



Public Service Alliance of Canada  
Alliance de la Fonction publique du Canada

**TENTATIVE AGREEMENT**

**PUBLIC SERVICE ALLIANCE OF CANADA (PSAC)**

**CANADIAN FOOD INSPECTION AGENCY (CFIA)**

COMPRISING EMPLOYEES IN THE FOLLOWING CLASSIFICATIONS:

Administrative Services (AS)  
Clerical and Regulatory (CR)  
Engineering and Scientific Support Group (EG)  
Financial Management Group (FI)  
General Labour and Trades (GL)  
General Services (GS)  
Heating, Power and Stationary Plant Operations (HP)  
Information Services (IS)  
Programme Administration (PM)  
Social Science Support Group (SI)

March 21<sup>st</sup>, 2014

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

**RE: TENTATIVE AGREEMENT**

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PSAC has reached a tentative agreement with the Canadian Food Inspection Agency (CFIA) on behalf of the PSAC bargaining unit. If ratified, the new Collective Agreement will expire on December 31, 2014, for a duration of three years.

The following are some of the highlights of the tentative agreement:

**Wage Increases and other economic improvements:**

PSAC has achieved the following salary increases for the CFIA bargaining unit:

1. 1.75% retroactive to January 1, 2012
2. 1.50% retroactive to January 1, 2013
3. 2.00% retroactive to January 1, 2014

**SI wage adjustment**

The SI wages will be adjusted to the rates of pay for the SI Group at Parks Canada.

**Chief Financial Officer (CFO) transitional allowance (FI Group)**

The CFO transitional allowance will be rolled in (2% of maximum level at FI-01 and FI-02 levels), or a portion (2% of the level maximum at the FI-03 and FI-4 levels) of the allowances at the maximum of the FI-01 through FI-04 levels. The CFO transitional allowance will be provided to position incumbents at the FI-03 and FI-04 levels effective January 1, 2012.

**AS-02 Compensation Advisors**

An annual retention allowance of \$2,000 will be payable retroactive as of January 1, 2012 to all incumbents of AS-02 compensation advisor positions.

## **Changes to severance on retirement and resignation**

Severance entitlements for retirement and resignation will cease to accumulate one month following the date of signing of the collective agreement.

CFIA indeterminate employees will have three options to cash-out of accumulated voluntary severance calculated at the rate of one week of pay for each year of continuous employment up to a maximum of 30 years of continuous employment, with the cash out for partial years of service prorated.

This voluntary severance cash-out extends to term employees who would not normally receive severance at the end of their terms. Under this agreement, term employees with at least one year of employment will receive a one-time cash out of one week for each year of continuous employment.

Currently, there is no voluntary severance for employees who resign before 10 years of continuous employment and only ½ week pay for each year of service for those who have more than 10 years of service. Under this agreement, the voluntary severance cash-out is at one week of pay per year of continuous employment for all employees in the bargaining unit.

Members have three options to cash out:

1. Immediately cash out their severance at their substantive position rate of pay.
2. Retain the accumulated weeks of severance with a payout on termination or retirement, based on the rate of pay of the employee's substantive position at the date of termination.
3. Cash out some of their severance (a "round" number of weeks) at their substantive position rate of pay, with the remainder to be paid upon termination or retirement based on the rate of pay of the employee's substantive position at the date of termination.

### **Protection of Severance for Involuntary Departure**

The accumulation of severance entitlements will continue for cases of lay-off, death, termination on probation, and termination for reasons of incapacity or incompetence.

### **Enhanced severance pay in situations of lay off**

PSAC has achieved an amendment to the collective agreement that enhances the severance pay entitlement in situations of lay-off that improves with seniority.

- Employees with less than 10 years of continuous employment will still get 2 weeks of severance pay for the first year of continuous employment plus one week for each year of service thereafter.
- Employees with more than 10 years of continuous employment will get 3 weeks of severance pay for the first year of continuous employment instead of the current 2 weeks plus one week for each year of continuous employment thereafter.
- Employees with more than 20 years of continuous employment will get 4 weeks of severance pay for the first year of continuous employment instead of the current 2 weeks plus one week for each year of continuous employment thereafter.

**Note that the payouts will actually be calculated at the rate of pay in effect one month after the date of signing of the collective agreement, after all the economic increases take effect.**

### **Better protections for term employees**

- PSAC has achieved increments based on cumulative service for term employees.
- Term employees will now have their unused sick leave credits reinstated if they are rehired within one year of a specified year of employment.
- Term employees with at least one year of service will also benefit from the severance payout described above.

### **Employment Transition Policy**

The employer has agreed to increase the opting period for employees from 90 to 120 days and make the amendments throughout the Transition Policy to reflect this change.

### **Wash-up time**

The parties have signed a Memorandum of Understanding that will require them to meet within 90 days of ratification of the collective agreement to resolve scheduling and operational issues to ensure that inspectors in meat plants have adequate wash-up time during and at the end of the work day.

## **Hours of work**

Another MOU requires the employer, within 90 days of ratification, to meaningfully consult within the union on any employer plans to schedule weekend shifts for employees not currently working weekends, prior to the implementation of any such shift.

## **Leave with or without pay for union business**

The employer has committed to issuing an Interpretation Bulletin to management within 10 days of ratification of the collective agreement, advising that union representatives will be on leave with pay when meeting with the employer by videoconference or teleconference in grievance meetings that take place outside the representatives' headquarters area. These meetings are deemed to be "within his or her headquarters area" for the purpose of Articles 13.07 and 13.08.

## **Sick leave certificates**

The employer has agreed to issue an Interpretation Bulletin to management within 14 days of ratification of the collective agreement advising on when it is appropriate to request medical certificates from employees.

