



File: 2122-995-3

January 15, 2018

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

RE: TENTATIVE AGREEMENT

On November 10, 2017, after two years of negotiations, our bargaining team finally reached a tentative agreement with CFIA. Our bargaining team unanimously recommends ratification of our new agreement.

If ratified, the settlement will improve our members' working conditions in several ways. These improvements are the product of the hard work and dedication of both our team and the membership over the course of this round of bargaining.

HIGHLIGHTS OF OUR TENTATIVE AGREEMENT

Economic Increases

The tentative agreement contains improvements to monetary compensation for members. This includes general wage increases, improvements for allowances for certain occupations as well as market adjustment to wages of the FI Group.

The total compensation for all PSAC members at CFIA amounts to a minimum increase of five percent (5%) over the four years of the collective agreement, plus a .5% Market Adjustment in year three (3) of the collective agreement plus a \$650 signing bonus for all groups.

- Effective January 1, 2015: 1.25%
- Effective January 1, 2016: 1.25%
- Effective January 1, 2017: .5% Market Adjustment
- Effective January 1, 2017: 1.25%
- Effective January 1, 2018: 1.25%

Employment Transition Policy – Appendix B

- We were able to make changes to our ETP Appendix that matched the TB-PSAC pattern which represent the most significant improvements in workforce adjustment since it was first signed as an appendix into PSAC collective agreements at the core in 1998.

- Changes will reduce involuntary layoffs by allowing volunteers to come forward to leave the public service during times of workforce adjustment.
- Employees will now have up to fifteen months to find an alternation match.
- More Union involvement, ensuring employees have the right to Union representation during the process.
- Limits to contracting out.
- Improvements to the monetary provisions, including the education allowance, the counselling allowance and the transition support measure.
- In addition to the TB pattern, we added language that makes the Agency assist employees, who do not have a guaranteed reasonable job offer within CFIA, in finding alternative employment in the public service.

Detailed summary of the tentative agreement reached on February 4, 2017:

ARTICLE 2 – DEFINITION OF FAMILY

Inclusion of step-brother, step-sister, foster child, daughter-in-law and son-in-law.

ARTICLE 13 – LEAVE WITH OR WITHOUT PAY FOR UNION BUSINESS

Clause 13.03 & 13.10: Operational requirements are no longer a consideration when employees are required to take leave for representation for certification and negotiations.

NEW – Clause 13.14: 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 the joint agreement.

ARTICLE 16 – DISCIPLINE

Increase of notice for disciplinary measures from one day to two days.

ARTICLE 18 – NO DISCRIMINATION

Addition of gender identity and expression in list of prohibited grounds for discrimination.

ARTICLE 34 – COMPENSATORY LEAVE WITH PAY

Members, who are on any period of compensatory leave and are granted bereavement leave, leave with pay for illness in family or sick leave, will have their compensatory leave period either added to their compensatory leave period or reinstated to use at a later time.

ARTICLE 38 – VACATION LEAVE WITH PAY

Members, who leave the public service, including the Agency, and then return, shall have their prior service count for the calculation of vacation accrual. This gives all members the

same rights as former members of the Canadian Forces, who have had their prior service in the CF recognized for vacation accrual since April 2012.

ARTICLE 39 – SICK LEAVE

The sick leave provisions of our collective agreement will remain unchanged.

ARTICLE 42 – MATERNITY LEAVE WITHOUT PAY

Update of language to take into account new legislation reducing the waiting period for employment insurance to one week from two weeks.

ARTICLE 43 – MATERNITY-RELATED REASSIGNMENT OR LEAVE

Expansion of reassignment from 24 to 52 weeks.

ARTICLE 44 – PARENTAL LEAVE WITHOUT PAY

Update of language to take into account new legislation reducing the waiting period for employment insurance to one week from two weeks.

ARTICLE 46 – LEAVE WITH PAY FOR FAMILY-RELATED RESPONSIBILITIES

Expansion of definition of family for whom an employee can access family-related leave to include ward of the employee, grandchild, father-in-law, mother-in-law, brother, sister, step-brother, step-sister, grandparents of the employee and any relative for whom the employee has a duty of care.

Clause 46.03 – there is no longer a cap of 7.5 hours for the employee to use FRRL to attend school functions or to provide for their child in case of an unforeseen closure of the school or day care facility.

ARTICLE 50 – BEREAVEMENT LEAVE WITH PAY

Bereavement leave was formerly for seven consecutive calendar days. Now an employee can split it into two periods so that they can access some days at the time of death and other days at a later period (but within 12 months) for the purpose of attending a memorial or ceremony.

In addition, daughter-in-law and son-in-law have been added to the definition of family for which the employee can take the seven calendar days, and grandparents of spouse have been added the definition of family for which the employee can take one day of bereavement leave.

ARTICLE 52 – PERSONNEL SELECTION LEAVE

The Employer has agreed to an interpretation through a Labour Relations Bulletin stating that under the current Article, the Employer will be permitted to participate in the various

aspects of the personnel Selection Process including in situations "...where the employee's presence is required for on-line tests, interviews via video conference and other online requirements".

(NEW) ARTICLE 53 – CANADIAN FOOD INSPECTION AGENCY CAREER DEVELOPMENT CONSULTATION COMMITTEE

Formalizing the process of PSAC participation in the Career Development Committee that includes the Employer and other bargaining agents at CFIA.

ARTICLE 58 – EMPLOYEE PERFORMANCE REVIEW AND EMPLOYEE FILES

Clause 58.03 - Employees may now request to examine their personnel file at any time rather than only once per year.

New Clause 58.04 - When a report pertaining to an employee's performance is placed in their personnel file, that employee will now have the right to access the report, sign the report to indicate it has been read and attach a written response to the report.

ARTICLE 59 – MEMBERSHIP FEES

Changes to this article provides for added clarity of the professional designations to which FI Group members pay membership fees for and further expands the payment of such fees to members who are pursuing a formal study program to obtain a professional accounting designation. Lastly, the change would broaden reimbursement covered by this article to include insurance payable for maintaining the designation, up to a maximum of \$75.

ARTICLE 66 – DURATION

The new agreement, if ratified by the membership, will expire on December 31, 2018.

NEW – JOINT LEARNING PROGRAM

The parties agreed to establish a JLP pilot project with a monetary commitment of \$150,000.

APPENDIX B – Employment Transition Policy

Voluntary program and alternation

The two most significant gains made are ones that significantly decrease the likelihood of involuntary layoffs by allowing volunteers to come forward to leave the Agency during times of workforce adjustment.

The voluntary program language (a new clause) has the following features:

- The Agency is **obligated** to use a voluntary program in all cases where there are five or more affected employees at the same group and level in the same work unit.
- The voluntary program must be the subject of **meaningful consultation** between the Agency and the Union.
- The program can only take place **after affected letters** have been delivered to employees.
- The program needs to take place **before the Agency engages in a SERLO** process. In many cases we are hoping that the program will avoid all use of the SERLO process.
- Volunteers need to be given a minimum **of thirty** days to decide if they wish to participate. This time is needed so they can carefully consider their options.
- Volunteers will have access to **options B, Ci or Cii** under section 6.3 of the appendix.
- Finally, if the number of volunteers is larger than the required number of positions to be eliminated, **seniority** will be used to determine who is entitled to leave.

Alternation

In the past, only opting employees were allowed to alternate. Because ETP processes don't all happen at the same time, the 120-day limit made it hard for members to find an alternate.

Under the new agreement:

- Both **opting AND surplus (option A) employees** will be eligible to alternate. This means that employees now have up fifteen months to find an alternate.
- The employer will have an increased obligation to ensure that affected employees understand how alternation takes place.
- For alternations taking place during the surplus period, the transition support measure available to the alternate will be reduced by one week for each week of surplus period already used.

The Union's role in ETP situations

- In clause 1.1.3, we have achieved agreement that ETP committees are to be **joint Union-management committees**.
- In clause 1.1.34, we reinforced the Employer's obligation to ensure that employees have the **right to be represented by the Union** in the application of the ETP.
- We achieved several improvements to the **notice provisions** of the ETP. The current ETP focused on notice when employees are made affected. The new notice provisions require the Union to receive copies of official notices at several other critical stages of the process, including advance notice of layoff.

Monetary improvements

- The transition support measure will now be calculated on the basis of an employee's **total years of service, both continuous and discontinuous**, across the entire public service.
- The transition support measure can now be **split into two amounts**, payable over two years, which provides for improved tax treatment.
- The education allowance increases from the current \$10,000 to **\$15,000**.
- The education allowance can now be used for any **"relevant"** equipment related to the education course (the old language restricted use to "mandatory" equipment).
- The allowance for financial or career counselling services available to opting employees has been increased from the current \$600 to **\$1,000**.

APPENDIX E – RETENTION ALLOWANCE FOR COMPENSATION ADVISORS

The amended MOU provides for an expanded coverage for employees eligible to receive this compensation to the AS-01, AS-02 and AS-03 groups and the increase of this allowance to \$2500 (from the current \$2000). The allowance will also be provided to all members who are performing compensation duties, including Life Events Officers. The allowance is retroactive to the expiry of the collective agreement for those members who were receiving it at that time.

(NEW) – INCENTIVES FOR THE RECRUITMENT AND RETENTION OF COMPENSATION ADVISORS

Compensation Advisors at CFIA will receive the same incentives for recruitment and retention as those provided to other PSAC Compensation Advisors, members of PSAC at the core public administration. The one-time incentive is a \$4,000 split into two payments. New recruits, retirees returning to work as well as part-time employees will receive varying prorated amounts depending on their hours worked and their return date.

