ARTICLE 38 – VACATION LEAVE WITH PAY**

Collective Agreement	Employer Position	Bargaining Agent Position
<p><b>38.02</b></p> <p>(a) An employee shall earn vacation leave credits at the following rate for each calendar month during which the employee receives pay for at least seventy-five (75) hours:</p> <p>(i) nine decimal three seven five (9.375) hours until the month in which the anniversary of the employee's eighth (8<sup>th</sup>) year of service occurs;</p> <p>(ii) twelve decimal five (12.5) hours commencing with the month in which the employee's eighth (8<sup>th</sup>) anniversary of service occurs;</p> <p>(iii) thirteen decimal seven five (13.75) hours commencing with the month in which the employee's sixteenth (16<sup>th</sup>) anniversary of service occurs;</p> <p>(iv) fourteen decimal three seven five (14.375) hours commencing with the month in which the employee's seventeenth (17<sup>th</sup>) anniversary of service occurs;</p> <p>(v) fifteen decimal six two five (15.625) hours commencing with the month in which the employee's eighteenth (18<sup>th</sup>) anniversary of service occurs;</p>		<p><b>38.02</b></p> <p>(a) An employee shall earn vacation leave credits at the following rate for each calendar month during which the employee receives pay for at least seventy-five (75) hours:</p> <p>(i) nine decimal three seven five (9.375) hours until the month in which the anniversary of the employee's <del>eighth (8<sup>th</sup>)</del> <b>fifth (5<sup>th</sup>)</b> year of service occurs;</p> <p>(ii) twelve decimal five (12.5) hours commencing with the month in which the employee's <del>eighth (8<sup>th</sup>)</del> <b>fifth (5<sup>th</sup>)</b> anniversary of service occurs;</p> <p><del>(iii) thirteen decimal seven five (13.75) hours commencing with the month in which the employee's sixteenth (16<sup>th</sup>) anniversary of service occurs;</del></p> <p><del>(iv) fourteen decimal three seven five (14.375) hours commencing with the month in which the employee's seventeenth (17<sup>th</sup>) anniversary of service occurs;</del></p> <p><b>(iii)</b> fifteen decimal six two five (15.625) hours commencing with the month in which the employee's <del>eighteenth (18<sup>th</sup>)</del> <b>tenth (10<sup>th</sup>)</b> anniversary of service occurs;</p>



**ARTICLE 38 – VACATION LEAVE WITH PAY (cont.)**

Collective Agreement	Employer Position	Bargaining Agent Position
<p>(vi) sixteen decimal eight seven five (16.875) hours commencing with the months in which the employee's twenty-seventh (27<sup>th</sup>) anniversary of service occurs;</p> <p>(vii) eighteen decimal seven five (18.75) hours commencing with the month in which the employee's twenty eighth (28<sup>th</sup>) anniversary of service occurs;</p>		<p><del>(vi) sixteen decimal eight seven five (16.875) hours commencing with the months in which the employee's twenty-seventh (27<sup>th</sup>) anniversary of service occurs;</del></p> <p><b>(iv)</b> eighteen decimal seven five (18.75) hours commencing with the month in which the employee's <del>twenty eighth (28<sup>th</sup>)</del> <b>twenty-third (23<sup>rd</sup>)</b> anniversary of service occurs;</p>
<p>(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:</p> <p>(i) ten (10) hours until the month in which the anniversary of the employee's eighth (8<sup>th</sup>) year of service occurs;</p> <p>(ii) thirteen decimal three three (13.33) hours commencing with the month in which the employee's eighth (8<sup>th</sup>) anniversary of service occurs;</p>		<p>(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:</p> <p>(i) ten (10) hours until the month in which the anniversary of the employee's <del>eighth (8<sup>th</sup>)</del> <b>fifth (5<sup>th</sup>)</b> year of service occurs;</p> <p>(ii) thirteen decimal three three (13.33) hours commencing with the month in which the employee's <del>eighth (8<sup>th</sup>)</del> <b>fifth (5<sup>th</sup>)</b> anniversary of service occurs;</p>
<p>(iii) fourteen decimal six seven (14.67) hours commencing with the month in which the employee's sixteenth (16<sup>th</sup>) anniversary of service occurs;</p> <p>(iv) fifteen decimal three three (15.33) hours commencing with the month in which the employee's seventeenth (17<sup>th</sup>) anniversary of service occurs;</p>		<p><del>(iii) fourteen decimal six seven (14.67) hours commencing with the month in which the employee's sixteenth (16<sup>th</sup>) anniversary of service occurs;</del></p> <p><del>(iv) fifteen decimal three three (15.33) hours commencing with the month in which the employee's seventeenth (17<sup>th</sup>) anniversary of service occurs;</del></p>

**ARTICLE 38 – VACATION LEAVE WITH PAY (cont.)**

Collective Agreement	Employer Position	Bargaining Agent Position
<p>(v) sixteen decimal six seven (16.67) hours commencing with the month in which the employee's eighteenth (18<sup>th</sup>) anniversary of service occurs;</p> <p>(vi) eighteen (18) hours commencing with the months in which the employee's twenty-seventh (27<sup>th</sup>) anniversary of service occurs;</p> <p>(vii) twenty (20) hours commencing with the months in which the employee's twenty-eighth (28<sup>th</sup>) anniversary of service occurs;</p>		<p><b>(iii)</b> sixteen decimal six seven (16.67) hours commencing with the month in which the employee's <del>eighteenth (18<sup>th</sup>)</del> <b>tenth (10<sup>th</sup>)</b> anniversary of service occurs;</p> <p><del>(vi) eighteen (18) hours commencing with the months in which the employee's twenty-seventh (27<sup>th</sup>) anniversary of service occurs;</del></p> <p><b>(iv)</b> twenty (20) hours commencing with the month in which the employee's <del>twenty-eight (28<sup>th</sup>)</del> <b>twenty-third (23<sup>rd</sup>)</b> anniversary of service occurs;</p>
<p><b>Scheduling of Vacation Leave With Pay</b></p>	<p><b>38.04</b></p> <p><b>(a) Employees are expected to use all of their vacation leave during the vacation year in which it is earned.</b></p> <p><b>(b) In order to maintain operational requirements, the Employer reserves the right to schedule an employee's vacation leave but shall make every reasonable effort:</b></p> <p><b>(i) to provide an employee's vacation leave in an amount and at such time as the employee may request;</b></p> <p><b>(ii) not to recall an employee to duty after the employee has proceeded on vacation leave.</b></p>	

**ARTICLE 38 – VACATION LEAVE WITH PAY (cont.)**

Collective Agreement	Employer Position	Bargaining Agent Position
<p><b>Scheduling of Vacation Leave With Pay</b></p> <p><b>38.04</b> In scheduling vacation leave with pay to an employee, the Employer shall, subject to the operational requirements of the service, make every reasonable effort:</p> <p>(a) to grant the employee his or her vacation leave during the fiscal year in which it is earned, if so requested by the employee not later than June 1;</p> <p>(b) to comply with any request made by an employee before January 31 that the employee be permitted to use in the following fiscal year any period of vacation leave of thirty (30) hours, or thirty-two (32) hours where the standard work week is forty (40) hours, or more earned by the employee in the current year;</p> <p>(c) to ensure that approval of an employee's request for vacation leave is not unreasonably denied;</p> <p>(d) to schedule vacation leave on an equitable basis and when there is no conflict with the interests of the Employer or the other employees, according to the wishes of the employee.</p> <p>(e) employees in each work group shall be encouraged to co-operatively establish an agreed-upon vacation schedule that meets their needs and the operational requirements determined by the Employer;</p>	<p><del><b>38.04</b></del> — <del>In scheduling vacation leave with pay to an employee, the Employer shall, subject to the operational requirements of the service, make every reasonable effort:</del></p> <p><del>(a) to grant the employee his or her vacation leave during the fiscal year in which it is earned, if so requested by the employee not later than June 1;</del></p> <p><del>(b) to comply with any request made by an employee before January 31 that the employee be permitted to use in the following fiscal year any period of vacation leave of thirty (30) hours, or thirty-two (32) hours where the standard work week is forty (40) hours, or more earned by the employee in the current year;</del></p> <p><del>(c) to ensure that approval of an employee's request for vacation leave is not unreasonably denied;</del></p> <p><del>(d) to schedule vacation leave on an equitable basis and when there is no conflict with the interests of the Employer or the other employees, according to the wishes of the employee.</del></p> <p><del>(e)</del><b>(c)</b> employees in each work group shall be encouraged to co-operatively establish an agreed-upon vacation schedule that meets their needs and the operational requirements determined by the Employer;</p>	

**ARTICLE 38 – VACATION LEAVE WITH PAY (cont.)**

Collective Agreement	Employer Position	Bargaining Agent Position
<p>(f) when a vacation schedule cannot be agreed upon or does not meet operational requirements, years of service as defined in Article 38.02(d) shall be used as the determining factor in deciding which requests shall be granted by the Employer.</p>	<p><del>(f)</del>(d) when a vacation schedule cannot be agreed upon or does not meet operational requirements, years of service as defined in Article 38.02(c) shall be used as the determining factor in deciding which requests shall be granted by the Employer.</p>	
<p><b>38.05</b> The Employer shall give an employee as much notice as is practicable and reasonable of approval, denial or cancellation of a request for vacation leave. In the case of denial, alteration or cancellation of such leave, the Employer shall give the written reason therefore, upon written request from the employee.</p>		<p><b>38.05</b> The Employer shall give an employee <del>as much notice as is practicable and reasonable</del> of approval, denial or cancellation of a request for vacation leave <b>within fourteen (14) days upon receiving the employee's request</b>. In the case of denial, alteration or cancellation of such leave, the Employer shall give the written reason therefore, upon written request from the employee.</p>
<p><b>Leave When Employment Terminates</b></p> <p><b>38.09</b> When an employee dies or otherwise ceases to be employed, the employee or the employee's estate shall be paid an amount equal to the product obtained by multiplying the number of hours of earned but unused vacation leave with pay to the employee's credit by the hourly rate of pay as calculated from the classification prescribed in the employee's certificate of appointment on the date of the termination of the employee's employment, except that the Employer shall grant the employee any vacation leave earned but not used by the employee before the employment is terminated by lay-off if the employee so requests because of a requirement to meet minimum continuous employment requirements for severance pay.</p>	<p><b>38.09</b> When an employee dies or otherwise ceases to be employed, the employee or the employee's estate shall be paid an amount equal to the product obtained by multiplying the number of hours of earned but unused vacation leave with pay to the employee's credit by the hourly rate of pay as calculated from the classification prescribed in the employee's certificate of appointment <b>of his or her substantive position</b> on the date of the termination of the employee's employment, except that the Employer shall grant the employee any vacation leave earned but not used by the employee before the employment is terminated by lay-off if the employee so requests because of a requirement to meet minimum continuous employment requirements for severance pay.</p>	

**ARTICLE 38 – VACATION LEAVE WITH PAY (cont.)**

Collective Agreement	Employer Position	Bargaining Agent Position
<p><b>Carry-Over and/or Liquidation of Vacation Leave</b></p> <p><b>38.13</b></p> <p>(a) Where in any vacation year, an employee has not been granted all of the vacation leave credited to him or her, the unused portion of his or her vacation leave up to a maximum of two hundred and sixty-two decimal five (262.5) hours credits shall be carried over into the following vacation year. All vacation leave credits in excess of two hundred and sixty-two decimal five (262.5) hours shall be automatically paid at his or her hourly rate of pay as calculated from the classification prescribed in his or her certificate of appointment of his or her substantive position on the last day of the vacation year.</p> <p>...</p> <p>(c) Where in any vacation year, an employee has not been granted all of the vacation leave credited to him or her, the unused portion of his or her vacation leave up to a maximum of two hundred and eighty (280) hours credits shall be carried over into the following vacation year. All vacation leave credits in excess of two hundred and eighty (280) hours shall be automatically paid at his or her hourly rate of pay as calculated from the classification prescribed in his or her certificate of appointment of his or her substantive position on the last day of the vacation year.</p>		<p><b>38.13</b></p> <p>(a) Where in any vacation year, an employee has not <del>used been</del> <b>granted</b> all of the vacation leave credited to him or her, the unused portion of his or her vacation leave up to a maximum of two hundred and sixty-two decimal five (262.5) hours credits shall be carried over into the following vacation year. All vacation leave credits in excess of two hundred and sixty-two decimal five (262.5) hours shall be automatically paid at his or her hourly rate of pay as calculated from the classification prescribed in his or her certificate of appointment of his or her substantive position on the last day of the vacation year.</p> <p>...</p> <p>(c) Where in any vacation year, an employee has not <del>used been</del> <b>granted</b> all of the vacation leave credited to him or her, the unused portion of his or her vacation leave up to a maximum of two hundred and eighty (280) hours credits shall be carried over into the following vacation year. All vacation leave credits in excess of two hundred and eighty (280) hours shall be automatically paid at his or her hourly rate of pay as calculated from the classification prescribed in his or her certificate of appointment of his or her substantive position on the last day of the vacation year.</p>

## COMMENTS:

### Bargaining Agent Proposal

- ◇ The Bargaining Agent is proposing language to amend the quantum of vacation leave credits beyond what has been granted to most other groups at the Agency and the Core Public Administration (CPA). This proposal is costly, estimated at \$2.4M per year ongoing.
  - As part of a total compensation package, the current PSAC vacation leave entitlements are clearly comparable with what is found in other Agency Collective Agreements and comparators in the CPA.
  
- ◇ The Bargaining Agent is proposing language to require the employer to make a decision on vacation leave within fourteen (14) days of receiving the request.
  - The Employer is of the opinion that the language is unreasonable as there is no restriction on how far in advance an employee can request leave. Depending on operational requirements or holiday scheduling it may not be possible for the Employer to approve or deny future vacation requests within fourteen days.
  - Many managers seek to get a full sense of the leave requests for the work unit as a whole before making a determination. This proposal would likely create potential unfairness and lead to employee dissatisfaction where leave is granted to those who submit furthest in advance.
  
- ◇ The Bargaining Agent is proposing to amend the language in reference to Vacation Leave credits from “been granted” to “used”.
  - Current language aligns with other agreements at the Agency and comparator groups in the Core Public Administration. The Employer is of the opinion that the language should remain as is.

- The Bargaining Agent did not provide sufficient justification to support this demand.

### **Employer Proposal**

- ◇ The Employer is proposing to create new General Provisions in 38.04 to speak to how vacation leave is to be scheduled.
  - Employee wellness, work-life balance, and creating a healthy workplace are top priorities for the Employer. Encouraging employees to take time away from work to allow them to refresh and rejuvenate is crucial in ensuring employees are healthy, well, and to allow them to ensure there is balance between their personal and professional lives.
  - Additionally, the CFIA would like to align its Collective Agreements with those of the Core in this area. Including this language is also consistent with the language in the CFIA's collective agreements with the PIPSC IN and VM Bargaining Units.
- ◇ In 38.09, the Employer is seeking to include language to clarify that when employment terminates, excess vacation leave will be cashed-out at the employee's substantive rate of pay.
- ◇ The Employer respectfully requests that the Commission support the Employer's proposal and not recommend the Bargaining Agent's proposals in its report.

**ARTICLE 39 – SICK LEAVE WITH PAY**

Collective Agreement	Bargaining Agent Position
NEW	<p>NEW</p> <p><i>Medical Certificate</i></p> <p><b>39.10</b>  <i>When an employee is asked to provide a medical certificate by the Employer, the employee shall be reimbursed by the Employer for all costs associated with obtaining the certificate. Employees required to provide a medical certificate shall also be granted leave with pay for all time associated with the obtaining of said certificate.</i></p>

**COMMENTS:**

**Bargaining Agent Proposal**

- ◇ The Bargaining Agent is proposing to introduce language requiring the Employer to reimburse employees for all costs associated with medical certificates. Although this language is found in collective agreements with the House of Commons, it is not consistent with the other CFIA collective agreements or those in the Core Public Administration.
  - Sick leave is a benefit earned by an employee, however it is not an automatic entitlement. The CFIA submits that it is the responsibility of the employee to satisfy the Employer of the condition leading to their absence for sick leave in a manner determined by the Employer, including the provision of a medical certificate if necessary.
  
- ◇ The Bargaining Agent is also proposing to introduce language that allows employees to be on leave with pay for time associated with obtaining the medical certificate.



- The Employer submits that it should not be held responsible for the cost of certificates and related expenses since the onus is on the employee to satisfy the Employer that he or she was unable to perform his or her duties because of illness or injury.
  
- ◇ The Employer respectfully requests that the Commission not recommend the Bargaining Agent's proposal in its report.

**ARTICLE 41 – INJURY ON DUTY LEAVE**

Collective Agreement	Bargaining Agent Position
<p><b>41.01</b> An employee shall be granted injury-on-duty leave with pay for such period as may be reasonably determined by the Employer when a claim has been made pursuant to the <i>Government Employees Compensation Act</i>, and a Workers' Compensation authority has notified the Employer that it has certified that the employee is unable to work because of:</p> <p>...</p> <p>(b) an industrial illness or a disease arising out of and in the course of the employee's employment, if the employee agrees to remit to the Receiver General of Canada any amount received by him or her in compensation for loss of pay resulting from or in respect of such injury, illness or disease providing, however, that such amount does not stem from a personal disability policy for which the employee or the employee's agent has paid the premium.</p>	<p><b>41.01</b> An employee shall be granted injury-on-duty leave with pay for such period as <del>may be reasonably determined by the Employer</del> <b>certified by a Workers' Compensation Authority</b> when a claim has been made pursuant to the <i>Government Employees Compensation Act</i>, and a Workers' Compensation authority has notified the Employer that it has certified that the employee is unable to work because of:</p> <p>...</p> <p>(b) an industrial illness, <b>vicarious trauma, or any other illness, injury</b> or a disease arising out of and in the course of the employee's employment, if the employee agrees to remit to the Receiver General of Canada any amount received by him or her in compensation for loss of pay resulting from or in respect of such injury, illness or disease providing, however, that such amount does not stem from a personal disability policy for which the employee or the employee's agent has paid the premium.</p>

**COMMENTS:**

**Bargaining Agent Proposal**

- ◇ The Bargaining Agent is proposing language to remove the Employer's discretion in determining when and how long an employee should remain on injury-on-duty leave with pay.
  - Under the Bargaining Agent's proposal, the employee would remain on leave with pay, paid by the Employer, until such time as it is determined he/she can return to work. It would also mean that other benefits that the employee is entitled to would continue to accumulate during this time, such as vacation leave credits.
  - In addition, by requiring that the leave continue for as long as a Workers Compensation Board (WCB) certifies that the employee is unable to work, this

proposal would unduly affect the Employer's authority to terminate the employment of an employee for reasons other than misconduct, pursuant to subparagraph 12(1)(e) of the *Financial Administration Act*.

- The Employer's position is that there is no need or justification to delete the language and provide ongoing full pay for work-related injury, illness or disease. The current practice clearly provides a benefit well beyond that of other public and private sector Employers. The current language is consistent with what is included in the Agency's other collective agreements and comparators in the Core Public Administration (CPA); and it is consistent with the Employer's guidelines applicable to all employees.
  - The Employer has an internal structure which follows the *Government Employees Compensation Act*, which is administered by provincial Workers' Compensation Boards where each province is capable of supporting the employee. There are plans, supports and benefits in place to assist injured or ill employees when they are absent from work.
  - The Agency's current practice is for cases to be managed by individual managers, with support and guidance from our Human Resources Well-Being Team.
- ◇ The Bargaining Agent is proposing language in 41.01(b) to expand the criteria for eligibility for benefits provided by the *Government Employees Compensation Act* (GECA).
- The Employer respectfully submits that the Commission does not have the jurisdiction to deal with the Bargaining Agent's proposal at clause 41.01(b). pursuant to subparagraphs 177(1)(a) and 177(1)(b) of the *Federal Public Sector Labour Relations Act*.

***Report not to require legislative implementation***

**177 (1)** *The report may not, directly or indirectly, recommend the alteration or elimination of any existing term or condition of employment, or the establishment of any new term or condition of employment, if*

**(a)** *the alteration, elimination or establishment would require the enactment or amendment of any legislation by Parliament, except for the purpose of appropriating money required for implementation;*

**(b)** *the term or condition is one that has been or may be established under the Public Service Employment Act, the Public Service Superannuation Act or the Government Employees Compensation Act;*

**(c)** *the term or condition relates to standards, procedures or processes governing the appointment, appraisal, promotion, deployment, rejection on probation or lay-off of employees; or*

**(d)** *in the case of a separate agency, the term or condition relates to termination of employment, other than termination of employment for a breach of discipline or misconduct.*

- ◇ The Employer respectfully requests that the Commission not recommend the Bargaining Agent's proposals in its report.

**ARTICLE 42 – MATERNITY LEAVE WITHOUT PAY**

Collective Agreement	Employer Position
<p><b>42.02 Maternity Allowance</b></p> <p>(a) An employee who has been granted maternity leave without pay shall be paid a maternity allowance in accordance with the terms of the <i>Supplemental Unemployment Benefit (SUB) Plan</i> described in sub-clauses 42.02(c) to (i), provided that she:</p> <p>(i) has completed six (6) months of continuous employment before the commencement of her maternity leave without pay;</p> <p>(ii) provides the Employer with proof that she has applied for and is in receipt of maternity benefits under Employment Insurance or the Québec Parental Insurance Plan in respect of insurable employment with the Employer;</p> <p>and</p> <p>(iii) has signed an agreement with the Employer stating that:</p> <p>(A) she will return to work on the expiry date of her maternity leave without pay unless the return to work date is modified by the approval of another form of leave;</p> <p>(B) following her return to work, as described in subparagraph (A), she will work for a period equal to the period she was in receipt of the maternity allowance;</p>	<p><b>42.02 Maternity Allowance</b></p> <p>(a) An employee who has been granted maternity leave without pay shall be paid a maternity allowance in accordance with the terms of the <i>Supplemental Unemployment Benefit (SUB) Plan</i> described in sub-clauses 42.02(c) to (i), provided that she:</p> <p>(i) has completed six (6) months of continuous employment before the commencement of her maternity leave without pay;</p> <p>(ii) provides the Employer with proof that she has applied for and is in receipt of maternity benefits under <b>the</b> Employment Insurance <b>Plan</b> or the Québec Parental Insurance Plan in respect of insurable employment with the Employer;</p> <p>and</p> <p>(iii) has signed an agreement with the Employer stating that:</p> <p>(A) she will return to work on the expiry date of her maternity leave without pay unless the return to work date is modified by the approval of another form of leave;</p> <p>(B) following her return to work, as described in subparagraph (A), she will work for a period equal to the period she was in receipt of the maternity allowance;</p>

**ARTICLE 42 – MATERNITY LEAVE WITHOUT PAY (cont.)**

Collective Agreement	Employer Position
<p>(C) should she fail to return to work for the Employer, Parks Canada, The Canada Revenue Agency or the Core Public Administration, in accordance with sub-paragraph (A), or should she return to work but fail to work for the total period specified in sub-paragraph (B), for reasons other than death, lay-off, early termination due to lack of work or discontinuance of a function of a specified period of employment that would have been sufficient to meet the obligations specified in sub-paragraph (B), or having become disabled as defined in the Public Service Superannuation Act, she will be indebted to the Employer for an amount determined as follows:</p> <p>(Allowance received) X (remaining period to be worked following her return to work) / [Total period to be worked as specified in (B)]</p> <p>however, an employee whose specified period of employment expired and who is rehired by the Employer, Parks Canada, The Canada Revenue Agency or the Core Public Administration within a period of ninety (90) days or less is not indebted for the amount if her new period of employment is sufficient to meet the obligations specified in sub paragraph (B).</p>	<p>(C) should she fail to return to work for the Employer, Parks Canada, The Canada Revenue Agency or the Core Public Administration, in accordance with sub-paragraph (A), or should she return to work but fail to work for the total period specified in sub-paragraph (B), for reasons other than death, lay-off, early termination due to lack of work or discontinuance of a function of a specified period of employment that would have been sufficient to meet the obligations specified in sub-paragraph (B), or having become disabled as defined in the Public Service Superannuation Act, she will be indebted to the Employer for an amount determined as follows:</p> <p>(Allowance received) X (remaining period to be worked following her return to work) / [Total period to be worked as specified in (B)]</p> <p>however, an employee whose specified period of employment expired and who is rehired by the Employer, Parks Canada, The Canada Revenue Agency or the Core Public Administration within a period of ninety (90) days or less is not indebted for the amount if her new period of employment is sufficient to meet the obligations specified in sub paragraph (B).</p>

**ARTICLE 42 – MATERNITY LEAVE WITHOUT PAY (cont.)**

Collective Agreement	Employer Position
<p>(b) For the purpose of sub-paragraphs 42.02(a)(iii)(B) and (C), periods of leave with pay shall count as time worked. Periods of leave without pay during the employee's return to work will not be counted as time worked but shall interrupt the period referred to in sub-paragraph 42.02(a)(iii)(C).</p> <p>(c) Maternity allowance payments made in accordance with the SUB Plan will consist of the following:</p> <p>(i) where an employee is subject to a waiting period before receiving Employment Insurance maternity benefits, ninety-three percent (93%) of her weekly rate of pay for each week of the waiting period, less any other monies earned during this period.</p> <p>(ii) for each week that the employee receives a maternity benefit under Employment Insurance or the Québec Parental Insurance Plan, she is eligible to receive the difference between ninety-three percent (93%) of her weekly rate of pay and the maternity benefit, less any other monies earned during this period which may result in a decrease in her maternity benefit to which she would have been eligible if no extra monies had been earned during this period,</p> <p>and</p> <p>(iii) where an employee has received the full fifteen (15) weeks of maternity benefit under Employment Insurance and thereafter remains on maternity leave without pay, she is eligible to receive a further maternity allowance for a period of one (1) week at ninety-three percent (93%) of her weekly rate of pay, less any other monies earned during this period.</p>	<p>(b) For the purpose of sub-paragraphs 42.02(a)(iii)(B) and (C), periods of leave with pay shall count as time worked. Periods of leave without pay during the employee's return to work will not be counted as time worked but shall interrupt the period referred to in sub-paragraph 42.02(a)(iii)(C).</p> <p>(c) Maternity allowance payments made in accordance with the SUB Plan will consist of the following:</p> <p>(i) where an employee is subject to a waiting period before receiving Employment Insurance maternity benefits, <del>at</del> <b>at</b> ninety-three percent (93%) of her weekly rate of pay for <del>each week</del> of the waiting period, less any other monies earned during this period.</p> <p>(ii) for each week that the employee receives a maternity benefit under Employment Insurance or the Québec Parental Insurance Plan, she is eligible to receive the difference between ninety-three percent (93%) of her weekly rate of pay and the maternity benefit, less any other monies earned during this period which may result in a decrease in her maternity benefit to which she would have been eligible if no extra monies had been earned during this period,</p> <p>and</p> <p>(iii) where an employee has received the full fifteen (15) weeks of maternity benefit under <b>the</b> Employment Insurance <b>Plan</b> and thereafter remains on maternity leave without pay, she is eligible to receive a further maternity allowance for a period of one (1) week at ninety-three percent (93%) of her weekly rate of pay, less any other monies earned during this period.</p>

**COMMENTS:**

**Employer Proposal**

- ◇ The Employer is proposing editorial changes to the article for consistency purposes.
- ◇ The Employer respectfully requests that the Commission recommend this proposal in its report.



