



Canadian Food
Inspection Agency

Agence canadienne
d'inspection des aliments

Employer Proposals
For the
Public Service Alliance of Canada (PSAC) Group
Collective Agreement

Canadian Food Inspection Agency (CFIA)

February 26, 2019

CFIA EMPLOYER PROPOSALS

Public Service Alliance of Canada (PSAC) Group

Without Prejudice

MANAGEMENT BARGAINING TEAM

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INTRODUCTION

Without prejudice, this document sets out the Employer's initial proposals for the negotiation of a renewal Collective Agreement for the Collective Agreement expiring December 31, 2018 covering employees who are members of the Public Service Alliance of Canada (PSAC) Group bargaining unit.

The Employer's objectives for this round of bargaining are to reduce the pay administration burden, provide economic increases that are fair for workers and taxpayers, address departmental operating priorities, and support the effective management of the Public Service. Such an approach will contribute to an engaged and qualified workforce that delivers results for Canadians.

A second objective is the advancement of the CFIA's strategic priorities and the implementation of our "Responding to Today, Building for the Future" framework, including the realignment of our Collective Agreements to respond to significant organizational restructuring and critical operational needs in order to fully implement the Agency's change agenda.

Such an approach is fair for taxpayers and public servants, and will contribute to a healthier, mobile, flexible and more productive workforce.

The Employer reserves the right to modify, withdraw or amend these initial proposals, or to propose new language at any given time in the course of these negotiations, as well as counter-proposals with respect to Union demands. The Employer has also indicated in these proposals that it wishes to enter into discussions with the Union on certain topics. Following these discussions, the Employer reserves the right to submit further proposals and counter-proposals as necessary.

The Employer reserves the right to table monetary proposals at a later time during the negotiation process.

The Employer reserves the right to submit proposals during the course of negotiations to correct errors and discrepancies between the English and French versions of the Collective Agreements as required and to address any editorial changes.

Unless otherwise indicated, the proposals apply to the Collective Agreement now in existence and have been formulated by references to the articles of the Collective Agreement.

In addition, the Employer proposes that articles of the agreement which are not ultimately dealt with as proposals by the Parties shall be renewed with appropriate editorial changes to ensure compatibility with other articles as finally agreed.

NOTE: 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 ~~strikethrough~~ of existing text.

OBJECTIVES

The Employer's objectives in negotiation of the new Collective Agreement will 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.

SUMMARY

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GENERAL

Pay Simplification

The Employer wishes to discuss options to standardize and simplify certain terms and conditions of employment to lessen the burden on pay administration, where the associated cost is reasonable.

Various Articles

**ARTICLE 2
INTERPRETATIONS AND DEFINITIONS**

2.01 For the purpose of this Agreement:

...

- (e) "continuous employment" has the same meaning as specified in the *Directive on existing Terms and Conditions of Employment Policy on the date of signing of this Agreement*; (emploi continu)

The Employer reserves the right to propose further amendments to Article 2 – Interpretations and Definitions.

**ARTICLE 8
RECOGNITION**

- 8.01** The Employer recognizes the Union as the exclusive bargaining agent for all employees of the Employer described in the certificate issued by the former Public Service Staff Relations Board on October 27, 1997 and subsequently amended by said Board on April 20, 1999 and December 22, 1999 ***covering employees of the Public Service Alliance of Canada (PSAC) Bargaining Unit.***

**ARTICLE 9
INFORMATION**

9.02 ~~The Employer agrees to supply each employee with a copy of this Agreement and will endeavour to do so within one (1) month after receipt from the printer.~~ ***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.***

**ARTICLE 10
CHECK-OFF**

10.04 An employee who satisfies the Union to the extent that he or she declares in an affidavit that he or she is a member of a religious organization whose doctrine prevents him or her as a matter of conscience from making financial contributions to an employee organization and that he or she will make contributions to a charitable organization registered pursuant to the *Income Tax Act*, equal to dues, shall not be subject to this Article, ~~provided that the affidavit submitted by the employee is countersigned by an official representative of the religious organization involved.~~ The Union will inform the Employer accordingly.

...

~~**10.07** The Employer agrees to continue the past practice of making deductions for other purposes on the basis of the production of appropriate documentation.~~

(Renumber accordingly)

**ARTICLE 11
USE OF EMPLOYER FACILITIES**

11.02 ~~The Employer will also continue its present practice of making available to the Union specific locations on its premises, for the placement of reasonable quantities of literature of the Union.~~

(Renumber accordingly)

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

Complaints made to the Federal Public Sector Labour Relations and Employment Board Pursuant to Section 190(1) of the *Federal Public Sector Labour Relations Act*

13.01 When operational requirements permit *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*, the Employer will grant leave with pay:

(a) to an employee who makes a complaint on his or her own behalf, before the Federal Public Sector Labour Relations and Employment Board;

and

(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..

The Employer reserves the right to propose further amendments to Article 13 regarding Leave for Union Business and Cost Recovery.

**ARTICLE 16
DISCIPLINE**

- 16.05** 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. ***This period will automatically be extended by the length of any single period of leave without pay.***

**ARTICLE 23
TECHNOLOGICAL CHANGE**

The Employer wishes to discuss technological change.

**ARTICLE 24
HOURS OF WORK**

The Employer wishes to discuss hours of work.