Your Bargaining Team, comprising of:

Terri Lee
Randy Olynyk
Karen Zoller
Eryn Butterfield
Marlene O'Neill
Richard Hilson
Jacques Rousseau
Rick Cormier
Hassan Hussein (PSAC Negotiator)
Pierre-Samuel Proulx (PSAC Research Officer)

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

In solidarity,



Chris Aylward
National Executive Vice-President

cc: National Board of Directors
Directors' Team
Liam McCarthy, Coordinator, Negotiations Section
Susan O'Reilly, Coordinator, Representation Section
Jonathan Choquette, A/Coordinator, Communications Section
Essential Services & Exclusions
David-Alexandre Leblanc, Senior Research Officer, Negotiations Section
Hassan Husseini, Negotiator, Negotiations Section
Pierre-Samuel Proulx, Research Officer, Negotiations Section
Negotiations Section
Patricia Harewood, Legal Officer
Margaret Barry, Administrative Assistant to Legal Officer
Regional Coordinators
Micheline Labelle, Supervisor, Membership Administration
Dale Robinson, Strike Mobilization Project Officer

MEMORANDUM OF SETTLEMENT

between the

CANADIAN FOOD INSPECTION AGENCY

and the

PUBLIC SERVICE ALLIANCE OF CANADA

in respect of the

PUBLIC SERVICE ALLIANCE OF CANADA GROUP

1. The Parties herein agree to the terms of this Memorandum as constituting full settlement of all matters in dispute.
2. The undersigned representatives of the Parties do hereby agree to recommend complete acceptance of all the terms of this Memorandum to their respective principals.
3. Unless otherwise specified, the provisions of the Collective Agreement shall take effect on the date the Collective Agreement is signed by both parties.
4. The Parties herein agree that the said Collective Agreement shall include the terms of the previous Collective Agreement which expired on December 31, 2014, and the following amendments are incorporated:
 - a. All those Matters Agreed To and signed by the Parties prior to the date of this Memorandum of Settlement, which are attached hereto, dated:
 - i. June 9, 2016,
 - ii. June 22, 2017,
 - iii. September 21, 2017,
 - iv. September 22, 2017; and,
 - v. October 20, 2017.

and

- b. All those Matters Agreed To and signed by the Parties on the date of this Memorandum of Settlement, which are attached hereto.

5. Duration (Article 66) - 4 year agreement, expiry date December 31 2018
6. The Parties herein agree that the provisions of this Collective Agreement shall be implemented by the Parties within a period of one hundred and fifty (150) days from the date of signing.
7. The Parties herein agree that PSAC will be invited to formally join the CFIA Career Development Committee referenced in Article 53 within sixty (60) days from the date of signing of the Collective Agreement.
8. The Employer and the Public Service Alliance of Canada agree to withdraw all other outstanding items.
9. Unless otherwise specified, existing provisions are renewed.

SIGNED AT OTTAWA THIS 10th DAY OF NOVEMBER, 2017

Canadian Food Inspection Agency

Public Service Alliance of Canada

C Callinger. For
Rubina Bhangoo

Eryn Butterfield
Eryn Butterfield

Marco Dupuis proxy for
Marco Dupuis

Rick Cormier
Rick Cormier

Christine Gallinger
Christine Gallinger

Richard Hilson
Richard Hilson

Michael Jones for
Michael Jones

Terri Lee
Terri Lee

Dena Kingstone proxy for
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Marlene O'Neil
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Nicolas Lussier
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Randy Olynyk
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Stephen Norman

Jacques Rousseau



Judy Strazds

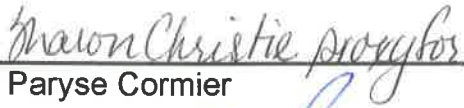


Karen Zoller



Sharon Christie

Pierre-Samuel Proulx



Paryse Cormier



Hassan Hussein



Karen Trousdale



Brenda Dagenais

MATTERS AGREED TO BY THE PARTIES

Subject to final agreement, the Parties agree to the following:

1. ARTICLE 2 - INTERPRETATIONS AND DEFINITIONS

The Employer withdraws its proposal in Article 2 re: "*Inspectorate*" Definition.

2. ARTICLE 9 - INFORMATION

The Employer withdraws its proposal in 9.02.

The Parties agree to renew the current language in Article 9.

3. ARTICLE 13 - LEAVE WITH OR WITHOUT PAY FOR UNION BUSINESS

The Employer agrees to the Union's proposal in 13.02:

Applications for Certification, Representations and Interventions with respect to Applications for Certification

~~13.02~~

~~13.03~~ When operational requirements permit, the Employer will grant leave without pay:

(a) to an employee who represents the Alliance in an application for certification or in an intervention;

and .

(b) to an employee who makes personal representations with respect to a certification.

The Employer agrees to the Union's proposal in 13.09:

Contract Negotiation Meetings

~~13.09~~

~~13.10~~ When operational requirements permit, the Employer will grant leave without pay to an employee for the purpose of attending contract negotiation meetings on behalf of the Union.

The Employer agrees to the Union's proposal in 13.14 as amended below:

13.14 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.

The Parties agree to follow the process for recovery outlined in the Memorandum of Understanding between Treasury Board and PSAC re: Agreement with Respect to Leave for Alliance Business – Cost Recovery, Program and Administrative Services (PA) dated October 30, 2017 (Attached as Annex A).

The Parties agree to withdraw their remaining outstanding proposals and renew the remainder of Article 13.

4. ARTICLE 24 - HOURS OF WORK

The Parties agree to renew the current language in Article 24.

5. ARTICLE 27 - OVERTIME

The Parties agree to renew the current language in Article 27.

6. ARTICLE 34 - COMPENSATORY LEAVE WITH PAY

The Employer agrees to the Union's proposal in new 34.06 below:

34.06 *Where, in respect of any period of compensatory leave, an employee is granted:*

(a) bereavement leave with pay,

or

(b) leave with pay because of illness in the immediate family,

or

(c) sick leave on production of a medical certificate,

the period of compensatory leave so displaced shall either be added to the compensatory leave period, if requested by the employee and approved by the Employer, or reinstated for use at a later date.

The Parties agree to renew the remainder of Article 34.

7. ARTICLE 37 - LEAVE - GENERAL

The Union agrees to the Employer's proposals in Article 37.01 as follows:

Excluded Provision

*

Sub-clause 37.01(a) does not apply to bargaining unit employees classified as GL or GS.

Alternate Provision

*

Sub-clause 37.01(b) applies only to bargaining unit employees classified as GL or GS.

37.01

- (a) ~~When an employee becomes subject to this Agreement, his or her earned daily leave credits shall be converted into hours. When an employee ceases to be subject to this Agreement, his or her earned hourly leave credits shall be reconverted into days, with one (1) day being equal to seven decimal five (7.5) hours.~~
- (b) ~~When an employee becomes subject to this Agreement, his or her earned daily leave credits shall be converted into hours. When an employee ceases to be subject to this Agreement, his or her earned hourly leave credits shall be reconverted into days, with one (1) day being equal to eight (8) hours.~~
- (e)(a) When leave is granted, it will be granted on an hourly basis and the number of hours debited for each day of leave being equal to the number of hours of work scheduled for the employee for the day in question.
- (e)(b) Notwithstanding the above, in Article 50 (Bereavement Leave with Pay) a "day" will mean a calendar day.

...

The Employer withdraws its proposal in Article 37.03.

The Union withdraws its proposal in **new** Article 37.10 and the Parties agree to enter into a Letter of Understanding not to form part of the Collective Agreement re: Domestic Violence with the following content revised below:

The Canadian Food Inspection Agency (CFIA), the Agriculture Union and the Public Service Alliance of Canada (PSAC) agree that a high priority for the CFIA and the Bargaining Agent is to provide working conditions conducive to the safety and health of employees. It is recognized that employees represented by the PSAC may be victims of domestic violence and that this may affect them in the workplace. The Parties acknowledge and recognize the workplace can play a role in supporting employees affected by domestic violence.

The CFIA, the Agriculture Union, and the PSAC agree to establish a Joint Committee to study workplace practices to support employees experiencing domestic violence with a view to making recommendations to the Employer regarding the following:

- a) how to continue to raise awareness of the issue;
- b) the resources available to assist employees;
- c) how to educate employees to ensure workers experiencing domestic violence will be able to access existing leave with or without pay in accordance with their Collective Agreement; and
- d) consideration of an advocate program as an initiative where the Union and the Employer work together to promote a safe and healthy workplace and provide support to these employees.

The Joint Committee will be established within 90 days of the signing of this *the Collective Agreement between the PSAC and the CFIA* and it will be comprised of an equal number of bargaining agent representatives and Employer representatives. All time spent by employees in support of this committee, including preparation and travel time, shall be deemed leave with pay for union activities.

A joint letter between the CFIA President and the National President of the Agriculture Union shall be sent to all CFIA Employees within 90 days of the signing of the collective agreement, informing employees of the formation of the joint committee to deal with this priority issue.

The parties recognize that any approach to deal with the issue will need to be in accordance with any forthcoming changes that may be made to the Canada Labour Code.

The Parties agree to renew the remainder of Article 37.

8. ARTICLE 38 - VACATION LEAVE WITH PAY

Excluded Provision

Sub-clauses 38.02(a), 38.13(a) and 38.13(b) do not apply to bargaining unit employees classified as GL or GS.

Sub-clauses 38.02(a) and 38.02(b) do not apply to bargaining unit employees classified as FI.