**ARTICLE 43 – MATERNITY-RELATED REASSIGNMENT OR LEAVE**

Collective Agreement	Bargaining Agent Position
<p><b>43.01</b> An employee who is pregnant or nursing may, during the period from the beginning of pregnancy to the end of the fifty-second (52nd) week following the birth, request the Employer to modify her job functions or reassign her to another job if, by reason of the pregnancy or nursing, continuing any of her current functions may pose a risk to her health or that of the foetus or child. On being informed of the cessation, the Employer, with the written consent of the employee, shall notify the appropriate work place committee or the health and safety representative.</p>	<p><b>43.01</b> An employee who is pregnant or nursing may, during the period from the beginning of pregnancy to the end of the <b>nursing period</b> <del>fifty-second (52nd) week following the birth</del>, request the Employer to modify her job functions or reassign her to another job if, by reason of the pregnancy or nursing, continuing any of her current functions may pose a risk to her health or that of the foetus or child. On being informed of the cessation, the Employer, with the written consent of the employee, shall notify the appropriate work place committee or the health and safety representative.</p>
<p><b>43.02</b> An employee's request under clause 43.01 must be accompanied or followed as soon as possible by a medical certificate indicating the expected duration of the potential risk and the activities or conditions to avoid in order to eliminate the risk. Dependent upon the particular circumstances of the request, the Employer may obtain an independent medical opinion.</p>	<p><b>43.02</b> An employee's request under clause 43.01 must be accompanied or followed as soon as possible by a medical certificate indicating the expected duration of the potential risk and the activities or conditions to avoid in order to eliminate the risk. <del>Dependent upon the particular circumstances of the request, the Employer may obtain an independent medical opinion.</del></p>
<p><b>43.05</b> Where the Employer concludes that a modification of job functions or a reassignment that would avoid the activities or conditions indicated in the medical certificate is not reasonably practicable, the Employer shall so inform the employee in writing and shall grant leave of absence without pay to the employee for the duration of the risk as indicated in the medical certificate. However, such leave shall end no later than fifty-two (52) weeks after the birth.</p>	<p><b>43.05</b> Where the Employer concludes that a modification of job functions or a reassignment that would avoid the activities or conditions indicated in the medical certificate is not reasonably practicable, the Employer shall so inform the employee in writing and shall grant leave of absence without pay to the employee for the duration of the risk as indicated in the medical certificate. <del>However, such leave shall end no later than fifty-two (52) weeks after the birth.</del></p>

**COMMENTS:**

**Bargaining Agent Proposal**

- ◇ The Bargaining Agent has tabled language in 43.01 and 43.05 to extend the period of maternity-related reassignment or leave from the current fifty-two (52) week period following the birth to the nursing period.
- ◇ While significant discussions on this Article have not taken place, the Employer counter-proposes to extend the period of maternity-related reassignment or leave in

clauses 43.01 and 43.05 from the current fifty-two (52) week period following the birth to seventy-eight (78) weeks following the birth, with the expectation that the Employer's proposed changes replicating the established pattern on parental leave and benefits (Article 44), addressed elsewhere in this brief, also be adopted.

- ◇ The Bargaining Agent is also proposing to remove the Employer's ability to obtain an independent medical opinion in 43.02. Employers have the legal obligation to accommodate pregnancy-related needs unless the accommodation will cause undue hardship. In determining whether to modify job functions or reassign the employee, it is important that the Employer have the ability to seek an independent medical opinion in order to get a clearer sense as to the employee's potential limitations during her pregnancy or nursing period.

#### Employer movement

**In order to achieve settlement, the Employer proposes the following:**

##### **43.01**

An employee who is pregnant or nursing may, during the period from the beginning of pregnancy to the end of the ~~fifty-second (52nd)~~ **seventy-eighth (78<sup>th</sup>)** week following the birth, request the Employer to modify her job functions or reassign her to another job if, by reason of the pregnancy or nursing, continuing any of her current functions may pose a risk to her health or that of the foetus or child. On being informed of the cessation, the Employer, with the written consent of the employee, shall notify the appropriate work place committee or the health and safety representative.

##### **43.05**

Where the Employer concludes that a modification of job functions or a reassignment that would avoid the activities or conditions indicated in the medical certificate is not reasonably practicable, the Employer shall so inform the employee in writing and shall grant leave of absence without pay to the employee for the duration of the risk as indicated in the medical certificate. However, such leave shall end no later than ~~fifty-two (52)~~ **seventy-eight (78)** weeks after the birth.

- ◇ The Employer therefore requests that the Employer's counter-proposals at 43.01 and 43.05 (above), as well as the Employer's proposal at Article 44 (parental leave and allowance) be included in the Commission's report.

**ARTICLE 44 – PARENTAL LEAVE WITHOUT PAY**

<b>Collective Agreement</b>	<b>Employer Position</b>	<b>Bargaining Agent Position</b>
<p><b>44.01 Parental Leave Without Pay</b></p> <p>(a) Where an employee has or will have the actual care and custody of a new-born child (including the new-born child of a common-law partner), the employee shall, upon request, be granted parental leave without pay for a single period of up to thirty-seven (37) consecutive weeks in the fifty-two (52) week period beginning on the day on which the child is born or the day on which the child comes into the employee's care.</p>	<p><b>44.01 Parental Leave Without Pay</b></p> <p>(a) Where an employee has or will have the actual care and custody of a new-born child (including the new-born child of a common-law partner), the employee shall, upon request, be granted parental leave <i>for either:</i></p> <p><i>(i) a single period of up to thirty-seven (37) consecutive weeks in the fifty-two (52) week period (standard option);</i></p> <p><i>or</i></p> <p><i>(ii) a single period of up to sixty-three (63) consecutive weeks in the seventy-eight (78) week period (extended option),</i></p> <p>beginning on the day on which the child is born or the day on which the child comes into the employee's care.</p>	<p><b>44.01 Parental Leave Without Pay</b></p> <p>(a) Where an employee has or will have the actual care and custody of a new-born child (including the new-born child of a common-law partner), the employee shall, upon request, be granted parental leave without pay for a single period of up to <b>sixty-three (63)</b> <del>thirty-seven (37)</del> consecutive weeks in the <b>seventy-eight (78)</b> <del>fifty-two (52)</del> week period beginning on the day on which the child is born or the day on which the child comes into the employee's care.</p>

**ARTICLE 44 – PARENTAL LEAVE WITHOUT PAY (cont.)**

Collective Agreement	Employer Position	Bargaining Agent Position
<p>(b) Where an employee commences legal proceedings under the laws of a province to adopt a child or obtains an order under the laws of a province for the adoption of a child, the employee shall, upon request, be granted parental leave without pay for a single period of up to thirty-seven (37) consecutive weeks in the fifty-two (52) week period beginning on the day on which the child comes into the employee's care.</p>	<p>(b) Where an employee commences legal proceedings under the laws of a province to adopt a child or obtains an order under the laws of a province for the adoption of a child, the employee shall, upon request, be granted parental leave without pay for <b>either:</b></p> <p><b>(i)</b> a single period of up to thirty-seven (37) consecutive weeks in the fifty-two (52) week period (<b>standard option</b>);</p> <p><b>or</b></p> <p><b>(ii) a single period of up to sixty-three (63) consecutive weeks in the seventy-eight (78) week period (extended option),</b></p> <p>beginning on the day on which the child comes into the employee's care.</p>	<p>(b) Where an employee commences legal proceedings under the laws of a province to adopt a child or obtains an order under the laws of a province for the adoption of a child, the employee shall, upon request, be granted parental leave without pay for a single period of up to <b>sixty-three (63)</b> <del>thirty-seven (37)</del> consecutive weeks in the <b>seventy-eight (78)</b> <del>fifty-two (52)</del> week period beginning on the day on which the child comes into the employee's care</p>
<p>(c) Notwithstanding sub-clauses (a) and (b) above, at the request of an employee and at the discretion of the Employer, the leave referred to in sub-clauses (a) and (b) above may be taken in two periods.</p>	<p>(c) Notwithstanding sub-clauses <b>44.01</b>(a) and (b) above, at the request of an employee and at the discretion of the Employer, the leave referred to in sub-clauses <b>44.01</b>(a) and (b) above may be taken in two periods.</p>	

**ARTICLE 44 – PARENTAL LEAVE WITHOUT PAY (cont.)**

Collective Agreement	Employer Position	Bargaining Agent Position
<p>(d) Notwithstanding paragraphs (a) and (b):</p> <p>(i) where the employee's child is hospitalized within the period defined in the above paragraphs, and the employee has not yet proceeded on parental leave without pay;</p> <p>or</p> <p>(ii) where the employee has proceeded on parental leave without pay and then returns to work for all or part of the period during which his or her child is hospitalized,</p> <p>the period of parental leave without pay specified in the original leave request may be extended by a period equal to that portion of the period of the child's hospitalization during which the employee was not on parental leave. However, the extension shall end not later than one hundred and four (104) weeks after the day on which the child comes into the employee's care.</p>	<p>(d) Notwithstanding sub-clauses <b>44.01(a)</b> and (b):</p> <p>(i) where the employee's child is hospitalized within the period defined in the above paragraphs, and the employee has not yet proceeded on parental leave without pay;</p> <p>or</p> <p>(ii) where the employee has proceeded on parental leave without pay and then returns to work for all or part of the period during which his or her child is hospitalized,</p> <p>the period of parental leave without pay specified in the original leave request may be extended by a period equal to that portion of the period of the child's hospitalization during which the employee was not on parental leave. However, the extension shall end not later than one hundred and four (104) weeks after the day on which the child comes into the employee's care.</p>	

**ARTICLE 44 – PARENTAL LEAVE WITHOUT PAY (cont.)**

Collective Agreement	Employer Position	Bargaining Agent Position
<p>44.02 Parental Allowance</p> <p>(a) An employee who has been granted parental leave without pay, shall be paid a parental allowance in accordance with the terms of the Supplemental Unemployment Benefit (SUB) Plan described in sub-clauses 44.02(c) to (i), providing he or she:</p>	<p>44.02 Parental Allowance</p> <p><i>Under the Employment Insurance (EI) benefits plan, parental allowance is payable under two options, either:</i></p> <ul style="list-style-type: none"> <li>• <i>Option 1 : standard parental benefits, 44.02 sub-clauses (c) to (k), or</i></li> <li>• <i>Option 2 : extended parental benefits, 44.02 sub-clauses (l) to (t).</i></li> </ul> <p><i>Once an employee elects the standard or extended parental benefits and the weekly benefit top up allowance is set, the decision is irrevocable and shall not be changed should the employee return to work at an earlier date than that originally scheduled.</i></p> <p><i>Under the Québec Parental Insurance Plan (QPIP), parental allowance is payable only under Option 1: standard parental benefits.</i></p> <p><b>44.02 Parental Allowance Administration</b></p> <p>(a) An employee who has been granted parental leave without pay, shall be paid a parental allowance in accordance with the terms of the Supplemental Unemployment Benefit (SUB) Plan described in sub-clauses 44.02(c) to (i), <b>or (l) to (r)</b> providing he or she:</p>	

**ARTICLE 44 – PARENTAL LEAVE WITHOUT PAY (cont.)**

Collective Agreement	Employer Position	Bargaining Agent Position
<p>(i) has completed six (6) months of continuous employment before the commencement of parental leave without pay;</p> <p>(ii) provides the Employer with proof that he or she has applied for and is in receipt of parental, adoption or paternity benefits under Employment Insurance or the Québec Parental Insurance Plan in respect of insurable employment with the Employer,</p> <p>and</p> <p>...</p>	<p>(i) has completed six (6) months of continuous employment before the commencement of parental leave without pay;</p> <p>(ii) provides the Employer with proof that he or she has applied for and is in receipt of parental, adoption or paternity benefits under <i>the</i> Employment Insurance <i>Plan</i> or the Québec Parental Insurance Plan in respect of insurable employment with the Employer,</p> <p>and</p> <p>...</p>	
<p>(B) following his or her return to work, as described in sub-paragraph (A), the employee will work for a period equal to the period the employee was in receipt of the parental allowance, in addition to the period of time referred to in sub-paragraph 42.02(a)(iii)(B), if applicable;</p>	<p>(B) following his or her return to work, as described in sub-paragraph (A), the employee will work for a period equal to the period the employee was in receipt of the <b>standard</b> parental allowance, in addition to the period of time referred to in sub-paragraph 42.02(a)(iii)(B), if applicable. <b>Where the employee has elected the extended parental allowance, following his or her return to work as described in sub-paragraph (A), the employee will work for a period equal to sixty percent (60%) of the period the employee was in receipt of the extended parental allowance in addition to the period of time referred to in sub-paragraph 42.02(a)(iii)(B), if applicable.</b></p>	<p><del>(B) following his or her return to work, as described in sub-paragraph (A), the employee will work for a period equal to the period the employee was in receipt of the parental allowance, in addition to the period of time referred to in sub-paragraph 42.02(a)(iii)(B), if applicable;</del></p>

**ARTICLE 44 – PARENTAL LEAVE WITHOUT PAY (cont.)**

Collective Agreement	Employer Position	Bargaining Agent Position
<p>(C) should he or she fail to return to work for the Employer, Parks Canada, The Canada Revenue Agency or the Core Public Administration, in accordance with sub-paragraph (A) or should he or she return to work but fail to work the total period specified in sub-paragraph (B), for reasons other than death, lay-off, early termination due to lack of work or discontinuance of a function of a specified period of employment that would have been sufficient to meet the obligations specified in sub-paragraph (B), or having become disabled as defined in the <i>Public Service Superannuation Act</i>, he or she will be indebted to the Employer for an amount determined as follows;</p> <p>(Allowance received) X (remaining period to be worked following her return to work)</p>	<p>(Allowance received) X (remaining period to be worked following <b>his or</b> her return to work)</p>	<p><del>(C) should he or she fail to return to work the Employer, Parks Canada, The Canada Revenue Agency or the Core Public Administration, in accordance with sub-paragraph (A) or should he or she return to work but fail to work the total period specified in sub-paragraph (B), for reasons other than death, lay-off, early termination due to lack of work or discontinuance of a function of a specified period of employment that would have been sufficient to meet the obligations specified in sub-paragraph (B), or having become disabled as defined in the <i>Public Service Superannuation Act</i>, he or she will be indebted to the Employer for an amount determined as follows;</del></p> <p>(Allowance received) X (remaining period to be worked following her return to work)</p>
<p>[Total period to be worked as specified in (B)]</p> <p>however, an employee whose specified period of employment expired and who is rehired by the Employer, Parks Canada, The Canada Revenue Agency or the Core Public Administration within a period of ninety (90) days or less is not indebted for the amount if his or her new period of employment is sufficient to meet the obligations specified in sub-paragraph (B).</p>	<p>[Total period to be worked as specified in (B)]</p> <p>however, an employee whose specified period of employment expired and who is rehired by the Employer, Parks Canada, The Canada Revenue Agency or the Core Public Administration within a period of ninety (90) days or less is not indebted for the amount if his or her new period of employment is sufficient to meet the obligations specified in sub-paragraph (B).</p>	<p>[Total period to be worked as specified in (B)]</p> <p><del>however, an employee whose specified period of employment expired and who is rehired by the Employer, Parks Canada, The Canada Revenue Agency or the Core Public Administration within a period of ninety (90) days or less is not indebted for the amount if his or her new period of employment is sufficient to meet the obligations specified in sub-paragraph (B).</del></p>



**ARTICLE 44 – PARENTAL LEAVE WITHOUT PAY (cont.)**

Collective Agreement	Employer Position	Bargaining Agent Position
<p>(b) For the purpose of sub-paragraphs (a)(iii)(B), and (C), periods of leave with pay shall count as time worked. Periods of leave without pay during the employee's return to work will not be counted as time worked but shall interrupt the period referred to in sub-paragraph (a)(iii)(B), without activating the recovery provisions described in sub-paragraph (a)(iii)(C).</p> <p>...</p>		<p><del>(b) For the purpose of sub-paragraphs (a)(iii)(B), and (C), periods of leave with pay shall count as time worked. Periods of leave without pay during the employee's return to work will not be counted as time worked but shall interrupt the period referred to in sub-paragraph (a)(iii)(B), without activating the recovery provisions described in sub-paragraph (a)(iii)(C).</del></p> <p>...</p>
<p>(c) Parental Allowance payments made in accordance with the SUB Plan will consist of the following:</p> <p>(i) where an employee is subject to a waiting period before receiving Employment Insurance parental benefits, ninety-three percent (93%) of his or her weekly rate of pay for each week of the waiting period, less any other monies earned during this period;</p>	<p><b>Option 1 - Standard Parental Allowance:</b></p> <p>(c) Parental Allowance payments made in accordance with the SUB Plan will consist of the following:</p> <p>(i) where an employee <b>on parental leave without pay as described in paragraph 44.02(a)(i) and (b)(i), has elected to receive Standard Employment Insurance parental benefits and</b> is subject to a waiting period before receiving Employment Insurance parental benefits, <b>at</b> ninety-three percent (93%) of his or her weekly rate of pay for <del>each week</del> of the waiting period, less any other monies earned during this period;</p>	

**ARTICLE 44 – PARENTAL LEAVE WITHOUT PAY (cont.)**

Collective Agreement	Employer Position	Bargaining Agent Position
<p>(ii) for each week in respect of which the employee receives parental, adoption or paternity benefits under Employment Insurance or the Québec Parental Insurance Plan, he or she is eligible to receive the difference between ninety-three percent (93%) of his or her weekly rate of pay and the parental, adoption or paternity benefit, less any other monies earned during this period which may result in a decrease in his or her parental, adoption or paternity benefit to which he or she would have been eligible if no extra monies had been earned during this period;</p>	<p>(ii) for each week in respect of which the employee receives parental, adoption or-paternity benefits under <b>the</b> Employment Insurance <b>Plan</b> or the Québec Parental Insurance Plan, he or she is eligible to receive the difference between ninety-three percent (93%) of his or her weekly rate of pay and the parental, adoption or paternity-benefits, less any other monies earned during this period which may result in a decrease in his or her parental, adoption or paternity benefits to which he or she would have been eligible if no extra monies had been earned during this period;</p>	
<p>(iii) where an employee has received the full eighteen (18) weeks of maternity benefit and the full thirty-two (32) weeks of parental benefit under the Québec Parental Insurance Plan and thereafter remains on parental leave without pay, she is eligible to receive a further parental allowance for a period of two (2) weeks, ninety-three percent (93%) of her weekly rate of pay for each week, less any other monies earned during this period;</p>	<p>(iii) where an employee has received the full eighteen (18) weeks of maternity benefit and the full thirty-two (32) weeks of parental benefit <b>or has divided the full thirty-two (32) weeks of parental benefits with another employee in receipt of the full five (5) weeks paternity</b> under the Québec Parental Insurance Plan <b>for the same child and either employee</b> thereafter remains on parental leave without pay, <b>she that employee</b> is eligible to receive a further parental allowance for a period of <b>up to</b> two (2) weeks, <b>at</b> ninety-three percent (93%) of <del>her</del> <b>their</b> weekly rate of pay for each week, less any other monies earned during this period;</p>	

**ARTICLE 44 – PARENTAL LEAVE WITHOUT PAY (cont.)**

Collective Agreement	Employer Position	Bargaining Agent Position
	<p><i>(iv) where an employee has divided the full thirty-seven (37) weeks of adoption benefits with another employee under the Québec Parental Insurance Plan for the same child and either employee thereafter remains on parental leave without pay, that employee is eligible to receive a further parental allowance for a period of up to two (2) weeks at ninety-three per cent (93%) of their weekly rate of pay for each week, less any other monies earned during this period;</i></p>	
<p>(iv) where an employee has received the full thirty-five (35) weeks of parental benefit under Employment Insurance and thereafter remains on parental leave without pay, he/she is eligible to receive a further parental allowance for a period of one (1) week at ninety-three percent (93%) of his or her weekly rate of pay for each week, less any other monies earned during this period, unless said employee has already received the one (1) week of allowance contained in 42.02 (c)(iii) for the same child.</p>	<p><b><i>(iv) where an employee has received the full thirty-five (35) weeks of parental benefit under the Employment Insurance Plan and thereafter remains on parental leave without pay, he/or she is eligible to receive a further parental allowance for a period of one (1) week at ninety-three percent (93%) of his or her weekly rate of pay for each week, less any other monies earned during this period, unless said employee has already received the one (1) week of allowance contained in paragraph 42.02 (c)(iii) for the same child.</i></b></p>	<p><del>(iv) where an employee has received the full sixty-one (61) thirty-five (35) weeks of parental benefit under Employment Insurance and thereafter remains on parental leave without pay, he/she is eligible to receive a further parental allowance for a period of one (1) week at ninety-three percent (93%) of his or her weekly rate of pay for each week, less any other monies earned during this period, unless said employee has already received the one (1) week of allowance contained in 42.02 (c)(iii) for the same child.</del></p>

**ARTICLE 44 – PARENTAL LEAVE WITHOUT PAY (cont.)**

Collective Agreement	Employer Position	Bargaining Agent Position
	<p><i>(vi) where an employee has divided the full forty (40) weeks of parental benefits with another employee under the Employment Insurance Plan for the same child and either employee thereafter remains on parental leave without pay, that employee is eligible to receive a further parental allowance for a period of one (1) week at ninety-three per cent (93%) of their weekly rate of pay for each week, less any other monies earned during this period, unless said employee has already received the one (1) week of allowance contained in paragraph 42.02(c)(iii) and 44.02(c)(v) for the same child;</i></p>	
<p>(d) At the employee’s request, the payment referred to in paragraph 44.02(c)(i) will be estimated and advanced to the employee. Adjustments will be made once the employee provides proof of receipt of Employment Insurance or Québec Parental Insurance Plan parental benefits.</p> <p>(e) The parental allowance to which an employee is entitled is limited to that provided in sub-clause 44.02(c) and an employee will not be reimbursed for any amount that he or she is required to repay pursuant to the <i>Employment Insurance Act</i> or the <i>Parental Insurance Act</i> in Québec.</p>	<p>(d) At the employee’s request, the payment referred to in paragraph 44.02(c)(i) will be estimated and advanced to the employee. Adjustments will be made once the employee provides proof of receipt of Employment Insurance <del>Plan</del> or Québec Parental Insurance <del>Plan</del> parental benefits.</p> <p>(e) The parental allowance to which an employee is entitled is limited to that provided in sub-clause 44.02(c) and an employee will not be reimbursed for any amount that he or she is required to repay pursuant to the <i>Employment Insurance Act</i> or the <b><i>Act Respecting Parental Insurance</i></b> <del>Parental Insurance Act</del> in Québec.</p>	

**ARTICLE 44 – PARENTAL LEAVE WITHOUT PAY (cont.)**

Collective Agreement	Employer Position	Bargaining Agent Position
<p>(f) The weekly rate of pay referred to in paragraph (c) shall be:</p> <p>...</p> <p>(k) The maximum combined maternity and parental allowances payable shall not exceed fifty-two (52) weeks for each combined maternity and parental leave without pay.</p>	<p>(f) The weekly rate of pay referred to in paragraph <b>sub-clause 44.02</b>(c) shall be:</p> <p>...</p> <p>(k) The maximum combined, <b>shared</b>, maternity and <b>standard</b> parental allowances payable shall not exceed fifty-<del>seven</del><b>two</b> (57<del>2</del>) weeks for each combined maternity and parental leave without pay.</p>	
	<p><b>Option 2 - Extended Parental Allowance:</b></p> <p><b>(l) Parental Allowance payments made in accordance with the SUB Plan will consist of the following:</b></p> <p><b>(i) where an employee on parental leave without pay as described in paragraphs 44.01(a)(ii) and (b)(ii), has elected to receive Extended Employment Insurance parental benefits and is subject to a waiting period before receiving Employment Insurance parental benefits, fifty-five decimal eight per cent (55.8%) of his or her weekly rate of pay for the waiting period, less any other monies earned during this period;</b></p>	

**ARTICLE 44 – PARENTAL LEAVE WITHOUT PAY (cont.)**

Collective Agreement	Employer Position	Bargaining Agent Position
	<p><i>(ii) for each week the employee receives parental benefits under the Employment Insurance Plan, he or she is eligible to receive the difference between fifty-five decimal eight per cent (55.8%) of his or her weekly rate and the parental benefits, less any other monies earned during this period which may result in a decrease in his or her parental benefits to which he or she would have been eligible if no extra monies had been earned during this period;</i></p> <p><i>(iii) where an employee has received the full sixty-one (61) weeks of parental benefits under the Employment insurance Plan and thereafter remains on parental leave without pay, he or she is eligible to receive a further parental allowance for a period of one (1) week, at fifty-five decimal (55.8%) of his or her weekly rate of pay for each week, less any other monies earned during this period, unless said employee has already received the one (1) week of allowance contained in 42.02(c)(iii) for the same child;</i></p>	