**ARTICLE 25
SHIFT PRINCIPLE**

The Employer wishes to discuss shift principle.

**ARTICLE 26
SHIFT PREMIUMS**

The Employer wishes to discuss shift premiums.

**ARTICLE 27
OVERTIME**

The Employer wishes to discuss overtime.

**ARTICLE 28
CALL-BACK PAY**

The Employer wishes to discuss call-back pay.

**ARTICLE 29
STANDBY**

The Employer wishes to discuss standby.

**ARTICLE 30
REPORTING PAY**

The Employer wishes to discuss reporting pay.

**ARTICLE 31
DESIGNATED PAID HOLIDAYS**

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

...

(l) one additional day when proclaimed by an *Act of Parliament* as a national holiday.

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.

**ARTICLE 33
TRAVELLING TIME**

The Employer wishes to discuss travelling time.

**ARTICLE 34
COMPENSATORY LEAVE WITH PAY**

34.01 Upon request of an employee and at the discretion of the Employer *or at the request of the Employer and with the concurrence of the employee*, compensation earned under Articles 27 - Overtime, 28 - Call-back, 29 - Standby, 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.

...

34.03 Compensatory leave earned in a fiscal year and outstanding as of September 30th 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 (4th) week of the commencement of the first pay period after September 30th.~~

34.04 At the request of the employee and with the approval of the Employer *or 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*, 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.

...

NEW

34.07 *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 30th of the following fiscal year.*

**ARTICLE 37
LEAVE – GENERAL**

~~**37.03** 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.~~

(Renumber accordingly)

**ARTICLE 38
VACATION LEAVE WITH PAY**

The Employer wishes to discuss vacation leave with pay.

**ARTICLE 39
SICK LEAVE WITH PAY**

The Employer wishes to discuss Sick Leave With Pay.

**ARTICLE 41
INJURY-ON-DUTY LEAVE**

The Employer wishes to discuss Injury-on-Duty Leave.

**ARTICLE 42
MATERNITY LEAVE WITHOUT PAY**

The Employer wishes to discuss Maternity Leave Without Pay.

ARTICLE 44 - PARENTAL LEAVE WITHOUT PAY

The Employer wishes to discuss Parental Leave Without Pay.

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

The Employer wishes to discuss Leave Without Pay for the Care of Family.

**ARTICLE 51
COURT LEAVE**

51.01 The Employer shall grant leave with pay to an employee, *other than an employee already on leave without pay, on education leave, or under suspension* for the period of time he or she is required:

(a) to be available for jury selection;

(b) to serve on a jury;

or

(c) by subpoena or summons to attend as a witness in any proceeding held:

(i) in or under the authority of a court of justice ~~or before a grand jury~~;

(ii) before a court, judge, justice, magistrate or coroner;

(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;

(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;

or

(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.

ARTICLE 54
LEAVE WITH OR WITHOUT PAY FOR OTHER REASONS

54.01 At its discretion, the Employer may grant:

- (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;
- (b) ***in exceptional circumstances***, leave with or without pay for purposes other than those specified in this Agreement.

ARTICLE 56
STATEMENT OF DUTIES

56.01 Upon written request, an employee shall be provided with an *official* ~~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.

ARTICLE 58
EMPLOYEE PERFORMANCE REVIEW AND EMPLOYEE FILES

58.01 (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. ***For the purpose of satisfying the Employer's obligation under this clause, the assessment form may be completed, signed, and provided electronically.***

...

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

**ARTICLE 61
PART-TIME EMPLOYEES**

NEW

61.XX *Part-time employees shall be paid at the hourly rate of pay for all work performed up to seven decimal five (7.5) hours in a day or thirty-seven decimal five (37.5) hours in a week unless the employee is working other daily or weekly hours of work as prescribed pursuant to Article 24 – Hours of Work.*

**ARTICLE 62
SEVERANCE PAY**

The Employer wishes to discuss the required housekeeping due to the deletion of voluntary severance.

**ARTICLE 63
PAY ADMINISTRATION**

The Employer proposes that terms and conditions of employment be implemented prospectively after the signature of the agreement. The Employer will consider establishing specific accountabilities for the signature of the agreement. The Employer is open to discussions about providing compensation to employees in lieu of retroactive payments.

...

63.07 Sub-clause 63.07(a) does not apply to employees covered by sub-clause 63.07(b).

- (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 **five (5)** ~~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.

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) 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 **three (3)** ~~one (1)~~ days or **three (3)** ~~one (1)~~ shifts, 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.
- (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.~~

**ARTICLE 66
DURATION**

66.01 The duration of this Collective Agreement shall be from the date it is signed to December 31, ~~2018~~ **2022**.

**APPENDIX A
RATES OF PAY AND PAY NOTES**

The employer wishes to discuss annual rates of pay.

PAY NOTES:

The employer also wishes to discuss the Pay Notes.

**APPENDIX B
EMPLOYMENT TRANSITION POLICY**

The Employer wishes to discuss Appendix B.

**APPENDIX E
RETENTION ALLOWANCE FOR AS-02 COMPENSATION ADVISORS**

The Employer wishes to discuss Appendix E.

APPENDIX "F"

Memorandum of Understanding

Hours of Work

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

APPENDIX "G"

MEMORANDUM OF UNDERSTANDING

Article 60: Wash-up Time

The Employer wishes to discuss the Memorandum of Understanding on Wash-up Time.