Alternate Provision

Sub-clauses 38.02(b), 38.13(c) and 38.13(d) apply only to bargaining unit employees classified as GL or GS.

Sub-clause 38.02(c) applies only to bargaining unit employees classified as FI.

38.01 The vacation year shall be from April 1st to March 31st of the following calendar year, inclusive.

Accumulation of Vacation Leave Credits

38.02

- 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:
 - i. nine decimal three seven five (9.375) hours until the month in which the anniversary of the employee's eighth (8th) year of service occurs;
 - ii. twelve decimal five (12.5) hours commencing with the month in which the employee's eighth (8th) anniversary of service occurs;
 - iii. thirteen decimal seven five (13.75) hours commencing with the month in which the employee's sixteenth (16th) anniversary of service occurs;

- iv. fourteen decimal three seven five (14.375) hours commencing with the month in which the employee's seventeenth (17th) anniversary of service occurs;
 - v. fifteen decimal six two five (15.625) hours commencing with the month in which the employee's eighteenth (18th) anniversary of service occurs;
 - vi. sixteen decimal eight seven five (16.875) hours commencing with the months in which the employee's twenty-seventh (27th) anniversary of service occurs;
 - vii. eighteen decimal seven five (18.75) hours commencing with the month in which the employee's twenty-eighth (28th) anniversary of service occurs;
- b. An employee shall earn vacation leave credits at the following rate for each calendar month during which the employee receives pay for at least eighty (80) hours:
- i. ten (10) hours until the month in which the anniversary of the employee's eighth (8th) year of service occurs;
 - ii. thirteen decimal three three (13.33) hours commencing with the month in which the employee's eighth (8th) anniversary of service occurs;
 - iii. fourteen decimal six seven (14.67) hours commencing with the month in which the employee's sixteenth (16th) anniversary of service occurs;
 - iv. fifteen decimal three three (15.33) hours commencing with the month in which the employee's seventeenth (17th) anniversary of service occurs;
 - v. sixteen decimal six seven (16.67) hours commencing with the month in which the employee's eighteenth (18th) anniversary of service occurs;
 - vi. eighteen (18) hours commencing with the months in which the employee's twenty-seventh (27th) anniversary of service occurs;
 - vii. twenty (20) hours commencing with the month in which the employee's twenty-eighth (28th) anniversary of service occurs;
- c. ***An employee in the FI classification 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:***
- i. nine decimal three seven five (9.375) hours until the month in which the anniversary of the employee's fifth (5th) year of service occurs;***
 - ii. twelve decimal five (12.5) hours commencing with the month in which the employee's fifth (5th) anniversary of service occurs;***
 - iii. thirteen decimal seven five (13.75) hours commencing with the month in which the employee's sixteenth (16th) anniversary of service occurs;***
 - iv. fourteen decimal three seven five (14.375) hours commencing with the month in which the employee's seventeenth (17th) anniversary of service occurs;***
 - v. fifteen decimal six two five (15.625) hours commencing with the month in which the employee's eighteenth (18th) anniversary of service occurs;***
 - vi. sixteen decimal eight seven five (16.875) hours commencing with the month in which the employee's twenty-seventh (27th) anniversary of service occurs;***
 - vii. eighteen decimal seven five (18.75) hours commencing with the month in which the employee's twenty-eighth (28th) anniversary of service occurs;***
- ed. For the purpose of this clause only, all service within the public service and the Canadian Food Inspection Agency, whether continuous or discontinuous, shall count toward vacation leave except where a person who, on leaving the Canadian Food Inspection Agency or the public service, takes or has taken severance pay. However, the above exception shall not apply to an employee who receives severance pay on lay-off and is re-appointed to the Canadian Food Inspection Agency within one year following the date of lay-off. For greater

certainty, severance termination benefits taken under clauses 62.04 to 62.07, or similar provisions in other collective agreements, do not reduce the calculation of service for employees who have not left the public service.

- de. For the purpose of clause 38.02(c) only, effective April 1, 2012 and forward from that date, any former service in the Canadian Forces for a continuous period of six (6) months or more, either as a member of the Regular Force or of the Reserve Force while on Class B or C service, shall also be included in the calculation of vacation leave credits.

9. ARTICLE 39 - SICK LEAVE WITH PAY

In consideration of the Parties agreeing to a Memorandum of Understanding with the following language, the Employer withdraws its proposal and the Parties agree to renew the present language of Article 39.

Memorandum of Understanding

Further to the Memorandum of Agreement on Supporting Employee Wellness between Treasury Board and the Public Service Alliance of Canada:

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.

10. ARTICLE 42 - MATERNITY LEAVE WITHOUT PAY

The Employer agrees to the Union's counter-proposal of September 21, 2017 in Article 42.02 below:

42.02 Maternity Allowance

- ...
- c. Maternity allowance payments made in accordance with the SUB Plan will consist of the following:
- i. where an employee is subject to a waiting period of two (2) weeks before receiving Employment Insurance maternity benefits, ninety-three percent (93%) of her weekly rate of pay and, where applicable, the CFO transitional allowance, for each week of the waiting period, less any other monies earned during this period;

and

 - 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, where applicable, the CFO transitional allowance, 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.,

and

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, and the CFO transitional allowance, less any other monies earned during this period.

...

d. At the employee's request, the payment referred to in paragraph 42.02(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* maternity benefits.

The Parties agree to renew the remainder of Article 42.

11. ARTICLE 43 - MATERNITY-RELATED REASSIGNMENT OR LEAVE

The Employer agrees to the Union's proposals in 43.01 and 43.05 below:

43.01 An employee who is pregnant or nursing may, during the period from the beginning of pregnancy to the end of the ~~twenty-fourth (24th)~~ **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.

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 ~~twenty-four (24)~~ **fifty-two (52)** weeks after the birth.

The Parties agree to renew the remainder of Article 43.

12. ARTICLE 44 - PARENTAL LEAVE WITHOUT PAY

The Employer agrees to the Union's counter-proposal of September 21, 2017 in Article 44.02 below:

...

- c. Parental Allowance payments made in accordance with the SUB Plan will consist of the following:
- i. where an employee is subject to a waiting period of ~~two (2) weeks~~ before receiving Employment Insurance parental benefits, ninety-three percent (93%) of his or her weekly rate of pay and, ~~where applicable, the CFO transitional allowance~~, for each week of the waiting period, less any other monies earned during this period;
 - 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, ~~where applicable, the CFO transitional allowance~~, 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;
 - 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 and, ~~where applicable, the CFO transitional allowance~~, for each week, less any other monies earned during this period.;
 - 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 and, where applicable, the CFO transitional allowance, 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.*
- ...
- 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* ~~El~~ or *Québec Parental Insurance Plan* parental benefits.

The Parties agree to renew the remainder of Article 44.

13. ARTICLE 52 - PERSONNEL SELECTION LEAVE

The Parties agree to renew the current language of Article 52 and resolve the outstanding proposal in the following manner:

The Employer shall issue the following Interpretation Bulletin to CFIA management and HR personnel within ninety (90) days of the signing of the Collective Agreement.

Labour Relations Bulletin

Date Issued: [Insert Date]

Introduction:

This Bulletin is produced by the Labour Relations Section of the Collective Bargaining and Labour Relations Directorate of Human Resources and distributed to Canadian Food Inspection Agency (CFIA) Management and HR Personnel. We hope you find it informative.

This issue includes information on Personnel Selection Leave in Article 52 of the Collective Agreement between the Canadian Food Inspection Agency and the Public Service Alliance of Canada (PSAC).

The Agreement is accessible at:

<http://www.inspection.gc.ca/english/hrrh/col/alliance/alliancee.shtml>

PURPOSE

The purpose of this Bulletin is to provide Management with guidance on the circumstances where it is appropriate to grant leave with pay for the purposes of participating in a selection process. The following guidelines are not all inclusive nor exhaustive and are meant to facilitate consistency in interpretation and fairness throughout the organization in effectively granting personnel selection leave.

BACKGROUND

Article 52.01 of our Collective Agreement with the Public Service Alliance of Canada states that:

Where an employee participates in a personnel selection process, including the appeal process where applicable, for a position in the Canadian Food Inspection Agency or for positions in other Agencies or Departments, (as defined in the Public Service Labour Relations Act), the employee is entitled to leave with pay for the period during which the employee's presence is required for purposes of the selection process, and for such further period as the Employer considers reasonable for the employee to travel to and from the place where the employee's presence is required.

CONTEXT

As per Article 52.01, employees are entitled to leave with pay for the period in which the employee's presence is required for the purposes of the selection process.

The Employer recognizes that some processes require participation electronically instead of in person.

It is the Employer's interpretation that, once an employee has been screened into a selection process and is in the testing phase, the language of Article 52.01 also includes situations where the employee's presence is required virtually for on-line tests, interviews via video-conference, or other on-line requirements.

CONTACT

Should you have any questions regarding this Bulletin please contact your local Labour Relations Consultant.

14. ARTICLE 53 - EDUCATION LEAVE WITHOUT PAY, CAREER DEVELOPMENT LEAVE WITH PAY AND EXAMINATION LEAVE WITH PAY

The Parties agree to the language in *NEW Article 53.06* as follows.

