



File: 2122-995-3

January 15, 2018

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

**RE: TENTATIVE AGREEMENT**

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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, except for the FI's who will receive an extra market adjustment of .5% in the 3<sup>rd</sup> year of the CA instead of the signing bonus.

- 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.

### **(NEW) – Domestic Violence**

The Parties agreed to a Letter of Understanding (not to form part of the Collective Agreement) regarding Domestic Violence. The LOU acknowledges and recognizes the workplace can play a role in supporting employees affected by domestic violence; provides for the establishment of a Joint Committee within 90 days of signing of the collective agreement. The goal is to study workplace practices to support employees experiencing domestic violence with a view to making recommendations to the Employer, including consideration for 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.

Your Bargaining Team, comprising of:

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unanimously recommends acceptance of this tentative agreement.

In solidarity,



Chris Aylward  
National Executive Vice-President

cc: National Board of Directors  
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