



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)**

**August 23, 2022**

## **CFIA EMPLOYER PROPOSALS**

**Public Service Alliance of Canada (PSAC) Group**

**Without Prejudice**

---

### **MANAGEMENT BARGAINING TEAM**

Merril Bawden, Senior Director, Strategy and Business Integration, Operations Branch

Marie-Claude Bergeron – Executive Director, Eastern Laboratories Network, Science Branch

Anne-Marie Carré – Inspection Manager, Quebec Area, Operations Branch

Leng Chiv – Senior Advisor, Communications and Public Affairs

Kent Craig – Inspection Manager, Ontario Area, Operations Branch

Marco Dupuis – Director, Corporate Management Branch

Josée Rivest – Inspection Manager, Atlantic Area, Operations Branch

Christine Taylor – Inspection Manager, Western Area, Operations Branch

Linda Webster – Director Policy and Programs Branch

Karen Alexander – Manager, Collective Bargaining

Michael Jones - Collective Bargaining Analyst

Christine Gallinger – Senior Project Officer

Esther Sanderson - Issues Manager

Stephen Whitworth – Collective Bargaining Analyst

Brenda Dagenais  
Negotiator / Director General, Collective Bargaining & Labour Relations

## **INTRODUCTION**

The Canadian Food Inspection Agency is committed to reaching a collective agreement that is fair to employees, mindful of economic and fiscal context and reasonable for Canadians.

Without prejudice, this document sets out the Employer's initial non-monetary proposals for the negotiation of a renewal Collective Agreement for the Collective Agreement expiring December 31, 2021 covering employees who are members of the Public Service Alliance of Canada (PSAC) Group bargaining unit.

With consideration to the safety and security of Canadians, as well as supporting the continuous improvement of service to Canadians, the Employer's negotiation objectives for this round of bargaining are to:

- preserve and enhance management authorities to continue to effectively
- and efficiently meet operational requirements;
- enhance flexibilities with regards to hours of work provisions;
- support pay administration simplification; and
- address departmental operating priorities.

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, as may be amended from time to time, 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.

The Employer also proposes that articles of the agreement which are not modified, deleted or ultimately dealt with by the parties as proposals shall be renewed with only appropriate editorial

Classification : **PROTECTED B / PROTÉGÉ B**

Negotiations Confidence/ Déclaration confidentielle dans le cadre de négociations

modification to ensure compatibility with other articles as finally agreed. Those provisions or Memoranda of Understanding that have expired or are set to expire upon the signing of a new collective agreement shall not be renewed.

**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 ~~strike through~~ 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 "CFIA 2025: 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.