## **Vacation scheduling**

When a vacation schedule cannot be agreed upon among employees in a workplace, years of service (seniority) shall be the determining factor in deciding which requests shall be granted by the employer.

## **Personal and volunteer leave**

Notice for this leave has been decreased from 10 days to five days.

## **Bereavement leave**

Bereavement leave entitlement is improved to period of 7 consecutive calendar days instead of 5 calendar days.

## **Family-Related Responsibility Leave**

More flexibility for leave with pay for family related responsibilities to allow 7.5 hours for situations such as attending school functions and appointments with financial or legal representatives.

## Canadian Forces Service Recognition for Vacation Credits

Effective April 1, 2012, members with prior service in the Canadian Forces will have their service recognized for the purpose of calculation of vacation credits.

Your bargaining team comprising:

Rick Cormier  
Raphael Tarasco  
Marlene O'Neil  
Paul Wurdell  
Barbara Kristjansson  
Randy Olynyk  
Terri Lee  
Bob Kingston, President, Agriculture Union  
Julie Chiasson, PSAC Research Officer  
Gail Lem, PSAC Negotiator

Unanimously recommends acceptance of the tentative agreement.

In Solidarity,



Chris Aylward  
National Executive Vice-President

## **Improvements to Compensation**

### **APPENDIX A – ANNUAL RATES OF PAY**

- Effective January 1, 2012 – 1.75% (includes 0.25% for change to severance pay)
- Effective January 1, 2013 – 1.50%
- Effective January 1, 2014 – 2.00% (includes 0.50% for change to severance pay)

### **APPENDIX A – RATES OF PAY – SOCIAL SCIENCE SUPPORT GROUP (SI)**

The Parties agree to restructure the Social Science Support (SI) Group rates of pay effective January 1, 2012 to align with the SI rates of pay currently in place at Parks Canada prior to general economic increases being applied.

### **APPENDIX D – MEMORANDUM OF UNDERSTANDING BETWEEN THE CANADIAN FOOD INSPECTION AGENCY (CFIA) AND THE PUBLIC SERVICE ALLIANCE OF CANADA (PSAC) IN RESPECT OF THE FINANCIAL MANAGEMENT (FI) GROUP**

#### **FI Classification adjustment based on Treasury Board rates**

Roll-in all (2% of the level maximum at the FI-01 and FI-02 levels), or a portion (2% of the level maximum at the FI-03 and FI-04 levels), of the allowance at the maximum of the FI-01 through FI-04 levels. The percentage of the transitional allowance will be rolled-in on January 1, 2012 prior to general economic increases being applied.

**Appendix "D"**  
**Memorandum of Agreement Between the**  
**Canadian Food Inspection Agency (CFIA)**  
**and the**  
**Public Service Alliance of Canada (PSAC)**  
**in respect of the Financial Management (FI) Group**

**Preamble**

The CFIA will provide a CFO Transitional Allowance to incumbents of positions at the FI-01 through **FI-03 and** FI-04 levels for the performance of duties in the Financial Management (FI) Group.

**Application**

1. The parties agree that incumbents of positions identified above shall be eligible to receive a "Chief Financial Officer (CFO) Transitional Allowance" as specified in 1(a) subject to the following conditions:
  - a. Effective January 1, **2012-2007**, a Transitional Allowance is to be paid to employees at the maximum of each level in accordance with the following grid:

<b>Chief Financial Officer (CFO) Transitional Allowance</b>	
	<b>Percentage (%) of Level Maximum</b>
<b>FI-01</b>	<b>2%</b>
<b>FI-02</b>	<b>2%</b>
<b>FI-03</b>	<b>1%3%</b>
<b>FI-04</b>	<b>2%4%</b>

- b. The Chief Financial Officer (CFO) Transitional Allowance specified above does not form part of an employee's salary.

- c. The Chief Financial Officer (CFO) Transitional Allowance for each calendar month for which the employee receives at least ten (10) days' pay.
  - d. The Allowance shall not be paid to or in respect of a person who ceased to be a member of the bargaining unit prior to the date of signing of this Agreement.
  - e. The value of the Chief Financial Officer (CFO) Transitional Allowance payable is at the value specified in 1(a) for the level prescribed in the certificate of appointment of the employee's substantive position.
2. Part-time employees shall be entitled to the Allowance on a pro rata basis.
  3. The parties agree that disputes arising from the application of this Memorandum of Understanding may be subject to consultation.
  4. This Memorandum of Understanding expires on December 31, ~~2014~~2011.

**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**

*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 AS-02 Compensation Advisors, the Employer will provide an allowance to incumbents of AS-02 Compensation Advisor positions for the performance of Compensation and Benefit duties at the Canadian Food Inspection Agency.***

**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 and ending December 31, 2014, AS-02 Compensation Advisors who perform the duties of the positions identified 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**

**Daily amount: \$7.67**

- 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 2(b) for the level prescribed in the certificate of appointment of the employee's AS-02 position.**

- f. When an AS-02 Compensation Advisor is required by the Employer to perform the duties of a higher classification level 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.**
- 3. A part-time AS-02 Compensation Advisor 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.**
- 4. An employee shall not be entitled to the allowance for periods he/she is on leave without pay or under suspension.**
- 5. This Memorandum of Understanding expires on December 31, 2014.**

## **PAY NOTES**

- (A) PAY INCREMENTS GENERAL** (See PAY INCREMENTS – SPECIFIC notes for exceptions *to sub-paragraphs 1 (a) to 1 (c)*).

### **Pay Increments for Full-Time and Part-Time Employees**

1. (a) The pay increment period for all employees is twelve (12) months.

(b) The pay increment date for employees appointed to a position in the bargaining unit on promotion, demotion or from outside the Public Service on or after the date of signing of this Agreement shall be the anniversary date of such appointment.

(c) For employees appointed prior to the date of signing of this Agreement their anniversary date will be the date on which the employees received their last pay increment.