**ARTICLE 44 – PARENTAL LEAVE WITHOUT PAY (cont.)**

Collective Agreement	Employer Position	Bargaining Agent Position
	<p><i>(iv) where an employee has divided the full sixty-nine (69) weeks of parental benefits with another employee under the Employment Insurance Plan for the same child and either employee thereafter remains on parental leave without pay, that employee is eligible to receive a further parental allowance for a period of one (1) week, at fifty-five decimal eight per cent (55.8)% of their weekly rate of pay for each week, less any other monies earned during this period, unless said employee has already received the one (1) week of allowance contained in 42.02(c)(iii) for the same child.</i></p> <p><i>(m) At the employee's request, the payment referred to in paragraph 44.02(1)(i) will be estimated and advanced to the employee. Adjustments will be made once the employee provides proof of receipt of Employment Insurance.</i></p> <p><i>(n) The parental allowance to which an employee is entitled is limited to that provided in sub-clause 44.02(1) and an employee will not be reimbursed for any amount that he or she is required to repay pursuant to the Employment Insurance Act.</i></p>	

**ARTICLE 44 – PARENTAL LEAVE WITHOUT PAY (cont.)**

Collective Agreement	Employer Position	Bargaining Agent Position
	<p><i>(o) The weekly rate of pay referred to in sub-clause 44.02(l) shall be:</i></p> <p><i>(i) for a full-time employee, the employee's weekly rate of pay on the day immediately preceding the commencement of parental leave without pay;</i></p> <p><i>(ii) for an employee who has been employed on a part-time or on a combined full-time and part-time basis during the six (6) month period preceding the commencement of parental leave without pay, the rate obtained by multiplying the weekly rate of pay in paragraph 44.02(p)(i) by the fraction obtained by dividing the employee's straight time earnings by the straight time earnings the employee would have earned working full-time during such period.</i></p> <p><i>(p) The weekly rate of pay referred to in sub-clause 44.02(l) shall be the rate which the employee is entitled for the substantive level to which he or she is appointed.</i></p>	



**ARTICLE 44 – PARENTAL LEAVE WITHOUT PAY (cont.)**

Collective Agreement	Employer Position	Bargaining Agent Position
	<p><i>(q) Notwithstanding sub-clause 44.02(p), and subject to paragraph 44.02(o)(ii), if on the day immediately preceding the commencement of parental leave without pay an employee is performing an acting assignment for at least four (4) months, the weekly rate shall be the rate the employee was being paid on that day.</i></p> <p><i>(r) Where an employee becomes eligible for a pay increment or pay revision while in receipt of the allowance, the allowance shall be adjusted accordingly.</i></p> <p><i>(s) Parental allowance payments made under the SUB Plan will neither reduce nor increase an employee's deferred remuneration or severance pay.</i></p> <p><i>(t) The maximum combined, shared, maternity, and extended parental allowances payable shall not exceed eighty-six (86) weeks for each combined maternity and parental leave without pay.</i></p>	

**ARTICLE 44 – PARENTAL LEAVE WITHOUT PAY (cont.)**

Collective Agreement	Employer Position	Bargaining Agent Position
<p><b>44.03 Special Parental Allowance for Totally Disabled Employees</b></p> <p>(a) An employee who:</p> <p>(i) fails to satisfy the eligibility requirement specified in paragraph 44.02(a)(ii) solely because a concurrent entitlement to benefits under the Disability insurance (DI) Plan, the Long-term Disability (LTD) Insurance portion of the Public Service Management Insurance Plan (PSMIP) or via the Government Employees Compensation Act prevents the employee from receiving Employment Insurance or Québec Parental Insurance Plan benefits;</p> <p>and</p> <p>(ii) has satisfied all of the other eligibility criteria specified in sub-clause 44.02(a), other than those specified in sub-paragraphs (A) and (B) of paragraph 44.02(a)(iii), shall be paid, in respect of each week of benefits under the parental allowance not received for the reason described in subparagraph (i), the difference between ninety-three percent (93%) of the employee's rate of pay and the gross amount of his or her weekly disability benefit under the DI Plan, the LTD Plan or via the Government Employees Compensation Act.</p>		<p><b>44.03 Special Parental Allowance for Totally Disabled Employees</b></p> <p>(a) An employee who:</p> <p>(i) fails to satisfy the eligibility requirement specified in paragraph 44.02(a)(ii) solely because a concurrent entitlement to benefits under the Disability insurance (DI) Plan, the Long-term Disability (LTD) Insurance portion of the Public Service Management Insurance Plan (PSMIP) or via the Government Employees Compensation Act prevents the employee from receiving Employment Insurance or Québec Parental Insurance Plan benefits;</p> <p>and</p> <p>(ii) has satisfied all of the other eligibility criteria specified in sub-clause 44.02(a), other than those specified in sub-paragraphs (A) and <del>(B)</del> of paragraph 44.02(a)(iii), shall be paid, in respect of each week of benefits under the parental allowance not received for the reason described in subparagraph (i), the difference between ninety-three percent (93%) of the employee's rate of pay and the gross amount of his or her weekly disability benefit under the DI Plan, the LTD Plan or via the Government Employees Compensation Act.</p>

**ARTICLE 44 – PARENTAL LEAVE WITHOUT PAY (cont.)**

Collective Agreement	Employer Position	Bargaining Agent Position
<p>(b) An employee shall be paid an allowance under this clause and under clause 44.02 for a combined period of no more than the number of weeks during which the employee would have been eligible for parental, adoption or paternity benefits under Employment Insurance or the Québec Parental Insurance Plan, had the employee not been disqualified from Employment Insurance or Québec Parental Insurance plan benefits for the reasons described in paragraph 44.03(a)(i).</p>		<p>(b) An employee shall be paid an allowance under this clause and under clause 44.02 for a combined period of no more than the number of weeks during which the employee would have been eligible for parental, adoption or paternity benefits under Employment Insurance or the Québec Parental Insurance Plan, had the employee not been disqualified from Employment Insurance or Québec Parental Insurance plan benefits for the reasons described in paragraph 44.03(a)(i).</p>

**COMMENTS:**

44.01 – Parental leave without pay  
**Bargaining Agent Proposal**

- ◇ The Bargaining Agent is seeking to amend clause 44.01 to expand the current provisions to allow employees who apply for parental benefits under the Employment Insurance (EI) Plan to take leave without pay for up to 63 weeks from the current 37 weeks. CFIA’s proposal in 44.01 is similar to that of the Bargaining Agent and encompasses the two distinct sections as laid out below.

## **Employer Proposal**

- ◇ The Employer proposal provides two (2) options for parental leave without pay:
  1. Standard parental leave without pay: a single period of up to 37 consecutive weeks in the 52 week period beginning on the day the child is born or comes into the employee's care; or
  2. Extended parental leave without pay: a single period of up to 63 consecutive weeks in the 78 week period beginning on the day the child is born or comes into the employee's care.
    - Employees could take the standard or extended parental leave without pay in two periods.
    - The option to take standard or extended parental leave without pay would be available to employees who fall under the Employment Insurance Plan (EI) or the Quebec Parental Insurance Plan (QPIP).
    - The Employer's proposal at clause 44.01 forms part of the pattern established with all the other Bargaining Agents in the CPA and separate agencies.
    - In this context, extending these leave without pay provisions as proposed by the Employer would be appropriate for all PSAC members.

### 44.02 – Parental Allowance **Bargaining Agent Proposal**

- ◇ The Bargaining Agent seeks to remove conditions an employee must meet in order to receive and keep the parental allowance. This proposal is precedent setting and not found in any other Core Public Administration or CFIA Collective Agreement.

## **Employer Proposal**

### Changes to the Employment Insurance (EI) Act

◇ On December 2017, the EI parental benefits regime was changed to provide parents with two (2) options:

1. Standard parental benefits, 35 weeks with a benefit rate of 55%; or
2. Extended parental benefits, 61 weeks with a benefit rate of 33%

◇ Under the new provisions recently negotiated with 34 groups in the CPA and separate agencies, employees who apply for parental benefits under EI, will have two (2) options under the parental top-up allowance provisions at 44.02:

1. Standard parental allowance, with top up of 93% (35 weeks); or
  2. Extended parental allowance, with top of 55.8% (61 weeks).
- The Employer's proposal at clause 44.02 is consistent with the intent of the changes to the EI provisions for parental benefits, which provides for either a standard allowance for up to 35 weeks or a reduced allowance for up to 61 weeks.
  - The introduction of a top-up of 55.8% under the extended parental allowance option of 61 weeks is cost neutral relative to benefits provided prior to the changes to EI, which introduced extended parental benefits.
  - The Employer submits that its proposal of an extended and reduced top-up allowance ensures equality and consistency as the overall allowance paid remains the same, regardless of whether the employee chooses the standard leave period or the extended leave period.

### Parental Sharing Benefit – EI Act

- The 2018 Federal Budget announced a new “use-it-or-lose-it” parental sharing benefit for non-birthing parents, including fathers, same-sex partners or adoptive parents. The changes came into force in March 2019.

These provisions provide up to five (5) additional weeks of EI benefits under the Standard parental plan and up to eight (8) additional weeks of EI benefits under the Extended parental plan when parents share their parental benefits.

- The Employer's proposal under the Standard option provides an additional five (5) weeks of standard EI parental top-up allowance at ninety-three per cent (93%) of the employee's weekly rate of pay, for a total of up to 40 weeks when two (2) employees share the parental benefits. No employee can receive more than 35 weeks under the Standard option.
- The Employer's proposal under the Extended option provides for an additional eight (8) weeks of extended EI parental top-up allowance at 55.8% of the employee's rate of pay (instead of 93%), for a total of up to sixty-nine (69) weeks. No employee can receive more than sixty-one (61) weeks under the Extended option.
- To account for these additional weeks of allowance, under the Standard option the maximum combined shared maternity and standard parental allowances payable has been increased from 52 to 57 weeks for each combined maternity and parental leave without pay and under the Extended option, the maximum combined shared maternity and extended parental allowances payable has been increased to 86 weeks for each combined maternity and parental leave without pay.

#### Additional negotiated changes

- In addition to the above noted amendments, the Employer proposes additional improvements related to the return to work obligation and reimbursement proportional to parental allowance received (clause 44.02(a)(iii)(B)).
- These additional improvements would replicate changes negotiated with the 34 other federal public service bargaining units during the current round of collective bargaining.
- Where an employee has elected the Extended parental allowance and following their return to work, they will be required to work for a period equal to sixty percent (60%) of the period for which they were in receipt of the extended

parental allowance in addition to any period of time they were in receipt of maternity allowance.

- When an employee does not fulfill their return to work obligation as required in their undertaking agreement, a calculation has been added to ensure that the repayment is proportional to the allowance the employee received during their absence.

#### Changes for residents of Quebec

- It should be noted that Quebec residents are ineligible for maternity or parental benefits offered through the EI Plan as the province of Quebec administers its own maternity, parental, paternity and adoption benefits program through the Quebec Parental Insurance Plan (QPIP).
- Under clause 44.02, employees who apply for parental, paternity or adoption benefits under the QPIP, will fall under the Standard parental allowance provisions (Option 1):
  - Employees will receive a top-up to these benefits to 93% of their weekly rate of pay less any other monies earned during this period that decreases the parental benefits;
  - where two (2) employees have shared the parental leave and have received 32 weeks of parental benefits and five (5) weeks of paternity benefit, or have shared 37 weeks of adoption benefits, and either employee thereafter remains on parental leave without pay, that employee is eligible to receive a further parental allowance for a period of up to two (2) weeks at 93% of their weekly rate of pay less any other monies earned during this period;
  - Maximum combined shared maternity and standard parental allowances payable shall not exceed 57 weeks for each combined maternity and parental leave without pay.

Replication principle

- The 34 recently negotiated agreements for the CPA and separate agencies include the Employer's proposed language.
  - The Employer submits that its proposal to expand/amend the provisions related to Parental Leave and Allowances in clauses 44.01 and 44.02 are reflective of the current established negotiated settlement pattern in the federal public service.
  - The Employer is of the opinion that the recent established pattern is appropriate given the replication principle and the guiding principles for setting compensation in the federal government.
- ◇ The Employer respectfully requests that the Commission support the Employer's proposals and not recommend the Bargaining Agent's proposals in its report.



**ARTICLE 45 – LEAVE WITHOUT PAY FOR THE CARE OF FAMILY**

Collective Agreement	Employer Position	Bargaining Agent Position
<p><b>45.01</b> Both parties recognize the importance of access to leave for the purpose of care for family.</p>	<p><b>45.01</b> Both parties recognize the importance of access to leave for the purpose of care for family.</p>	
	<p><b>NEW</b></p> <p><b>45.02</b> <i>For the purpose of this article, “family” is defined per Article 2 and in addition:</i></p> <p><i>(a) a person who stands in the place of a relative for the employee whether or not there is any degree of consanguinity between such person and the employee.</i></p>	
<p><b>45.02</b> An employee shall be granted leave without pay for the care of family in accordance with the following conditions:</p> <p>...</p> <p>(b) leave granted under this Article shall be for a minimum period of three (3) weeks;</p> <p>...</p> <p>(d) leave granted for periods of one (1) year or less shall be scheduled in a manner which ensures continued service delivery.</p>	<p><b>45.023</b> <i>Subject to operational requirements as determined by the Employer, An employee may</i> shall be granted leave without pay for the care of family in accordance with the following conditions:</p> <p>...</p> <p>(b) leave granted under this Article shall be for a minimum period of <del>three (3)</del> <b>twelve (12)</b> weeks;</p> <p>...</p> <p>(d) leave granted for periods of one (1) year or less shall be scheduled in a manner which ensures <i>the operational requirements are maintained in order to meet the needs of the public and/or the efficient operation of the service;</i> <del>continued service delivery.</del></p>	

**ARTICLE 45 – LEAVE WITHOUT PAY FOR THE CARE OF FAMILY (cont.)**

Collective Agreement	Employer Position	Bargaining Agent Position
	<p><i>(e) an employee who intends to take leave granted for a period of one (1) year or less during the summer leave period will submit their request on or before April 15, and on or before September 15 for the winter leave period;</i></p>	
<p>(e) Compassionate Care Leave</p> <p>(i) Notwithstanding the definition of “family” found in clause 2.01 and notwithstanding paragraphs 45.02(b) and (d) above, an employee who provides the Employer with proof that he or she is in receipt of or awaiting Employment Insurance Compassionate Care Benefits may be granted leave for periods of less than three (3) weeks while in receipt of or awaiting these benefits.</p>	<p><del>(e) Compassionate Care Leave</del></p> <p><del>(i) Notwithstanding the definition of “family” found in clause 2.01 and notwithstanding paragraphs 45.02(b) and (d) above, an employee who provides the Employer with proof that he or she is in receipt of or awaiting Employment Insurance Compassionate Care Benefits may be granted leave for periods of less than three (3) weeks while in receipt of or awaiting these benefits.</del></p>	<p><del>(e) Compassionate Care Leave</del></p> <p><del>(i) Notwithstanding the definition of “family” found in clause 2.01 and notwithstanding paragraphs 45.02(b) and (d) above, an employee who provides the Employer with proof that he or she is in receipt of or awaiting Employment Insurance Compassionate Care Benefits may be granted leave for periods of less than three (3) weeks while in receipt of or awaiting these benefits.</del></p>
<p>(ii) Leave granted under this clause may exceed the five (5) year maximum provided in paragraph (c) above only for the periods where the employee provides the Employer with proof that he or she is in receipt of or awaiting Employment Insurance Compassionate Care Benefits.</p>	<p><del>(ii) Leave granted under this clause may exceed the five (5) year maximum provided in paragraph (c) above only for the periods where the employee provides the Employer with proof that he or she is in receipt of or awaiting Employment Insurance Compassionate Care Benefits.</del></p>	<p><del>(ii) Leave granted under this clause may exceed the five (5) year maximum provided in paragraph (c) above only for the periods where the employee provides the Employer with proof that he or she is in receipt of or awaiting Employment Insurance Compassionate Care Benefits.</del></p>

**ARTICLE 45 – LEAVE WITHOUT PAY FOR THE CARE OF FAMILY (cont.)**

Collective Agreement	Employer Position	Bargaining Agent Position
<p>(iii) When notified, an employee who was awaiting benefits must provide the Employer with proof that the request for Employment Insurance Compassionate Care Benefits has been accepted.</p> <p>(iv) When an employee is notified that their request for Employment Insurance Compassionate Care Benefits has been denied, paragraphs (i) and (ii) above cease to apply.</p>	<p><del>(iii) When notified, an employee who was awaiting benefits must provide the Employer with proof that the request for Employment Insurance Compassionate Care Benefits has been accepted.</del></p> <p><del>(iv) When an employee is notified that their request for Employment Insurance Compassionate Care Benefits has been denied, paragraphs (i) and (ii) above cease to apply.</del></p>	<p><del>(iii) When notified, an employee who was awaiting benefits must provide the Employer with proof that the request for Employment Insurance Compassionate Care Benefits has been accepted.</del></p> <p><del>(iv) When an employee is notified that their request for Employment Insurance Compassionate Care Benefits has been denied, paragraphs (i) and (ii) above cease to apply.</del></p>
<p><b>45.04</b> All leave granted under Leave Without Pay for the Long-Term Care of a Parent or under Leave Without Pay for the Care and Nurturing of Pre-School Age Children under the terms of previous collective agreements between the Canadian Food Inspection Agency and the Public Service Alliance of Canada or other agreements will not count towards the calculation of the maximum amount of time allowed for Care of Family during an employee's total period of employment in the Canadian Food Inspection Agency and in the Public Service.</p>	<p><del><b>45.04</b> All leave granted under Leave Without Pay for the Long-Term Care of a Parent or under Leave Without Pay for the Care and Nurturing of Pre-School Age Children under the terms of previous collective agreements between the Canadian Food Inspection Agency and the Public Service Alliance of Canada or other agreements will not count towards the calculation of the maximum amount of time allowed for Care of Family during an employee's total period of employment in the Canadian Food Inspection Agency and in the Public Service.</del></p>	

**ARTICLE 45 – LEAVE WITHOUT PAY FOR THE CARE OF FAMILY (cont.)**

Collective Agreement	Employer Position	Bargaining Agent Position
	<p><b>NEW 45.04</b> <b>Caregiving Leave</b></p> <p><b>(a) An employee who provides the Employer with proof that he or she is in receipt of or awaiting Employment Insurance (EI) benefits for Compassionate Care Benefits, Family Caregiver Benefits for Children and/or Family Caregiver Benefits for Adults may be granted leave without pay while in receipt of or awaiting these benefits.</b></p>	<p><b>XX NEW Compassionate Care and Caregiving Leave</b> <b>XX.01</b></p> <p><del>Notwithstanding the definition of “family” found in clause 2.01 and notwithstanding paragraphs 45.02(b) and (d) above, an</del> <b>An</b> employee who provides the Employer with proof that he or she is in receipt of or awaiting Employment Insurance Compassionate Care Benefits, <b>Family Caregiver Benefits for Children and/or Family Caregiver Benefits for Adults</b> may be granted leave <del>for periods of less than three (3) weeks</del> <b>without pay</b> while in receipt of or awaiting these benefits.</p>
	<p><b>(b) The leave without pay described in 45.04(a) shall not exceed twenty-six (26) weeks for Compassionate Care Benefits, thirty-five (35) weeks for Family Caregiver Benefits for Children and fifteen (15) weeks for Family Caregiver Benefits for Adults, in addition to any applicable waiting period.</b></p>	<p><b>XX.02 The leave without pay described in XX.01 shall not exceed twenty-six (26) weeks for Compassionate Care Benefits, thirty-five (35) weeks for Family Caregiver Benefits for Children and fifteen (15) weeks for Family Caregiver Benefits for Adults, in addition to any applicable waiting period.</b></p> <p><del>Leave granted under this clause may exceed the five (5) year maximum provided in paragraph (c) above only for the periods where the employee provides the Employer with proof that he or she is in receipt of or awaiting Employment Insurance Compassionate Care Benefits.</del></p>

**ARTICLE 45 – LEAVE WITHOUT PAY FOR THE CARE OF FAMILY (cont.)**

Collective Agreement	Employer Position	Bargaining Agent Position
	<p><b>(c) When notified, an employee who was awaiting benefits must provide the Employer with proof that the request for Employment Insurance (EI) Compassionate Care Benefits, Family Caregiver Benefits for Children and/or Family Caregiver Benefits for Adults has been accepted.</b></p>	<p><b>XX.03</b> When notified, an employee who was awaiting benefits must provide the Employer with proof that the request for Employment Insurance Compassionate Care Benefits, <b>Family Caregiver Benefits for Children and/or Family Caregiver Benefits for Adults</b> has been accepted.</p>
	<p><b>(d) When an employee is notified that their request for Employment Insurance (EI) Compassionate Care Benefits, Family Caregiver Benefits for Children and/or Family Caregiver Benefits for Adults has been denied, clause 45.04(a) above ceases to apply.</b></p>	<p><b>XX.04</b> When an employee is notified that their request for Employment Insurance Compassionate Care Benefits, <b>Family Caregiver Benefits for Children and/or Family Caregiver Benefits for Adults</b> has been denied, paragraphs (i) and (ii) <b>clause XX.01</b> above cease to apply.</p>
	<p><b>(e) Leave granted under this clause shall count for the calculation of “continuous employment” for the purpose of calculating severance pay and “service” for the purpose of calculating vacation leave. Time spent on such leave shall count for pay increment purposes.</b></p>	<p><b>NEW</b> <b>XX.05</b> Leave granted under this clause shall counted for the calculation of “continuous employment” for the purpose of calculating severance pay and “service” for the purpose of calculating vacation leave. Time spent on such leave shall count for pay increment purposes</p>
		<p><b>NEW</b> <b>XX.06</b> Where an employee is subject to a waiting period before receiving Employment Insurance Compassionate Care benefits or Family Caregiver Benefits for Children or Adults he or she shall receive an allowance of ninety-three per cent (93%) of his or her weekly rate of pay.</p>

**ARTICLE 45 – LEAVE WITHOUT PAY FOR THE CARE OF FAMILY (cont.)**

Collective Agreement	Employer Position	Bargaining Agent Position
		<p><b>NEW</b>  <i>XX.07 Where an employee receives Compassionate Care benefits or Family Caregiver benefits for children or adults under the Employment Insurance Plan, he or she shall receive the difference between ninety-three per cent (93%) of his or her weekly rate and the Employment Insurance benefits for a maximum period of (7) seven weeks.</i></p>

**COMMENTS:**

**Bargaining Agent Proposal**

Compassionate Care Leave

- ◇ The Bargaining Agent is proposing to introduce language that will expand the provisions of Compassionate Care Leave to allow employees to take leave without pay while in receipt of/or awaiting Employment Insurance (EI) benefits for Family Caregiver Benefits for Children (maximum of 35 weeks) and/or Family Caregiver Benefits (maximum of 15 weeks) in addition to the current Compassionate Care Benefits (maximum of 26 weeks).
- ◇ The Bargaining Agent is proposing to introduce language that seeks to have periods of Caregiving Leave without Pay count in calculating severance benefits, establishing vacation leave accrual rates and determining timelines for pay increment increases in clause XX.05.
- ◇ The Bargaining Agent is proposing to introduce language that provides a top-up allowance of 93% of the employee’s weekly rate of pay for any applicable waiting period and for a period of up to 7 weeks when in receipt of benefits in clauses XX.06 and XX.07.

## Employer Proposal

- ◇ In 45.02, the Employer is seeking to add operational requirements as a consideration for granting this leave, as well as increasing the minimum number of weeks from the current three (3) to twelve (12).
  - As the current language is that the leave “shall” be granted, the Employer has seen situations in which employees are seeking approval of this leave following the denial of a vacation leave request for the same period. The Employer submits that this is not the purpose of this leave, and is seeking to modify the provision to ensure the leave is used for the purposes for which it was intended.
  
- ◇ In 45.04, the Employer is seeking to delete transitional provisions no longer required.
  
- ◇ The Employer is proposing to introduce language to reflect the Employment Insurance (EI) changes which introduced Family Caregiver Benefits.
  - On December 3, 2017, changes to EI legislation introduced two (2) new types of care giving benefits in addition to Compassionate Care benefits:
    - Family Caregiver Benefits for Children of up to 35 weeks; and
    - Family Caregiver Benefits for Adults of up to 15 weeks.
  - EI provides up to 26 weeks of Compassionate Care benefits to care for a person who has a serious medical condition with a significant risk of death within 26 weeks (6 months) and requires the support of at least one caregiver.
  - The collective agreement currently provides Compassionate Care leave without pay, as long as the employee is in receipt of EI Compassionate Care benefits.
  - The recently negotiated 34 agreements with CPA and separate agency employee groups include the Employer’s proposed language indicated above to allow employees the option to take leave without pay so they can take advantage of the expanded EI Caregiver Benefits.

- Provisions agreed to with other bargaining agents also include language that would see any periods of leave without pay granted under this clause count in calculating severance benefits, establishing vacation leave accrual rates and determining timelines for pay increment increases. They do not, however, include a top-up allowance.
- The Employer’s proposal to expand/amend Caregiving Leave is reflective of the current established negotiated settlement pattern in the federal public service.
- In this context, expanding these leave without pay provisions as proposed by the Employer would be appropriate for all PSAC members.

#### Employer movement

In order to achieve settlement, the Employer proposes the following:

##### 45.04

- (a) ~~Notwithstanding the definition of “family” found in clause 2.01 and notwithstanding paragraphs 45.02(b) and (d) above, an~~ An employee who provides the Employer with proof that he or she is in receipt of or awaiting Employment Insurance (EI) benefits for Compassionate Care Benefits, **Family Caregiver Benefits for Children and/or Family Caregiver Benefits for Adults** may be granted leave for periods of less than three ~~(3) weeks without pay while~~ in receipt of or awaiting these benefits.
- (b) ~~Leave granted under this clause may exceed the five (5) year maximum provided in paragraph 41.02(c) above only for the periods where the employee provides the Employer with proof that he or she is in receipt of or awaiting Employment Insurance (EI) Compassionate Care Benefits.~~  
The leave without pay described in 45.04(a) shall not exceed twenty-six (26) weeks for Compassionate Care Benefits, thirty-five (35) weeks for Family Caregiver Benefits for Children and fifteen (15) weeks for Family Caregiver Benefits for Adults, in addition to any applicable waiting period.
- (c) When notified, an employee who was awaiting benefits must provide the Employer with proof that the request for Employment Insurance (EI) Compassionate Care Benefits, **Family Caregiver Benefits for Children and/or Family Caregiver Benefits for Adults** has been accepted.
- (d) When an employee is notified that their request for Employment Insurance (EI) Compassionate Care Benefits, **Family Caregiver Benefits for Children and/or Family Caregiver Benefits for Adults** has been denied, clause 45.04(a) above ceases to apply.
- (e) **Leave granted under this clause shall count for the calculation of “continuous employment” for the purpose of calculating severance pay and “service” for the purpose of calculating vacation leave. Time spent on such leave shall count for pay increment purposes.**

- ◇ The Employer requests that the Commission support the Employer’s counter proposal provided above in the *Employer movement* section, which replicates the agreement reached with 17 other bargaining units, to resolve all outstanding proposals at article 45, and as part of a comprehensive settlement, in its report.