## TABLE OF CONTENTS

\_Toc112070208

GENERAL.....	8
ARTICLE 2 - INTERPRETATIONS AND DEFINITIONS.....	9
ARTICLE 3 - APPLICATION .....	10
ARTICLE 8 - RECOGNITION.....	11
ARTICLE 9 - INFORMATION.....	12
ARTICLE 10 - CHECK-OFF .....	13
ARTICLE 11 - USE OF EMPLOYER FACILITIES .....	14
ARTICLE 13 - LEAVE WITH OR WITHOUT PAY FOR UNION BUSINESS.....	15
ARTICLE 16 - DISCIPLINE .....	16
ARTICLE 23 - TECHNOLOGICAL CHANGE .....	17
HOURS OF WORK – ENHANCED FLEXIBILITIES .....	18
ARTICLE 24 - HOURS OF WORK.....	19
ARTICLE 26 - SHIFT PREMIUMS .....	20
EXTRA DUTY PAY .....	21
ARTICLE 27 - OVERTIME .....	22
ARTICLE 28 - CALL-BACK PAY.....	23
ARTICLE 29 - STANDBY.....	25
ARTICLE 30 - REPORTING PAY.....	26
ARTICLE 31 - DESIGNATED PAID HOLIDAYS.....	27
ARTICLE 34 - COMPENSATORY LEAVE WITH PAY .....	28
ARTICLE 37 - LEAVE – GENERAL .....	29
ARTICLE 38 - VACATION LEAVE WITH PAY .....	30
ARTICLE 44 - PARENTAL LEAVE WITHOUT PAY .....	31
ARTICLE 45 - LEAVE WITHOUT PAY FOR THE CARE OF FAMILY .....	33
ARTICLE 51 - COURT LEAVE.....	34
ARTICLE 54 - LEAVE WITH OR WITHOUT PAY FOR OTHER REASONS .....	35
ARTICLE 56 - STATEMENT OF DUTIES .....	36
ARTICLE 58 - EMPLOYEE PERFORMANCE REVIEW AND EMPLOYEE FILES .....	37
ARTICLE 61 - PART-TIME EMPLOYEES.....	38
ARTICLE 64 - PAY ADMINISTRATION .....	39
ARTICLE 67 - DURATION .....	40
APPENDIX A - RATES OF PAY AND PAY NOTES.....	41
APPENDIX B - EMPLOYMENT TRANSITION POLICY .....	42
APPENDIX F - MEMORANDUM OF UNDERSTANDING HOURS OF WORK.....	43
APPENDIX G - MEMORANDUM OF UNDERSTANDING WASH UP TIME .....	44

Classification : **PROTECTED B / PROTÉGÉ B**

Negotiations Confidence/ Déclaration confidentielle dans le cadre de négociations

APPENDIX K – MEMORANDUM OF UNDERSTANDING BETWEEN THE CANADIAN FOOD INSPECTION AGENCY AND THE PUBLIC SERVICE ALLIANCE OF CANADA WITH RESPECT TO IMPLEMENTATION OF THE COLLECTIVE AGREEMENT .....	45
APPENDIX L - MEMORANDUM OF UNDERSTANDING BETWEEN THE CANADIAN FOOD INSPECTION AGENCY AND THE PUBLIC SERVICE ALLIANCE OF CANADA IN RESPECT TO LEAVE FOR UNION BUSINESS: COST RECOVERY .....	46

Classification : **PROTECTED B / PROTÉGÉ B**

Negotiations Confidence/ Déclaration confidentielle dans le cadre de négociations

## **GENERAL**

### **Pay Simplification**

**The parties agree that any agreed upon proposals will not result in any retroactive payment or adjustment. It will form part of the implementation, on a prospective basis, of the new collective agreement once signed.**

**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:

...

- (c) "common-law partner" means a person ***cohabiting*** living in a conjugal relationship with an employee for a continuous period of at least one (1) year; (conjoint de fait)

...

- (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)

Classification : **PROTECTED B / PROTÉGÉ B**

Negotiations Confidence/ Déclaration confidentielle dans le cadre de négociations

### **ARTICLE 3 - APPLICATION**

**NEW**

**3.03** *In this agreement, expressions referring to employee or the masculine or feminine gender are meant for all employees, regardless of gender.*

Classification : **PROTECTED B / PROTÉGÉ B**

Negotiations Confidence/ Déclaration confidentielle dans le cadre de négociations

## **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.***

Classification : **PROTECTED B / PROTÉGÉ B**

Negotiations Confidence/ Déclaration confidentielle dans le cadre de négociations

## **ARTICLE 9 - INFORMATION**

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

## **ARTICLE 10 - CHECK-OFF**

**10.02** The Union shall inform the Employer in writing of the authorized monthly deduction to be checked off for each employee, ***including the methodology/formula used to calculate this amount. The Alliance shall notify the employer in writing at least ninety (90) calendar days in advance of any change in the amount of monthly deductions to be checked off.***

...

~~**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)

Classification : **PROTECTED B / PROTÉGÉ B**

Negotiations Confidence/ Déclaration confidentielle dans le cadre de négociations

## **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.

...