**(d) The pay increment period for term employees is fifty-two (52) weeks. A pay increment shall be to the next rate in the scale of rates.**

**(e) An employee appointed to a term position shall receive an increment after having reached fifty-two (52) weeks of cumulative service. For the purposes of defining when a determinate employee will be entitled to**

*go to the next salary increment, "cumulative" means all service whether continuous or discontinuous within the Agency at the same occupational group and level.*

## **Work Life Balance**

### **ARTICLE 37 – VACATION LEAVE WITH PAY**

- 37.02 (c)** 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 61.04 to 61.07, or similar provisions in other collective agreements, do not reduce the calculation of service for employees who have not left the public service.***
- (d)** ***For the purpose of clause 37.02 (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.***

### **37.04 Scheduling of Vacation Leave with Pay**

- (e)** ***employees in each work group shall be encouraged to co-operatively establish an agreed-upon vacation schedule that meets their needs and the operational requirements determined by the Employer;***
- (f)** ***when a vacation schedule cannot be agreed upon or does not meet operational requirements, years of service as defined in Article 37.02 (c) shall be used as the determining factor in deciding which requests shall be granted by the Employer.***

### **37.15 Appointment to a Schedule I, IV or V Employer**

Notwithstanding clause 37.09, an employee who resigns to accept employment with an organization listed in Schedule I, IV or V of the *Financial Administration Act* may choose not to be paid for **earned but** unused vacation leave credits provided that the appointing organization will accept such credits.

## **ARTICLE 38 – SICK LEAVE WITH PAY**

**Sub-clauses 38.04(a) does not apply to bargaining unit employees classified as GL or GS.**

**38.04 (a)** When an employee has insufficient or no credits to cover the granting of sick leave with pay under the provisions of clause 38.02, sick leave with pay may, at the discretion of the Employer, be granted to an employee for a period of up to one hundred and eighty-seven decimal five (187.5) hours, subject to the deduction of such advanced leave from any sick leave credits subsequently earned **with the Employer**.

**Sub-clauses 38.04(b) apply only to bargaining unit employees classified as GL or GS.**

(b) When an employee has insufficient or no credits to cover the granting of sick leave with pay under the provisions of clause 38.02, sick leave with pay may, at the discretion of the Employer, be granted to an employee for a period of up to two hundred (200) hours, subject to the deduction of such advanced leave from any sick leave credits subsequently earned **with the Employer**.

**38.09 Sick leave credits earned but unused by an employee during a previous period of employment at the Agency shall be restored to an employee whose employment was terminated due to the end of a specified period of employment, and who is re-appointed to the Agency within one (1) year from the end of the specified period of employment.**

## **MEMORANDUM OF UNDERSTANDING: SICK LEAVE WITH PAY**

The Parties agree to a Memorandum of Understanding outside of the Collective Agreement with the following language:

### **Memorandum of Understanding**

Within fourteen (14) days of ratification, the Employer will issue an Interpretation Bulletin to Management regarding Article 38 providing guidance on requesting medical certificates, such as:

- Types of circumstances where it may be appropriate to request a medical certificate
- Types of circumstances where a medical certificate may not be required
- Timing for the request for and delivery of the medical certificate
- Importance of consistent application
- Reasons a medical certificate may be requested as proof of being sick in addition to a leave form signed by the employee

## **ARTICLE 45 – LEAVE WITH PAY FOR FAMILY-RELATED RESPONSIBILITIES**

### **Excluded Provisions**

**Sub-clause 45.03 (e) does not apply to bargaining unit employees classified as GL or GS.**

### **Alternate Provisions**

**Sub-clause 45.03 (f) applies only to bargaining unit employees classified as GL or GS.**

**45.03** Subject to clause 45.02, 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 45.02 above 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.**
- (f) **eight (8) hours out of the forty (40) hours stipulated in clause 45.02 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.**

## **ARTICLE 49 – BEREAVEMENT LEAVE WITH PAY**

**49.01** When a member of the employee's family dies, the employee shall be entitled to a bereavement period of ~~five (5)~~ **seven (7)** consecutive calendar days. Such bereavement period, 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.

## **ARTICLE 53 – LEAVE WITH OR WITHOUT PAY FOR OTHER REASONS**

### **53.02 Volunteer Leave**

**Sub-clauses 53.02(a) does not apply to bargaining unit employees classified as GL or GS.**

**Sub-clauses 53.02(b) applies only to bargaining unit employees classified as GL or GS.**

- (a) Subject to operational requirements as determined by the Employer and with an advance notice of at least ~~ten (10)~~ **five (5)** days, the employee shall be granted, in each fiscal year, **seven decimal five hours** ~~one (1) day's~~ leave with pay to work as a volunteer for a charitable or community organization or activity, other than for activities related to the Government of Canada Workplace Charitable Campaign. For purposes of this clause, a day is equal to seven decimal five (7.5) hours.
  
- (b) Subject to operational requirements as determined by the Employer and with an advance notice of at least ~~ten (10)~~ **five (5)** days, the employee shall be granted, in each fiscal year, **eight hours** ~~one (1) day's~~ leave with pay to work as a volunteer for a charitable or community organization or activity, other than for activities related to the Government of Canada Workplace Charitable Campaign. For purposes of this clause, a day is equal to eight (8) hours.

- (c) The leave will be scheduled at a time convenient both to the employee and the Employer. Nevertheless, the Employer shall make every reasonable effort to grant the leave at such a time as the employee may request.