**ARTICLE 46 – LEAVE WITH PAY FOR FAMILY RELATED RESPONSIBILITIES**

Collective Agreement	Bargaining Agent Position
<p><b>46.01</b> For the purpose of this Article, family is defined as:  ...</p>	<p><b>46.01</b> For the purpose of this Article, family is defined as: <del>per Article 2-</del>  ...  <b>NEW</b>  <b>OR</b>  <i>(h) a person who stands in the place of a relative for the employee whether or not there is any degree of consanguinity between such person and the employee.</i></p>
<p><b>46.02</b> The total leave with pay which may be granted under this Article shall not exceed thirty-seven decimal five (37.5) hours, or forty (40) hours where the standard work week is forty (40) hours, in a fiscal year.</p>	<p><b>46.02</b> The total leave with pay which may be granted under this Article shall not exceed <del>thirty-seven decimal five (37.5)</del> <b>seventy-five (75)</b> hours, or <del>forty (40)</del> <b>eighty (80)</b> hours where the standard work week is forty (40) hours, in a fiscal year.</p>
<p><b>46.03</b> Subject to clause 46.02, the Employer shall grant leave with pay under the following circumstances:</p> <p>(a) to take a dependent family member for medical or dental appointments, or for appointments with school authorities or adoption agencies, if the supervisor was notified of the appointment as far in advance as possible;</p> <p>...</p> <p>(c) to provide for the immediate and temporary care of an elderly member of the employee's family;</p>	<p><b>46.03</b> Subject to clause 46.02, the Employer shall grant leave with pay under the following circumstances:</p> <p>(a) to take a <del>dependent</del> family member for medical or dental appointments, or for appointments with school authorities or adoption agencies, if the supervisor was notified of the appointment as far in advance as possible;</p> <p>...</p> <p>(c) to provide for the immediate and temporary care of an <del>elderly</del> member of the employee's family;</p>

**ARTICLE 46 – LEAVE WITH PAY FOR FAMILY RELATED RESPONSIBILITIES  
(cont.)**

Collective Agreement	Bargaining Agent Position
<p>(d) leave with pay for needs directly related to the birth or to the adoption of the employee's child.</p> <p>...</p> <p>(f) to provide for the employee's child in the case of an unforeseeable closure of the school or daycare facility;</p> <p>(g) seven decimal five (7.5) hours out of the thirty-seven decimal five (37.5) hours, or eight (8) 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.</p>	<p>(d) leave with pay for needs directly related to the birth or to the adoption of the employee's child <b>or for needs related to assisted reproduction;</b></p> <p>...</p> <p>(f) to provide for the employee's child in the case of an <del>unforeseeable</del> closure of the school or daycare facility;</p> <p>(g) <del>seven decimal five (7.5) hours out of the thirty-seven decimal five (37.5) hours, or eight (8) 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.</del></p> <p><b>NEW</b> <b>(h) to visit with a terminally ill family member</b></p> <p><b>NEW</b> <b>(i) It is recognized by the parties that the circumstances which call for leave in respect of family-related needs are based on individual circumstances. On request, the Employer may, after considering the particular circumstances involved, grant leave with pay for a period greater than and/or in a manner different than that provided for in clauses 46.02 and 46.03.</b></p>

**COMMENTS:**

**Bargaining Agent Proposal**

Definition of Family

- ◇ The Bargaining Agent is proposing to expand the definition of family for the purpose of leave with pay for family-related responsibilities which is consistent with the current established negotiated settlement pattern in the federal public service.

Increasing the quantum of leave

- ◇ The Bargaining Agent is proposing language to amend the quantum of leave with pay for family-related responsibilities from thirty-seven decimal five (37.5) hours to seventy five (75) hours or, for the GL and GS classification, forty (40) hours to eighty (80) hours in clause 46.02.
  - The average annual usage over a 3-year period from 2015-16 to 2017-18 is 25.65 hours. It is the Employers submission that the current quantum is therefore sufficient.
  - The Bargaining Agent’s proposal to increase the quantum is costly and estimated at \$1.3M per year ongoing and the Employer is opposed to such an increase.
  - The current quantum is the same as the other collective agreements in the Agency and comparators in the Core Public Administration (CPA).

Expanding the circumstances for which leave can be granted

- ◇ The Bargaining Agent is proposing that leave should be granted to provide care of any member of the employee’s family as opposed to just “dependant” or “elderly” members in clause 46.03(a) and (c).
  - The Employer submits that such a change would unreasonably broaden the scope of the article and negate the purpose and meaning of paragraph 46.03(a) and (c).
- ◇ The Bargaining Agent is proposing that leave should be granted for needs related to assisted reproduction in clause 46.03(d).
  - The Employer submits that there is no justification why the provisions for this article should be expanded. The leave entitlements currently provided for in the collective agreement could find an application for this specific circumstance.

- ◇ The Bargaining Agent is proposing that leave should be granted for foreseeable school closures in clause 46.03(f).
  - The Employer submits that the current language is sufficient in that while there may not be time to arrange care with unforeseen closures, there is adequate time with foreseeable closures.
  
- ◇ The Bargaining Agent is proposing to remove the seven point five (7.5) or eight (8) hour cap to attend appointments with legal, financial or other professional representatives in clause 46.03(g).
  - The Employer submits that such a change would unreasonably broaden the scope of the article and negate the purpose and meaning of paragraph 46.03(g).
  
- ◇ The Bargaining Agent is proposing to introduce, “to visit a terminally ill family member” to the list of circumstances for which the leave shall be granted in clause 46.03(h).
  
- ◇ The Bargaining Agent is proposing to introduce language to include other circumstances based on individual circumstances for which leave may be granted greater than or in a different manner than provided for within this article in clause 46.03(i).
  - The Employer submits that there is no justification why the provisions for this article should be expanded. The leave entitlements currently provided for in the collective agreement could find an application for these specific circumstances.
  - The Bargaining Agent’s proposal is not found in comparable CPA collective agreements.

- ◇ In this context and in line with the agreements recently signed, expanding the definition of family as proposed here would be appropriate for PSAC as part of a comprehensive settlement.

#### **Employer movement**

**In order to achieve settlement, the Employer proposes the following:**

**46.01** For the purpose of this article, family is defined as:

- a. spouse or common law partner resident with the employee;
- b. dependent children (including foster children or children of spouse or common-law partner), ward of the employee)
- c. parents (including step-parents or foster parents), father-in-law, mother-in-law;
- d. brother, sister, step-brother, step-sister;
- e. grandparents and grandchildren of the employee;
- f. any relative permanently residing in the employee's household or with whom the employee permanently resides; ~~or~~
  
- g. any relative for whom the employee has a duty of care, irrespective of whether they reside with the employee.

**or**

- h. a person who stands in the place of a relative for the employee whether or not there is any degree of consanguinity between such person and the employee.**

- ◇ The Employer respectfully requests that the Commission recommend the Employer's counter-proposal, per the *Employer movement* section above, and not recommend the Bargaining Agent's proposals in its report.

**ARTICLE 47 – LEAVE WITHOUT PAY FOR PERSONAL NEEDS**

Collective Agreement	Bargaining Agent Position
<p><b>47.01</b> Leave without pay will be granted for personal needs in the following manner:</p> <p>(c) an employee is entitled to leave without pay for personal needs only once under each of sub-clauses (a) and (b) during the employee's total period of employment in the Public Service and the Canadian Food Inspection Agency. Leave without pay granted under this clause may not be used in combination with maternity or parental leave without the consent of the Employer.</p>	<p><b>47.01</b> Leave without pay will be granted for personal needs in the following manner:</p> <p>(c) an employee is entitled to leave without pay for personal needs <del>only</del> once <b><i>in every 10 year period</i></b> under each of sub-clauses (a) and (b) during the employee's total period of employment in the Public Service and the Canadian Food Inspection Agency. Leave without pay granted under this clause may not be used in combination with maternity or parental leave without the consent of the Employer.</p>

**COMMENTS:**

**Bargaining Agent Proposal**

- ◇ The Bargaining Agent is proposing language that leave without pay for personal needs be granted once every ten (10) years.
  - The current provision provides for two (2) different leave without pay periods, one for three (3) months and one for twelve (12) months. This type of leave has significant impacts on the Employer in terms of costs and productivity.
  - In cases where employees take one period of leave, or a combination of both periods, depending on operational requirements and the length of the leave, the Employer would likely need to replace the employee. In most cases, this would require a staffing process, training and coaching for the employee’s replacement. There are also additional considerations for employees returning to their position after an extended period of leave for which technical and/or refresher training could/would be required.
  - The proposed language would be precedent setting and is not found in any of the Agency’s other Agreements nor with comparators in the Core Public Administration (CPA).

- ◇ The Employer respectfully requests that the Commission not recommend the Bargaining Agent's proposal in its report.

**ARTICLE 50 – BEREAVEMENT LEAVE WITH PAY**

Collective Agreement	Bargaining Agent Position
	<p>The union revises original proposal as per below:</p> <p><b>NEW</b>  <i>For the purpose of this article, “family” is defined as per Article 2 and in addition:</i></p> <p><i>(a) a person who stands in the place of a relative for the employee whether or not there is any degree of consanguinity between such person and the employee. An employee shall be entitled to bereavement leave under 47.01 (a) only once during the employee’s total period of employment in the public service.</i></p>
<p><b>50.02</b>                      An employee is entitled to one (1) day's bereavement leave with pay for the purpose related to the death of his or her brother-in-law or sister-in-law and grandparents of spouse.</p>	<p><i>Renumber accordingly</i></p> <p><b>50.02</b>                      An employee is entitled to one (1) day's bereavement leave with pay for the purpose related to the death of his or her <del>brother-in-law or sister-in-law</del> , <b>aunt, uncle, niece, nephew, cousin</b> and grandparents of spouse.</p>

**COMMENTS:**

**Bargaining Agent Proposal**

- ◇ The Bargaining Agent is proposing to expand the definition of “family” for the purpose of bereavement leave to include a person who stands in the place of a relative for the employee whether or not there is any degree of consanguinity between such person and the employee.
- In the context of Bereavement Leave, and in line with the Core Public Administration (CPA) agreements recently agreed upon/signed, the Employer counter proposes the following definition of family.



**Employer movement**

In order to achieve settlement, the Employer proposes the following:

***New 50.01***

***For the purpose of this article, “family” is defined per Article 2 and in addition:***

***(a) a person who stands in the place of a relative for the employee whether or not there is any degree of consanguinity between such person and the employee. An employee shall be entitled to bereavement leave under 50.01(a) only once during the employee’s total period of employment in the public service.***

- ◇ The Bargaining Agent is proposing to expand the eligibility for the one (1) day bereavement provision to include an employee’s aunt and uncle.
  - The Bargaining Agent did not provide sufficient justification to support these demands.
  - The proposed language would be precedent setting and is not found in any of the Agency’s other Agreements nor with comparators in the CPA.
  
- ◇ The Employer respectfully requests that the Commission not recommend the Bargaining Agent’s proposals in its report, but rather the Employer’s counter-proposal, per the *Employer movement* section above.

**ARTICLE 51 – COURT LEAVE**

Collective Agreement	Employer Position
<p><b>51.01</b> The Employer shall grant leave with pay to an employee for the period of time he or she is required:</p> <p>...</p> <p>(b) to serve on a jury;</p> <p>(c) by subpoena or summons to attend as a witness in any proceeding held:</p> <p>(i) in or under the authority of a court of justice or before a grand jury;</p> <p>(ii) before a court, judge, justice, magistrate or coroner;</p> <p>(iii) before the Senate or House of Commons of Canada or a committee of the Senate or House of Commons otherwise than in the performance of the duties of the employee's position;</p> <p>(iv) before a legislative council, legislative assembly or house of assembly, or any committee thereof that is authorized by law to compel the attendance of witnesses before it;</p> <p>or</p> <p>(v) before an arbitrator or umpire or a person or body of persons authorized by law to make an inquiry and to compel the attendance of witnesses before it.</p>	<p><b>51.01</b> The Employer shall grant leave with pay to an employee, <b><i>other than an employee already on leave without pay, on education leave, or under suspension</i></b> for the period of time he or she is required:</p> <p>...</p> <p>(b) to serve on a jury;</p> <p><b>or</b></p> <p>(c) by subpoena or summons to attend as a witness in any proceeding held:</p> <p>(i) in or under the authority of a court of justice <del>or before a grand jury;</del></p> <p>(ii) before a court, judge, justice, magistrate or coroner;</p> <p>(iii) before the Senate or House of Commons of Canada or a committee of the Senate or House of Commons otherwise than in the performance of the duties of the employee's position;</p> <p>(iv) before a legislative council, legislative assembly or house of assembly, or any committee thereof that is authorized by law to compel the attendance of witnesses before it;</p> <p>or</p> <p>(v) before an arbitrator or umpire or a person or body of persons authorized by law to make an inquiry and to compel the attendance of witnesses before it.</p>

**COMMENTS:**

**Employer Proposal**

- ◇ The Employer is proposing language to clarify that court leave shall not be granted to employees on leave without pay, on education leave or under suspension.

- One of the Agency's stated bargaining goals is ensuring consistency within the Agency's Collective Agreements as well as clarifying, consolidating and standardizing language. This clarification would standardize the Court Leave language in the PSAC Collective Agreement with the Agency's Scientific and Analytical (S&A) and Informatics (IN) Collective Agreements with the Professional Institute of the Public Service of Canada (PIPSC).
- ◇ The Employer is also proposing language to remove reference to Grand Jury.
- One of the Agency's stated bargaining goals is ensuring consistency within the Agency's Collective Agreements as well as clarifying, consolidating and standardizing language. This language has been removed from CFIA's PIPSC IN,VM, and S&A Collective Agreements.
  - There are no Grand Juries in Canada, therefore it is the Employer's submission that this language is unnecessary.
  - While the Bargaining Agent has suggested that there is a possibility that CFIA employees may be summoned to provide evidence before a Grand Jury in another country, the Employer respectfully submits, that that likelihood is extremely remote and that, if that were to occur, their attendance would be covered under the language of 51.06(c)(iv) or (v).
- ◇ The Employer respectfully requests that the Commission recommend the Employer's proposals in its report.

**ARTICLE 53 – EDUCATION LEAVE WITHOUT PAY, CAREER DEVELOPMENT LEAVE WITH PAY, AND EXAMINATION LEAVE WITH PAY**

Collective Agreement	Bargaining Agent Position
<p><b>53.07</b> At the Employer's discretion, examination leave with pay may be granted to an employee for the purpose of writing an examination which takes place during the employee's scheduled hours of work. Such leave will only be granted where, in the opinion of the Employer, the course of study is directly related to the employee's duties or will improve his or her qualifications.</p>	<p><b>53.07</b> At the Employer's discretion, examination leave with pay may be granted to an employee for the purpose of writing an examination <b><i>including on-line examination</i></b>, which takes place during the employee's scheduled hours of work. Such leave will only be granted where, in the opinion of the Employer, the course of study is directly related to the employee's duties or will improve his or her qualifications.</p>

**COMMENTS:**

**Bargaining Agent Proposal**

- ◇ The Bargaining Agent is proposing language to clarify that examination leave with pay includes on-line examinations.
  - The proposed language would be precedent setting and is not found in any of the Agency's other collective agreements nor with comparators in the Core Public Administration (CPA).
  - The Employer submits that there is no justification why the provisions for this article should be expanded. It is the Employer's submission that the current language to provide Examination Leave for the purpose of "writing an exam" is all-encompassing and would include the requirement to complete an on-line examination.
  
- ◇ The Employer respectfully requests that the Commission not recommend the Bargaining Agent's proposal in its report.

**ARTICLE 54 – LEAVE WITH OR WITHOUT PAY FOR OTHER REASONS**

Collective Agreement	Employer Position	Bargaining Agent Position
<p><b>54.01</b> At its discretion, the Employer may grant:</p> <p>(a) leave with pay when circumstances not directly attributable to the employee prevent his or her reporting for duty; such leave shall not be unreasonably withheld;</p> <p>(b) leave with or without pay for purposes other than those specified in this Agreement.</p>	<p><b>54.01</b> At its discretion, the Employer may grant:</p> <p>(a) leave with pay when circumstances not directly attributable to the employee prevent his or her reporting for duty; such leave shall not be unreasonably withheld;</p> <p>(b) <b><i>in exceptional circumstances,</i></b> leave with or without pay for purposes other than those specified in this Agreement.</p>	

**ARTICLE 54 – LEAVE WITH OR WITHOUT PAY FOR OTHER REASONS (cont.)**

Collective Agreement	Employer Position	Bargaining Agent Position
<p><b>54.02 Volunteer Leave</b></p> <p><b>Sub-clause 54.02(a) does not apply to bargaining unit employees classified as GL or GS.</b></p> <p><b>Sub-clause 54.02(b) applies only to bargaining unit employees classified as GL or GS.</b></p> <p>(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.</p> <p>(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.</p>		<p><b>54.02 Volunteer Leave</b></p> <p><del>Sub-clause 54.02(a) does not apply to bargaining unit employees classified as GL or GS.</del></p> <p><del>Sub-clause 54.02(b) applies only to bargaining unit employees classified as GL or GS.</del></p> <p><del>(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.</del></p> <p><del>(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.</del></p>

**ARTICLE 54 – LEAVE WITH OR WITHOUT PAY FOR OTHER REASONS (cont.)**

Collective Agreement	Employer Position	Bargaining Agent Position
<p>(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.</p>		<p><del>(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.</del></p>
<p><b>54.03 Personal Leave</b></p> <p><b>Sub-clause 54.03(a) does not apply to bargaining unit employees classified as GL or GS.</b></p> <p><b>Sub-clause 54.03(b) applies only to bargaining unit employees classified as GL or GS.</b></p> <p>(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.</p>		<p><b>54.03 Personal Leave</b></p> <p><b>Sub-clause 54.03(a) does not apply to bargaining unit employees classified as GL or GS.</b></p> <p><b>Sub-clause 54.03(b) applies only to bargaining unit employees classified as GL or GS.</b></p> <p>(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, <del>seven decimal five (7.5)</del> <b>fifteen (15)</b> 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.</p>

**ARTICLE 54 – LEAVE WITH OR WITHOUT PAY FOR OTHER REASONS (cont.)**

Collective Agreement	Employer Position	Bargaining Agent Position
<p>(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.</p> <p>(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.</p>		<p>(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, <del>eight (8)</del> <b>sixteen (16)</b> hours leave with pay for reasons of a personal nature. For purposes of this clause, a day is equal to eight (8) hours.</p> <p>(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.</p>

**COMMENTS:**

**Employer Proposal**

- ◇ The Employer is proposing to introduce language in clause 54.01(b) to clarify that other leave is for exceptional circumstances.
  - The Employer acknowledges that this leave can be granted at its discretion and wishes to provide clarity to Managers and employees that it should only be used in exceptional circumstances. Examples where this type of leave has been granted include leave for employees participating in international sporting events such as the Olympics and Para-Olympics, being deployed as a reserve in the Canadian Forces, voluntary firefighters and employees participating on national initiatives, etc. Other examples can be found in the TBS’ Directive on Leave and Special Working Arrangements which is included as Appendix J.
  - This language would align internally with the CFIA-IN and CFIA-VM Collective Agreements.



## **Bargaining Agent Proposal**

- ◇ The Bargaining Agent is proposing the deletion of the Volunteer Leave clause (54.02).
  - During the last round of bargaining, the majority of collective agreements in the CPA deleted the Volunteer Leave clause and expanded Personal Leave to fifteen (15) hours.
  - The Employer is in agreement with this concept as it will align with CFIA's other three (3) collective agreements.
  
- ◇ The Bargaining Agent is proposing to increase the number of hours an employee is entitled to under Personal Leave from 7.5 or 8.0 hours, to 15 or 16 hours respectively (54.03 (a) and (b)).
  - The Employer has no objections to increasing the quantum, but does not agree that the remaining language in the clause remain unchanged.
  - The current language allows the employees to take the leave in any amount they wish. This language doesn't take into account operational realities. The current language in the CPA and CFIA's collective agreements allow employees to take the leave in periods of 3.75 hours each.
  - For consistency purposes the Employer counter-proposes the following:

### Employer movement

In order to achieve settlement, the Employer proposes the following:

#### 54.02 Volunteer 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) 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.~~

~~*Effective on April 1, XXXX, the previous provision is replaced with the following:*~~

- (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.

- ◇ The Employer respectfully requests that the Commission support the Employer's counter-proposal, per the *Employer movement* section above, in its report.

**ARTICLE 56 – STATEMENT OF DUTIES**

<b>Collective Agreement</b>	<b>Employer Position</b>	<b>Bargaining Agent Position</b>
<p><b>56.01</b> Upon written request, an employee shall be provided with a complete and current statement of the duties and responsibilities of his or her position, including the classification level and, where applicable, the point rating allotted by factor to his or her position, and an organization chart depicting the position's place in the organization.</p>	<p><b>56.01</b> Upon written request, an employee shall be provided with a <b><i>n official</i></b> <del>complete and current</del> statement of the duties and responsibilities of his or her position, including the classification level and, where applicable, the point rating allotted by factor to his or her position, and an organization chart depicting the position's place in the organization.</p>	<p><b>56.01</b> <b>(a) <i>Upon hire or</i></b> upon written request, an employee shall be provided with a complete and current statement of the <b><i>specific</i></b> duties and responsibilities of his or her position, including the classification level and, where applicable, the point rating allotted by factor to his or her position, and an organization chart depicting the position's place in the organization, <b><i>supervisory, and reporting relationships, and classification levels of each respective position. Such documentation shall require the signature of both the employee and manager and shall contain language confirming the employee's right to grieve the content of their statement of duties within the prescribed timelines.</i></b></p>
		<p><b>(b) <i>As part of an employee's performance appraisal or talent management questionnaire, the employee shall be provided with a complete and current statement of the specific duties and responsibilities of his or her position, including the classification level and , where applicable, the point rating allotted by factor to his or her position, and an organization chart depicting the position's place in the organization, supervisory, and reporting relationships, and classification levels of each respective position.</i></b></p>

**ARTICLE 56 – STATEMENT OF DUTIES (cont.)**

Collective Agreement	Employer Position	Bargaining Agent Position
		<p><i>(c) Upon the transfer into or commencement of a new position at the Canadian Food Inspection Agency, an employee shall be provided with a complete and current statement of the specific duties and responsibilities of his or her position, including the classification level and, where applicable, the point rating allotted by factor to his or her position, and an organization chart depicting the position's place in the organization, supervisory, and reporting relationships, and classification levels of each respective position.</i></p>
		<p><b>56.02</b>  <i>All job descriptions shall be gender neutral with the duties classified to ensure equal pay for work of equal value.</i></p>
		<p><b>56.03</b>  <i>(a) Should the Employer change the duties of a position, the changes shall be reviewed and signed off by the employee. An employee's signature on his or her statement of duties will be considered to be an indication only that its contents have been read and shall not indicate the employee's concurrence with the revised statement of duties.</i></p>
		<p><i>(b) Changes made by the Employer to an employee's statement of duties shall be reviewed in accordance with the Employer's classification system, with the classification of the employee's position confirmed or amended as a result of these changes.</i></p>

**COMMENTS:**

**Bargaining Agent Proposal**

- ◇ The Bargaining Agent is proposing to introduce new language requiring employees to be given a copy of their statement of duties and organization chart upon hire, and employees to confirm they have received the statement of duties and organization chart, as part of the performance appraisal, upon transfer into a new position or upon a change of duties in clause 56.01. Similarly, in 56.03, the Bargaining Agent is proposing to introduce new language that employees are provided with a revised statement of duties each time they are revised.
  - The Employer is of the opinion that the Bargaining Agent has not demonstrated that their proposals are necessary. The current agreement already provides employees with access, upon written request, to their statement of duties. Currently, Employees can request a copy of their statement of duties at any time.
  - The Bargaining Agent’s proposal would be burdensome to both employees and the Employer.
  - The proposed language would be precedent setting and is not found in any of the Agency’s other Agreements nor with comparators in the Core Public Administration (CPA).
  
- ◇ The Bargaining Agent is also proposing to introduce new language requiring job descriptions to be gender neutral.
  - The Bargaining Agent has not demonstrated a need for additional wording in this area.
  - The Employer submits that this language is unnecessary as the Employer’s Organization and Classification Job Description Writing Guide stipulates that work descriptions must be “consistent, bias-free and gender neutral language.” A copy of which is included as Appendix K.

- Additionally, the *Pay Equity Act* received royal assent in December 2018. Meeting the obligations of the Act is the responsibility of each Employer, Bargaining Agent, and non-unionized employee representative. Under Section 2 of the Act:

*The purpose of this Act is to achieve pay equity through proactive means by redressing the systemic gender-based discrimination in the compensation practices and systems of employers that is experienced by employees who occupy positions in predominantly female job classes so that they receive equal compensation for work of equal value, while taking into account the diverse needs of employers, and then to maintain pay equity through proactive means.*

### **Employer Proposal**

- ◇ The Employer is proposing language to clarify that employees shall be provided with an “official” statement of duties.
- The Employer’s Organization and Classification Policy, found in Appendix L, ensures that current and accurate job descriptions are in place and that job descriptions and organizational charts are approved and dated prior to the job evaluation.
- Under the Policy, managers authorize content, ensure job descriptions are in place for subordinate positions, and that they have reasonable and evidence based effective dates.
- In addition, managers are required as per the Policy, to sign and date job descriptions prior to submission for any job evaluation, confirming that it reflects the work assigned and to be performed.
- The Employer’s proposed language provides a more accurate reflection of classification practices currently in place.

- ◇ The Employer respectfully requests that the Commission support the Employer's clarifying proposals and not recommend the Bargaining Agent's precedent setting proposal in its report.