**13.14** Leave granted to an employee under clauses 13.02, 13.09, 13.10, 13.12, and 13.13 will be with pay ***for a total cumulative maximum period of three (3) months per fiscal year*** and 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. ***Clause 13.14 expires on the expiry of the collective agreement, or upon implementation of the Next Generation Human Resources and Pay system, whichever comes first.***

Classification : **PROTECTED B / PROTÉGÉ B**

Negotiations Confidence/ Déclaration confidentielle dans le cadre de négociations

## **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, ***exclusive of periods of leave without pay***, provided that no further disciplinary action has been recorded during this period.



Classification : **PROTECTED B / PROTÉGÉ B**

Negotiations Confidence/ Déclaration confidentielle dans le cadre de négociations

## **ARTICLE 23 - TECHNOLOGICAL CHANGE**

**23.04** The Employer agrees to provide as much advance notice as is practicable but, except in cases of emergency, not less than **thirty (30)**~~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.

Classification : **PROTECTED B / PROTÉGÉ B**

Negotiations Confidence/ Déclaration confidentielle dans le cadre de négociations

**VARIOUS ARTICLES  
HOURS OF WORK – ENHANCED FLEXIBILITIES**

*In the interest of supporting the continuous improvement of service to Canadians, the Employer wishes to discuss options to explore enhanced flexibilities with regards to the hours of work provisions, which may require consequential changes on other provisions, such as but not limited to overtime, call back, shift work, standby and travelling time.*

Classification : **PROTECTED B / PROTÉGÉ B**

Negotiations Confidence/ Déclaration confidentielle dans le cadre de négociations

## **ARTICLE 24 - HOURS OF WORK**

**The Employer wishes to discuss Hours of Work.**

Classification : **PROTECTED B / PROTÉGÉ B**

Negotiations Confidence/ Déclaration confidentielle dans le cadre de négociations

## **ARTICLE 26 - SHIFT PREMIUMS**

### **26.02 Weekend Premium**

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

Classification : **PROTECTED B / PROTÉGÉ B**

Negotiations Confidence/ Déclaration confidentielle dans le cadre de négociations

## **EXTRA DUTY PAY**

*The Employer is proposing the following modifications to Article 28: Overtime, Article 29: Standby, Article 30: Reporting Pay and Article 31: Designated Paid Holidays to distinguish between when an employee physically reports to the workplace versus when the employee works remotely from the employee's residence or at another place to which the Employer agrees.*

## **ARTICLE 27 - OVERTIME**

### ***Excluded provisions***

***Compensation under this article shall not be paid for overtime worked by an employee at courses, training sessions, conferences, and seminars unless the employee is required to attend by the Employer.***

**27.08**

...

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

## **ARTICLE 28 - CALL-BACK PAY**

### **28.01** If an employee is called back to work:

- (a) on a designated paid holiday which is not the employee's scheduled day of work;

or

- (b) on the employee's day of rest;

or

- (c) ***without prior notice***, after the employee has completed his or her work for the day and has ***physically*** left his or her place of work, and ***physically*** returns to ***the workplace*** shall be paid the greater of:

- (i) compensation equivalent to three (3) hours' pay at the applicable overtime rate of pay for each call-back, ***which shall apply only the first time an employee performs work during an eight (8) hour period.*** ~~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;

or

- (ii) compensation at the applicable rate of overtime compensation for time worked, provided that the period worked by the employee is not contiguous to the employee's normal hours of work.

- (d) ***An employee who is called back to work, without prior notice, after the employee has completed his or her work for the day and has physically left his or her place of work may, at the discretion of the Employer, work at the employee's residence or at another place to which the Employer agrees. In such instances, the employee shall be compensated in accordance with clause 28.01(e).***

- ~~(e)(d)~~ The minimum payment referred to in 28.01(c)(i) above, does not apply to part-time employees. Part-time employees will receive a minimum payment in accordance with clause 61.06 of this collective agreement.

- ~~(f)(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.

...