### **53.03 Personal Leave**

**Sub-clauses 53.03(a) does not apply to bargaining unit employees classified as GL or GS.**

**Sub-clauses 53.03(b) applies only to bargaining unit employees classified as GL or GS.**

- (a) Subject to operational requirements as determined by the Employer and with an advance notice of at least ~~ten (10)~~ **five (5)** days, the employee shall be granted, in each fiscal year, **seven decimal five hours** ~~one (1)~~ day's leave with pay for reasons of a personal nature. For purposes of this clause, a day is equal to seven decimal five (7.5) hours.
- (b) Subject to operational requirements as determined by the Employer and with an advance notice of at least ~~ten (10)~~ **five (5)** days, the employee shall be granted, in each fiscal year, **eight hours** ~~one (1)~~ day's leave with pay for reasons of a personal nature. For purposes of this clause, a day is equal to eight (8) hours.
- (c) The leave will be scheduled at a time convenient both to the employee and the Employer. Nevertheless, the Employer shall make every reasonable effort to grant the leave at such a time as the employee may request.

## **Other Changes**

### **Severance**

Severance entitlements for retirement and resignation will cease to accumulate starting one month following the date of signing of the collective agreement.

CFIA indeterminate employees will have three options to cash-out of accumulated voluntary severance calculated at the rate of one week of pay for each year of continuous employment up to a maximum of 30 years of continuous employment, with the cash out for partial years of service prorated.

This voluntary severance cash-out extends to term employees who would not normally receive severance at the end of their terms. Under this agreement, term employees with at least one year of employment will receive a one-time cash out of one week for each year of continuous employment.

Currently, there is no voluntary severance for employees who resign before 10 years of continuous employment and only ½ week pay for each year of service for those who have more than 10 years of service. Under this agreement, the voluntary severance cash-out is at one week of pay per year of continuous employment for all employees in the bargaining unit.

Members have three options to cash out:

1. Immediately cash out their severance at their substantive position rate of pay.
2. Retain the accumulated weeks of severance with a payout on termination or retirement, based on the rate of pay of the employee's substantive position at the date of termination.
3. Cash out some of their severance (a "round" number of weeks) at their substantive position rate of pay, with the remainder to be paid upon termination or retirement based on the rate of pay of the employee's substantive position at the date of termination.

### **Protection of Severance for Involuntary Departure**

The accumulation of severance entitlements will continue for cases of lay-off, death, termination on probation, and termination for reasons of incapacity or incompetence.

### **Enhanced severance pay in situations of lay off**

PSAC has achieved an amendment to the collective agreement that enhances the severance pay entitlement in situations of lay-off that improves with seniority.

- Employees with less than 10 years of continuous employment will still get 2 weeks of severance pay for the first year of continuous employment plus one week for each year of service thereafter.

- Employees with more than 10 years of continuous employment will get 3 weeks of severance pay for the first year of continuous employment instead of the current 2 weeks plus one week for each year of continuous employment thereafter.
- Employees with more than 20 years of continuous employment will get 4 weeks of severance pay for the first year of continuous employment instead of the current 2 weeks plus one week for each year of continuous employment thereafter.

**Note that the payouts will actually be calculated at the rate of pay in effect one month after the date of signing of the collective agreement, after all the economic increases take effect.**

### **Monetary value of the severance cash-out**

The monetary value of the severance cash-out varies considerably from person to person, depending on their years of continuous employment, their career plan, and the option they choose for their cash out. Under what PSAC has negotiated, all employees (including term employees with at least one year of continuous employment) will have a calculation made of total years of continuous employment as of the date of signing of the new contract.

The following chart shows examples of the before tax value of the cash out by years of continuous employment and annual salary.

Years of Continuous Employment versus Annual Salary	\$30,000	\$35,000	\$40,000	\$45,000	\$50,000	\$55,000	\$60,000	\$65,000	\$70,000	\$75,000
1	575	671	767	862	958	1,054	1,150	1,246	1,342	1,437
2	1,150	1,342	1,533	1,725	1,917	2,108	2,300	2,492	2,683	2,875
3	1,725	2,012	2,300	2,587	2,875	3,162	3,450	3,737	4,025	4,312
4	2,300	2,683	3,067	3,450	3,833	4,216	4,600	4,983	5,366	5,750
5	2,875	3,354	3,833	4,312	4,791	5,271	5,750	6,229	6,708	7,187
6	3,450	4,025	4,600	5,175	5,750	6,325	6,900	7,475	8,050	8,625
7	4,025	4,696	5,366	6,037	6,708	7,379	8,050	8,720	9,391	10,062
8	4,600	5,366	6,133	6,900	7,666	8,433	9,200	9,966	10,733	11,500
9	5,175	6,037	6,900	7,762	8,625	9,487	10,350	11,212	12,075	12,937
10	5,750	6,708	7,666	8,625	9,583	10,541	11,500	12,458	13,416	14,374
11	6,325	7,379	8,433	9,487	10,541	11,595	12,649	13,704	14,758	15,812
12	6,900	8,050	9,200	10,350	11,500	12,649	13,799	14,949	16,099	17,249
13	7,475	8,720	9,966	11,212	12,458	13,704	14,949	16,195	17,441	18,687
14	8,050	9,391	10,733	12,075	13,416	14,758	16,099	17,441	18,783	20,124
15	8,625	10,062	11,500	12,937	14,374	15,812	17,249	18,687	20,124	21,562
16	9,200	10,733	12,266	13,799	15,333	16,866	18,399	19,933	21,466	22,999
17	9,775	11,404	13,033	14,662	16,291	17,920	19,549	21,178	22,807	24,437
18	10,350	12,075	13,799	15,524	17,249	18,974	20,699	22,424	24,149	25,874
19	10,925	12,745	14,566	16,387	18,208	20,028	21,849	23,670	25,491	27,311
20	11,500	13,416	15,333	17,249	19,166	21,082	22,999	24,916	26,832	28,749
21	12,075	14,087	16,099	18,112	20,124	22,137	24,149	26,161	28,174	30,186
22	12,649	14,758	16,866	18,974	21,082	23,191	25,299	27,407	29,515	31,624
23	13,224	15,429	17,633	19,837	22,041	24,245	26,449	28,653	30,857	33,061
24	13,799	16,099	18,399	20,699	22,999	25,299	27,599	29,899	32,199	34,499
25	14,374	16,770	19,166	21,562	23,957	26,353	28,749	31,145	33,540	35,936
26	14,949	17,441	19,933	22,424	24,916	27,407	29,899	32,390	34,882	37,374
27	15,524	18,112	20,699	23,287	25,874	28,461	31,049	33,636	36,224	38,811
28	16,099	18,783	21,466	24,149	26,832	29,515	32,199	34,882	37,565	40,248
29	16,674	19,453	22,232	25,011	27,791	30,570	33,349	36,128	38,907	41,686
30	17,249	20,124	22,999	25,874	28,749	31,624	34,499	37,374	40,248	43,123