53.06 Canadian Food Inspection Agency Career Development Committee

Consultation Committee

- a) *The parties to this Collective Agreement acknowledge the mutual benefits to be derived from consultation on Career Development. To this effect the parties agree that such consultation will be held at the Agency level either through the existing Joint Consultation Committee or through the creation of a Canadian Food Inspection Agency Career Development Consultation Committee.*
- b) *The Canadian Food Inspection Agency Consultation Committee on Career Development shall be composed of mutually agreeable numbers of employees and Employer representatives who shall meet at mutually satisfactory times. Committee meetings shall normally be held on the Employer's premises during working hours.*
- c) *Employees forming the continuing membership of the Canadian Food Inspection Agency Consultation Committees shall be protected against any loss of normal pay by reason of attendance at such meetings with management, including reasonable travel time where applicable.*
- d) *The Employer recognizes the use of such committees for the purpose of providing information, discussing the application of policy, promoting understanding and reviewing problems.*
- e) *It is understood that no commitment may be made by either party on a subject that is not within their authority or jurisdiction, nor shall any commitment made be construed as to alter, amend, add to or modify the terms of this Agreement.*

(Renumber accordingly)

The Parties agree to renew the remainder of Article 53.

15. ARTICLE 58 - EMPLOYEE PERFORMANCE REVIEW AND EMPLOYEE FILES

The Employer agrees to the Union's counter-proposal of September 21, 2017 in article 58.03(a)(i) as amended below:

58.03 (a) (i) Upon written request of an employee, the personnel file of that employee shall be made available ~~once per year~~ for his or her examination in the presence of an authorized representative of the Employer.

The Employer agrees to the Union's counter-proposal of November 8, 2017:

NEW
58.04

When a report pertaining to an employee's performance is placed on that employee's personnel file, the employee concerned shall be given:

- (a) A copy of the report placed on their file;***
- (b) An opportunity to sign the report in question to indicate that its contents have been read; and***
- (c) An opportunity to submit such written representations as the employee may deem appropriate concerning the report and to have such written representations attached to the report.***

The Parties agree to withdraw their remaining outstanding proposals and renew the remainder of Article 58.

16. ARTICLE 59 - MEMBERSHIP FEES

The Union withdraws its proposals in Articles 59.02 and 59.03.

The Unions agrees to the Employer's counter-proposal as follows:

59.01 The Employer shall reimburse an employee for the payment of membership or registration fees to an organization or governing body when the payment of such fees is a requirement for the continuation of the performance of the duties of the employee's position.

59.02 Upon receipt of proof of payment, the Employer shall reimburse an employee, who is classified as an FI, his or her annual membership fees paid to either the Institute of Chartered Accountants (CA), the Society of Management Accountants (CMA), or the Association of Certified General Accountants (CGA), ***or the Chartered Professional Accountants (CPA)***. ~~when the payment of such fees is a requirement for the continuation of the performance of the duties of the employee's position.~~

59.03 When the payment of such fees is not a requirement for the continuation of the performance of the duties of an employee's position, but eligibility for a professional

accounting designation from one of these associations is a qualification specified in the Standards for Selection and Assessment for the Financial Administration Group, the Employer shall reimburse the employee, upon receipt of proof of payment, for his or her annual membership fees paid to one of the associations referred to in clause 59.02 to a maximum of one thousand dollars (\$1,000).

59.04 *The Employer shall reimburse annual fees paid to one of the associations referred to in clause 59.02 for employees pursuing a formal study program to obtain a professional accounting designation (CA, CMA, CGA, or CPA).*

59.05

59.04 Reimbursement covered by this Article does not include arrears of previous years' dues. *Reimbursement covered by this Article shall include insurance payable as a requirement for maintaining the designation to a maximum of seventy five (\$75) dollars excluding any optional insurance that may be offered for the purpose of practicing in the private sector.*

59.06

59.05 Membership dues referred to in Article 10 (Check-Off) of this Agreement are specifically excluded as reimbursable fees under this Article.

The Parties agree to renew the remainder of Article 59.

17. ARTICLE 66 - DURATION

The Union agrees to the Employer's proposals in 66.01 as follows:

66.01 The duration of this Collective Agreement shall be from the date it is signed to December 31, ~~2018~~2014.

The Parties agree to withdraw their remaining outstanding proposals in and renew the remainder of Article 66.

18. APPENDIX A - RATES OF PAY AND PAY NOTES

The Parties agree to:

- A 1.25% economic increase for each year of the four (4) year Agreement;
- 0.5% Market Adjustment in year three (3) for the AS/CR/EG/GL/GS/HP/IS/PM/GT/SI classifications, as well as a \$650 signing bonus for these same groups.
- The following changes to the FI Rates of Pay (see Annex B for rates):
 - The elimination of the existing Chief Financial Officer Transitional Allowance and a concurrent restructure through a roll-in to pay of 1% (at the maximum step) of the FI-03 level and 2% (at the maximum step) of the FI-04 level;
 - A concurrent restructure to the rates of pay through a compression in year one (1) from nine (9) steps to six (6) steps for levels FI-01 through FI-04 with a 1% step increment step added at the maximum (seventh step); and
 - Introduce a 1% market adjustment in year three (3) effective January 1, 2017, prior to applying the 1.25% economic increase.

- Increase to the Compensation Advisor Retention Allowance to \$2,500 with eligibility to AS-01, AS-02, and AS-03 Compensation Advisors. (See language in item 18 on Appendix E.)
- Compensation Incentives in alignment with the Core for AS-01, AS-02, and AS-03 Compensation Advisors. (See language in item 19 on MOU re Incentives for the Recruitment and Retention of Compensation Advisors.)

The Parties withdraw all other outstanding proposals relating to pay.

19. APPENDIX E - MEMORANDUM OF UNDERSTANDING – RETENTION ALLOWANCE FOR AS-02 COMPENSATION ADVISORS

The Union agrees to the Employer's proposal on Appendix E as follows:

APPENDIX E MEMORANDUM OF UNDERSTANDING BETWEEN THE CANADIAN FOOD INSPECTION AGENCY (CFIA) AND THE PUBLIC SERVICE ALLIANCE OF CANADA (PSAC)

RETENTION ALLOWANCE FOR AS-02 COMPENSATION ADVISORS

1. In an effort to increase retention of *all AS-02 Compensation Advisors at the AS-01, AS-02 and AS-03 group and levels working at the Canadian Food Inspection Agency (including satellite offices)*, the Employer will provide an *"Retention Allowance"* to incumbents of AS-02 Compensation Advisor positions for the performance of Compensation and Benefit duties at the Canadian Food Inspection Agency. *In the following amount and subject to the following conditions:*
2. The parties agree that AS-02 Compensation Advisors who perform the duties of positions identified above shall be eligible to receive a "Retention Allowance" in the following amounts and subject to the following conditions:
 - a. Commencing on January 1, 2012 *the date of signing of this Collective Agreement* and ending December 31, 2014 *with the signing of a new agreement*, AS-02 Compensation Advisors who perform the duties of the positions identified *employees falling into the categories listed* above shall be eligible to receive an allowance to be paid biweekly;
 - b. The employee 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);

AS-02 Compensation Advisors Retention Allowance

Annual amount: \$2,000 **\$2,500**
Daily amount: \$7.67 **\$9.58**

- c. The Retention Allowance specified above does not form part of an employee's salary;

- d. 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-;
- e. Subject to (f) below, the amount of the Retention Allowance payable is that amount specified in paragraph 21(b) for the level prescribed in the certificate of appointment of the employee's **AS-01, AS-02 or AS-03** position-;
- f. When an AS-02 Compensation Advisor **as defined in clause 1** is required by the Employer to perform the duties of a higher classification level **that does not have the Retention Allowance** in accordance with clause 62.07(a), the Retention Allowance shall not be payable for the period during which the employee performs the duties of a higher level-;
32. A part-time AS-02 Compensation Advisor **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.
43. An employee shall not be entitled to the allowance for periods he/she is on leave without pay or under suspension.
20. ~~54.~~ This Memorandum of Understanding expires ~~on December 31, 2014~~ **with the signing of a new Collective Agreement.**

21. INCENTIVES FOR THE RECRUITMENT AND RETENTION OF COMPENSATION ADVISORS

The Union agrees to the Employer's proposal on Incentives for Compensation Advisors as follows:

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

Part A. - Incentives

Commencing on the date of signing of this Memorandum of Understanding, and ending June 1, 2018, Compensation Advisors eligible for the Retention Allowance for Compensation Advisors

(hereafter referred to as "employees") shall be eligible to receive the following incentive payments:

1. One-time Incentive Payment

The Employer will provide an incentive payment to employees of \$4,000, only once during the employee's entire period of employment in the federal public service.

Current Employees will receive the incentive payment as two (2) \$2,000 lump sums, one payable effective the date of signing of this MOU and one payable July 1, 2018.

New Recruits hired after the signing of this MOU and prior to June 1, 2018, will receive the incentive payment after completing a one-year period of continuous employment.

Retirees who come back to work as Compensation Advisors after the signing of this MOU and prior to June 1, 2018, will earn the incentive payment through pro-rated payments over a six-month contiguous or non-contiguous period of employment, starting upon commencement of employment. The full amount of the incentive payment will be pro-rated to the period worked up to a maximum period of six months, and paid in increments on a bi-weekly basis. The qualifying period to receive the award is shorter than the qualifying period for new recruits in recognition of the experience a retiree will contribute to the operations immediately upon hiring.

Part-time employees shall be entitled to the payment on a pro rata basis based on actual hours worked during the relevant qualifying period as per the above, as a percentage of full time hours.

2. Overtime

Overtime shall be compensated at double (2) time for overtime worked during the period between August 1, 2017 and June 1, 2018.