Classification : **PROTECTED B / PROTÉGÉ B**

Negotiations Confidence/ Déclaration confidentielle dans le cadre de négociations

#### **ARTICLE 28 - CALL-BACK PAY cont.**

(Renumber accordingly)

#### **Compensation *as a lump sum payment* ~~in cash~~ or leave with pay**

**28.05** The Employer shall endeavour to make payment for call-back compensation by the fourth (4th) week after which the employee submits the request for payment.



## **ARTICLE 29 - STANDBY**

**29.02** An employee designated by letter or by list for standby duty shall be available during his or her period of standby at a known telephone number, ***email address and/or other method of communication***, and be available to return for work as quickly as possible if called. In designating employees for standby, the Employer will endeavour to provide for the equitable distribution of standby duties.

**29.04** When an employee is required to ***physically*** report ~~for~~ ***to the workplace*** and reports ***to the workplace*** ~~on a day of rest~~, the employee shall be ***compensated in accordance with clause 28.01(c)*** ~~paid the greater of:~~

~~(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~~

~~(b) — compensation at the applicable overtime rate for actual overtime worked;~~

~~(c) — the Employer shall endeavour to make payment for standby compensation by the  
— fourth (4th) week after which the employee submits the request for payment.~~

***An employee on standby who is required to work may, at the discretion of the Employer, work at the employee's residence or at another place to which the Employer agrees. In such instances, the employee shall be compensated in accordance with clause 28.01(e).***

## **ARTICLE 30 - REPORTING PAY**

### **30.01**

- (a) When an employee is required to ***physically*** report ***to the workplace*** and reports to ***the work******place*** 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, ***which shall apply only the first time an employee performs work during an eight (8) hour period;***
- (b) ***An employee who is required to work on a day of rest may, at the discretion of the Employer, work at the employee's residence or at another place to which the Employer agrees. In such instances, the employee shall be paid for the time actually worked at the applicable overtime rate;***
- ~~(b)~~(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.

...

## **ARTICLE 31 - DESIGNATED PAID HOLIDAYS**

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

...

***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.***

...

**31.06** When an employee is required to ***physically*** report ~~to the~~ ***for*** workplace and reports ***to the workplace*** on a designated paid holiday, the employee shall be paid the greater of:

- (a) compensation equivalent to three (3) hours' pay at the applicable overtime rate of pay, ***which shall apply only the first time an employee performs work during an eight (8) period*** ~~for each reporting to a maximum of eight (8) hours' compensation in an eight (8) hour period;~~

or

- (b) compensation in accordance with the provisions of clause 31.05.

- (c) ***An employee who is required to work on a designated holiday may, at the discretion of the Employer, work at the employee's residence or at another place to which the Employer agrees. In such instances, the employee shall be paid for the time actually worked at the applicable overtime rate.***

- ~~(d)~~(e) when an employee is required to ***physically*** report ~~to the~~ ***for*** workplace and reports ***to the workplace*** under the conditions described in 31.06(a) or (b) above, and is required to use transportation services other than normal public transportation services, the employee shall be reimbursed for reasonable expenses incurred as follows:

- (i) mileage allowance at the rate normally paid to an employee when authorized by the Employer to use his or her automobile when the employee travels by means of the employee's own automobile;

or

- (ii) out-of-pocket expenses for other means of commercial transportation.

## **ARTICLE 34 - COMPENSATORY LEAVE WITH PAY**

**34.01** Upon request of an employee and ~~*at the discretion with the approval of the Employer*~~ ***or at the request of the Employer and with the concurrence of the employee,*** 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.

...

**34.03** 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>.~~

**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 30<sup>th</sup> of the following fiscal year.***

Classification : **PROTECTED B / PROTÉGÉ B**

Negotiations Confidence/ Déclaration confidentielle dans le cadre de négociations

### **ARTICLE 37 - LEAVE – GENERAL**

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

## **ARTICLE 38 - VACATION LEAVE WITH PAY**

### **Scheduling of Vacation Leave With Pay**

#### **NEW**

**38.04** *Employees are expected to take all their vacation leave during the vacation year in which it is earned.*

...