Note that the payouts will actually be calculated at the rate of pay in effect one month following on the date of signing of the collective agreement, after all the economic increase take effect.

Negotiated language:

## ARTICLE 61 – SEVERANCE PAY

***Effective on (DATE one month from the date of signing), paragraphs 61.01 (b) and (d) are deleted from this Collective Agreement.***

**61.01** Under the following circumstances and subject to clause 61.02, an employee shall receive severance benefits calculated on the basis of the weekly rate of pay to which he or she is entitled for the classification prescribed in his or her certificate of appointment on the date of his or her termination of employment.

### **(a) Lay-Off**

- (i) On the first lay-off, ~~two (2) weeks' pay~~ for the first complete year of continuous employment, ***two (2) weeks' pay, or three (3) weeks' pay for employees with ten (10) or more but less than twenty (20) years of continuous employment, or four (4) weeks' pay for employees with twenty or more years of continuous employment, plus*** and one (1) week's pay for each additional complete year of continuous employment and, in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by three hundred and sixty-five (365).
  
- (ii) On second or subsequent lay-off, one (1) week's pay for each complete year of continuous employment and, in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by 365, less any period in respect of which the employee was granted severance pay under paragraph (a)(i).

### **(b) Resignation**

On resignation, subject to sub-clause 61.01(d) and with ten (10) or more years of continuous employment, one-half (0.5) week's pay for each complete year of continuous employment up to a maximum of twenty-six (26) years with a maximum benefit of thirteen (13) weeks' pay.

**(c) Rejection on Probation**

On rejection on probation, when an employee has completed more than one (1) year of continuous employment and ceases to be employed by reason of rejection during a probationary period, one (1) week's pay.

**(d) Retirement**

(i) On retirement, when an employee is entitled to an immediate annuity under the *Public Service Superannuation Act* or when the employee is entitled to an immediate annual allowance, under the *Public Service Superannuation Act*,

or

(ii) a part-time employee, who regularly works more than thirteen decimal five (13.5) but less than thirty (30) hours a week, and who, if he or she were a contributor under the *Public Service Superannuation Act*, would be entitled to an immediate annuity thereunder, or who would have been entitled to an immediate annual allowance if he or she were a contributor under the *Public Service Superannuation Act*, a severance payment in respect of the employee's complete period of continuous employment, comprised of one (1) week's pay for each complete year of continuous employment and, in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by three hundred and sixty-five (365) to a maximum of thirty (30) weeks' pay.

**(e) Death**

If an employee dies, there shall be paid to the employee's estate a severance payment in respect of the employee's complete period of continuous employment, comprised of one (1) week's pay for each complete year of continuous employment and, in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by three hundred and sixty-five (365) to a maximum of thirty (30) weeks' pay, regardless of any other benefit payable.

(f) **Termination for Cause for Reasons of Incapacity or Incompetence**

- (i) When an employee has completed more than one (1) year of continuous employment and ceases to be employed by reason of termination for cause for reasons of incapacity pursuant to the provisions of paragraph 12.(2)(d) of the *Financial Administration Act*, one **(1)** week's pay for each complete year of continuous employment with a maximum benefit of twenty-eight (28) weeks.
- (ii) When an employee has completed more than ten (10) years of continuous employment and ceases to be employed by reason of termination for cause for reasons of incompetence pursuant to paragraph 12.(2)(d) of the *Financial Administration Act*, one **(1)** week's pay for each complete year of continuous employment with a maximum benefit of twenty-eight (28) weeks.

61.02 Severance benefits payable to an employee under this Article shall be reduced by any period of continuous employment in respect of which the employee was already granted any type of termination benefit. Under no circumstances shall the maximum severance pay provided under clause 61.01 and **61.04** be pyramided.

***For greater certainty, payments made pursuant to 61.04 to 61.07 or similar provisions in other collective agreements shall be considered as a termination benefit for the administration of this clause.***

**61.03 Appointment to another employer organization**

~~Notwithstanding paragraph 61.01(b),~~ An employee who resigns to accept an appointment with an organization listed in Schedule I, IV or V of the *Financial Administration Act* **shall** ~~may choose not to be paid~~ **all severance payments resulting from the application of 61.01 (b) (prior to DATE one month following the signing of the agreement) or 61.04 to 61.07 (DATE after one month following date of signing)** pay provided that the appointing organization will accept the employee's Schedule V service for its severance pay entitlement.