**ARTICLE 58 – EMPLOYEE PERFORMANCE REVIEW AND EMPLOYEE FILES**

<b>Collective Agreement</b>	<b>Employer Position</b>	<b>Bargaining Agent Position</b>
<p><b>58.01</b>                      (a) When a formal assessment of an employee's performance is made, the employee concerned must be given an opportunity to sign the assessment form in question upon its completion to indicate that its contents have been read. A copy of the assessment form will be provided to the employee at that time. An employee's signature on his or her assessment form will be considered to be an indication only that its contents have been read and shall not indicate the employee's concurrence with the statements contained on the form.</p>	<p><b>58.01</b>                      (a) When a formal assessment of an employee's performance is made, the employee concerned must be given an opportunity to sign the assessment form in question upon its completion to indicate that its contents have been read. A copy of the assessment form will be provided to the employee at that time. An employee's signature on his or her assessment form will be considered to be an indication only that its contents have been read and shall not indicate the employee's concurrence with the statements contained on the form. <b><i>For the purpose of satisfying the Employer's obligation under this clause, the assessment form may be completed, signed, and provided electronically.</i></b></p>	
<p><b>58.03</b>                      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.</p>	<p><b>58.03</b>                      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. <b><i>For the purpose of satisfying this clause, the information can be made available electronically.</i></b></p>	
		<p><b><i>NEW 58.05 Surveillance</i></b>   <b><i>At no time may electronic monitoring systems be used as a means to evaluate the performance of employees, or to gather evidence in support of disciplinary measures unless such disciplinary measures result from the commission of a criminal act.</i></b></p>



## **COMMENTS:**

### **Bargaining Agent Proposal**

- ◇ The Bargaining Agent is proposing to introduce language to prohibit the use of electronic monitoring systems such as ID access cards, computer log-in information or security camera footage, in evaluating performance or gathering evidence in support of disciplinary measures. While there are occasions where electronic monitoring may be used to support a disciplinary action, CFIA has robust security and privacy protocols in place, and this information is not provided freely. CFIA Security must review, and specific parameters must be met, before Security will release any materials. Information from these systems is only provided to corroborate or validate evidence that has already been gathered.
  
- ◇ This precedent setting proposal is not found in other CFIA Collective Agreements or collective agreements with the Core Public Administration (CPA). CFIA is not prepared to agree to the Bargaining Agent's NEW proposal.

### **Employer Proposal**

- ◇ The Employer is proposing language to clarify the current practice in that performance assessments may be completed electronically. The CFIA has moved to the Public Service Performance Management Application (PSPM App) for capturing performance assessments with the App being the official tool for recording formal employee performance review discussions. As the App is accessed online, performance assessments can be completed electronically; the CFIA is seeking to modify the language to align with our current practice.
  
- ◇ Similarly, in 58.03, the Employer is proposing to add clarifying language to allow for electronic sharing of personnel files. As the Pay Centre is located in Miramichi and is able to provide employee files via electronic means, the Employer is proposing modifications to reflect current practice.

- ◇ The Employer respectfully requests that the Commission support the Employer's clarifying proposals and not recommend the Bargaining Agent's precedent setting proposal in its report.

**ARTICLE 63 – PAY ADMINISTRATION**

Collective Agreement	Employer Position	Bargaining Agent Position
<p><b>63.02</b> An employee is entitled to be paid for services rendered at:</p> <p>(a) the pay specified in Appendix "A", for the classification of the position to which the employee is appointed, if the classification coincides with that prescribed in the employee's certificate of appointment;</p> <p>(b) the pay specified in Appendix "A", for the classification prescribed in the employee's certificate of appointment, if that classification and the classification of the position to which the employee is appointed do not coincide.</p>		<p><b>63.02</b> An employee is entitled to be paid <b>bi-weekly</b>, for services rendered at:</p> <p>(a) the pay specified in Appendix "A", for the classification of the position to which the employee is appointed, if the classification coincides with that prescribed in the employee's certificate of appointment;</p> <p>(b) the pay specified in Appendix "A", for the classification prescribed in the employee's certificate of appointment, if that classification and the classification of the position to which the employee is appointed do not coincide.</p> <p><b><i>Should the employer fail to pay the employee as prescribed in (a) or (b) above on the specified pay date, the employer shall, in addition to the pay, award the employee the Bank of Canada daily compounded interest rate until the entirety of the employee pay issues have been resolved.</i></b></p> <p><b><i>The Employer shall also reimburse the employee for all interest charges or any other financial penalties or losses or administrative fees accrued as a result of improper pay calculations or deductions, or any contravention of a pay obligation defined in this collective agreement.</i></b></p>

**ARTICLE 63 – PAY ADMINISTRATION (cont.)**

Collective Agreement	Employer Position	Bargaining Agent Position
		<p><b>NEW – Deduction Rules For Overpayments</b></p> <p><i>Where an employee, through no fault of his or her own, has been overpaid in excess of fifty dollars (\$50), the Employer is prohibited from making any unilateral or unauthorized deductions from an employee's pay and:</i></p> <ul style="list-style-type: none"> <li><i>(a) no repayment shall begin until all the employee pay issues have been resolved;</i></li> <li><i>(b) repayment shall be calculated using the net amount of overpayment;</i></li> <li><i>(c) the repayment schedule shall not exceed ten percent (10%) of the employee's net pay each pay period until the entire amount is recovered. An employee may opt into a repayment schedule above ten percent (10%);</i></li> <li><i>(d) in determining the repayment schedule, the employer shall take into consideration any admission of hardship created by the repayment schedule on the employee.</i></li> </ul> <p><b>NEW – Emergency Salary or Benefit Advances</b></p> <p><i>On request, an employee shall be entitled to receive emergency salary, benefit advance and/or priority payment from the Employer when, due to no fault of the employee, the employee has been under paid as a result of improper pay calculations or</i></p>

**ARTICLE 63 – PAY ADMINISTRATION (cont.)**

<b>Collective Agreement</b>	<b>Employer Position</b>	<b>Bargaining Agent Position</b>
		<p><i>deductions, or as a result of any contravention of any pay obligation defined in this agreement by the Employer. The emergency advance and/or priority payment shall be equivalent to the amount owed to the employee at the time of request and shall be distributed to the employee within two (2) days of the request. The receipt of an advance shall not place the employee in an overpayment situation. The employee shall be entitled to receive emergency advances as required until the entirety of the pay issue has been resolved.</i></p> <p><i>No repayment shall begin until all the employee pay issues have been resolved and:</i></p> <p><i>(a) repayment schedule shall not exceed ten percent (10%) of the employee's net pay each pay period until the entire amount is recovered. An employee may opt into a repayment schedule above ten percent (10%).</i></p> <p><i>(b) in determining the repayment schedule, the employer shall take into consideration any admission of hardship created by the repayment schedule on the employee.</i></p>
		<p><b>NEW – Accountant and Financial Management Counselling</b></p> <p><i>The Employer shall reimburse an employee all fees associated with the use of accounting and/or financial management services by</i></p>

**ARTICLE 63 – PAY ADMINISTRATION (cont.)**

Collective Agreement	Employer Position	Bargaining Agent Position
		<i>an employee if the use of these services is required as a result of improper pay calculations and disbursements made by the Employer.</i>
<p><b>63.03</b></p> <p>(b) Where the rates of pay set forth in Appendix "A" have an effective date prior to the date of signing of this Agreement, the following shall apply:</p>		<p><b>63.03</b></p> <p>(b) Where the rates of pay set forth in Appendix "A" have an effective date prior to the date of signing of this Agreement, the following shall apply:</p>
<p><b>63.07</b> <b>Sub-clause 63.07(a) does not apply to employees covered by sub-clause 63.07(b).</b></p> <p>(a) When an employee is required by the Employer to substantially perform the duties of a higher classification level in an acting capacity and performs those duties for at least two (2) consecutive working days or shifts, the employee shall be paid acting pay calculated from the date on which he or she commenced to act as if he or she had been appointed to that higher classification level for the period in which he or she acts.</p>	<p><b>63.07</b> <b>Sub-clause 63.07(a) does not apply to employees covered by sub-clause 63.07(b).</b></p> <p>(a) When an employee is required by the Employer to substantially perform the duties of a higher classification level in an acting capacity and performs those duties for at least <del>five (5) two</del> (2) consecutive working days or shifts, the employee shall be paid acting pay calculated from the date on which he or she commenced to act as if he or she had been appointed to that higher classification level for the period in which he or she acts.</p>	<p><b>63.07</b> <del><b>Sub-clause 63.07(a) does not apply to employees covered by sub-clause 63.07(b).</b></del></p> <p>(a) When an employee is required by the Employer to substantially perform the duties of a higher classification level in an acting capacity and performs those duties for at least <del>two (2)</del> <b>one (1)</b> consecutive working days or shifts, the employee shall be paid acting pay calculated from the date on which he or she commenced to act as if he or she had been appointed to that higher classification level for the period in which he or she acts.</p>
<p><b>Sub-clause 63.07(b) applies only to employees at the EG-02 and EG-03 levels performing inspection duties and for GL and GS employees.</b></p> <p>(b) When an employee is required by the Employer to substantially perform the duties of a higher classification level in an acting capacity and performs those duties for at least one (1) day or</p>	<p><b>Sub-clause 63.07(b) applies only to employees at the EG-02 and EG-03 levels performing inspection duties and for GL and GS employees.</b></p> <p>(b) When an employee is required by the Employer to substantially perform the duties of a higher classification level in an acting capacity and performs those duties for at least <del>three (3)</del> one</p>	<p><del><b>Sub-clause 63.07(b) applies only to employees at the EG-02 and EG-03 levels performing inspection duties and for GL and GS employees.</b></del></p> <p><del>(b) When an employee is required by the Employer to substantially perform the duties of a higher classification level in an acting capacity and performs those duties for at least one (1) day or</del></p>

**ARTICLE 63 – PAY ADMINISTRATION (cont.)**

<b>Collective Agreement</b>	<b>Employer Position</b>	<b>Bargaining Agent Position</b>
<p>one (1) shift, employees in the classification groups GL, GS and employees in the EG-02 and EG-03 levels who perform inspection duties in their substantive position shall be paid acting pay calculated from the date on which he or she commenced to act as if he or she had been appointed to that higher classification level for the period in which he or she acts.</p>	<p><del>(1) days or</del> <b>three (3)</b> <del>one (1) shifts,</del> employees in the classification groups GL, GS and employees in the EG-02 and EG-03 levels who perform inspection duties in their substantive position shall be paid acting pay calculated from the date on which he or she commenced to act as if he or she had been appointed to that higher classification level for the period in which he or she acts.</p>	<p><del>one (1) shift, employees in the classification groups GL, GS and employees in the EG-02 and EG-03 levels who perform inspection duties in their substantive position shall be paid acting pay calculated from the date on which he or she commenced to act as if he or she had been appointed to that higher classification level for the period in which he or she acts.</del></p>
<p>(c) When a day designated as a paid holiday occurs during the qualifying period, the holiday shall be considered as a day worked for purposes of the qualifying period.</p>	<p><del>(c) When a day designated as a paid holiday occurs during the qualifying period, the holiday shall be considered as a day worked for purposes of the qualifying period.</del></p>	<p><del>(c)</del><b>(b)</b> When a day designated as a paid holiday occurs during the qualifying period, the holiday shall be considered as a day worked for purposes of the qualifying period.</p>
		<p><b>NEW 63.X1</b></p> <p><b>(a) An employee who is required to act at a higher level shall receive an increment at the higher level after having reached fifty-two (52) weeks of cumulative service at the same level.</b></p> <p><b>(b) For the purpose of defining when an employee will be entitled to go to the next salary increment of the acting position, “cumulative” means all periods of acting at the same level.</b></p>
		<p><b>NEW 63.X2</b></p> <p><b>Any NJC allowances an employee is in receipt of when the employee commences to act in a higher classification shall be maintained without interruption during the period the employee is acting.</b></p>

**COMMENTS:**

**Bargaining Agent Proposal**

Pay Schedules and Claims

- ◇ The Bargaining Agent is proposing to introduce language to specify that employees are to be paid bi-weekly in clause 63.02.
  
- ◇ The Agency follows the Treasury Board of Canada Secretariat's (TBS) Directive on Terms and Conditions of Employment which has timelines with respect to pay. Section A.3 Part 3.10 – Pay Administration states as follows:

*A.3.10 Biweekly pay*

*3.10.1*

*3.10.1.1 Persons newly appointed to the core public administration after April 23, 2014 are to be paid biweekly on an arrears pay cycle.*

*3.10.1.2 Persons being paid on the biweekly current pay cycle of April 23, 2014 will be paid biweekly in arrears from May 8, 2014.*

*3.10.1.3 Persons will receive their pay entitlement based on time worked in a pay period, two weeks after the end of that pay period.*

*3.10.1.4 Persons described in subsection 10.1.2 will be issued a one-time transition payment on May 21, 2014 based on their rate of pay on May 7, 2014.*

*3.10.1.5 Persons on leave without pay on May 7, 2014, who had been paid on a biweekly current pay cycle prior to their departure on leave without pay, will be issued their one-time transition payment upon return to work based on their rate of pay on May 7, 2014.*

*3.10.1.6 The gross amount of the one-time transition payment referred to in subsections 10.1.4 and 10.1.5 will be reconciled (a payment or a recovery of the difference between pay entitlement due at termination and the amount of the one-time transition payment) over the final pay*



*periods, as applicable, when an individual terminates employment with the public service*

A copy of this policy can be found in Appendix M.

- ◇ The Bargaining Agent is seeking interest payments for employees for missed or incorrect payments, as well as reimbursement for all interest charges or any other financial penalties or losses or administrative fees accrued as a result of improper pay calculations or deductions, or any contravention of a pay obligation defined in this collective agreement in clause 65.02.
- The Employer submits that this language is not required as there are processes in place to compensate employees who have incurred expenses or financial losses due to the implementation of the Phoenix pay system. Pursuant to the claims mechanisms put in place and promulgated a few years ago in the context of issues related to the pay system, employees may avail themselves of the following types of claims:
  - Claim out-of-pocket expenses: Employees who have incurred out-of-pocket expenses, such as interest charges or late fees because of Phoenix can submit a claim with the Employer.
  - Reimbursement for tax advice: Employees who need to consult an expert to sort out income taxes due to errors in pay caused by Phoenix may be reimbursed up to \$200 related to obtaining tax advice.
  - Request an advance for government benefits: If an employee's government benefits, such as the Canada Child Benefit, or other credits were reduced due to overpayments by Phoenix, employees can request an advance to help during this time.
  - Claims for impact to income taxes and government benefits: Employees who were owed salary from one year that was paid the following year (for example salary owed from 2016 was paid in 2017) and incurred a financial

loss related to paying a higher rate of income tax or reduced government benefits and credits such as the Canada Child Benefit can submit a claim.

#### NEW – Deduction Rules For Overpayments

- ◇ The Bargaining Agent is proposing to introduce language to establish deduction rules for overpayments.
  - The Employer submits that the authority for the recovery of overpayments comes from the Financial Administration Act – the legal requirement to recover overpayments is found under section 155 of the Act.
  - More importantly, amendments were made in 2018 to TBS' Directive on Terms and Conditions of Employment with respect to the recovery of overpayments to relieve and mitigate the financial stress and hardships of employees experiencing overpayments in Phoenix. The Directive was amended to allow the Employer to delay, all or part of the recovery of overpayments. A new interpretation was also issued regarding the recovery of Emergency Salary Advances (ESAs) and priority payments, to provide greater flexibilities and ensure consistent management of related recoveries
  - A new subsection in the Directive was added, 15.4.4, which states that:

*The person with the delegated authority may establish alternate timelines for the recovery of overpayments, as required to facilitate the effective resolution of issues related to Phoenix. Timelines may include a deferral of repayments, and may differ on a case-by-case basis.*
  - Unless an employee chooses an earlier repayment, no recovery of an overpayment (including ESAs and priority payments) is to commence until an employee's pay file is reconciled, namely, until the employee's pay problems (i.e., incorrect or no pay), have been resolved.
  - For individuals on leave without pay, recoveries shall not be initiated until they return to work, or their employment is terminated.

- Recoveries shall not commence until employees have received their correct pay for three (3) consecutive pay periods. These flexibilities cover overpayments, emergency salary advances and priority payments received by employees due to issues arising as a direct result of Phoenix.
- Based on the FAA and the changes to TBS's Directive on Terms and Conditions of Employment, the Employer submits that additional language is not required in the Collective Agreement.

#### NEW – Emergency Salary or Benefit Advances

- ◇ The Bargaining Agent is proposing to introduce language regarding the issuance of emergency salary or benefit advances.
  - The Employer submits that language on Emergency Salary Advances (ESA) exists in the Directive on Terms and Conditions of Employment section A.3.17 and therefore language is not required in the collective agreement.
  - The Agency only begins salary recovery once the employee has received their pay on a consistent basis.

#### NEW - Accountant and Financial Management Counselling

- ◇ The Bargaining Agent is proposing to introduce new language on the reimbursement of costs associated with seeking financial advice.
  - There are processes currently in place to provide reimbursement with respect to tax advice. As previously indicated, should employees need to consult an expert to sort out income taxes due to an error in pay caused by Phoenix, they may apply for reimbursement of fees up to \$200 related to obtaining tax advice.

#### Acting Pay

- ◇ The Bargaining Agent is proposing language for all employees in the bargaining unit to have a qualifying period of one (1) day for acting pay.

- The current language limits one (1) day acting to EG-02 and EG-03 positions in which incumbents perform Inspection duties and the GL and GS classification.
  - The Employer submits that an employee cannot reasonably carry out the full duties and responsibilities of a position during a one-day acting.
  - The Employer also submits that these proposals would impose increased strain from the pay administration perspective. There are significant challenges related to the Phoenix pay system, and proposals that would complicate the payroll system (such as moving to further one-day acting entitlements) or require further need to track cumulative periods of acting, are not feasible nor warranted. In addition, the current provisions are entirely consistent with comparators in the CPA.
- ◇ The Bargaining Agent is proposing language to change how the Employer administers acting pay, including how increment dates are determined.
- The Employer submits that the Directive on Terms and Conditions of Employment provides timelines with respect to pay schedules and rules and processes for acting pay that are consistent in application across the Government and should not be changed.
- ◇ The Bargaining Agent is proposing language relating to National Joint Council (NJC) Allowances, for an employee's substantive pay to be maintained when an employee is acting.
- The Employer submits that it would be inappropriate to continue allowances for an employee in their substantive position when they are not carrying out the duties and responsibilities of that position.
  - The Employer submits that the Directive on Terms and Conditions of Employment provides consistent rules and processes for allowances.

## Employer Proposal

- ◇ The Employer is proposing language to increase the qualifying period for acting pay for the EG-02 and EG-03 groups and the GL and GS classification from one (1) to (3) days, and for the rest of the bargaining unit, from two (2) days to five (5) days.
  - The EG Group comparator in the CPA (EG classification) has a three (3) day qualifying period for acting pay.
  - Increasing the qualifying periods will better reflect the actual time an employee spends in an acting role before he/she is expected or required to carry out all of the duties and responsibilities of that position.
  - When an employee is performing the duties of a higher level position for a limited period of time, he or she is typically not expected to perform all of the duties of that higher level position that distinguish it from the lower level position. For example, when key decisions need to be made and the decision maker is absent for a short period of time, these decisions often wait until the incumbent of the higher level position returns, as opposed to having an actor make the decision.
  - The Employer is of the view that increasing the acting threshold would significantly reduce the strain on the Phoenix Pay system.
  
- ◇ The Employer is proposing to remove language that a paid holiday would be considered a “day worked” for the qualifying period for acting pay.
  - Employees are not performing the duties of the higher level position on a Designated Paid Holiday and, therefore, the holiday should not count as a “day worked” for the purposes of the qualifying period.
  
- ◇ The Employer respectfully requests that the Commission support the Employer’s proposals and not recommend the Bargaining Agent’s proposals in its report.

**ARTICLE 66 – DURATION**

<b>Collective Agreement</b>	<b>Employer Position</b>	<b>Bargaining Agent Position</b>
<p><b>66.01</b> The duration of this Collective Agreement shall be from the date it is signed to December 31, 2018.</p>	<p><b>66.01</b> The duration of this Collective Agreement shall be from the date it is signed to December 31, <del>2018.</del> <b>2022.</b></p>	<p><b>66.01</b> The duration of this Collective Agreement shall be from the date it is signed to December 31, <del>2018.</del> <b>2021.</b></p>

**COMMENTS:**

- ◇ As noted in Part III of this brief, the Employer has proposed a four (4) year duration while the Bargaining Agent has proposed a duration of three (3) years for this Collective Agreement.
- ◇ A four-year agreement will provide stability and predictability and give both Parties sufficient time to observe any new or revised terms in the work place in order to determine if modifications are needed prior to commencement of the next round of negotiations. This would replicate the duration of the last collective agreement concluded between the Parties, which covered the January 2015 to December 2018 period. In 2018, the Parties finalized the Collective Agreement dating back to 2015 and expiring less than one year later, in December. This did not allow sufficient time for the Parties to experience or assess the changes that were negotiated before starting negotiations once again.
- ◇ A four (4) year agreement would provide the Parties with the opportunity to more fully implement changes negotiated in this round. It would also provide a better opportunity to stabilize the pay system before the implementation of the following collective agreement.
- ◇ All Collective Agreements signed in the Core Public Administration with 11 bargaining agents for 17 bargaining units during the current round are for a four-year duration. The same goes for Separate Agencies. The Employer submits that it would be appropriate to include the same duration.

- ◇ The Employer is also of the view that its monetary/economic offer over four years is competitive with the market place and is in keeping with the economic indicators. It also replicates the other agreements concluded in the CPA, and with other Separate Employers.
  
- ◇ The Employer therefore requests that the Commission include the Employer's proposal for a 4-year collective agreement in its report, with the pattern economic increases of 2%, 2%, 1.5% and 1.5%, plus 1% to address group-specific pressures. The Employer respectfully requests that the Commission support the Employer's proposal in its report.

**NEW ARTICLE – WHISTLEBLOWING**

Collective Agreement	Bargaining Agent Position
<p><b>NEW</b></p>	<p><b>XX</b>  <i>No employee shall be disciplined or otherwise penalized, including but not limited to, demotion, suspension, dismissal, financial penalty, loss of seniority, advancement or opportunity in the public service, as a result of disclosing any wrongful act or omission, such as an offence against an Act of Parliament, an Act of a legislature of any province or any instrument issued under any such act; an act or omission likely to cause a significant waste of public money; an act or omission likely to endanger public health or safety or the environment.</i></p>

**COMMENTS:**

**Bargaining Agent Proposal**

- ◇ The Bargaining Agent is proposing to introduce whistleblowing provisions into the Collective Agreement. This language is precedent setting and not found in other public service or CFIA collective agreements.
  
- ◇ There are a number of avenues already in place in which an employee can make a disclosure, while being treated fairly and protected from reprisal.
  - The *Public Servants Disclosure Protection Act* (PSDPA) gives federal public sector employees and others a secure and confidential process for disclosing serious wrongdoing in the workplace, as well as protection from acts of reprisal. It is part of the Government of Canada's ongoing commitment to promoting ethical practices in the public sector. The PSDPA covers all employees in federal departments and agencies.
  - As per section 20(4) of the PSDPA, the disclosure process is confidential so the employee's identity is protected in accordance with the Act.



**Confidentiality**

*(4) Any information received by a conciliator in the course of attempting to reach a settlement of a complaint is confidential and may not be disclosed except with the consent of the person who gave the information.*

- In addition, as per section 19 and 19.1(1), if a public servant or former public servant feels they are the subject of an act of reprisal, they can make a complaint to the Integrity Commissioner. This can lead to a settlement or corrective action ordered by a special tribunal, such as compensation or disciplinary action against the guilty parties.

**Prohibition against reprisal**

*19 No person shall take any reprisal against a public servant or direct that one be taken against a public servant.*

**Complaints**

*19.1 (1) A public servant or a former public servant who has reasonable grounds for believing that a reprisal has been taken against him or her may file with the Commissioner a complaint in a form acceptable to the Commissioner. The complaint may also be filed by a person designated by the public servant or former public servant for the purpose.*

- In conjunction with the PSDPA, the CFIA *Policy on Internal Disclosure of Wrongdoing* builds on the Canadian Food Inspection Agency's (CFIA) proactive efforts to promote and reinforce the importance of Public Service values and ethics in the delivery of its role as a science-based regulator. The objective of this policy is to allow CFIA employees to bring forward, in good faith, information concerning possible wrongdoing in the workplace; to ensure that any employee who makes such a disclosure is treated fairly and is protected from reprisal in a manner consistent with this policy; and, to communicate to employees that, in addition to internal disclosure, there is an external mechanism available through the Public Sector Integrity Commissioner.

- CFIA also launched our **Speak Up, We're Listening** Program in March of 2018. This new program was launched with a video message from the President and Executive Vice President encouraging employees to speak up when they witness or encounter harassment, wrongdoing, or any type of inappropriate behaviour. A confidential telephone line and email address have been established for all employees to access to voice any workplace concerns or pose questions. Inquiries are treated with respect and confidentiality and employees are guided to the best resource to help address the issue being raised.
  
- ◇ CFIA submits that there are a sufficient number of avenues an employee is able to take to make a disclosure or express workplace concerns within the CFIA, and that the Bargaining Agent's proposal is not required.
  
- ◇ The Employer respectfully requests that the Commission not support the Bargaining Agent's precedent setting proposal in its report.