(Renumber accordingly)

### **Leave When Employment Terminates**

**38.09** 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 ***of the substantive position*** 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.

## **ARTICLE 44 - PARENTAL LEAVE WITHOUT PAY**

### **44.02 Parental Allowance**

...

#### **Option 1 - Standard Parental Allowance:**

- (c) Parental allowance payments made in accordance with the SUB Plan will consist of the following:

(i) where an employee 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 is subject to a waiting period before receiving Employment Insurance parental benefits, ninety-three percent (93%) of his or her weekly rate of pay (and the recruitment and retention "terminable allowance", if applicable) for ~~each week~~ of the waiting period, less any other monies earned during this period;

...

(v) 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/she is eligible to receive a further parental allowance for a period of one (1) week, ninety-three percent (93%) of his or her weekly rate of pay (and the recruitment and retention "terminable allowance", if applicable) 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.

(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, ninety-three per cent (93%) of their weekly rate of pay (and the recruitment and retention "terminable allowance", if applicable) 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;

...

#### **Option 2 - Extended Parental Allowance:**

- (l) Parental Allowance payments made in accordance with the SUB Plan will consist of the following:

...

#### **ARTICLE 44 - PARENTAL LEAVE WITHOUT PAY cont.**

- (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, fifty-five decimal eight (55.8%) of his or her weekly rate of pay (and the recruitment and retention "terminable allowance", if applicable) ~~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;
- (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, fifty-five decimal eight per cent (55.8)% of their weekly rate of pay (and the recruitment and retention "terminable allowance", if applicable) ~~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.

...

#### **44.03 Special Parental Allowance for Totally Disabled Employees**

- (a) An employee who:

...

- (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 **standard** parental allowance, **as specified under paragraphs 44.02(c) to (k)**, not received for the reason described in subparagraph 44.03a(i), the difference between ninety-three percent (93%) of the employee's rate of pay (and the recruitment and retention "terminable allowance", if applicable) 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*.

...



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

**45.03** *Subject to operational requirements, An* employee ~~may~~ shall be granted leave without pay for the care of family in accordance with the following conditions:

- (a) an employee shall notify the Employer in writing as far in advance as possible but not less than four (4) weeks in advance of the commencement date of such leave, unless, because of urgent or unforeseeable circumstances, such notice cannot be given;
- (b) leave granted under this Article shall be for a minimum period of **twelve (12)** ~~three (3)~~ weeks;
- (c) the total leave granted under this Article shall not exceed five (5) years during an employee's total period of employment in the Public Service and the Canadian Food Inspection Agency;
- (d) ***an employee who intends to take*** leave granted for ~~a~~ periods of one (1) year or less ***during the summer leave period will submit their leave request on or before April 15, and on or before September 15 for the winter leave period*** ~~shall be scheduled in a manner which ensures continued service delivery.~~

## **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.

Classification : **PROTECTED B / PROTÉGÉ B**

Negotiations Confidence/ Déclaration confidentielle dans le cadre de négociations

## **ARTICLE 56 - STATEMENT OF DUTIES**

**56.01** Upon written request, an employee shall be provided with a ***n 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.

Classification : **PROTECTED B / PROTÉGÉ B**

Negotiations Confidence/ Déclaration confidentielle dans le cadre de négociations

## **ARTICLE 58 - EMPLOYEE PERFORMANCE REVIEW AND EMPLOYEE FILES**

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

Classification : **PROTECTED B / PROTÉGÉ B**

Negotiations Confidence/ Déclaration confidentielle dans le cadre de négociations

## **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 64 - PAY ADMINISTRATION**

**~~64.07—Sub-clause 64.07(a) does not apply to employees covered by sub-clause 64.07(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 64.07(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 one (1) day or 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.~~
- (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.~~

