



CANADIAN FOOD INSPECTION AGENCY NEGOTIATIONS 2021-2022

Union Bargaining Demands #3
Pay Proposal

November 22, 2022

Preamble:

This document represents bargaining proposals of the Public Service Alliance of Canada for this round of negotiations for the Canadian Food Inspection Agency bargaining unit. These proposals are being submitted without prejudice to any future proposed amendments and/or additions, and subject to any errors and/or omissions.

The Public Service Alliance of Canada reserves the right to add to, amend, modify, and withdraw its proposals at any time during collective bargaining, to introduce counter-proposals to the Employer's demands, and to introduce new demands that might emerge from discussions at the bargaining table or from new information obtained during negotiations.

The workers covered under this agreement work proudly on behalf of Canadians. Accordingly, the Union is introducing language, and reserves the right to introduce additional language, to maintain and improve the quality and level of the public services provided to Canadians.

Where the word RESERVE appears, it means that the Union reserves the right to make proposals at a later date.

If neither party has a proposal on a specific clause or article or memorandum of understanding, that clause or article or memorandum shall be renewed.

Finally, the Union requests of the Employer disclosure of any plans for changes at its administrative or workplace level that may affect this round of negotiations and reserves the right to make additional proposals after receiving this information.

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 **one (1) 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 acts if he or she had been appointed to that higher classification level for the period in which he or she acts.~~
- ~~(c)~~ **(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.as if he or she

NEW 64.08

- 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. For the purpose of defining when 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.

ARTICLE 67
DURATION

- 67.01 The duration of this Collective Agreement shall be from the date it is signed to December 31, ~~2021~~ **2024**.
- 67.02 Unless otherwise expressly stipulated, the provisions of this agreement shall become effective on the date it is signed.

APPENDIX A
Rates of Pay & Pay Notes

UNION PROPOSAL

The PSAC Canadian Food Inspection Agency (CFIA) bargaining unit wage proposal consists of these salary-related improvements in the following order:

January 1, 2022	
1. Various compensation adjustments to be applied prior to the general economic increase to all pay rates effective on January 1, 2022.	
GT	<ul style="list-style-type: none"> • Recruitment level minimum and maximum increase by 4% • All other levels, add one 4% increment at top of pay scale, drop lowest increment • Members move up their pay scales by one step
EG	<ul style="list-style-type: none"> • Add one 4% increment at top of pay scale, drop lowest increment • Members move up their pay scales by one step
Inspectors at EG-02, EG-03, and EG-05 levels who work in abattoirs	<ul style="list-style-type: none"> • 4%
FI	<ul style="list-style-type: none"> • FI-01, FI-02: 15.4% • FI-03: 10% • FI-04: 8.8%
AS, IS, CR, PM	<ul style="list-style-type: none"> • Match rates to those of comparators in SP positions at the Canada Revenue Agency (CRA)
SI	<ul style="list-style-type: none"> • 4.4%
GL-EIM, GL-ELE, GL-MAM, GL-MAN GL-MDO GL-PIP, GL-INM	<ul style="list-style-type: none"> • 12.4%
GS	<ul style="list-style-type: none"> • 12.4%
HP	<ul style="list-style-type: none"> • 13.6%
2. General Economic Increase:	<ul style="list-style-type: none"> • 8%
January 1, 2023	
General Economic Increase:	<ul style="list-style-type: none"> • 6%
January 1, 2024	
General Economic Increase:	<ul style="list-style-type: none"> • 6%

Expiry December 31, 2024

Explanatory notes

Wage grid restructure for the General Technical Group (GT) and Engineering and Scientific Support Group (EG)

- TC Group EGs and GTs are direct comparators for CFIA EGs and GTs.
- The TC Group's 2015 AON market compensation study identified a wage gap across the group, including for EGs and GTs. CFIA EGs are 3.34% and the GTs are 23.25% behind comparators in the same study.
- In this round of bargaining, the TC group proposed a wage grid adjustment to reduce this pay gap. The CFIA bargaining team proposes the following wage grid adjustments:

All employees in the GT classification:

- Drop lowest step, add new top step
- All members to immediately move up their pay scales by one increment of 4%
- Recruitment level minimum and maximum increase by 4%

All employees in the EG classification:

- Drop lowest step, add new top step
- All members to immediately move up their pay scales by one increment of 4%

Inspectors' market adjustments

- A 4% increase for Inspectors at the EG-02, EG-03, and EG-05 levels who work in abattoirs to close a 7.4% compensation gap between CFIA Meat/Meat Hygiene Inspectors and their provincial counterparts.