**NEW ARTICLE – TERM EMPLOYMENT**

Collective Agreement	Bargaining Agent Position
<b>NEW</b>	<p><b>XX.01</b>  <i>Term employment is one option to meet temporary business needs, such as backfilling temporary vacancies resulting from Indeterminate employees on leave or on acting/developmental assignments, or for short-term projects or for fluctuation workloads.</i></p>
	<p><b>XX.02</b>  <i>This option shall be used only in situations where a need clearly exists for a limited time and is not anticipated to become a permanent ongoing need.</i></p>
	<p><b>XX.03</b>  <i>A series of term appointments shall not be used to avoid the hiring of fulltime indeterminate employees.</i></p>
	<p><b>XX.04</b>  <i>Term employees shall be entitled to all of the rights, privileges and benefits of the Collective Agreement, unless explicitly stated otherwise.</i></p>
	<p><b>XX.05</b>  <i>Term employees shall be treated fairly and responsibly (i.e. reasonable renewal/non-renewal notice, performance feedback, appointments/reappointments that truly reflect the expected duration of the work, and orientation upon initial appointment).</i></p>
	<p><b>XX.06</b>  <i>Term employment shall not be used as a substitute probationary period for indeterminate staffing.</i></p>
	<p><b>XX.07</b>  <i>Where a person who has been employed in the same position as a term employee for a cumulative working period of three (3) years without a break in service longer than sixty (60) consecutive calendar days, the agency shall appoint the employee indeterminately at the level of his/her substantive position.</i></p>

**NEW ARTICLE – TERM EMPLOYMENT (cont.)**

Collective Agreement	Bargaining Agent Position
	<p><b>XX.08</b>  <i>The Employer agrees not to artificially create a break in service or reduce a term employee’s scheduled hours in order to prevent the employee from attaining full-time indeterminate status.</i></p>
	<p><b>XX.09</b>  <i>Periods of term employment where the source of funding for salary dollars is from external sources and for a limited duration (sunset funding) shall not count as part of the cumulative working period. The Agency shall identify a program, project, or initiative as being sunset funded. Term employees shall be advised in writing, at the time that they are offered employment or re-appointed in such programs/projects/initiatives, that their period of employment will not count in the calculation of the cumulative working period for Indeterminate appointment. However, periods of term employment immediately before and after such employment shall count as part of the cumulative working period where no break in service longer than 60 consecutive calendar days has occurred.</i></p> <p><i>Moreover, if a period of term employment that occurs immediately after a period of sunset funding is a continuation of the work or project, which the sunset funding initially supported, but with operational funding for the same purpose, the period of time during which the sunset funding applied will count in the calculation of the cumulative working period as long as no break in service longer than 60 consecutive calendar days has occurred.</i></p>

**COMMENTS:**

**Bargaining Agent Proposal**

- ◇ The *Canadian Food Inspection Agency Act* provides the President who is Chief Executive Officer of the organization with the exclusive authority to appoint the employees of the Agency.

- ◇ The Agency submits that the Bargaining Agent's proposal on Term Employment deals with a term or condition under the *Canadian Food Inspection Agency Act* and the Agency's Staffing Program and policies that relate to procedures or processes governing the appointment of employees.

*13 (1) The President has the authority to appoint the employees of the Agency.*

*13 (2) The President may set the terms and conditions of employment for employees of the Agency and assign duties to them.*

- ◇ The subject of this proposal is not subject to collective bargaining and as such, the Employer respectfully submits that this Commission does not have the jurisdiction to address this proposal in its report.

**NEW ARTICLE – DOMESTIC VIOLENCE LEAVE**

Collective Agreement	Bargaining Agent Position
NEW	<p><b>XX.01</b>  <i>The Employer recognizes that employees sometimes face situations of violence or abuse, which may be physical, emotional or psychological, in their personal lives that may affect their attendance and performance at work.</i></p>
	<p><b>XX.02</b>  <i>Employees experiencing domestic violence will be able to access ten (10) days of paid leave for attendance at medical appointments, legal proceedings and any other necessary activities. This leave will be in addition to existing leave entitlements and may be taken as consecutive or single days or as a fraction of a day, without prior approval.</i></p>
	<p><b>XX.03</b>  <i>The Employer agrees that no adverse action will be taken against an employee if their attendance or performance at work suffers as a result of experiencing domestic violence.</i></p>
	<p><b>XX.04</b>  <i>The Employer will approve any reasonable request from an employee experiencing domestic violence for the following:</i></p> <ul style="list-style-type: none"> <li>• <i>Changes to their working hours or shift patterns;</i></li> <li>• <i>Job redesign, changes to duties or reduced workload;</i></li> <li>• <i>Job transfer to another location or department or business line;</i></li> <li>• <i>A change to their telephone number, email address, or call screening to avoid harassing contact; and</i></li> <li>• <i>Any other appropriate measure including those available under existing provisions for family-friendly and flexible working arrangements.</i></li> </ul>
	<p><b>XX.05</b>  <i>All personal information concerning domestic violence will be kept confidential in accordance with relevant legislation, and shall not be disclosed to any other party without the employee's express written agreement. No information on domestic violence will be kept on an employee's personnel file without their express written agreement.</i></p>

**NEW ARTICLE – DOMESTIC VIOLENCE LEAVE (cont.)**

Collective Agreement	Bargaining Agent Position
	<p><i>Workplace Policy</i></p> <p><b>XX.06</b>  <i>The Employer will develop a workplace policy on preventing and addressing domestic violence at the workplace. The policy will be made accessible to all employees and will be reviewed annually. Such policy shall explain the appropriate action to be taken in the event that an employee reports domestic violence or is perpetrating domestic violence, identify the process for reporting, risk assessments and safety planning, indicate available supports and protect employees' confidentiality and privacy while ensuring workplace safety for all.</i></p>
	<p><i>Workplace supports and training.</i></p> <p><b>XX.07</b>  <i>The employer will provide awareness training on domestic violence and its impacts on the workplace to all employees.</i></p>
	<p><b>XX.08</b>  <i>The Employer will identify a contact in [Human Resources/Management] who will be trained in domestic violence and privacy issues for example: training in domestic violence risk assessment and risk management. The Employer will advertise the name of the designated domestic violence contact to all employees.</i></p>
	<p><i>The Advocate</i></p> <p><b>XX.09</b>  <i>The Employer and the PSAC recognize that employees who identify as women sometimes need to discuss with another woman matters such as violence or abuse or harassment, at home or in the workplace. Workers may also need to find out about resources in the workplace or community to help them deal with these issues such as the EAP program, a shelter, or a counsellor.</i></p>
	<p><b>XX.10</b>  <i>For these reasons, the parties agree to recognize the role of Advocate in the workplace.</i></p>

**NEW ARTICLE – DOMESTIC VIOLENCE LEAVE (cont.)**

Collective Agreement	Bargaining Agent Position
	<p><b>XX.11</b>  <i>The Advocate will be determined by the PSAC from amongst the bargaining unit employees.</i></p>
	<p><b>XX.12</b>  <i>The Advocate will meet with workers as required and discuss problems with them and assist accordingly, referring them to the appropriate agency when necessary.</i></p>
	<p><b>XX.13</b>  <i>The Employer will provide access to a private office in order for the Advocate to meet with employees confidentially, and will provide access to a confidential telephone line and voice mail that is maintained by the Advocate and accessible to all in the workplace. The Advocate will also have access to a management support person to assist her in her role when necessary.</i></p>
	<p><b>XX.14</b>  <i>The Employer and the PSAC will develop appropriate communications to inform all employees of the advocacy role of the Advocate and information on how to contact him or her.</i></p>
	<p><b>XX.15</b>  <i>The Advocate will participate in an initial basic training and an annual update training program to be delivered by the PSAC. The Employer agrees that leave for such training shall be with pay and will cover reasonable expenses associated with such training, such as lodging, transportation and meals.</i></p>
	<p><b>XX.16</b>  <i>Employees that are named as Advocate shall be granted leave with pay to carry out the duties associated with acting as an Advocate.</i></p>
	<p><b>XX.17</b>  <i>No employee shall be prevented from accessing the service of the Advocate or of becoming an Advocate once named by PSAC.</i></p>



**COMMENTS:**

**Bargaining Agent Proposal**

- ◇ Bill C-86, a second Act to implement certain provisions of the Budget tabled in Parliament on February 27, 2018 and other measures, amended the *Canada Labour Code* (CLC) to provide paid leave to an employee who is a victim of family violence or parent of child who is victim of violence.
  
- ◇ The new Leave for Victims of Family Violence in the Canada Labour Code Part III provisions read as follows:

***Leave for Victims of Family Violence***

***Definitions***

**206.7 (1)** *The definitions child and parent set out in subsection 206.5(1) apply in subsection (2).*

***Leave — 10 days***

**(2)** *Every employee who is a victim of family violence or who is the parent of a child who is a victim of family violence is entitled to and shall be granted a leave of absence from employment of up to 10 days in every calendar year, in order to enable the employee, in respect of such violence,*

**(a)** *to seek medical attention for themselves or their child in respect of a physical or psychological injury or disability;*

**(b)** *to obtain services from an organization which provides services to victims of family violence;*

**(c)** *to obtain psychological or other professional counselling;*

**(d)** *to relocate temporarily or permanently;*

**(e)** *to seek legal or law enforcement assistance or to prepare for or participate in any civil or criminal legal proceeding; or*

*(f) to take any measures prescribed by regulation.*

**Leave with pay**

*(2.1) If the employee has completed three consecutive months of continuous employment with the employer, the employee is entitled to the first five days of the leave with pay at their regular rate of wages for their normal hours of work, and such pay shall for all purposes be considered to be wages.*

**Exception**

*(3) An employee is not entitled to a leave of absence with respect to any act of family violence if the employee is charged with an offence related to that act or if it is probable, considering the circumstances, that the employee committed that act.*

**Division of leave**

*(4) The leave of absence may be taken in one or more periods. The employer may require that each period of leave be of not less than one day's duration.*

**Documentation**

*(5) The employer may, in writing and no later than 15 days after an employee's return to work, request the employee to provide documentation to support the reasons for the leave. The employee shall provide that documentation only if it is reasonably practicable for them to obtain and provide it.*

**Regulations**

*(6) The Governor in Council may make regulations defining the expressions "regular rate of wages" and "normal hours of work" for the purposes of subsection (2.1).*

- ◇ The legislation provides for ten days of leave, five of which are with pay.
- ◇ The *Canada Labour Code* Part III, including the changes summarized above, does not apply to the CFIA.
- ◇ The Employer respectfully does not agree with the Bargaining Agent's proposal, and submits a counter-proposal below, to resolve this important issue.
- ◇ The Employer's proposal is closely aligned with the provisions of the new legislation, in terms of the scope and intent of the leave, duration and the potential requirement on the employee to provide supporting documentation. Further, the Employer's proposal is more generous than the CLC, as it provides for 10 days of paid leave per year, whereas the CLC provides for five days of paid leave and five days without pay per year.
- ◇ The Employer is of the opinion that no employee who is the perpetrator of domestic violence should be afforded paid leave. As such, the leave would not be available if an employee is suspected or charged with an offence relating to an act of domestic violence.
- ◇ The Employer suggests that the intent/purpose of the CLC provisions is to deal with leave only and it is not intended as a mechanism or conduit to address the various additional issues proposed by the Bargaining Agent at XX.04. From that perspective, the Bargaining Agent's proposal would impose a much broader duty and responsibility on the Employer, would interfere with the Employer's management prerogatives and goes well beyond the intent of the legislation.
- ◇ The Bargaining Agent is also seeking a commitment from the Employer to protect privacy of information. The Employer submits that there is already binding legislation and that there are numerous policy instruments dealing with the

protection of personal information in the workplace, and as such there is no requirement to include language to that effect in the agreement.

- ◇ The Bargaining Agent is also seeking a commitment from the Employer to develop a workplace policy on preventing and addressing domestic violence in the workplace, provide awareness training to all employees, identify a designated trained contact in the Human Resources Branch, and create an advocacy program.
- In the previous round of collective bargaining, the Parties agreed to establish a Joint Committee to study workplace practices to support employees experiencing domestic violence with a view to making recommendations to the Employer. This Committee has been working collaboratively since June 2019 and has yet to make its recommendations. The issues that the Bargaining Agent's proposals aim to address are among those being studied by the Committee as it prepares to make recommendations that would be the most appropriate for the Employer and its employees, taking into consideration the Employer's practices, policies, and governing legislation. To accept the Bargaining Agent's current proposals would pre-suppose and undermine the work and recommendations of the Committee and would potentially impose terms and conditions that do not address the needs of CFIA employees or the Employer.
- ◇ The Committee is also studying the issue of training and will likely make recommendations to the Employer as to what training is available and appropriate, and for whom. Therefore, the Bargaining Agent's proposal to include workplace training as part of the article is unnecessary.
- ◇ The Bargaining Agent is also seeking a commitment from the Employer to create an Advocate role.

- The Joint Committee is studying the concept of an Advocate role and Advocacy Program and consideration of the feasibility of such a program will be part of its recommendations. Similar programs exist in different workplaces and they vary from employer to employer. The Joint Committee has not yet made its recommendations with regards to an Advocacy Program and, as mentioned previously, to accept the Bargaining Agent's current proposal would pre-suppose and undermine the work and recommendations of the Joint Committee. Furthermore, if such a program were to be created, it would be most appropriate to do so outside of the Collective Agreement based on the recommendations of the Joint Committee.
  
- ◇ Given the importance of this issue, the Employer is however counter-proposing the language below. It should be noted that this proposal is in alignment with the pattern established with 34 employee groups in the federal public service.

### Employer movement

In order to achieve settlement, the Employer proposes the following:

**XX.XX**

***Domestic Violence Leave***

***For the purposes of this article domestic violence is considered to be any form of abuse or neglect that an employee or an employee's child experiences from someone with whom the employee has or had an intimate relationship.***

- a. The parties recognize that employees may be subject to domestic violence in their personal life that could affect their attendance at work.***
- b. Upon request, an employee who is subject to domestic violence or who is the parent of a dependent child who is subject to domestic violence from someone with whom the employee has or had an intimate relationship shall be granted domestic violence leave in order to enable the employee, in respect of such violence:***
  - i. to seek care and/or support for themselves or their dependent child in respect of a physical or psychological injury or disability;***
  - ii. to obtain services from an organization which provides services for individuals who are subject to domestic violence;***
  - iii. to obtain professional counselling;***
  - iv. to relocate temporarily or permanently; or***
  - v. to seek legal or law enforcement assistance or to prepare for or participate in any civil or criminal legal proceeding.***
- c. The total domestic violence leave with pay which may be granted under this article shall not exceed seventy-five (75) hours in a fiscal year.***
- d. The Employer may, in writing and no later than fifteen (15) days after an employee's return to work, request the employee to provide documentation to support the reasons for the leave. The employee shall provide that documentation only if it is reasonably practicable for them to obtain and provide it.***
- e. Notwithstanding clauses 17.XX(b) to 17.XX(c), an employee is not entitled to domestic violence leave if the employee is charged with an offence related to that act or if it is probable, considering the circumstances, that the employee committed that act.***

- ◇ Accordingly, the Employer requests that the Commission include the Employer's proposed language as per the *Employer movement* section above, in its report.

**NEW ARTICLE/MOU – PREPARATION TIME FOR SLAUGHTERHOUSE INSPECTIONS**

Collective Agreement	Bargaining Agent Position
<b>NEW</b>	<p><i>Add NEW to Article 60 (Wash up Time) or Article 24 (Hours of Work)</i></p> <p><i>XX.01</i></p> <p><i>(a) All employees working in inspection (slaughterhouse) shall be provided a minimum of fifteen (15) minutes at the beginning and fifteen (15) minutes at the end of each shift for tooling up and tooling down. Time spent tooling up and tooling down shall form part of an employee's shift.</i></p> <p><i>(b) In addition to a) above, where there is a need due to the nature of the work, wash-up time will be permitted before the end of each working day.</i></p>

**COMMENTS:**

**Bargaining Agent Proposal**

- ◇ The Bargaining Agent is seeking to introduce language that allows all employees working in inspection, preparation time of thirty minutes (15 minutes before their shift and 15 minutes at the end of their shift) to prepare for their shift.
- This proposal is precedent setting and not found in any other Core Public Administration collective agreements.
- All employees regardless of their work location are required to be prepared for the start of their shift. Office workers do not get preparation time to take off their jacket and log onto their computers.
- As Wash-up Time is already provided for in Article 60, the Employer submits that the Bargaining Agent's proposal in XX.01(b) is not required.
- There are decisions that state what reasonable time is. They are found in Appendix N. As above, this time would be similar in nature for the time required for an office-worker to commence his or her day.

- ◇ The Employer respectfully requests that the Commission not recommend the Bargaining Agent's precedent-setting proposals in its report.



**NEW ARTICLE – MEAT HYGIENE ALLOWANCE**

Collective Agreement	Bargaining Agent Position
<b>NEW</b>	<p><b>XX.01</b>  <i>Effective 1 January 20195, an employee who performs meat inspection duties in an abattoir will receive a meat hygiene allowance for all hours worked, including overtime hours, at a rate of 4% of her or his straight time hourly rate of pay.</i></p>

**COMMENTS:**

**Bargaining Agent Proposal**

- ◇ The Bargaining Agent is proposing to introduce a new allowance for employees performing meat inspection duties in abattoirs. This specific language is not found in other public service or CFIA collective agreements.
  
- ◇ While the Employer previously provided a Meat Hygiene Allowance (MHA) to employees in the Veterinary Medicine (VM) Group bargaining unit who performed meat inspection duties in abattoirs at the VM-01 and VM-02 levels, the introduction of that allowance in 2006 was to address a recruitment issue that existed at that time as the Agency experienced substantial challenges attracting veterinarians to these entry level positions in abattoirs. The MHA was removed from the VM Collective Agreement during the 2014 Round of Bargaining.
  
- ◇ As the Allowance no longer exists, and the Agency has not faced those same recruitment issues for inspector positions in abattoirs (the incumbents of which would be part of the PSAC bargaining unit), the Employer is not persuaded that this allowance is warranted for the PSAC bargaining unit.

- ◇ Based on current rates of pay and population, it is estimated the cost of this allowance would be over \$1.9 million annually, which is very significant given it would be intended for just a targeted group of employees and not the entire bargaining unit.
  
- ◇ Employees performing meat inspection duties in abattoirs are part of the Engineering and Scientific Support (EG) classification. It should also be noted that the physical work environment is included within the Work Environment Factor within EG work descriptions and is taken into consideration when classifying EG positions.
  
- ◇ The Employer respectfully requests the Commission not recommend the Bargaining Agent's demand in its report.

**NEW ARTICLE – SOCIAL JUSTICE FUND**

Collective Agreement	Bargaining Agent Position
<p><b>NEW</b></p>	<p><b>XX</b>  <i>The Employer shall contribute one cent (\$.01) per hour worked to the PSAC Social Justice Fund and such contribution will be made for all hours worked by each employee in the bargaining unit. Contributions to the Fund will be made quarterly, in the middle of the month immediately following completion of each fiscal quarter year, and such contributions remitted to the PSAC National Office. Contributions to the Fund are to be utilized strictly for the purposes specified in the Letters Patent of the PSAC Social Justice Fund.</i></p>

**COMMENTS:**

**Bargaining Agent Proposal**

- ◇ The Bargaining Agent is seeking to incorporate its Social Justice Fund into the Collective Agreement. The Employer is not in agreement with this proposal.
  
- ◇ The Employer derives its authority to enter into a collective agreement from the *Federal Public Sector Labour Relations Act (FPSLRA)*. Its authority is with respect to a written document relating to the terms and conditions of employment and related matters. The authority of the Employer under the FPSLRA to contract with the Bargaining Agent does not extend to provisions which do not relate to terms and conditions of employment of those in the bargaining unit. The PSAC Social Justice Fund does not relate to terms and conditions of employment, nor is it a related matter. The Employer submits that the Social Justice Fund does not fall with the purpose and scope of the collective agreement.
  
- ◇ The Employer would like to note that the Union’s proposed language does not exist in any collective agreement in the federal public service and its incorporation would be precedent setting.

- ◇ Again, the Bargaining Agent’s proposal has a monetary impact for the Employer. Based on the bargaining unit population as of October 2018, the estimated annual cost would be \$82,079 for regular hours worked.
  
- ◇ The Employer wishes to bring to the Commission’s attention the following FPSLRB decisions wherein the Board declined to award the Union’s proposal on the Social Justice Fund:
  - *House of Commons and PSAC* (Operational and Postal Services Group) (April 16, 2018 – Chairperson Jaworski at paragraph 61)
  - *Library of Parliament and PSAC* (Library Science, Clerical and General Services and Technicians Group) (October 17, 2017 – Chairperson Shannon at paragraph 23)
  - *House of Commons and PSAC* (Reporting and Text Processing Group) (December 22, 2016 – Chairperson Bertrand at paragraph 48)
  - *House of Commons and PSAC* (Scanner Group) (April 5, 2013 – Chairperson Gobeil at paragraph 39)
  - *House of Commons and PSAC* (Postal Services Group) (November 9, 2010 – Chairperson Mackenzie at paragraph 46)
  - *Senate and PSAC* (Operational Group) (August 16, 2010 – Chairperson Mackenzie at paragraph 107)
  - *House of Commons and PSAC* (Operational Group) (February 22, 2010 – Chairperson Quigley at paragraph 82)
  - *House of Commons and PSAC* (Reporting and Text Processing Group) (January 27, 2010 – Chairperson Paquet at paragraph 52)
  - *House of Commons and PSAC* (Scanner Group) (December 7, 2009 – Chairperson Butler at paragraph 57)
  - *House of Commons and PSAC* (Reporting and Text Group) (May 7, 2008 – Chairperson Quigley at paragraph 12)
  - *House of Commons and PSAC* (Operational Group) (March 27, 2008 – Chairperson Butler at paragraph 53)

- *Staff of the Non-Public Funds and PSAC* (Audit Professional Group) (February 9, 2007 – Chairperson Potter at paragraph 6)
- *Office of the Auditor General and PSAC* (Audit Professional Group) (February 28, 2005 – Chairperson Starkman at paragraph 12)
- *Social Sciences and Humanities Research Council and PSAC* (Administrative and Foreign Service Group) (September 15, 2008 – Chairperson Potter at paragraph 14)

These decisions can be found in Appendix O.

- ◇ The Employer wishes to bring to the Commission's attention the following Conciliation Board decisions wherein the Board declined to award the Union's proposal on the Social Justice Fund:
  - *Communications Security Establishment and PSAC* (June 2, 2014 – Chairperson Mackenzie at page 11)
  - *Canadian Food Inspection Agency and PSAC* (July 25, 2013 – Chairperson Slotnick at page 11)
  - *Treasury Board Secretariat of Canada and PSAC* (Technical Services Group) (January 11, 2013 – Chairperson Ready at paragraph 55)
  - *Treasury Board Secretariat of Canada and PSAC* (Border Services Group) (June 5, 2013 – Chairperson Mackenzie at paragraph 93)
  - *Parks Canada Agency and PSAC* August 5, 2004 – Chairperson Paquin at page 21)
- ◇ The Employer also calls to the Commission's attention to a report of the Conciliation Board for the Public Service Alliance of Canada and the Canada Customs and Revenue Agency, where the Board again recommended that the proposal be withdrawn. The Employer is of the opinion that the Board's reasoning might explain why the Social Justice Fund has justifiably not been included in any public sector agreement:

*...There is no question that the objectives of the Social Justice Fund are laudable...However, the manner in which the PSAC seeks participation by the Employer– by way of direct contribution to the Social Justice Fund – falls outside the norm for such partnership arrangements. Unlike the case of a private sector employer, all government expenditures, including those of the CCRA, are of public funds for which it is responsible to the taxpayer. Rather than expend such funds by way of direct contribution, government signals its moral and fiscal support for such initiative by the grant of tax-free charitable status to those entities engaged by them. This is the case with the Social Justice Fund established by PSAC, which is in the process of obtaining for it tax-free charitable status. The grant of such status is a very real contribution to the Fund, its sponsor and the many individuals who will make contributions to it, all of whom will receive a tangible benefit from CCRA for doing so: tax relief; and by the same token government will forego tax revenues...*

These decisions can be found in Appendix P.

- ◇ For all these reasons, the Employer is without authority to negotiate the commitment being requested by the Bargaining Agent, and respectfully requests that the Commission not recommend the Bargaining Agent's proposal in its report.

**NEW ARTICLE – NO CONTRACTING OUT**

Collective Agreement	Bargaining Agent Position
<p><b>NEW</b></p>	<p><b>XX.01</b>  <i>The Employer shall use existing employees or hire and train new employees before contracting out work described in the Bargaining Certificate and in the Group Definition.</i></p>
	<p><b>XX.02</b>  <i>The Employer shall consult with the PSAC and share all information that demonstrates why a contracting out option is preferable. This consultation shall occur before a decision is made so that decisions are made on the best information available from all stakeholders.</i></p>
	<p><b>XX.03</b>  <i>Shared information shall include but is not limited to expected working conditions, complexity of tasks, information on contractors in the workplace, future resource and service requirements, skills inventories, knowledge transfer, position vacancies, workload, and potential risks and benefits to impacted employees, all employees affected by the initiative, and the public.</i></p>
	<p><b>XX.04</b>  <i>The Employer shall consult with PSAC before:</i></p> <ul style="list-style-type: none"> <li><i>(i) any steps are taken to contract out work currently performed by bargaining unit members;</i></li> <li><i>(ii) any steps are taken to contract out future work which could be performed by bargaining unit members; and</i></li> <li><i>(iii) prior to issuing any Request For Interest proposals.</i></li> </ul>

**NEW ARTICLE – NO CONTRACTING OUT (cont.)**

Collective Agreement	Bargaining Agent Position
NEW	<p><b>XX.05</b>  <i>The Employer shall review is use of temporary staffing agency personnel on an annual basis and provide the PSAC with a comprehensive report on the uses of temporary staffing, no later than three (3) months after the review is completed. Such notification will include comparable Public Service classification level, tenure, location of employment and reason for employment, and the reason why indeterminate, term or casual employment was not considered, or employees were not hired from an existing internal or external pool.</i></p>

**COMMENTS:**

**Bargaining Agent Proposal**

- ◇ The Agency submits that the Bargaining Agent’s proposal on Contracting Out deals with a term or condition under the *Canadian Food Inspection Agency Act* and the Agency’s Staffing Program and policies that relate to procedures or processes governing the appointment of employees.

*13 (1) The President has the authority to appoint the employees of the Agency.*

*13 (2) The President may set the terms and conditions of employment for employees of the Agency and assign duties to them.*

- ◇ The Employer further submits that a proposal with this language preventing or limiting the contracting out of services could prevent the contracting out of functions presently performed by certain employees during regular hours of work. As a result, this proposal could directly operate to prevent lay-offs, which is contrary to paragraph 177(c) of the *Federal Public Sector Labour Relations Act*.