Classification : **PROTECTED B / PROTÉGÉ B**  
Negotiations Confidence/ Déclaration confidentielle dans le cadre de négociations

## **ARTICLE 67 - DURATION**

**The Employer wishes to discuss Duration.**



Classification : **PROTECTED B / PROTÉGÉ B**

Negotiations Confidence/ Déclaration confidentielle dans le cadre de négociations

## **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.**

Classification : **PROTECTED B / PROTÉGÉ B**

Negotiations Confidence/ Déclaration confidentielle dans le cadre de négociations

## **APPENDIX B - EMPLOYMENT TRANSITION POLICY**

### **Part V**

#### **Salary protection**

##### **5.1 Lower-level position**

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

**The Employer wishes to discuss Appendix B.**

Classification : **PROTECTED B / PROTÉGÉ B**

Negotiations Confidence/ Déclaration confidentielle dans le cadre de négociations

## **APPENDIX F – MEMORANDUM OF UNDERSTANDING Hours of Work**

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

~~This Memorandum of Understanding will expire on December 31, 2021.~~

**APPENDIX G - MEMORANDUM OF UNDERSTANDING**  
**Article 60: Wash-up Time**

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

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

~~This Memorandum of Understanding will expire on December 31, 2021.~~

Classification : **PROTECTED B / PROTÉGÉ B**

Negotiations Confidence/ Déclaration confidentielle dans le cadre de négociations

**APPENDIX K – MEMORANDUM OF UNDERSTANDING BETWEEN THE CANADIAN FOOD  
INSPECTION AGENCY AND THE PUBLIC SERVICE ALLIANCE OF CANADA WITH  
RESPECT TO IMPLEMENTATION OF THE COLLECTIVE AGREEMENT**

**The employer wishes to discuss the MOU on Implementation.**

**APPENDIX L - MEMORANDUM OF UNDERSTANDING BETWEEN THE CANADIAN FOOD INSPECTION AGENCY AND THE PUBLIC SERVICE ALLIANCE OF CANADA IN RESPECT TO LEAVE FOR UNION BUSINESS: COST RECOVERY**

*This Memorandum of Understanding (MoU) is to give effect to an agreement reached between the Treasury Board (the Employer) and the Public Service Alliance of Canada (the Union) to implement a system of cost recovery for leave for union business. The parties agree to this MoU as a direct result of current Phoenix pay system implementation concerns related to the administration of leave without pay for union business.*

*As per clause 13.14, leave granted to an employee under clauses 13.02, 13.09, 13.10, 13.12 and 13.13 will be with pay for a total cumulative maximum period of three (3) months per fiscal year. For any leave in excess of the total cumulative maximum period of three (3) months per fiscal year, the process shall revert to the existing terms of the collective agreement. This MoU shall have no effect on leave entitlements and obligations in excess of a total cumulative maximum period of three (3) months per fiscal year.*

*This MoU confirms the terms established by joint agreement between the Employer and the Alliance are as follows:*

- (a) It is agreed that leave with pay granted under the above-noted clauses for Alliance business will be paid for by the Employer, pursuant to this MoU. The Alliance shall then compensate the Employer by remitting an amount equivalent to the actual gross salary paid for each person-day, in addition to which shall also be paid to the Employer by the Alliance an amount equal to six per cent (6%) of the actual gross salary paid for each person-day, which sum represents the Employer's contribution for the benefits the employee acquired at work.*
- (b) On a bi-monthly basis and within 120 days of the end of the relevant period of leave, the hiring Department/Agency will invoice the Alliance or Component for the amount owed to them by virtue of this understanding. The amount of the gross salaries and the number of days of leave taken for each employee will be included in the statement.*
- (c) The Alliance or Component agreed to reimburse the Department/Agency for the invoice within sixty (60) days of the date of the invoice.*

*This MoU expires on the expiry of the collective agreement, or upon implementation of the Next Generation Human Resources and Pay system, whichever comes first.*