Financial Administration Group (FI) market adjustment

- To close the compensation gap between CFIA FIs and their comparators at NAVCAN, the CFIA bargaining team proposes the following increases for the FI classification, based on 2021 NAVCAN and CFIA compensation rates:

	Proposed increase
FI-01	15.4%
FI-02	15.4%
FI-03	10.0%
FI-04	8.8%

Social Science Support Group (SI) market adjustment

- The CFIA bargaining team proposes to close the compensation gap between CFIA SIs and their comparators at the CRA (AFS Group) and TB (EC Group) by applying a 4.4% increase to all SI levels (SI-01 to SI-08), based on 2020 rates.
- 2021 rates were not available for all comparators.

General Labour Group (GL), General Service Group (GS), and Heating, Power and Stationary Plant Operation Group (HP) market adjustments

- Treasury Board Operational Services (SV) Group GLs, GSs, and HPs are direct comparators for CFIA GLs, GSs, and HPs.
- The SV Group’s 2021 Korn Ferry customized compensation review confirmed a significant compensation gap between the studied positions and comparable jobs outside the federal public service.
- In the 2020 SV Group PIC report, the employer identified a compensation gap of approximately 10% for the GL-MDO group.
- The SV Group proposed similar adjustments to close these compensation gaps in this round of bargaining. The CFIA bargaining team proposes the following, similar increases:

		Wage gap	Proposed increase
GL-EIM	Electrical Installing and Maintaining Sub-Group	8.6%	12.4 % (average)
GL-ELE	Elemental Sub-Group	18.5%	
GL-MAM	Instrument Maintaining Sub-Group	18.6%	
GL-MAN	Manipulating Sub-Group	*1	
GL-PIP	Pipefitting Sub-Group	4.0%	
GL-INM	Machinery Maintaining Sub-Group	*	
GL-MDO	Machine Driving-Operating Sub-Group	*	
HP	Heating, Power, and Stationary Plant Operation Group	13.6%	13.6%
GS	General Services Group	12.4%	12.4%

¹ The asterixis indicate that the number of organizations reporting fell below the P75 data confidentiality threshold.

Administrative Services Group (AS), Clerical and Regulatory Group (CR), Information Services Group (IS) & Programme Administration Group (PM) market adjustments

- To restore appropriate relationships between and among classifications and occupations within the public service, the CFIA bargaining team proposes to eliminate the pay gap between CFIA group AS, CR, IS, and PM group members and their respective comparators at the Canada Revenue Agency (“CRA”).
- The union proposes that the job rate for the AS, CR, IS, and PM group be increased to equal the job rate (effective November 1, 2021) for the comparable SP levels at CRA.
- For those levels where there is no CRA SP comparator (IS-01, CR-07, PM-07), the increase shall be the average increase of the rest of the levels in the same classification.
- The PA Group tabled a similar proposal in this round of bargaining.

	Proposed increase
AS 01	5.3%
AS 02	6.2%
AS 03	7.2%
AS 04	5.9%
AS 05	4.1%
AS 06	4.0%
AS 07	5.2%

	Proposed increase
IS-01	5.1%
IS-02	6.2%
IS-03	5.9%
IS-04	4.1%
IS-05	4.0%
IS-06	5.2%

	Proposed increase
CR-01	11.4%
CR-02	7.0%
CR-03	7.1%
CR-04	7.1%
CR-05	9.3%
CR-06	4.3%
CR-07	7.7%

	Proposed increase
PM-01	5.3%
PM-02	6.2%
PM-03	7.2%
PM-04	5.9%
PM-05	4.1%
PM-06	5.2%
PM-07	5.6%