**Report not to require legislative implementation**

177 (1) *The report may not, directly or indirectly, recommend the alteration or elimination of any existing term or condition of employment, or the establishment of any new term or condition of employment, if*

(b) *the term or condition is one that has been or may be established under the Public Service Employment Act, the Public Service Superannuation Act or the Government Employees Compensation Act;*

(c) *the term or condition relates to standards, procedures or processes governing the appointment, appraisal, promotion, deployment, rejection on probation or lay-off of employees; or*

- ◇ There are several cases on the matter of jurisdiction of boards emanating from the FPSLRB and the Courts. In support of its position, the Agency would like to refer to some of those decisions (Appendix Q):
- *In PSAC v. NCC, [1998] 2FC 128 (T-2084-96), the Federal Court upheld the decision of the PSSRB Chairperson to refuse to include in the terms of reference a proposal for a no contacting out clause. The Court stated that this would operate to prevent lay-offs and therefore would be contrary to paragraphs 69(3)(a) and (b) of the PSSRA (now paragraphs 150(1)(e) and (c)). The Court relied on a number of conciliation board decisions where contracting out proposals were found to be proposals regarding lay-offs.*
  - *In NABET v. House of Commons, [1988] CPSSRB No. 77 (PSSRB File No 485H-1), the Board held that the no contracting out clause interfered with the employer's exclusive right to determine its own organization, and therefore violated the management rights clause in the Parliamentary Employment and Staff Relations Act, the equivalent of s. 7 of the PSSRA/PSLRA.*
  - *In Public Service Alliance of Canada v. Canada (Treasury Board) [1987] 2 F. C. 471, Court file No.A-147-86, Justice Marceau, speaking on behalf of the Court, found that matters that fall within section 7 of the Act are capable of being included in a Collective Agreement only if the Employer voluntarily agrees to it.*

*However, the Court also found that a proposal that violates section 7 of the Act couldn't be referred to binding arbitration. Sections 113 and 150 of the PSLRA must also be read in light of ss. 6 and 7.*

- *In Canada (Attorney General) v. Canada (Public Service Staff Relations Board), [ 1988 ] F.C.J. No. 633, Court File No. T-915-88, the Court, dealing with a case of "Binding" Conciliation, also found that the Employer could voluntarily agree to bargain matters falling within section 7 of the Act but that these matters could not be referred to "Binding" Conciliation.*
- ◇ In light of the above, the Employer respectfully submits that this Commission does not have the jurisdiction to address this proposal in its report and respectfully requests it not be included in the report.

**APPENDIX B – EMPLOYMENT TRANSITION POLICY**

Collective Agreement	Employer Position	Bargaining Agent Position
<p><b>Employment Transition Policy</b></p>	<p><b>Employment Transition Policy</b></p>	<p>Employment Transition Policy</p>
<p><b>Policy</b></p> <p>In the case of surplus employees for whom the President cannot provide the guarantee of a reasonable job offer within the CFIA, the Agency is committed to assist these employees in finding alternative employment in the public service (Schedule I and IV of the <i>Financial Administration Act</i> (FAA)) through active marketing, where applicable and within legislative restrictions.</p>		<p><b>Policy</b></p> <p>In the case of surplus employees for whom the President cannot provide the guarantee of a reasonable job offer within the CFIA, the Agency is committed to assist these employees in finding alternative employment in the public service (Schedule I and IV of the <i>Financial Administration Act</i> (FAA)) <del>through active marketing, where applicable and within legislative restrictions.</del></p>
<p><b>Definitions</b></p> <p><b>Affected employee</b> (<i>employé-e touché</i>) - is an indeterminate employee who has been informed in writing that his or her services may no longer be required because of an employment transition situation.</p> <p><b>Alternation</b> (<i>échange de postes</i>) - occurs when an opting employee, not a surplus employee, who wishes to remain in the Agency exchanges positions with a non-affected employee (the alternate) willing to leave the Agency with a Transition Support Measure or with an Education Allowance.</p>		<p><b>Definitions</b></p> <p><b>Affected employee</b> (<i>employé-e touché</i>) - is an indeterminate employee who has been informed in writing that his or her services may no longer be required because of an employment transition situation <b>or an employee affected by a relocation.</b></p> <p><b>Alternation</b> (<i>échange de postes</i>) - occurs when an opting employee, <del>not a surplus employee</del> <b>or an employee with a twelve-month surplus priority period</b> who wishes to remain in the Agency <b>or in the core public administration</b> exchanges positions with a non-affected employee (the alternate) willing to leave the Agency <b>or core public administration</b> with a Transition Support Measure or with an Education Allowance.</p>

**APPENDIX B – EMPLOYMENT TRANSITION POLICY (cont.)**

<b>Collective Agreement</b>	<b>Employer Position</b>	<b>Bargaining Agent Position</b>
<p><b>Education Allowance</b> (<i>indemnité d'étude</i>) - is one of the options provided to an indeterminate employee affected by a 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 fifteen thousand dollars (\$15,000.00).</p> <p><b>Guarantee of a reasonable job offer</b> (<i>garantie d'une offre d'emploi raisonnable</i>) - is a guarantee of an offer of indeterminate employment within the Agency provided by the President to an indeterminate employee who is affected by an employment transition situation. The President will be expected to provide a guarantee of a reasonable job offer to those affected employees for whom they know or can predict employment availability within the Agency. Surplus employees in receipt of this guarantee will not have access to the Options available in Part VI of this Appendix.</p>		<p><b>Education Allowance</b> (<i>indemnité d'étude</i>) - is one of the options provided to an indeterminate employee affected by a 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 <del>fifteen thousand dollars (\$15,000.00)</del> <b>twenty thousand dollars (\$20,000)</b> <del>seventeen thousand dollars (\$17,000)</del>.</p> <p><b>Guarantee of a reasonable job offer</b> (<i>garantie d'une offre d'emploi raisonnable</i>) - is a guarantee of an offer of indeterminate employment within the Agency <b>or in the core public administration</b> provided by the President to an indeterminate employee who is affected by an employment transition situation. The President will be expected to provide a guarantee of a reasonable job offer to those affected employees for whom they know or can predict employment availability within the Agency <b>or the core public administration</b>. <del>Surplus employees in receipt of this guarantee will not have access to the Options available in Part VI of this Appendix.</del></p>

**APPENDIX B – EMPLOYMENT TRANSITION POLICY (cont.)**

<b>Collective Agreement</b>	<b>Employer Position</b>	<b>Bargaining Agent Position</b>
<p><b>Reasonable job offer</b> (<i>offre d'emploi raisonnable</i>) - is an offer of indeterminate employment within the Agency, normally at an equivalent level but could include lower levels. Surplus employees must be both trainable and mobile. Where practicable, a reasonable job offer shall be within the employee's headquarters as defined in the National Joint Council Travel Directive. A reasonable job offer is also an offer from a FAA Schedule I, IV or V employer, providing that: ...</p>		<p><b>Reasonable job offer</b> (<i>offre d'emploi raisonnable</i>) - is an offer of indeterminate employment within the Agency <b>or in the core public administration</b>, normally at an equivalent level but could include lower levels. Surplus employees must be both trainable and mobile. Where practicable, a reasonable job offer shall be within the employee's headquarters as defined in the National Joint Council Travel Directive. A reasonable job offer is also an offer from a FAA Schedule I, IV or V employer, providing that: ...</p>
<p><b>Part I</b></p> <p><b>Roles and responsibilities</b></p> <p><b>1.1.7</b> The President will be expected to provide a guarantee of a reasonable job offer to those employees subject to an employment transition situation for whom they know or can predict employment availability within the Agency.</p>		<p><b>Part I</b></p> <p><b>Roles and responsibilities</b></p> <p><b>1.1.7</b> The President will be expected to provide a guarantee of a reasonable job offer to those employees subject to an employment transition situation for whom they know or can predict employment availability within the Agency.</p> <p><b>NEW 1.1.7 (renumber current 1.1.7 ongoing)</b></p> <p><b>1.1.7</b> <b><i>When the President determines that the Indeterminate appointment of a term employee would result in an Employment Transition situation, the President shall communicate this to the employee within thirty (30) days of having made the decision, and to the union in accordance with the notification provisions in 2.1.5.</i></b></p>

**APPENDIX B – EMPLOYMENT TRANSITION POLICY (cont.)**

<b>Collective Agreement</b>	<b>Employer Position</b>	<b>Bargaining Agent Position</b>
		<p><i>The President shall review the impact of Employment Transition on no less than an annual basis to determine whether the conversion of term employees will no longer result in an Employment Transition situation for indeterminate employees. If it will not, the suspension of the roll-over provisions shall be ended.</i></p> <p><i>If an employee is still employed with the Agency more than three (3) years after the calculation of the cumulative working period for the purposes of converting an employee to indeterminate status is suspended the employee shall be made indeterminate or be subject to the obligations of the Employment Transition Policy appendix as if they were.</i></p>
<p><b>1.1.9</b> The President shall make a determination to either provide a guarantee of a reasonable job offer or access to the Options set out in 6.4 of this Appendix, upon request of any indeterminate affected employee who can demonstrate that his or her duties have already ceased to exist.</p>		<p><b>NEW 1.1.9 (renumber current 1.1.9 ongoing)</b></p> <p><b>1.1.9</b></p> <p><b>a) The employer shall make every reasonable effort to provide an employee with a reasonable job offer within a forty (40) kilometre radius of his or her work location.</b></p> <p><b>b) In the event that reasonable job offers can be made within a forty (40) kilometre radius to some but not all surplus employees in a given work location, such reasonable job offers shall be made in order of years of service.</b></p>

**APPENDIX B – EMPLOYMENT TRANSITION POLICY (cont.)**

Collective Agreement	Employer Position	Bargaining Agent Position
		<p><i>c) In the event that a reasonable job offer cannot be made within forth (40) kilometres, every reasonable effort shall be made to provide the employee with a reasonable job offer, at the Agency or the Core Public Administration, in the province or territory of his or her work location, prior to making an effort to provide the employee with a reasonable job offer <del>in the public service</del> outside the 40km limit.</i></p> <p><i>d) In the event that reasonable job offers can be provided to some but not all surplus employees in a given province or territory, such reasonable job offers shall be made in order of seniority.</i></p> <p><i>e) An employee who chooses not to accept a reasonable job offer which requires relocation to a work location which is more than sixteen(16) kilometres from his or her work location shall have access to the options contained in section 6.4 of this Appendix.</i></p>

**APPENDIX B – EMPLOYMENT TRANSITION POLICY (cont.)**

Collective Agreement	Employer Position	Bargaining Agent Position
<p><b>1.1.29</b> 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:</p> <p>...</p> <p>(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</p> <p>(n) advising employees of the right to be represented by the PSAC in the application of this Appendix.</p>		<p><b>1.1.29</b> 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:</p> <p>...</p> <p>(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; <del>and</del></p> <p>(n) advising employees of the right to be represented by the PSAC in the application of this Appendix; <b>and</b></p> <p><b>(o) the assistance to be provided in finding alternative employment in the public service (Schedule I, IV, and V of the Financial Administration Act) to a surplus employee for whom the President cannot provide a guarantee of a reasonable job offer within the CFIA.</b></p>



**APPENDIX B – EMPLOYMENT TRANSITION POLICY (cont.)**

Collective Agreement	Employer Position	Bargaining Agent Position
<p><b>Part II</b></p> <p><b>Official Notification</b></p> <p><b>2.1</b> In any employment transition situation which is likely to involve ten (10) or more indeterminate employees covered by this Appendix, the President shall inform, in writing and in confidence, the President of the Public Service Alliance of Canada or their delegate not less than forty-eight (48) hours before any employment transition situation is announced. This information is to include the identity and location of the work unit(s) involved; the expected date of the announcement; the anticipated timing of the situation; and the numbers of employees, by group and level, who will be affected.</p>		<p><b>Part II</b></p> <p><b>Official Notification</b></p> <p><b>2.1</b> In any employment transition situation which is likely to involve ten (10) or more indeterminate employees covered by this Appendix, the President shall inform, in writing and in confidence, the President of the Public Service Alliance of Canada or their delegate not less than forty-eight (48) hours before any employment transition situation is announced. This information is to include the identity and location of the work unit(s) involved; the expected date of the announcement; the anticipated timing of the situation; and the numbers of employees, by group and level, who will be affected.</p> <p><b><i>NEW 2.1.5 (renumber current 2.1.5 ongoing)</i></b></p> <p><b>2.1.5</b> <b><i>When the President determines that specified term employment in the calculation of the cumulative working period for the purposes of converting an employee to indeterminate status shall be suspended to protect indeterminate employees in an employment transition situation, the President shall:</i></b></p> <p><b><i>(a) inform the PSAC or its designated representative, in writing, at least 30 days in advance of its decision to implement the suspension and the names, classification and locations of those employees and the date on which their term began, for whom the suspension applies. Such notification shall include the reasons why the</i></b></p>

**APPENDIX B – EMPLOYMENT TRANSITION POLICY (cont.)**

Collective Agreement	Employer Position	Bargaining Agent Position
		<p><i>suspension is still in place for each employee and what indeterminate positions that shall be subject to employment transition if it were not in place;</i></p> <p><b>(b) inform the PSAC or its designated representative, in writing, once every 12 months, but no longer than three (3) years after the suspension is enacted, of the names, classification, and locations of those employees and the date on which their term began, who are still employed and for which the suspension still applies. Such notification shall include the reason why the suspension is still in place for each employee and what indeterminate positions that shall be subject to employment transition if it were not in place;</b></p> <p><b>(c) inform the PSAC no later than 30 days after the term suspension has been in place for 36 months, and the term employee's employment has not been ended for a period of more than 30 days to protect indeterminate employees in an employment transition situation, the names, classification, and locations of those employees and the date on which their term began and the date that they will be made indeterminate. Term employees shall be made indeterminate within 60 days of the end of the three-year suspension.</b></p>

**APPENDIX B – EMPLOYMENT TRANSITION POLICY (cont.)**

Collective Agreement	Employer Position	Bargaining Agent Position
<p><b>Part IV</b></p> <p><b>Retraining</b></p> <p><b>4.1</b> <b>General</b></p> <p>...</p> <p><b>4.1.2</b> The Agency shall be responsible for identifying situations where re-training can facilitate the appointment of surplus employees and laid-off persons; however, this does not preclude the employee's obligation to assist in their own marketing and the identification of employment options including but not limited to re-training possibilities.</p>		<p><b>Part IV</b></p> <p><b>Retraining</b></p> <p><b>4.1</b> <b>General</b></p> <p>...</p> <p><b>4.1.2</b> The Agency shall be responsible for identifying situations where re-training, <b><i>including language training opportunities</i></b> can facilitate the appointment of surplus employees and laid-off persons; however, this does not preclude the employee's obligation to assist in their own marketing and the identification of employment options including but not limited to re-training possibilities.</p>
<p><b>4.1.3</b> Subject to the provisions of 4.1.2, the President shall approve up to two (2) years of re-training.</p>		<p><b>4.1.3</b> Subject to the provisions of 4.1.2, the President shall approve up to two (2) years of re-training. <b><i>Opportunities for retraining, including language training, shall not be unreasonably denied.</i></b></p>

**APPENDIX B – EMPLOYMENT TRANSITION POLICY (cont.)**

Collective Agreement	Employer Position	Bargaining Agent Position
<p><b>Part VI</b></p> <p><b>Options for employees</b></p> <p><b>6.1</b> <b>General</b></p> <p><b>6.1.1</b> The President will be expected to provide a guarantee of a reasonable job offer to those affected employees for whom they know or can predict employment availability. Employees in receipt of this guarantee would not have access to the choice of Options below.</p>		<p><b>Part VI</b></p> <p><b>Options for employees</b></p> <p><b>6.1</b> <b>General</b></p> <p><b>6.1.1</b> The President will be expected to provide a guarantee of a reasonable job offer to those affected employees for whom they know or can predict employment availability. <b><i>If such a reasonable job offer cannot be provided, the President shall provide his or her reason in writing, if requested by the employee. Except as specified in 1.1.9 (e) Employees</i></b> employees in receipt of this guarantee would not have access to the choice of Options <b><i>in 6.4</i></b> below.</p>
<p><b>6.2</b> <b>Voluntary Programs</b></p>	<p><b>6.2</b> <b>Voluntary Programs</b></p> <p><i>The Voluntary Departure Program supports employees in leaving the public service when placed in affected status prior to entering an Assessment and Selection of Employees for Retention process, and does not apply if the President can provide a guarantee of a reasonable job offer to affected employees in the work unit.</i></p>	

**APPENDIX B – EMPLOYMENT TRANSITION POLICY (cont.)**

Collective Agreement	Employer Position	Bargaining Agent Position
<p>The Agency shall establish voluntary departure programs for all employment transition situations involving five or more affected employees working at the same group and level and in the same work unit. Such programs shall:</p>	<p>The Agency shall establish voluntary departure programs for all employment transition situations <b><i>in which the workforce will be reduced and that involves involving five (5) or more affected employees working at the same group and level and in the same work unit and where the President cannot provide a guarantee of a reasonable job offer.</i></b> Such programs shall:</p>	
<p><b>6.4 Options</b></p> <p><b>6.4.1</b> Only opting employees will have access to the choice of Options below:</p> <p>...</p> <p>(c) Education Allowance is a Transitional Support Measure (see Option (b) above) plus an amount of not more than fifteen thousand dollars (\$15,000.00) for reimbursement of receipted expenses of an opting employee for tuition from a learning institution and costs of books and relevant equipment. Employees choosing Option (c) could either:</p>		<p><b>6.4 Options</b></p> <p><b>6.4.1</b> Only opting employees will have access to the choice of Options below:</p> <p>...</p> <p>(c) Education Allowance is a Transitional Support Measure (see Option (b) above) plus an amount of not more than <del>fifteen thousand dollars (\$15,000.00)</del> <b><i>twenty thousand dollars (\$20,000) seventeen thousand dollars (\$17,000)</i></b> for reimbursement of receipted expenses of an opting employee for tuition from a learning institution and costs of books and relevant equipment. Employees choosing Option (c) could either:</p>
<p>ANNEX “A”</p> <p>ANNEX “A” (<i>Continued</i>)</p>		<p>ANNEX “A”</p> <p>ANNEX “A” (<i>Continued</i>)</p>

**COMMENTS:**

**Bargaining Agent Proposal**

Access to CPA priority entitlements - Definitions, 1.1.9 and 1.1.29

- ◇ The Bargaining Agent is proposing language to remove references to active marketing and legislative restrictions.
  
- ◇ The Bargaining Agent is proposing language to include “or in the core public administration.”
  - The Bargaining Agent hasn’t made a compelling argument to support its proposals.
  - These proposed changes would give CFIA employees alternation, appointment and priority entitlement rights to positions in the CPA.
  - The CFIA is not subject to the *Public Service Employment Act* as it relates to appointments and priority entitlements and has no authority over any department or agency within the core public administration in terms of who they hire. Additionally, departments in the core public administration are under no obligation to consider CFIA employees when making appointments.
  - The Employer respectfully submits that the Commission does not have authority to entertain or make recommendations with regards to this Bargaining Agent proposal, pursuant to subparagraph 177(1) (b) and (c) of the FPSLRA.

***Report not to require legislative implementation***

***177 (1) The report may not, directly or indirectly, recommend the alteration or elimination of any existing term or condition of employment, or the establishment of any new term or condition of employment, if***

***(a) the alteration, elimination or establishment would require the enactment or amendment of any legislation by Parliament, except for the purpose of appropriating money required for implementation;***

*(b) the term or condition is one that has been or may be established under the Public Service Employment Act, the Public Service Superannuation Act or the Government Employees Compensation Act;*

*(c) the term or condition relates to standards, procedures or processes governing the appointment, appraisal, promotion, deployment, rejection on probation or lay-off of employees; or*

*(d) in the case of a separate agency, the term or condition relates to termination of employment, other than termination of employment for a breach of discipline or misconduct.*

#### Definition of Affected - Definitions

- ◇ The Bargaining Agent is proposing to add language to treat employees impacted by relocation as affected employees.
  - The Employment Transition Appendix already contains a provision relating to relocation.
  - The Employer's goal is to ensure, whenever possible, that employees impacted by relocation can maintain their employment. The Bargaining Agents provisions provide incentives for employees, who have a job, to leave the Agency, which is contrary to the purpose and intent of the Employment Transition Policy.

#### Definition of Alternation - Definitions

- ◇ The Bargaining Agent is proposing language to include employees with twelve-month surplus priority to be included in the definition of alternation.
  - The Employment Transition Appendix already includes a provision for opting employees to be included in definitions.
  - The Bargaining Agent has not demonstrated a need for additional wording in this area.

Education Allowance – Definitions and 6.4.1

- ◇ The Bargaining Agent is proposing language to increase the education allowance from \$15,000 to \$17,000.
  - The Bargaining Agent has not provided any arguments to support the need to increase this allowance.
  - This allowance was recently increased from \$10,000 to \$15,000 in the last round of collective bargaining which concluded in July 2018. Since that time, no reimbursement has been made in excess of \$15,000. Therefore another increase is unnecessary.
  - The proposed language would be precedent setting and is not found in any of the Agency's other Agreements nor with comparators in the CPA.

Term Roll-over – NEW 1.1.17 and 2.1.5

- ◇ The Bargaining Agent is proposing to introduce language to include the indeterminate appointment of term employees into the collective agreement.
  - The Employer respectfully submits that the Commission does not have the jurisdiction to deal with the Bargaining Agent's proposal pursuant to subparagraph 177(1) (b) and (c) of the FPSLRA.

Seniority Based Reasonable Job Offers - 1.1.19 and 6.1.1

- ◇ The Bargaining Agent is proposing to negotiate provisions for appointments to reasonable job offers, in certain circumstances, be given based on seniority.
  - The Employer respectfully submits that the Commission does not have authority to entertain or make recommendations with regards to this Bargaining Agent proposal, pursuant to subparagraph 177(1) (b) and (c) of the FPSLRA.



Reasonable Job Offer - 1.1.7

◇ The Bargaining Agent proposes to remove the expectation that employees subject to ETP be mobile. The Employer disagrees with this proposal as was demonstrated earlier in the Employer's **Responding to Today, Building for the Future** rationales in Part IV: Responding to Today, Building for the Future.

- The Employment Transition Policy places significant requirements on the Employer with the intent to maximize employment continuity for employees. This includes relocating them if necessary:

*1.1.18 Relocation of surplus employees or laid-off persons shall be undertaken to enable their appointment to an alternative position...*

- The natural counterpart to this Employer responsibility is the expectation placed on the employees that they be mobile.
- The Bargaining Agent's proposal would unreasonably tip that balance and negatively affect the spirit and intent of the Employment Transition Policy and its objective to promote continued employment in the Public Service.

Language Training – 4.1.2 and 4.1.3

◇ The Bargaining Agent is proposing language for re-training opportunities to include language training.

- The Employer is not prepared to add the proposed language considering that provisions could be made by the Employer to extend a period of time to achieve appropriate language results.
- Additionally, the Employer is not prepared to add the proposed language as there are already policies in place governing non-imperative staffing appointments. There is an inherent risk that an employee may not reach the required language proficiency levels within the specified period which would invalidate the appointment. Also, imperative staffing requires immediate language skills to perform the duties of the position.

- ◇ The spirit and intent of the ETP is not intended to provide employees with additional advantages or preferential opportunity over other employees that they did not have before.
- ◇ The proposed language would be precedent setting and is not found in any of the Agency's other Agreements nor with comparators in the CPA.

## **Employer Proposal**

### Voluntary Programs

- ◇ The Employer is proposing to clarify the application of the voluntary departure programs provisions to make them consistent with the rest of the Employment Transition Policy.
  - This proposal is a key Employer priority.
  - The Voluntary Programs were negotiated during the last round of negotiations and adjustments are required in the current round to adjust the language to capture the spirit and intent of such programs as originally negotiated in 2014.
  - Unfortunately, the provisions, as currently written, do not specify that the voluntary programs should not apply in circumstances where a GRJO is provided. These programs are intended to provide an opportunity for employees who wish to depart the public service with a transition support measure or an educational allowance if they choose option C in clause 6.4.1. The purpose of these programs is to limit – even perhaps eliminate in some cases – the circumstances where employees are involuntarily declared surplus.
  - The flaws in the provisions as currently written may lead to the absurd result where employees in receipt of a GRJO could insist, based on the current language, that they should be given access to the ETP options to leave the Public Service, at significant public expense.
  - As mentioned previously, the spirit and intent of this ETP Appendix is to provide continued employment in the public service. The Employer counters that a reduction in positions (a particular work unit's function being discontinued) may

not equate to a reduction in the workforce. When a deputy head can reasonably predict continued employment for employees in such a group, there is no need to apply the provisions of the voluntary departure programs as there are no workforce reductions.

- For example, the current language has forced a FPSLREB adjudicator in a recent case (2018 FPSLREB 74 – the “Vegreville” case) to conclude that the voluntary departure program provisions have application even in circumstances where GRJOs were provided. The following excerpt exemplifies the ambiguity of the current wording:

**33** *I find the wording of clause 6.2 to be clear and unambiguous. It is a mandatory provision (“shall”) and applies to “**all**” WFA situations such as was the case in the Vegreville CPC.*

**34** *While I accept the well-articulated arguments of the employer’s counsel that my interpretation of clause 6.2 might impact other parts of the WFA, which deal with the employer’s choice to offer GRJOs or the other options, I find that it speaks more to the challenge to seamlessly negotiate and insert a new section into a long-standing agreement rather than to me doing harm to other ancillary sections of the WFA.*

**35** *Given my finding of the very clear and unambiguous language in clause 6.2, I cannot accept the employer’s submission, which relies upon inference and logical deduction to arrive at a different conclusion than mine. Further, accepting the employer’s submission on this clause would result in its text being rewritten to state that it does not apply to all WFA situations, which I am expressly prohibited from doing under s. 229 of the Act.*

(emphasis added)

- The Employer's proposal is consistent with provisions recently negotiated into the National Joint Council's Workforce Adjustment Directive, which applies to several other bargaining units.
  - In addition, the Employer proposes the deletion of Option c) (ii) from the list of WFA options an employee can choose under the voluntary departure programs. Option c) (ii) refers to subparagraph 6.4.1(c) (ii) of the ETP Appendix and allows an employee to delay their layoff by up to two years and proceed on leave without pay. The Employer proposes that removing this option would be more in line with the intent of the voluntary departure programs as the intent of such program is to leave the public service immediately in exchange for a transition support measure.
- ◇ The Employer respectfully requests that the Commission not recommend the Bargaining Agent's proposals and recommend the Employer's proposal in its report.

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

Collective Agreement	Bargaining Agent Position
	<i>Renew</i>

**COMMENTS:**

**Bargaining Agent Proposal**

- ◇ The Bargaining Agent is proposing to extend the MOU for the Retention Allowance for Compensation Advisors.
  