3. (a) Carry-Over and/or Liquidation of Vacation Leave

- i. Where, in the vacation year 2017-2018, an employee has not been granted all of the vacation leave credited to the employee, the unused portion of their vacation leave on March 31, 2018 shall be carried over into the following vacation year.
- ii. If on March 31, 2019, an employee has more than two hundred and sixty-two decimal five (262.5) hours of unused vacation leave credits, a minimum of seventy-five (75) hours per year of the excess balance shall be granted or paid, in accordance with the employee's choice, by March 31 of each year commencing March 31, 2019, until all vacation leave credits in excess of two hundred and sixty-two decimal five (262.5) hours have been liquidated. Payment shall be in one instalment per year and shall be at the employee's daily rate of pay, as calculated from the classification prescribed in his or her certificate of appointment of his or her substantive position on March 31, 2018.

(b) Compensation in cash or leave with pay

All compensatory leave earned in the fiscal year 2016-2017 and outstanding on September 30, 2017, shall not be paid out, in whole or in part, other than at the request of the employee and with the approval of the Employer. Should the employee request accumulated compensatory leave be paid out on September 30, 2017, it will be paid out 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 on September 30, 2017. All compensatory leave earned in the fiscal year 2017-2018, shall not be paid out, in whole or in part, other than at the request of the employee and with the approval of the Employer. For greater clarity, the provisions of article 34.01 of the Collective Agreement remain applicable. Should the employee request accumulated compensatory leave be paid out on September 30, 2018, it will be paid out 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 on September 30, 2018.

Part B. – Other Provisions

Pay processing of the incentive payments for retirees and part-time employees, as well as overtime will be implemented within 150 days following the signature of this agreement.

The Parties agree that the terms of this Memorandum of Understanding will not be affected by any notice to bargain served under section 106 of the *Federal Public Sector Labour Relations Act*. As such, the terms and conditions set out in this Memorandum of Understanding will cease on the dates indicated in the Memorandum of Understanding and will not be continued in force by the operation of s.107.

Prior to June 1, 2018 the Parties may agree by mutual consent to extend the limitation periods set out in clauses 2 and 3. (a) and (b), based on an assessment of working conditions, recruitment and retention issues with Compensation Advisors and the need to continue to provide for increased capacity.

The Parties recognize that an extension of these clauses is made without prejudice or precedent and will in no way bind the parties to any particular position that they may wish to take on overtime, carry-over and/or liquidation of vacation leave or compensation in cash or leave with pay issues during any round of collective bargaining.

22. LOU - EMPLOYEES PERFORMING COMPENSATION DUTIES

This Letter of Understanding Does Not Form Part of the Collective Agreement

Letter of Understanding between the
Canadian Food Inspection Agency (CFIA)
and the
Public Service Alliance of Canada (PSAC)

EMPLOYEES PERFORMING COMPENSATION DUTIES

This letter is to give effect to the understanding reached between the Parties on the application of the Compensation Advisors Allowance as well as the Incentive for the Recruitment and Retention of Compensation Advisors for CFIA employees performing compensation duties.

Application

As detailed in Appendix E, the Retention Allowance for Compensation Advisors is provided as follows:

In an effort to increase retention of all Compensation Advisors at the AS-01, AS-02 and AS-03 group and levels working at the Canadian Food Inspection Agency (including satellite offices), the Employer will provide a "Retention Allowance" for the performance of Compensation duties in the following amount and subject to the following conditions:

Those eligible for the Retention Allowance shall be eligible for the Incentives.

Eligibility for Allowance and Incentives

It is the Employer's interpretation that CFIA employees at the AS-01, AS-02, or AS-03 levels who are performing compensation duties that are directly linked to compensation operations and transactions shall be eligible for the Allowance and Incentives regardless of his or her official job title.

Employees are eligible to receive the incentives if they meet the following criteria:

- The incentive package applies to employees working at the CFIA who are performing compensation duties that are directly linked to compensation operations and transactions (including satellite offices).
- It is offered to employees at the AS-01, AS-02 and AS-03 group and levels who are currently eligible for the \$2,500 Compensation Advisors Retention Allowance within the PSAC Collective Agreement.
- Eligibility is based on the performance of compensation duties and it is independent of the pay system upon which employees work.

Eligible employees may, for example perform the following compensation duties:

- provide advice and individual counseling to employees on their benefits and entitlements, and maintain employees' compensation data and records both manually and electronically
- conduct research, extract, compile and analyze pay related information from multiple sources of information to support clients, client departments, third party service providers, unions on behalf of clients and the employer
- examine, analyze and process all necessary compensation transactions
- apply various acts, Treasury Board guidelines, directives, relevant terms and conditions of employment as well as relevant collective agreements and other authorizing instruments related to pay administration
- provide coaching and training to compensation advisors and compensation trainees on pay administration

Supervisory Roles

Employees at the AS-03 level who perform some supervisory responsibilities are eligible for the incentive package, provided that their core responsibilities make them eligible for the \$2,500-Compensation Advisors Retention Allowance.

Acting Situations

Employees in non-eligible substantive positions who are acting in eligible AS-01, AS-02, or AS-03 positions performing compensation duties are eligible for the Retention Allowance.

Employees in non-eligible substantive positions who are acting in AS-01, AS-02, or AS-03 compensation advisor positions are neither incumbents nor returning retirees, so they are considered to be new recruits. As such, the incentives are payable to employees acting in positions that are deemed eligible to receive the incentives after completing a one-year period of acting in an eligible position.

23. In addition to the matters agreed to in items 20 and 21, the Employer agrees to execute the following letter:

RC 19
[Handwritten initials and scribbles]

Mr. Fabian Murphy
National President
Agriculture Union
233 Gilmour Street
Ottawa, ON K2P 0P2

RE: Continuation of Compensation Advisors' Retention Allowance

Dear Mr. Murphy,

I am writing further to Appendix E of the most recent Collective Agreement between the Canadian Food Inspection Agency (CFIA) and the Public Service Alliance of Canada (PSAC), the Memorandum of Understanding regarding the Retention Allowance for AS-02 Compensation Advisors.

Upon the expiration of that Memorandum of Understanding (MOU) on December 31, 2014 the CFIA ceased paying the retention allowance set out therein to eligible compensation advisors.

I am now advised that compensation advisors in the Core Public Administration however continued to receive that allowance after its stated expiration.

In consideration of the CFIA and the PSAC reaching a tentative renewal Collective Agreement, and in order to ensure our CFIA compensation advisors have been treated fairly and equitably, the CFIA commits to now retroactively paying eligible AS-02 compensation advisors the retention allowance for which they would have been eligible pursuant to that MOU for the period between January 1, 2015 and the signing of the anticipated new Collective Agreement. Upon signing of the renewal Collective Agreement, they will become eligible for the new retention and incentive entitlements provided for in the new Collective Agreement pursuant to its terms and conditions.

Yours truly,

Colleen Barnes
Vice President, Human Resources

24. APPENDIX B - EMPLOYMENT TRANSITION POLICY

The Parties agree to amend the language in Appendix B as follows:

Enquiries

Enquiries about this Appendix should be referred to the employee's bargaining agent, or to the Human Resource Advisor serving the employee's work site. Human Resource Advisors serving the employee's work site may, in turn, direct questions regarding the application of this Appendix to the ~~Workforce & Workplace Relations Division~~ **Collective Bargaining & Labour Relations Directorate** of the Human Resources Branch of the Agency.

Effective Date

This Appendix is effective on the date of signing. ~~This Appendix is deemed to expire December 31, 2011.~~

Policy

...

Indeterminate employees whose services will no longer be required because of an employment transition situation and for whom the President knows or can predict employment availability will receive a guarantee of a reasonable job offer within the Agency. Those employees for whom the President cannot provide the guarantee will have access to the transitional employment options as per Part VI of this Appendix.

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 Financial Administration Act (FAA)) through active marketing, where applicable and within legislative restrictions.

...

Definitions

Education Allowance (*indemnité d'étude*) - 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 cash payment, equivalent to the Transitional Support Measure (see Annex A), plus a reimbursement of tuition from a recognized learning institution, book and ~~mandatory~~ **relevant** equipment costs, up to a maximum of ten **fifteen** thousand dollars (~~\$10,000.00~~ **\$15,000.00**).

...

Transition Support Measure (*mesure de soutien à la transition*) - is one of three options provided to an opting employee for whom the President cannot guarantee a reasonable job offer. The Transition Support Measure is a cash payment based on the opting employee's years of service in the Agency, as per Annex "A". Years of service is the combined years of service in

the Public Service immediately prior to appointment to the Agency plus years of service with the Agency.

...

1.1.3 The Agency shall establish joint Union/Management employment transition committees, where appropriate, to **advise and** consult on employment transition situations within the Agency. **Terms of reference of such committees shall include a process for addressing alternation requests.**

...

1.1.23 The Agency shall review the use of private temporary personnel, **and their use of contracted out services**, employees appointed for a specified period (terms) and all other non-indeterminate employees. Where practicable, the Agency shall not **engage or** re-engage such temporary personnel nor renew the employment of such employees referred to above where such action would facilitate the appointment of surplus employees or laid-off persons.

...

1.1.26 The Agency shall provide surplus employees with a lay-off notice at least one (1) month before the proposed lay-off date, if appointment efforts have been unsuccessful. **A copy of this notice shall be provided to the National President of the Public Service Alliance of Canada.**

...

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

...

(g) alternatives or opportunities that might be available to the employee (**the alternation process**, appointment, relocation, retraining, lower-level employment, term employment, retirement including possibility of waiver of penalty if entitled to an annual allowance, Transition Support Measure, Education Allowance, pay-in-lieu of unfulfilled surplus period, resignation, accelerated lay-off);

...