CRA Service Program (SP) conversion chart

SP-01	SP-02	SP-03	SP-04	SP-05
CR-01	CR-03	CR-04	AS-01	AS-02
CR-02			CR-05	IS-02
			PM-01	PM-02
SP-06	SP-07	SP-08	SP-09	SP-10
AS-03	AS-04	AS-05	AS-06	AS-07
PM-03	IS-03	IS-04	IS-05	IS-06
	PM-04	PM-05		PM-06

SV Group Korn-Ferry Compensation Review

- The SV group partnered with Korn Ferry to conduct a customized compensation review for 21 trades and services roles in Canada prior to this round of negotiations.
- The 21 jobs and job capsules were the same as those previously agreed upon by union and employer in a 2014 joint pay study.
- Overall findings confirmed a significant compensation gap for SV positions and comparable jobs outside of the public sector using 2020 SV rates.
- Most of the employers surveyed provide a range of benefits comparable to those provided for employees of the federal government, including defined benefit pensions, dental care, extended health, life, and disability insurance, and pay for time not worked.
- Data in the study covered 11,100 workers from 31 organizations.
- Korn Ferry's global standard uses 5-Value Organization weighting and relies on the job rate 75th percentile (P75).
- For the CFIA rate comparison, the 2021 CFIA job rates were used.

TC Group AON Pay Study

- The TC group commissioned the consulting firm AON in 2015 to conduct a pay study to compare TC group rates to compensation levels at public and private organizations, looking at 34 jobs from various classifications.
- Job capsules used were the same as those agreed upon by union and employer in a previous joint pay study.
- The median market rate for comparators was used as the fairest comparison point (i.e. 50% of comparators have higher and 50% have lower obtainable maxima).
- The aged 2015 study results, where 2015 values were increased by the average wage growth in the federal jurisdiction in each of the years 2016-2020 showed that overall, the TC group members' wages at their job rate are still significantly behind their comparators in 2020, as are CFIA members within the same classifications.
- For the CFIA group, compensation is 23.25% (GTs) and 3.34% (EGs) behind that of comparators.

APPENDIX D

Memorandum of Understanding Between the Canadian Food Inspection Agency (CFIA) and the Public Service Alliance of Canada (PSAC) Retention Allowance for Compensation Advisors

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

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

~~Retention Allowance~~

~~Annual amount: \$2,500~~

~~Daily amount: \$9.58~~

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

Retention Allowance

Annual amount: \$3,500

Daily amount: \$13.42

- c. **The allowance shall be increased by the applicable general economic increase in each year of the collective agreement.**
- d. The Retention Allowance specified above does not form part of an employee's salary;
- e. The Retention Allowance will be added to the calculation of the weekly rate of pay for the maternity and parental allowances payable under articles 41 and 43 of this collective agreement;

- f. Subject to (g) below, the amount of the Retention Allowance payable is that amount specified in paragraph 1(b) ~~or (e)~~ for the level prescribed in the certificate of appointment of the employee's CR-05, AS-01, AS-02, AS-03 or AS-04 position.
 - g. When a Compensation Advisor or employee as defined in clause 1 is required by the Employer to perform the duties of a classification level that does not have the Retention Allowance, the Retention Allowance shall not be payable for the period during which the employee performs the duties.
2. A part-time employee receiving the allowance shall be paid the daily amount shown above divided by seven decimal five (7.5), for each hour paid at their hourly rate of pay.
 3. An employee shall not be entitled to the allowance for periods he/she is on leave without pay or under suspension.
 4. This Memorandum of Understanding expires with the signing of a new Collective Agreement.

APPENDIX "E"

**Memorandum of Understanding
Between
the Canadian Food Inspection Agency (The Employer)
and
the Public Service Alliance of Canada
Incentives for the Recruitment and Retention of Compensation Advisors**

Delete.

APPENDIX "G"

Memorandum of Understanding Article 60: Wash-up Time

Renew Appendix as revised below:

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.~~

Add a NEW Article XX – Preparatory Time

XX.01

- (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 day for prepping up and prepping down. Time spent on these preparations shall form part of an employee's workday.**

- (b) In addition to a) above, where there is a need due to the nature of the work, paid wash-up time will be permitted before the end of the working day.**