- ◇ While the Parties had an initial discussion to ensure an understanding of the proposals, significant negotiations have not taken place and the Employer wishes to pursue further negotiations in this matter.
  
- ◇ The Employer respectfully requests that the Commission not recommend the Bargaining Agent's proposal in its report.

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

Collective Agreement	Bargaining Agent Position
	<i>Renew with new dates.</i>

**COMMENTS:**

**Bargaining Agent Proposal**

- ◇ The Bargaining Agent is proposing to renew the MOU put in place, outside of the collective agreement to address the challenges with the Phoenix pay system.
  - This MOU was meant as a temporary measure; it was intended to have a duration of one (1) year and initially expired in June 2017. The Parties extended its duration until June 2018 by mutual agreement.
  - The provisions of this MOU are specifically excluded from the “freeze” period under section 107 of the FPSLRA that maintains terms and conditions of employment during negotiations.
  - The Employer does not agree with the Bargaining Agent proposal to renew this MOU with new dates, which would effectively make it an ongoing entitlement.
  
- ◇ The Employer respectfully requests that the Commission not include the Bargaining Agent’s proposal in its report.

**APPENDIX F – MEMORANDUM OF UNDERSTANDING – HOURS OF WORK**

Collective Agreement	Employer Position
<p>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 implementations of any such shift.</p>	<p>Remove this MOU from the Collective Agreement as the commitments have been fulfilled:</p> <p><del>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.</del></p>

**COMMENTS:**

**Employer Proposal**

- ◇ The Employer is seeking to remove the Memorandum of Understanding from the Collective Agreement as the obligations outlined in the MOU were fully completed by May 19, 2015.
- ◇ The MOU was introduced following the 2011 Round of Bargaining given that some PSAC members had heard that the Employer may have had plans at that time to schedule weekend shifts for employees whom did not work weekends at that time. The Employer advised the Bargaining Agent at the table that it had no such plans and further agreed to the MOU to reassure the Bargaining Agent. The MOU required that, within ninety (90) days of ratification, the Parties would 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. At that time, after once again canvassing its Managers, CFIA then again confirmed in writing to PSAC that it had no plans at that time to schedule weekend shifts for employees not currently working weekends.
- ◇ At that time, the Employer invited PSAC to reach out to schedule a meeting should they feel it be required, no such requests were received.

- ◇ The CFIA submits that the terms of this MOU have been fully satisfied, and respectfully requests that the Public Interest Commission support its proposal to remove this MOU in its report.



**APPENDIX G – MEMORANDUM OF UNDERSTANDING – WASH-UP TIME**

Collective Agreement	Employer Position
<p>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.</p> <p>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.</p>	<p>Remove this MOU from the Collective Agreement as the commitments have been fulfilled:</p> <p><del>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.</del></p> <p><del>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.</del></p>

**COMMENTS:**

**Employer Proposal**

- ◇ The Employer is seeking to remove the Memorandum of Understanding from the Collective Agreement as the obligations outlined therein have been fully completed.
- ◇ The MOU was introduced following the 2011 Round of Bargaining and required that, within ninety (90) days of ratification, the Parties would 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.

- ◇ At that time, a Working Group was formed of both Employer and Bargaining Agent representatives from across Canada. The Parties engaged in a number of discussions, and worked together to resolve concerns in the Establishments where issues were identified. Draft recommendations were prepared and shared on March 6, 2017.
- ◇ Through discussions at the bargaining table and in the Working Group, the Employer is of the understanding that the Bargaining Agent was looking to ensure a consistent approach both within the different establishments across the country but also between managers.
- ◇ Although the Parties had resolved the wash-up time issues raised by the Bargaining Agent, the Bargaining Agent then further requested the development of guidelines to assist future managers and employees in resolving any future issues that might arrive. The Employer prepared draft guidelines in that respect and shared them with the Bargaining Agent on March 6, 2017.

**Employer movement**

**In order to achieve settlement, the Employer proposes to remove the MOU but issue the following guidelines to all CFIA employees:**

***Recommendations pursuant to  
APPENDIX “G” – MEMORANDUM OF UNDERSTANDING –  
Article 60: Wash-up Time of the Collective Agreement between the Canadian Food Inspection Agency  
(CFIA) and the Public Service Alliance of Canada (PSAC)***

*Pursuant to the Memorandum of Understanding signed by the Parties on October 8<sup>th</sup>, 2014, between July 2015 and December 2016, the Parties engaged with each Region to further define any issues surrounding wash-up time. Situations in the various workplaces were reviewed; Union and Management representatives jointly contacted certain specific establishments to ensure that both Parties had a common understanding of the actual situation at these establishments. Based on these consultations, the results were analyzed to determine potential solutions to reasonably resolve any issues, both in the short and long term.*

*The Parties worked together to resolve specific challenges that existed at certain sites collaboratively. Consultations revealed that there is no systemic issue with wash-up time, nor are there systemic barriers to employees receiving their allotted time for breaks. Any issues at specific establishments can be effectively managed at the local level by CFIA Management in consultation with local Union representatives.*

*To ensure consistency and continuity should there be turnover of Inspection Managers (IMs), Veterinarians in Charge (VICs) or Union Representatives, the Consultation Committee makes the following recommendations, to be implemented as appropriate at the discretion of local Management and in consultation with local Union representatives should wash-up time issues arise:*

**Schedule breaks at different times than those of the Establishment.** *Scheduling breaks at different times than when the third party establishment employees have their breaks was found to be effective, even if some staff called in sick or were on vacation or training. While it is commonly believed that CFIA staff must take their breaks at the same time as the third party staff – which can lead to heavy traffic in hallways, wash-up areas, and common areas – this is not the case and alternative scheduling options can alleviate challenges.*

**Schedule off line rotations connected to breaks.** *Where operationally feasible, rotations on and off the line could be scheduled in such a way as to ensure they are connected to breaks to ensure employees receive their full breaks.*

*Where issues remain, it is recommended that they continue to be addressed with Supervisors, IMs, or VICs in individual establishments or work locations and, following those discussions, at the Regional Union-Management Consultation Committee as required.*

*The Committee requests that these recommendations be distributed and/or posted as appropriate where they can be referenced on an ongoing basis, and confirms that they are intended to assist the Parties in resolving any future difficulties with wash-up time collaboratively and constructively.*

- ◇ The CFIA respectfully requests that the Public Interest Commission support its proposal to remove the MOU and acknowledge the Employer's commitment to distribute the guiding principles in its report.

**APPENDIX H – MEMORANDUM OF UNDERSTANDING – EMPLOYEE WELLNESS**

Collective Agreement	Employer Position
<p><b>Appendix H Memorandum of Understanding - Employee Wellness</b></p> <p>Further to the Memorandum of Agreement on Supporting Employee Wellness between Treasury Board and the Public Service Alliance of Canada:</p> <p>The Canadian Food Inspection Agency and the Public Service Alliance of Canada (PSAC) agree to undertake the necessary steps in order to implement applicable changes resulting from the findings/conclusions of the joint Treasury Board/PSAC Task Force on supporting employee wellness. The parties agree to continue the current practice of working collaboratively to address concerns with respect to employee wellness and the reintegration of employees into the workplace after periods of leave due to illness or injury.</p>	<p><b>Appendix H Memorandum of Understanding - Employee Wellness</b></p> <p>Renew the current Memorandum of Understanding:</p> <p>Further to the Memorandum of Agreement on Supporting Employee Wellness between Treasury Board and the Public Service Alliance of Canada:</p> <p>The Canadian Food Inspection Agency and the Public Service Alliance of Canada (PSAC) agree to undertake the necessary steps in order to implement applicable changes resulting from the findings/conclusions of the joint Treasury Board/PSAC Task Force on supporting employee wellness. The parties agree to continue the current practice of working collaboratively to address concerns with respect to employee wellness and the reintegration of employees into the workplace after periods of leave due to illness or injury.</p>

**COMMENTS:**

**Employer Proposal**

- ◇ To bring the current round of negotiations to a conclusion, the Employer proposes to delete the Employee Wellness MOA but would ask that the Commission not recommend the Bargaining Agent proposals related to Appendix XX Mental Health and Appendix XX Childcare.

Employer movement
<p><b>In order to achieve settlement, the Employer proposes the following:</b></p> <p><del><b>Appendix H Memorandum of Understanding - Employee Wellness</b></del></p> <p><del>Further to the Memorandum of Agreement on Supporting Employee Wellness between Treasury Board and the Public Service Alliance of Canada:</del></p> <p><del>The Canadian Food Inspection Agency and the Public Service Alliance of Canada (PSAC) agree to undertake the necessary steps in order to implement applicable changes resulting from the findings/conclusions of the joint Treasury Board/PSAC Task Force on supporting employee wellness. The parties agree to continue the current practice of working collaboratively to address concerns with respect to employee wellness and the reintegration of employees into the workplace after periods of leave due to illness or injury.</del></p>

**NEW APPENDIX – MEMORANDUM OF UNDERSTANDING WITH RESPECT TO A JOINT LEARNING PROGRAM**

Collective Agreement	Bargaining Agent Position
<p><b>NEW APPENDIX</b></p>	<p><i>This memorandum is to give effect to the agreement reached between the Agency and the Public Service Alliance of Canada with respect to a joint learning program for CFIA employees.</i></p> <p><i>The parties believe that a joint learning initiative to improve union-management relations and to foster a healthy work environment should be developed in partnership with the PSAC-TBS Joint Learning Program (JLP).</i></p> <p><i>To this end, and building on the success of the Pilot Project agreed to in the last round, the Employer agrees to provide one hundred and fifty thousand dollars (\$150,000) per year starting on the date of the signature of the collective agreement and subsequent CFIA-PSAC collective agreement is signed to fund this joint learning initiative. The parties agree to jointly approach the PSAC-TBS JLP to establish a framework with the goal of making the PSAC-TBS JLP program available to all CFIA employees.</i></p> <p><i>The parties agree to appoint an equal number of PSAC and Employer representatives to develop the framework agreement with the PSAC-TBS JLP within sixty (60) days of the signing of the collective agreement.</i></p>

**COMMENTS:**

**Bargaining Agent Proposal**

- ◇ The Parties entered into a pilot project of limited duration to assess the Joint Learning Program as a result of the 2014 round of bargaining. The Agency is of the view that the Parties have not sufficiently analyzed the results of the pilot to be able to make an informed decision as to whether to enter into the Joint Learning Program on an ongoing basis.
- The Pilot was just recently completed and the Agency has not yet conducted a full review of the program to determine if it was a success. Surveys have been

sent to facilitators and participants and feedback is still being received. While the Employer anticipates that the feedback it receives should be mostly positive, there have been challenges with the Pilot. The Employer must also consider other factors, such as the applicability or adaptability of the JLP materials and program to the CFIA as a Separate Employer, as well as financial and operational implications when determining the viability of signing on to a permanent agreement with the TBS JLP.

- ◇ The Employer respectfully requests that the Commission not recommend the Bargaining Agent's proposals in its report.

**NEW APPENDIX – MEMORANDUM OF UNDERSTANDING BETWEEN THE CANADIAN FOOD INSPECTION AGENCY AND THE PUBLIC SERVICE ALLIANCE OF CANADA WITH RESPECT TO MENTAL HEALTH IN THE WORKPLACE**

Collective Agreement	Bargaining Agent Position
<p><b>NEW APPENDIX</b></p>	<p><i>This Memorandum of Understanding is to give effect to the agreement reached between the Employer and the Public Service Alliance of Canada regarding issues of mental health in the workplace.</i></p> <p><i>The parties recognize the importance of the work of the national Joint Task Force on Mental Health (JTF), which highlighted the essential need for collaboration between management and unions as one of the key elements for successful implementation of a psychological health and safety management system within the federal public service. Building on the work of the Joint Task Force on Mental Health (JTF), including the establishment of the Centre of Expertise on Mental Health in the Workplace (COE), the parties agree to:</i></p> <ol style="list-style-type: none"> <li><i>1. continue the joint and collaborative work on the implementation of the National Standard on Mental Health in the Workplace, through the National Occupational Health and Safety Policy Committee, and other jointly agreed to committees; and</i></li> <li><i>2. implement and monitor the CFIA Mental Health Strategy; and</i></li> <li><i>3. monitor the work of the Centre of Expertise and adopt best practices highlighted by the COE.</i></li> </ol>

**COMMENTS:**

**Bargaining Agent Proposal**

- ◇ The Bargaining Agent is proposing to introduce a Memorandum of Understanding (MOU) with respect to mental health in the workplace, to build on the work of the Joint Task Force (JTF) and to pursue joint governance on mental health in the workplace.
  - The Employer believes that the Agency is at the forefront of this initiative.

- In respect to building on the work of the task force, the Agency has a comprehensive Mental Health Strategy and Workplan approved by CFIA's Senior Management Committee. The National Standard is being embedded in the CFIA's hazard prevention training.
  - With respect to the proposal to monitor the work of the Centre of Expertise (CoE), the Agency is already very connected to the OPI network. CFIA is at the forefront of proactive planning and thinking in this area, and shares our best practices with other departments, and has appointed a dedicated EX Champion on this critical file.
  - This is a Management Accountability Framework requirement the Agency reports on. These results help organizations to continuously improve management capabilities, effectiveness and efficiency. For 2019-20, the objective is to continue building and sustaining a healthy workplace and specifically demonstrate further progress against all three pillars of the Federal Public Service Workplace Mental Health Strategy.
  - The new Mental Health Strategy has been presented at various committees to socialize and increase awareness. The Mental Health Team is also studying a new concept of having Area Champions to further extend current outreach to employees in all areas across the country.
  - The Team will be evaluating our Internal Peer Hope Support program, which is now in its 4<sup>th</sup> year, and looking at how to further sustain and further enhance the program and its effectiveness.
  - Mental health training has been provided to Senior Management and all CFIA Executives, and a Mindfulness challenge will be rolled out to Executives in the coming months.
- ◇ The Employer respectfully submits that it has been and continues to be, diligent in this area and has actively engaged with the Bargaining Agent in our efforts. As such, this proposal is not required and the Employer requests that the Commission not recommend the Bargaining Agent's proposals in its report.



**NEW APPENDIX – MEMORANDUM OF UNDERSTANDING BETWEEN THE  
CANADIAN FOOD INSPECTION AGENCY AND THE PUBLIC SERVICE ALLIANCE  
OF CANADA WITH RESPECT TO CHILDCARE**

Collective Agreement	Bargaining Agent Position
<p><b>NEW APPENDIX</b></p>	<p><i>This memorandum of understanding is to give effect to the understanding reached between the Agency and the Public Service Alliance of Canada regarding childcare.</i></p> <p><i>The Agency agrees to the formation of a Joint National Child Care Committee (the Committee). The Committee shall be comprised of four (4) PSAC and four (4) Agency representatives, with additional resources to be determined by the Committee. Costs associated with the work of the Committee shall be borne by the respective parties.</i></p> <p><i>The responsibilities of the Committee include:</i></p> <ul style="list-style-type: none"> <li><i>a. reviewing report findings and recommendations from Joint National Childcare Committee between the Treasury Board and the Public Service Alliance of Canada.</i></li> <li><i>b. conducting analyses and research to assess child care and other related support needs, inclusive of children with special needs, and the methods used to meet these needs;</i></li> <li><i>c. researching the availability of quality child care spaces available to employees across the country;</i></li> <li><i>d. examining materials, information and resources available to employees on child care and other related supports;</i></li> </ul>
	<ul style="list-style-type: none"> <li><i>e. developing recommendations to assist employees' access to quality child care services across the country; and</i></li> <li><i>f. any other work the Committee determines appropriate.</i></li> </ul> <p><i>The Committee shall meet within ninety (90) days of the signing of the collective agreement to commence its work.</i></p> <p><i>The Committee will provide a report of recommendations to the President of the Public Service Alliance of Canada and the President of the Canadian Food Inspection Agency by December 1, 2020. This period may, by mutual agreement, be extended.</i></p>

## COMMENTS:

### Bargaining Agent Proposal

- ◇ The Bargaining Agent is proposing the creation of a Joint National Child Care Committee which mirrors the Appendix N-MOU Between the Treasury Board and the Public Service Alliance of Canada with Child Care that was negotiated in the previous round of collective bargaining for the Program and Administrative Services (PA) in the CPA.
  
- ◇ The commitments in that MOU were as follows:

*The Employer agrees to the formation of a Joint National Child Care Committee (the Committee). The Committee shall be comprised of four (4) PSAC and four (4) Employer representatives, with additional resources to be determined by the Committee. Costs associated with the work of the Committee shall be borne by the respective parties.*

*The responsibilities of the technical committee include:*

- a. *conducting analyses and research to assess child care and other related support needs and the methods used to meet these needs;*
- b. *researching the availability of quality child care spaces available to employees across the country;*
- c. *examining workplace child care facilities across the country;*
- d. *examining materials, information and resources available to employees on child care and other related supports;*
- e. *developing recommendations to assist employees access quality child care services across the country; and*
- f. *any other work the Committee determines appropriate.*

*The Committee will provide a report of recommendations to the President of the Public Service Alliance of Canada and the Secretary of the Treasury Board of*

*Canada.*

- ◇ The technical committee, composed of members of both parties, completed the work and obligations outlined in the MOU by producing and tabling a joint report with recommendations to both the President of the PSAC and TBS.
  
- ◇ As PSAC and TBS have jointly produced a report with recommendations to both Presidents and the topic is being addressed with an “all of Government” approach, it respectfully would be redundant for the CFIA to establish its own Committee which would have relatively minimal scope of responsibility. The CFIA recommends not to include this MOU in the agreement as the Bargaining Agent proposal is not required.

**NEW APPENDIX – MEMORANDUM OF UNDERSTANDING – COLLECTIVE AGREEMENT IMPLEMENTATION**

Collective Agreement	Employer Position
<p><b>NEW APPENDIX</b></p>	<p><b>New Appendix Memorandum of Understanding – Collective Agreement Implementation</b></p> <p><i>Notwithstanding the provisions of clause 63.03 on the calculation of retroactive payments, this memorandum is to give effect to the understanding reached between the Employer and the Public Service Alliance of Canada regarding a modified approach to the calculation and administration of retroactive payments for the current round of negotiations.</i></p>
	<p><b>1. Calculation of retroactive payments</b></p> <p>a. <i>Retroactive calculations that determine amounts payable to employees for a retroactive period shall be made based on all transactions that have been entered into the pay system up to the date on which the historical salary records for the retroactive period are retrieved for the calculation of the retroactive payment.</i></p> <p>b. <i>Retroactive amounts will be calculated by applying the relevant percentage increases indicated in the collective agreement rather than based on pay tables in agreement annexes. The value of the retroactive payment will differ from that calculated using the traditional approach, as no rounding will be applied. The payment of retroactive amount will not affect pension entitlements or contributions relative to previous methods, except in respect of the rounding differences.</i></p> <p>c. <i>Elements of salary traditionally included in the calculation of retroactivity will continue to be included in the retroactive payment calculation and administration, and will maintain their pensionable status as applicable. The elements of salary included in the historical salary records and therefore included in the calculation of retroactivity include:</i></p>

**NEW APPENDIX – MEMORANDUM OF UNDERSTANDING – COLLECTIVE AGREEMENT IMPLEMENTATION (cont.)**

Collective Agreement	Employer Position
	<ul style="list-style-type: none"> <li>• <i>Substantive salary</i></li> <li>• <i>Promotions</i></li> <li>• <i>Deployments</i></li> <li>• <i>Acting pay</i></li> <li>• <i>Extra duty pay/Overtime</i></li> <li>• <i>Additional hours worked</i></li> <li>• <i>Maternity leave allowance</i></li> <li>• <i>Parental leave allowance</i></li> <li>• <i>Vacation leave and extra duty pay cash-out</i></li> <li>• <i>Severance pay</i></li> <li>• <i>Salary for the month of death</i></li> <li>• <i>Transition Support Measure</i></li> <li>• <i>Eligible allowances and supplemental salary depending on collective agreement</i></li> </ul>
	<p>d. <i>The payment of retroactive amounts related to transactions that have not been entered in the pay system as of the date when the historical salary records are retrieved, such as acting pay, promotions, overtime and/or deployments, will not be considered in determining whether an agreement has been implemented.</i></p> <p>e. <i>Any outstanding pay transactions will be processed once they are entered into the pay system and any retroactive payment from the collective agreement will be issued to impacted employees.</i></p>

**NEW APPENDIX – MEMORANDUM OF UNDERSTANDING – COLLECTIVE AGREEMENT IMPLEMENTATION (cont.)**

Collective Agreement	Employer Position
	<p><b>2. Implementation</b></p> <p>a. <i>The effective dates for economic increases will be specified in the agreement. Other provisions of the collective agreement will be effective as follows:</i></p> <p>i. <i>All components of the agreement unrelated to pay administration will come into force on signature of agreement.</i></p> <p>ii. <i>Changes to existing compensation elements 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(b)(i).</i></p> <p>iii. <i>Payment of premiums, allowances, insurance premiums and coverage and overtime rates in the collective agreement will continue to be paid until changes come in to force as stipulated in 2(a)(ii).</i></p>
	<p>b. <i>Collective agreement will be implemented over the following timeframes:</i></p> <p>i. <i>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 agreement where there is no need for manual intervention.</i></p> <p>ii. <i>Retroactive amounts payable to employees will be implemented within one-hundred and eighty (180) days after signature of the agreement where there is no need for manual intervention.</i></p>

**NEW APPENDIX – MEMORANDUM OF UNDERSTANDING – COLLECTIVE AGREEMENT IMPLEMENTATION (cont.)**

Collective Agreement	Employer Position
	<p>iii. <i>Prospective compensation increases and retroactive amounts that require manual processing by compensation advisors will be implemented within five-hundred and sixty (560) days after signature of agreement. Manual intervention is generally required for employees on an extended period of leave without pay (e.g., maternity/parental leave), salary protected employees and those with transactions such as leave with income averaging, pre-retirement transition leave and employees paid below minimum, above maximum or in between steps. Manual intervention may also be required for specific accounts with complex salary history.</i></p>
	<p><b>3. Employee Recourse</b></p> <p>a. <i>An employee who is in the bargaining unit for all or part of the period between the first day of the collective agreement (i.e., the day after the expiry of the previous collective agreement) and the signature date of the collective agreement will be entitled to a non-pensionable amount of four hundred dollars (\$400) payable within one-hundred and eighty (180) days of signature, in recognition of extended implementation timeframes and the significant number of transactions that have not been entered in the pay system as of the date when the historical salary records are retrieved.</i></p> <p>b. <i>Employees in the bargaining unit for whom the collective agreement is not implemented within one-hundred and eighty one (181) days after signature will be entitled to a fifty dollar (\$50) non-pensionable amount; these employees will be entitled to an additional fifty dollar (\$50) non-pensionable amount for every subsequent complete period of ninety (90) days their collective agreement is not implemented, to a total maximum of nine (9) payments. These amounts will be included in their final retroactive payment. For greater certainty, the total maximum amount payable under this paragraph is four hundred and fifty dollars (\$450).</i></p>

**NEW APPENDIX – MEMORANDUM OF UNDERSTANDING – COLLECTIVE AGREEMENT IMPLEMENTATION (cont.)**

Collective Agreement	Employer Position
	<p>c. <i>If an employee is eligible for compensation in respect of section 3 under more than one collective agreement, the following applies: the employee shall receive only one non-pensionable amount of four hundred dollars (\$400); for any period under 3(b), the employee may receive one fifty \$50 payment, to a maximum total payment of four hundred and fifty dollars (\$450).</i></p>
	<p>d. <i>Should the Treasury Board of Canada negotiate higher amounts for 3(a) or 3(b) with any other bargaining agent representing Core Public Administration employees, the Canadian Food Inspection Agency will compensate Public Service Alliance of Canada members for the difference in an administratively feasible manner.</i></p> <p>e. <i>Late implementation of the 2018 collective agreements will not create any entitlements pursuant to the Agreement between the CPA Bargaining Agents and the Treasury Board of Canada with regard to damages caused by the Phoenix Pay System.</i></p> <p>f. <i>Employees for whom collective agreement implementation requires manual intervention will be notified of the delay within one-hundred and eighty (180) days after signature of the agreement.</i></p> <p>g. <i>Employees will be provided a detailed breakdown of the retroactive payments received and may request that the CFIA compensation unit 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 the PSAC regarding the format of the detailed breakdown.</i></p> <p>h. <i>In such a circumstance, for employees in organizations serviced by the Pay Centre, they must first complete a Phoenix feedback form indicating what period they believe is missing from their pay.</i></p>



**COMMENTS:**

- ◇ In light of the continued difficulties with the Phoenix pay system, and the specific difficulty in processing retroactive payments, TBS participated in a working group with Public Services and Procurement Canada (PSPC) to devise a new methodology for effectively and efficiently processing payments owed to employees for periods of retroactive employment.
- ◇ Through the working group, TBS and PSPC considered different options for retroactive payment processing as well as implementing monetary components of collective agreements as a whole.
- ◇ The MOU included in the 34 public service agreements, reproduced above, represents the best way forward for collective agreement implementation. Not only does it outline a new methodology that will allow PSPC to pay employees retroactive amounts as close as possible to what would have been achieved if Phoenix could process retroactive amounts in the traditional manner, but it also does so in a reasonable amount of time for most employees.
- ◇ The Employer recognizes that there will be a delay and that 180 days is beyond what is stipulated in the legislation. As such, the Employer is proposing a payment of \$400 to each employee in a bargaining unit in order to compensate them for the delays in implementation. As noted in the proposed MOU, the \$400 also compensates employees for the fact that there currently are outstanding transactions that have not yet been entered into the pay system. The MOU represents a fair and balanced approach and solution to problems associated with implementation due to the Phoenix pay system.

- ◇ In addition, in certain circumstances, additional time will be required to implement the collective agreement. Specifically, this would affect employees whose file requires manual intervention to complete the implementation of the new collective agreement provisions. Under the MOU, those employees will receive an additional \$50 payment for each 90 day delay beyond the initial implementation period of 180 days, to a maximum of \$450.
  
- ◇ Given the pay and HR systems in place and the associated challenges, the Government of Canada has no flexibility to implement collective agreements on a different basis. Agreeing to a different implementation process and timelines would represent bad faith bargaining on behalf of the CFIA and the Government, as it would be agreeing to something that it has no authority or control over and cannot fulfil.
  
- ◇ The Employer requests that the Commission recommend the Employer's NEW proposal in its report.