(j) the Human Resources and Skills Development Canada Centres and their services (including a recommendation that the employee register with the nearest office as soon as possible);

...

NEW

(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.**

(n) **advising employees of the right to be represented by the PSAC in the application of this Appendix.**

...

6.1 General

NEW

6.1.6 A copy of any letter issued by the Employer under this part or notice of lay off pursuant to the Canadian Food Inspection Agency Act shall be sent forthwith to the National President of the PSAC.

6.2.# Voluntary Programs

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:

- A. Be the subject of meaningful consultations through joint union-management ETP committees.**
- B. Volunteer programs shall not be used to exceed reduction targets. Where reasonably possible, the Agency will identify the number of positions for reduction in advance of the voluntary programs commencing.**
- C. Take place after affected letters have been delivered to employees.**
- D. Take place before the Agency engages in an Assessment and Selection of Employees for Retention process.**
- E. Provide for a minimum of 30 calendar days for employees to decide whether they wish to participate.**
- F. Allow employees to select options B, C(i) or C(ii).**
- G. Provide that when the number of volunteers is larger than the required number of positions to be eliminated, where operational requirement permits, volunteers will be selected based on seniority (total years of service in the public service, whether continuous or discontinuous).**

Renumber accordingly

6.2 Alternation

6.2.3 Subject to paragraph 6.2.2, only an opting employee, not a surplus employee, may alternate into an indeterminate position that remains within the Agency.

- (a) Only opting and surplus employees who are surplus as a result of having chosen Option A may alternate into an indeterminate position that remains within the Agency.**

(b) If an alternation is proposed for a surplus employee, as opposed to an opting employee, the Transition Support Measure that is available to the alternate under 6.3.1 (b) or 6.3.1 (c) (i) shall be reduced by one week for each completed week between the beginning of the employee's surplus priority period and the date the alternation is proposed.

6.2.8 An alternation must occur on a given date. The two (2) employees involved directly exchange positions on that given date. There is no provision in alternation for a "domino" effect or for "future considerations".

For clarity, the alternation will not be denied solely as a result of untimely administrative processes.

6.3 Options

6.3.1 Only opting employees will have access to the choice of Options below:

(b) Transition Support Measure (TSM) is a ~~cash~~ payment based on the employee's ~~combined~~ years of service with the Agency (see Annex A) made to an opting employee. Years of service is the combined years of service in the Public Service immediately prior to appointment to the Agency plus years of service with the Agency. Employees choosing this Option must resign but will be considered to be laid-off for purposes of severance pay. *The TSM shall be paid in one (1) or two (2) lump-sum amounts over a maximum two (2)-year period.*

or

(c) Education Allowance is a Transitional Support Measure (see Option (b) above) plus an amount of not more than ~~ten~~ *fifteen* thousand dollars (~~\$10,000.00~~ *\$15,000.00*) for reimbursement of receipted expenses of an opting employee for tuition from a learning institution and costs of books and ~~mandatory~~ *relevant* equipment. Employees choosing Option (c) could either:

6.3.6 Opting employees who choose Option (b) or Option (c) above will be entitled to up to six hundred *one thousand* dollars (~~\$600.00~~ *\$1,000.00*) towards counselling services in respect of their potential re-employment or retirement. Such counselling services may include financial and job placement counselling services.

6.3.7 An opting employee who has received pay in lieu of unfulfilled surplus period, a TSM or an Education Allowance and is re-appointed to ~~that portion of the public service of Canada specified from time to time in Schedule I, IV or V of the Financial Administration Act~~ *the Public Service* shall reimburse the Receiver General for Canada by an amount corresponding to the period from the effective date of such re-appointment or hiring, to the end of the original period for which the TSM or Education Allowance was paid.

The Parties agree to renew the remainder of Appendix B.

**25. APPENDIX D - MEMORANDUM OF UNDERSTANDING – CHIEF FINANCIAL OFFICER
TRANSITIONAL ALLOWANCE**

The Parties agree to eliminate the CFO transitional allowance and as a result delete Appendix D from the Collective Agreement. The CFO transitional allowance will be rolled-into salaries at into the FI-03 and FI-04 levels in year one (1) effective January 1, 2015.

26. JOINT LEARNING PROGRAM

The Union agrees to the Employer's counter proposal as follows:

This letter of understanding does not form part of the Collective Agreement:

Letter of Understanding

between

the Canadian Food Inspection Agency (CFIA)

and

the Public Service Alliance of Canada (PSAC)

with respect to a Joint Learning Program

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

The Agency and the PSAC agree to set up a pilot project ***with respect to a Joint Learning Program.***

The Agency agrees to provide up to one hundred and fifty thousand dollars (\$150,000) to fund the CFIA-PSAC one-year pilot JLP. Furthermore, the parties agree to establish a CFIA-PSAC joint steering committee made up of an equal number of representatives of CFIA and PSAC ***within ninety (90) days of the signing of the Collective Agreement*** in order to govern the JLP pilot project based upon the specific learning and operational needs of the CFIA.

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

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

27. The Union withdraws its *new* proposals regarding the following:

CAREER DEVELOPMENT
NO CONTRACTING OUT
SOCIAL JUSTICE FUND
MEAT HYGIENE ALLOWANCE
CLASSIFICATION
TERM EMPLOYMENT
UNION LEAVE

28. CORRECTION

The Parties agree to amend the Matters Agreed To dated June 9, 2016 re: Appendix "B" to delete the words "or series of payments" from the definition "Education Allowance".

E&OE



Hassan Husseini (PSAC)

November 10, 2017

Date



Brenda Dagenais (CFIA)

November 10, 2017

Date



ANNEX A

Memorandum of Understanding

**Agreement with Respect to Leave for Alliance Business – Cost Recovery
Program and Administrative Services (PA)
Technical Services (TC)
Education and Library Science (EB)
Operational Services (SV)**

This Memorandum of Understanding (MOU) shall form part of the following collective agreements:

- Program and Administrative Services (PA) (expiring June 20, 2018)
- Technical Services (TC) (expiring June 21, 2018)
- Education and Library Science (EB) (expiring June 30, 2018) and
- Operational Services (SV) (expiring August 4, 2018).

As per Article 14.14 of the PA agreement and of the EB agreement as well as per Article 14.15 of the TC agreement and of the SV agreement, effective January 1, 2018:

- Leave granted to an employee under clauses 14.02, 14.09, 14.10, 14.12 and 14.13 of the Collective agreements will be with pay;
- The Public Service Alliance of Canada (the Alliance) will reimburse the Treasury Board (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 as defined in Appendix K of the PA agreement, Appendix L of the EB agreement, Appendix JJ of the TC agreement and Appendix N of the SV agreement.

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

- It is agreed that leave with pay granted under the above-noted clauses for Alliance business will be paid for by the Employer effective January 1, 2018, 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 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 as per the terms established in the Appendices noted above.
- 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.
- The Alliance or Component agrees to reimburse the Department/Agency for the invoice within sixty (60) days of the date of the invoice.



Ian Proulx
Treasury Board Secretariat

Oct 30 2017
Date



Liam McCarthy
Public Service Alliance of Canada

Oct 30, 2017
Date

ANNEX B

APPENDIX "A"
FI - Financial Administration Group
(BUD 99520)

ANNUAL RATES OF PAY
(in dollars)

- X - Effective January 1, 2015 (roll-in of the CFO Transitional Allowance)
- Y - Effective January 1, 2015 (Compression)
- A - Effective January 1, 2015
- B - Effective January 1, 2016
- Z - Effective January 1, 2017 (1.0% Market Adjustment)
- C - Effective January 1, 2017
- D - Effective January 1, 2018

FI-01										
From:	\$	51085	53447	55808	58173	60531	62895	65262	67621	71661
To:	X									
	Y	51085	55200	59315	63430	67545	71661	72378		
	A	51724	55890	60056	64223	68389	72557	73283		
	B	52371	56589	60807	65026	69244	73464	74199		
	Z	52895	57155	61415	65676	69936	74199	74941		
	C	53556	57869	62183	66497	70810	75126	75878		
	D	54225	58592	62960	67328	71695	76065	76826		
FI-02										
From:	\$	62183	65067	67949	70837	73727	76611	79493	84352	
To:	X									
	Y	62183	66617	71051	75485	79919	84352	85196		
	A	62960	67450	71939	76429	80918	85406	86261		
	B	63747	68293	72838	77384	81929	86474	87339		
	Z	64384	68976	73566	78158	82748	87339	88212		
	C	65189	69838	74486	79135	83782	88431	89315		
	D	66004	70711	75417	80124	84829	89536	90431		
FI-03										
From:	\$	78682	81994	85310	88622	91936	95618	101283		
To:	X	78682	81994	85310	88622	91936	95618	102296		
	Y	78682	83405	88128	92851	97574	102296	103319		
	A	79666	84448	89230	94012	98794	103575	104610		
	B	80662	85504	90345	95187	100029	104870	105918		
	Z	81469	86359	91248	96139	101029	105919	106977		
	C	82487	87438	92389	97341	102292	107243	108314		
	D	83518	88531	93544	98558	103571	108584	109668		

FI-04

From:	\$	87876	91601	95333	99066	102798	106940	113305
To:	X	87876	91601	95333	99066	102798	106940	115571
	Y	87876	93415	98954	104493	110032	115571	116727
	A	88974	94583	100191	105799	111407	117016	118186
	B	90086	95765	101443	107121	112800	118479	119663
	Z	90987	96723	102457	108192	113928	119664	120860
	C	92124	97932	103738	109544	115352	121160	122371
	D	93276	99156	105035	110913	116794	122675	123901

Proposal : ER-
Without Prejudice
Tabled: June , 2016 at

1. ARTICLE 2 – INTERPRETATIONS AND DEFINITIONS

The Union agrees to the Employer proposal on 2.01(d) of September 29, 2015.