#### **61.04 Severance Termination**

- (a) Subject to 61.02 above, indeterminate employees on (one month following the date of signing of the agreement) shall be entitled to a severance payment equal to one (1) week's pay for each complete year of continuous employment and, in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by three hundred and sixty-five (365), to a maximum of thirty (30) weeks.**
- (b) Subject to 61.02 above, term employees on (one month following the date of signing of the agreement) shall be entitled to a severance payment equal to one (1) week's pay for each complete year of continuous employment, to a maximum of thirty (30) weeks.**

#### **Terms of Payment**

#### **61.05 Options**

**The amount to which an employee is entitled shall be paid, at the employee's discretion, either:**

- (a) as a single payment at the rate of pay of the employee's substantive position as of (one month following the date of signing of the agreement), or**
- (b) as a single payment at the time of the employee's termination of employment from the Canadian Food Inspection Agency, based on the rate of pay of the employee's substantive position at the date of termination of employment from the Canadian Food Inspection Agency,**  
**or**
- (c) as a combination of (a) and (b), pursuant to 61.06 (c).**

#### **61.06 Selection of Option**

- (a) The Employer will advise the employee of his or her years of continuous employment no later than three (3) months following the official date of signing of the collective agreement.**
- (b) The employee shall advise the Employer of the term of payment option selected within six (6) months from the official date of signing of the**

**collective agreement.**

- (c) The employee who opts for the option described in 61.05 (c) must specify the number of complete weeks to be paid out pursuant to 61.05 (a) and the remainder to be paid out pursuant to 61.05 (b).**
- (d) An employee who does not make a selection under 61.06 (b) will be deemed to have chosen option 61.05 (b).**

#### **61.07 Appointment from a Different Bargaining Unit**

**This clause applies in a situation where an employee is appointed into a position in the PSAC bargaining unit from a position outside the PSAC bargaining unit where, at the date of appointment, provisions similar to those in 61.01 (b) and (d) are still in force, unless the appointment is only on an acting basis.**

- (a) Subject to 61.02 above, on the date an indeterminate employee becomes subject to this Agreement after (one month following the date of signing of agreement), he or she shall be entitled to a severance payment equal to one (1) week's pay for each complete year of continuous employment and, in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by three hundred and sixty-five (365), to a maximum of thirty (30) weeks, based on the employee's rate of pay of his or her substantive position on the day preceding the appointment.**
- (b) Subject to 61.02 above, on the date a term employee becomes subject to this Agreement after (one month following the date of signing of agreement), he or she shall be entitled to a severance payment equal to one (1) week's pay for each complete year of continuous employment, to a maximum of thirty (30) weeks, based on the employee's rate of pay of his or her substantive position on the day preceding the appointment.**
- (c) An employee entitled to a severance payment under sub-paragraph (a) or (b) shall have the same choice of options outlined in 61.05, however the selection of which option must be made within three (3) months of being appointed to the bargaining unit.**

## Other changes

### ARTICLE 8 - RECOGNITION

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

### ARTICLE 10 - CHECK-OFF

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

### ARTICLE 17 - GRIEVANCE PROCEDURE

**17.11** The Employer shall normally reply to an employee's grievance, at any level in the grievance procedure, except the Final Level, within fifteen (15) ***calendar*** days after the date the grievance is presented at that level. Where such decision or settlement is not satisfactory to the employee, he or she may submit a grievance at the next higher level in the grievance procedure within fifteen (15) ***calendar*** days after that decision or settlement has been conveyed to him or her in writing.

**17.12** If the Employer does not reply within fifteen (15) ***calendar*** days from the date that a grievance is presented at any level, except the Final Level, the employee may, within the next fifteen (15) ***calendar*** days, submit the grievance at the next higher level of the grievance procedure.

**17.13** The Employer shall normally reply to an employee's grievance at the Final Level of the grievance procedure within forty (40) ***calendar*** days after the grievance is presented at that level.

**17.24** The parties agree that any adjudicable grievance may be referred to the following expedited adjudication process:

- (h) the Adjudicator will make an oral determination at the hearing which will be recorded and initialed by the representatives of the parties. This will be confirmed in a written determination to be issued by the Adjudicator within five (5) **calendar** days of the hearing. The parties may, at the request of the Adjudicator, vary the above conditions in a particular case; and

**17.29** The Union may present the group grievance at the first step of the group grievance process no later than thirty-five (35) **calendar** days after the Union received notification of any act, omission or other matter giving rise to the group grievance.

**17.30** The Union may present a group grievance at each succeeding step in the group grievance procedure, beyond the first step either:

- (a) no later than fifteen (15) **calendar** days after the day on which the decision of the previous level was received; or
- (b) no later than forty (40) **calendar** days after the expiry of the period within which the decision was required if the Employer has not conveyed a decision to the Union within the time prescribed in clause 17.31.

**17.31** The Employer shall reply to the Union regarding a group grievance no later than twenty (20) **calendar** days after the day on which the group grievance was received by the person identified under clause 17.26.

**17.39** A policy grievance may be presented no later than thirty-five (35) **calendar** days after the earlier of the day on which notification was received and the day on which there was knowledge of any act, omission or other matter giving rise to the policy grievance.

**17.40** The person whose decision constitutes the level of the policy grievance process shall provide a decision to the other party no later than twenty (20) **calendar** days after the day on which the policy grievance was received by the person identified under clause 17.38.

## ARTICLE 58 - MEMBERSHIP FEES

**58.03** 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 58.02 to a maximum of one thousand dollars (\$1,000).***

~~(a) — 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 58.02 to a maximum of one thousand dollars (\$1,000), ***(moved up to be included in 58.03 paragraph)***~~

~~(b) — effective January 1, 2004, upon receipt of proof of payment, the reimbursement referred to in (a) above will commence for fees that become due for 2004.~~

## ARTICLE 63 - NATIONAL JOINT COUNCIL AGREEMENTS

**63.02** The NJC items which may be included in a collective agreement are those items which parties to the NJC Agreements have designated as such or upon which the Chairman of the Public Service Labour Relations Board has made a ruling pursuant to clause (c) of the NJC Memorandum of Understanding which became effective December 6, 1978 as amended from time to time.