A2.01 (d) "compensatory leave" means leave with pay in lieu of cash payment for overtime, travelling time compensated at an overtime rate, call-back, reporting pay and standby. The duration of such leave will be equal to the time compensated or the minimum time entitlement multiplied by the applicable overtime rate. The rate of pay to which an employee is entitled during such leave shall be based on the employee's hourly rate of pay as calculated from the classification prescribed in the employee's certificate of appointment on the day immediately prior to the day on which leave is taken; (congé compensatoire)

The Employer withdraws its proposal on 2.01(e) of September 29, 2015.

2. ARTICLE 8 – RECOGNITION

The Employer withdraws its proposal on 8.01 of September 29, 2015.

3. ARTICLE 10 – CHECK-OFF

The Employer withdraws its proposal to modify the title of this article of September 29, 2015.

The Employer withdraws its proposal on 10.04 of September 29, 2015.

The Union agrees to the Employer proposal on 10.06 of September 29, 2015.

10.06 The amounts deducted in accordance with clause 10.01 shall be remitted to the Comptroller of the Union by cheque within a reasonable period of time after deductions are made and shall be accompanied by particulars identifying each employee and the deductions made on the Employee's behalf.

The Employer withdraws its proposal on 10.07 of September 29, 2015.

4. ARTICLE 24 – HOURS OF WORK

The Union agrees to the Employer proposals on 24.04(b)(iv), (v), and (vi) of September 29, 2015.

24.04 (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:

(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 cash-premium payment of twenty dollars (\$20.00) in addition to regular daily pay;

Canadian Food Inspection Agency


Brenda Dagenais

Public Service Alliance of Canada


Hassan Husseini

- (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 cash premium payment of twenty dollars (\$20.00) in addition to regular daily pay.
- (vi) total cash 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.

The Union agrees to the Employer proposals on 24.05(c), (d), and (e) of September 29, 2015.

24.05 For employees who work on a rotating or irregular basis:

- (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 earlier, the employee is entitled to a cash premium payment of twenty dollars (\$20.00) in addition to regular daily pay;
- (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 cash premium payment of twenty dollars (\$20.00) in addition to regular daily pay;
- (e) Total cash premium payment under sub-clauses 24.05(c) and 24.05(d) shall not be more than twenty dollars (\$20.00) per work day.

5. ARTICLE 27 – OVERTIME

The Union agrees to the Employer proposal on 27.02 amended as follows:

27.02 The Employer shall endeavour to make cash payment for overtime by the fourth (4th) week after which the employee submits the request for payment;

6. ARTICLE 38 – VACATION LEAVE WITH PAY

The Union agrees to the Employer proposal on 38.14 of September 29, 2015.

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 in cash 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.

Canadian Food Inspection Agency


Brenda Dagenais

Public Service Alliance of Canada


Hassan Hussein

7. ARTICLE 63 – PAY ADMINISTRATION

The Union agrees to the Employer proposal on 63.08 of September 29, 2015.

~~63.08 When the regular pay day for an employee falls on his or her day of rest, every effort shall be made to issue his or her cheque on his or her last working day, provided it is available at his or her regular place of work.~~

8. APPENDIX “B” – Employment Transition Policy

The Union agrees to the Employer proposal on Appendix B amended as follows:

Education Allowance (*indemnité d'étude*) - 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 cash payment **or series of payments**, equivalent to the Transitional Support Measure (see Annex A), plus a reimbursement of tuition from a recognized learning institution, book and mandatory equipment costs, up to a maximum of ten thousand dollars (\$10,000.00).

Transition Support Measure (*mesure de soutien à la transition*) - is one of three options provided to an opting employee for whom the President cannot guarantee a reasonable job offer. The Transition Support Measure is a cash payment based on the opting employee's years of service in the Agency, as per Annex “A”. Years of service is the combined years of service in the Public Service immediately prior to appointment to the Agency plus years of service with the Agency.

6.3 Options


6.3.1 Only opting employees will have access to the choice of Options below:

(b) Transition Support Measure (TSM) is a cash payment based on the employee's combined years of service with the Agency (see Annex A) made to an opting employee. Years of service is the combined years of service in the Public Service immediately prior to appointment to the Agency plus years of service with the Agency. Employees choosing this Option must resign but will be considered to be laid-off for purposes of severance pay.

Signed in Ottawa on June 9th, 2016
Canadian Food Inspection Agency


Brenda Dagenais

Public Service Alliance of Canada


Hassan Hussein

Matters Agreed to by the Parties:

1. ARTICLE 2 - INTERPRETATIONS AND DEFINITIONS

The Employer agrees to the Union's proposal in Article 2:

2.01 For the purpose of this Agreement:

- I. "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);

2. ARTICLE 11 - USE OF EMPLOYER FACILITIES

The Employer withdraws its proposal in Article 11.02.

The Union withdraws its proposals in Article 11.03, **new** 11.05, and **new** 11.06.

The Parties agree to renew the present language in Article 11.

3. ARTICLE 12 - EMPLOYEE REPRESENTATIVES

The Union withdraws its proposal in Article 12.05 and the Parties agree to renew the present language in Article 12.

4. ARTICLE 18 - NO DISCRIMINATION

The Employer agrees to the Union's proposal in Article 18 as amended below:

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

5. ARTICLE 19 - SEXUAL HARASSMENT

The Union withdraws its proposals in Article 19 title, 19.01, **new** 19.02, 19.02 (proposed as 19.03) and 19.03 (proposed as 19.04) and the Parties agree to renew the present language in Article 19.

6. ARTICLE 21 - HEALTH AND SAFETY

The Union withdraws its proposals in Article new 21.01, 21.01 (proposed as 21.02), new 21.03, and new 21.04 and renews the present language Article 21.

7. ARTICLE 31 - DESIGNATED PAID HOLIDAYS

The Union withdraws its proposals in Article 31.01, 31.05, and new 31.10 and the Parties agree to renew the present language Article 31.

8. ARTICLE 38 - VACATION LEAVE WITH PAY

The Union withdraws its proposals in 38.02(a) and (b).

The Employer agrees to the Union's proposal of Article 38.02(c):

- c. For the purpose of this clause only, all service within the public service and **including** the Canadian Food Inspection Agency, whether continuous or discontinuous, shall count toward vacation leave. ~~except where a person who, on leaving the Canadian Food Inspection Agency or the public service, takes or has taken severance pay. However, the above exception shall not apply to an employee who receives severance pay on lay-off and is re-appointed to the Canadian Food Inspection Agency within one year following the date of lay-off. For greater certainty, severance termination benefits taken under clauses 62.04 to 62.07, or similar provisions in other collective agreements, do not reduce the calculation of service for employees who have not left the public service.~~

The Union agrees to the Employer's proposals in Article 38.13:

Carry-Over and/or Liquidation of Vacation Leave

- 38.13** (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 in ~~cash~~ 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.
- (b) Notwithstanding sub-clause 38.13(a), 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 sixty-two decimal five (262.5) hours of unused vacation leave credits earned during previous years, a minimum of seventy-five (75) hours per year shall be granted, or paid in ~~cash~~ by March 31st of each year, until all vacation leave credits in excess of two hundred and sixty-two decimal five (262.5) 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.

- (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 ~~in-cash~~ 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.
- (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 ~~in-cash~~ 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.

The Employer withdraws its proposals in 38.03, 38.04, 38.05, 38.09, 38.11, and 38.16.

The Parties agree to renew the remainder of the present language in Article 38.

9. ARTICLE 39 - SICK LEAVE WITH PAY

The Employer withdraws its proposal and the Parties agree to renew the present language of Article 39.

10. ARTICLE 41 - INJURY-ON-DUTY LEAVE

The Union withdraws its proposals in Article 41.01 and the Parties agree to renew the present language of Article 41.

11. ARTICLE 46 - LEAVE WITH PAY FOR FAMILY-RELATED RESPONSIBILITIES

The Employer agrees to the Union's proposals in Article 46 of March 2, 2017 as amended below:

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) and 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) or 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.**

46.02 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.

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

- 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;
- b. to provide for the immediate and temporary care of a sick member of the employee's family and to provide an employee with time to make alternate care arrangements where the illness is of a longer duration;
- c. to provide for the immediate and temporary care of an elderly member of the employee's family;
- d. leave with pay for needs directly related to the birth or to the adoption of the employee's child.
- e. ~~seven decimal five (7.5) hours out of the thirty-seven decimal five (37.5) hours stipulated in clause 46.02 above may be used:~~
 - ~~(e)i. to attend school functions, if the supervisor was notified of the functions as far in advance as possible;~~
 - ~~(f)ii. to provide for the employee's child in the case of an unforeseeable closure of the school or daycare facility;~~
 - (g)iii. *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.**
- ~~f. eight (8) hours out of the forty (40) hours stipulated in clause 46.02 above, where the standard workweek is forty (40) hours, may be used:~~
 - ~~i. to attend school functions, if the supervisor was notified of the functions as far in advance as possible;~~
 - ~~ii. to provide for the employee's child in the case of an unforeseeable closure of the school or daycare facility;~~
 - ~~iii. 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.~~

12. ARTICLE 50 - BEREAVEMENT LEAVE WITH PAY

The Employer agrees to the Union's proposals of March 2, 2017:

50.01 When a member of the employee's family dies, the employee shall be entitled to a bereavement **leave with pay** ~~period of seven (7) consecutive calendar days~~. Such bereavement ~~period~~ **leave**, as determined by the employee, must include the day of the memorial commemorating the deceased or must begin within two (2) days following the death. During such period the employee shall be paid for those days which are not regularly scheduled days of rest for the employee. In addition, the employee may be granted up to three (3) days' leave with pay for the purpose of travel related to the death.

(a) At the request of the employee, such bereavement leave with pay may be taken in a single period of seven (7) consecutive calendar days or may be taken in two (2) periods to a maximum of five (5) working days.

(b) When requested to be taken in two (2) periods:

- i. The first period must include the day of the memorial commemorating the deceased or must begin within two (2) days following the death; and*
- ii. The second period must be taken no later than twelve (12) months from the date of death for the purpose of attending a ceremony.*
- iii. The employee may be granted no more than three (3) days' leave with pay, in total, for the purposes of travel for these two (2) periods.*

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

50.03 If, during a period of ~~paid sick leave, vacation leave or compensatory leave~~, an employee is bereaved in circumstances under which he or she would have been eligible for bereavement leave with pay under clauses 50.01 and 50.02, the employee shall be granted bereavement leave with pay and his or her paid leave credits shall be restored to the extent of any concurrent bereavement leave with pay granted.

13. ARTICLE 53 - EDUCATION LEAVE WITHOUT PAY, CAREER DEVELOPMENT LEAVE WITH PAY AND EXAMINATION LEAVE WITH PAY

The Union withdraws its proposal in Article 53.05 and the Parties agree to renew the present language of Article 53.

June 22, 2017

14. ARTICLE 61 - PART-TIME EMPLOYEES

The Employer withdraws its new proposal in Article 61.XX and the Parties agree to renew the present language in Article 61.

15. ARTICLE 62 - SEVERANCE PAY

The Employer withdraws its placeholder and the Parties agree to renew the present language of Article 62.

16. ARTICLE 64 - NATIONAL JOINT COUNCIL AGREEMENTS

The Employer withdraws its proposal in Article 64.02 and the Parties agree to renew the present language Article 64.

17. FITNESS/WELLNESS ALLOWANCE

The Union withdraws this new proposal.

18. WHISTLEBLOWING

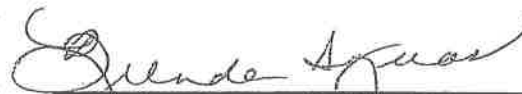
The Union withdraws this new proposal.

19. UNIFORMS

The Union withdraws this new proposal.



Hassan Husseini (PSAC)



Brenda Dagenais (CFIA)

June 22, 2017

Date

June 22, 2017

Date

MATTERS AGREED TO BY THE PARTIES

1. ARTICLE 3 - APPLICATION

The Employer withdraws its proposal re Article 3.03.
The Parties agree to renew the present language in Article 3.

2. ARTICLE 13 - LEAVE WITH OR WITHOUT PAY FOR UNION BUSINESS

The Union confirms its previous withdrawal of Article 13.01 (proposed as 13.02), 13.07 (proposed as 13.08), and its new proposal in Article 13.15 as listed in its Summary of Outstanding Proposals shared in June 2017.

3. ARTICLE 17 - GRIEVANCE PROCEDURE

The Union withdraws its proposals in Article 17.11, 17.13, and 17.18 and the Parties agree to renew the current language in Article 17.

4. ARTICLE 33 - TRAVELLING TIME

The Union confirms its previous withdrawal of Article 33.04 and 33.07 as listed in its Summary of Outstanding Proposals shared in June 2017.

5. ARTICLE 34 - COMPENSATORY LEAVE WITH PAY

The Employer withdraws its proposals in Article 34.01, 34.03, 34.04 and new 34.06.
The Union confirms its previous withdrawal of Articles 34.01, 34.03, and 34.05 as listed in its Summary of Outstanding Proposals shared in June 2017.

6. ARTICLE 45 - LEAVE WITHOUT PAY FOR THE CARE OF FAMILY

The Employer withdraws its proposal in 45.04.

The Union withdraws its proposal in 45.02.

The Parties agree to renew the present language in Article 45.

7. ARTICLE 51 - COURT LEAVE

The Employer withdraws its proposal in Article 51.01.

The Parties agree to renew the present language in Article 51.

September 21, 2017

8. ARTICLE 58 - EMPLOYEE PERFORMANCE REVIEW AND EMPLOYEE FILES

The Union confirms its previous withdrawal of Articles new 58.05, new 58.06 and new 58.09 as listed in its Summary of Outstanding Proposals shared in June 2017.

9. APPENDICES and MOU

The Union withdraws its new proposals regarding the following:

Leave with Income Averaging
Pre-Retirement Transition Leave
Self-Funded Leave



Hassan Husseini (PSAC)

Sept. 21, 2017

Date



Brenda Dagenais (CFIA)

Sept 21, 2017

Date

September 22, 2017

MATTERS AGREED TO BY THE PARTIES

1. ARTICLE 54: LEAVE WITH OR WITHOUT PAY FOR OTHER REASONS

The Employer withdraws its proposal in Article 54.01.

The Union withdraws its proposal in Article 54.04.

The Parties agree to renew the present language in Article 54.

2. ARTICLE 60: WASH UP TIME

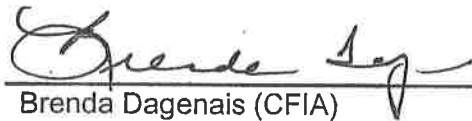
The Employer withdraws its placeholder re: the Memorandum of Understanding (MOU) re Wash-Up Time (Appendix G).

The Union withdraws its proposals in Article 60.01 and 60.02.

The Parties agree to maintain the present Memorandum of Understanding (MOU) re Wash-Up Time in the Collective Agreement for the purposes of follow-up and finalization of the current consultations.



Hassan Husseini (PSAC)



Brenda Dagenais (CFIA)

Sept. 22, 2017

Date

Sept. 22, 2017

Date

MATTERS AGREED TO BY THE PARTIES

1. ARTICLE 16 - DISCIPLINE

The Parties agree to the following:

- 16.01** When an employee is suspended from duty or terminated in accordance with paragraph 12.(2)(c) of the *Financial Administration Act*, the Employer ~~undertakes to~~ **shall** notify the employee in writing of the reason for such suspension or termination. The Employer shall endeavour to give such notification at the time of suspension or termination.
- 16.02** When an employee is required to attend a meeting, the purpose of which is to conduct a disciplinary hearing concerning him or her or to render a disciplinary decision concerning him or her, the employee is entitled to have, at his or her request, a representative of the Union attend the meeting. Where practicable, the employee shall receive a minimum of ~~one (1)~~ **two (2)** day's notice of such a meeting.

The Employer confirms its withdrawal of its proposal in Article 16.05.

The Union confirms its withdrawal of its proposals in Article 16.03 and ~~new~~ 16.06 from its September 21, 2017 counter-proposal.

2. ARTICLE 26 - SHIFT PREMIUMS

The Union withdraws its proposals in 26.01 and 26.02.

The Employer withdraws its proposals in 26.01.

The Parties agree to renew the current language in Article 26.

3. ARTICLE 28 - CALL-BACK PAY

The Union withdraws its proposals in 28.06.

The Union agrees to the Employer proposal on 28.05 amended as follows:

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

The Parties agree to renew the remainder of Article 28.

October 19, 2017

4. ARTICLE 29 - STANDBY

The Union agrees to the Employer proposal on 29.04(c) amended as follows:

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

The Parties agree to renew the remainder of Article 29.

5. ARTICLE 30 - REPORTING PAY

The Union agrees to the Employer proposal on 30.05 amended as follows:

30.05 The Employer shall endeavour to make ~~cash~~ payment for ~~overtime~~ *reporting pay compensation* by the fourth (4th) week after which the employee submits the request for payment;

The Parties agree to renew the remainder of Article 30.

6. ARTICLE 33 - TRAVELLING TIME

The Union withdraws its proposal in Article 33.02(b) and the Parties agree to renew the present language in Article 33.

7. ARTICLE 40 - MEDICAL APPOINTMENT FOR PREGNANT EMPLOYEES

The Union withdraws its proposals in Article 40 title, 40.01, ~~new~~ 40.02, 40.02 (proposed as 40.03), ~~new~~ 40.04, and ~~new~~ 40.05 and the Parties agree to renew the present language in Article 40.

8. ARTICLE 56 - STATEMENT OF DUTIES

The Employer withdraws its proposal in Article 56.01.

The Union confirms its withdrawal of its proposals in 56.01, ~~new~~ 56.02, and ~~new~~ 56.03 from its counter-proposal of September 21, 2017.

The Parties agree to renew the present language in Article 56.

October 19, 2017

9. ARTICLE 63 - PAY ADMINISTRATION

The Employer withdraws its proposals in 63.03 and 63.07.

The Union withdraws its proposal in 63.07.

The Parties agree to renew the present language in Article 63.

10. The Union withdraws is *new* proposals regarding the following:

TERM EMPLOYMENT

CHILDCARE

CAREER DEVELOPMENT (to be dealt with in Article 53.06)

E&OE



Hassan Hussein (PSAC)



Brenda Dagenais (CFIA)

Oct. 20, 2017

Date

October 20, 2017

Date