(a) The following directives, as amended from time to time by National Joint Council recommendation and which have been approved by the Treasury Board of Canada form part of this collective agreement:

- Bilingualism Bonus Directive
- Commuting Assistance Directive
- First Aid to the General Public - Allowance for Employees

- Foreign Service Directives
- Isolated Posts and Government Housing Directive
- NJC Integrated Relocation Directive
- ~~- Memorandum of Understanding on the definition of spouse~~
- **Occupational Health and Safety Directive**
- Public Service Health Care Plan Directive
- Travel Directive
- Uniforms Directive

#### **~~OCCUPATIONAL SAFETY AND HEALTH~~**

- ~~- Occupational Safety and Health Directive~~
- ~~- Committees and Representatives Directive~~
- ~~- Motor Vehicle Operations Directive~~
- ~~- Pesticides Directive~~
- ~~- Refusal to Work Directive~~

- (b) During the term of this collective agreement, other directives may be added to the above noted list.
- (c) Grievances in regard to the above directives shall be filed in accordance with clause 17.23 of this collective agreement.

#### **ARTICLE 65 - DURATION**

**65.01** The duration of this collective agreement shall be from the date it is signed to December 31, ~~2014~~ 2014.

## **NEW ARTICLE – COMPENSATORY LEAVE WITH PAY**

The Parties agree to delete the following provisions and create one consolidated compensatory leave article.

### **Article 27 – Overtime**

~~27.02 (a) Overtime shall be compensated in cash except where, upon request of an employee and with the approval of the Employer, overtime may be compensated in equivalent leave with pay; (REPLACE BY NEW COMPENSATORY LEAVE ARTICLE)~~

~~(c) The Employer shall grant compensatory leave at times convenient to both the employee and the Employer. (REPLACE BY NEW COMPENSATORY LEAVE ARTICLE)~~

~~(d) Compensatory leave earned in a fiscal year and outstanding on September 30<sup>th</sup> of the following fiscal year shall be paid for in cash at the employee's hourly rate of pay as calculated from the classification prescribed in the certificate of appointment of his or her substantive position at the end of the fiscal year in question. (REPLACED BY NEW COMPENSATORY LEAVE)~~

### **Article 28 – Call-Back Pay**

~~28.05 (a) Compensation earned under this article shall be compensated in cash except where, upon request of an employee and with the approval of the Employer, overtime may be compensated in equivalent leave with pay. (REPLACED BY NEW COMPENSATORY LEAVE ARTICLE )~~

~~(c) The Employer shall grant compensatory leave at times convenient to both the employee and the Employer. (REPLACED BY NEW COMPENSATORY LEAVEARTICLE)~~

~~(d) Compensatory leave earned in a fiscal year and outstanding on September 30<sup>th</sup> of the following fiscal year shall be paid for in cash at the employee's hourly rate of pay as calculated from the classification prescribed in the certificate of appointment of his or her substantive position at the end of the fiscal year in question. (REPLACED BY NEW COMPENSATORY LEAVE)~~

## Article 29 – Standby

**29.04** ~~(c) Stand-by shall be compensated in cash except where, upon request of an employee and with the approval of the Employer, standby may be compensated in equivalent leave with pay; (REPLACED BY NEW COMPENSATORY LEAVE ARTICLE)~~

~~(d) Compensatory leave earned in a fiscal year and outstanding on September 30<sup>th</sup> of the following fiscal year shall be paid for in cash at the employee's hourly rate of pay as calculated from the classification prescribed in the certificate of appointment of his or her substantive position at the end of the fiscal year in question. (REPLACED BY NEW COMPENSATORY LEAVE ARTICLE)~~

## Article 30 – Reporting Pay

### **30.05 Compensation in cash or leave with pay**

~~(a) Compensation earned under this Article shall be compensated in cash except where, upon request of an employee and with the approval of the Employer, overtime may be compensated in equivalent leave with pay; (REPLACED BY NEW COMPENSATORY LEAVE ARTICLE)~~

~~(c) The Employer shall grant compensatory leave at times convenient to both the employee and the Employer; (REPLACED BY NEW COMPENSATORY LEAVE ARTICLE)~~

~~(d) Compensatory leave earned in a fiscal year and outstanding on September 30<sup>th</sup> of the following fiscal year shall be paid for in cash at the employee's hourly rate of pay as calculated from the classification prescribed in the certificate of appointment of his or her substantive position at the end of the fiscal year in question. (REPLACED BY NEW COMPENSATORY LEAVE ARTICLE)~~

## Article 33 – Travelling Time

~~33.07 (a) Upon request of an employee and with the approval of the Employer, compensation at the overtime rate earned under this Article may be granted in compensatory leave with pay. (REPLACED BY NEW COMPENSATORY LEAVE ARTICLE)~~

~~(b) Compensatory leave earned in a fiscal year and outstanding on September 30<sup>th</sup> of the following fiscal year shall be paid for in cash at the employee's hourly rate of pay as calculated from the classification prescribed in the certificate of appointment of his or her substantive position at the end of the fiscal year in question. (REPLACED BY NEW COMPENSATORY LEAVE ARTICLE)~~

## **XX – Compensatory Leave With Pay**

XX.01 Upon request of an employee and at the discretion of the Employer ~~or at the request of the Employer and with the concurrence of the employee,~~ compensation earned under Articles 27 - Overtime; **Article 28 - Call-Back Pay;** **Article 29 – Standby;** **Article 30 – Reporting Pay;** and travelling time compensated at an overtime rate under Article 33 - Travelling Time, may be taken in the form of compensatory leave, which will be calculated at the premium rate laid down in the applicable Article.

**XX.02 The Employer shall grant compensatory leave at times convenient to both the employee and the Employer.**

XX.03 Compensatory leave earned in a fiscal year and **outstanding** ~~unused~~ as of September 30<sup>th</sup> of the following fiscal year shall be paid in cash at the employee's hourly rate of pay as calculated from the classification prescribed in the certificate of appointment to his or her substantive position at the end of the fiscal year in question. **The Employer will endeavour to make such payment by the fourth (4<sup>th</sup>) week of the commencement of the first pay period after September 30<sup>th</sup>.**

XX.04 At the request of the employee and with the approval of the Employer ~~or at the request of the Employer and with the concurrence of the employee,~~ accumulated compensatory leave may be paid out, in whole

or in part, ~~once per fiscal year,~~ at the employee's hourly rate of pay as calculated from the classification prescribed in the certificate of appointment of his or her substantive position at the time of the request.

XX.05 When an employee dies or otherwise ceases to be employed, ***accumulated compensatory leave shall be paid out in whole to the employee*** ~~he or the employee's estate, shall be paid an amount equal to the product obtained by multiplying the number of hours of earned but unused compensatory leave to his credit by the hourly rate of pay as calculated from the classification prescribed in his~~ ***or her*** ~~certificate of appointment of his~~ ***or her*** ~~substantive position~~ ***at the time his or her employment ceases*** ~~on the date of the termination of his employment.~~

~~XX.05—When a payment is being made as a result of the application of this Article, the Employer will endeavour to make such payment within six (6) weeks following the end of the pay period in which the employee requests payment, or, if the payment is required to liquidate compensatory leave unused at the end of the fiscal year, the Employer will endeavour to make such a payment within six (6) weeks of the commencement of the first pay period after September 30<sup>th</sup>.~~

## APPENDIX A – PAY ZONES

The Parties agree to eliminate reference to pay zones. This includes:

- The deletion of the pay zones within the pay grids;
- The deletion of the General Labour and Trades Appendix "A-1": Definition of Zones;
- Amendments to Appendix "A-2": Supervisory Differential;
- The deletion of the General Services Appendix "A-3": Definition of Zones;
- Amendments to Appendix "A-4": Supervisory Differential; and
- Any other reference within the Collective Agreement.

## APPENDIX B – CANADIAN FOOD INSPECTION AGENCY EMPLOYMENT TRANSITION POLICY

### 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 ~~Labour~~ **Workforce & Workplace Relations** Division of Human Resources **Branch** of the Agency.

### Definitions

**Opting employee** (*employé-e optant*) – is an indeterminate employee whose services will no longer be required as a result of an employment transition situation and who has not received a guarantee of a reasonable job offer from the President and who has ~~ninety (90)~~ **one hundred and twenty (120)** days to consider the Options contained in part 6.3 of this Appendix.

### Roles and Responsibilities

**1.1.8** Where the President cannot provide a guarantee of a reasonable job offer, the President will provide ~~ninety (90)~~ **one hundred and twenty (120)** days to opting employees to consider the three (3) Options outlined in Part VI of this Appendix before a decision is required of them. If the opting employee fails to select an option no later than the ~~ninetieth (90<sup>th</sup>)~~ **one hundred and twentieth (120<sup>th</sup>)** day, the employee will be deemed to have selected Option (a); that is, the twelve-month surplus priority period in which to secure a reasonable job offer.

**1.2.3** Opting employees are responsible for:

- (a) considering the Options outlined in Part VI of this Appendix;
- (b) communicating their choice of Options, in writing, to their manager no later than ~~ninety (90)~~ **one hundred and twenty (120)** days after being declared opting.

## Options for employees

- 6.1.2** Employees who are not in receipt of a guarantee of a reasonable job offer from the President have ~~ninety (90)~~ **one hundred and twenty (120)** days from the date they receive written notice that they are an opting employee to consider and decide among the three Options below.
- 6.1.3** The opting employee must choose, in writing, one of the three (3) Options of section 6.3 of this Appendix within the ~~ninety (90)~~ **one hundred and twenty (120)** day opting period. The employee cannot change Options once having made a written choice.
- 6.1.4** If the employee fails to select an Option within the ~~ninety (90)~~ **one hundred and twenty (120)** day window as specified in paragraph 6.1.2, the employee will be deemed to have selected Option (a), the twelve-month surplus priority period in which to secure a reasonable job offer.
- 6.1.5** If a reasonable job offer which does not require a relocation is made at any time during the ~~ninety (90)~~ **one hundred and twenty (120)** day opting period and prior to the written acceptance of either the twelve-month surplus priority period, the Transition Support Measure or the Education Allowance Option, the employee becomes ineligible for the Transition Support Measure, the pay-in-lieu of unfulfilled surplus period or the Education Allowance.

## MEMORANDUM OF UNDERSTANDING: HOURS OF WORK

The Parties agree to a Memorandum of Understanding with the following language:

### Memorandum of Understanding

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

## **MEMORANDUM OF UNDERSTANDING: WASH-UP TIME**

The Parties agree to a Memorandum of Understanding with the following language:

### **Memorandum of Understanding**

#### **Article 59: Wash-Up Time**

The Parties acknowledge that the current amount of wash-up time in Article 59.01 may not meet the needs of all employees due to the many different sizes and layouts of slaughterhouses across the country.

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

## **MEMORANDUM OF UNDERSTANDING: LEAVE WITH OR WITHOUT PAY FOR UNION BUSINESS**

The Parties agree to a Memorandum of Understanding outside of the Collective Agreement with the following language:

### **Memorandum of Understanding**

Within ten (10) days of ratification, the Employer will issue an Interpretation Bulletin to Management regarding Articles 13.07 and 13.08 advising that Union Representatives participating in a grievance meeting with the Employer by phone or video-conference meeting from their own work location will receive leave with pay even when the grievance meeting is physically being held outside their headquarters area. Such grievance meetings will be deemed to be "within his or her headquarters area" for the purposes of Articles 13.07 and 13.08.