

**PROTOCOL BETWEEN
CANADIAN FOOD INSPECTION AGENCY (CFIA)
AND THE
PUBLIC SERVICE ALLIANCE OF CANADA (PSAC)
WITH RESPECT TO ESSENTIAL SERVICES
UNDER THE *PUBLIC SERVICE LABOUR RELATIONS ACT*
(PSLRA)
SECTIONS 119 to 134**

PRINCIPLES

The following protocol has been developed jointly by the parties in a manner that meets the intent and the requirements as set out in the PSLRA. The parties recognize that it is important to consult and collaborate with mutual respect and maintain harmonious relations to achieve a productive and effective union/management relationship. This protocol is to assist all parties in understanding the roles and responsibilities necessary to implement the agreement which identifies positions as essential to the safety or security of the public and how this agreement was reached.

Employees who are notified that they occupy an essential position are prevented, by law, from participating in legal strike action (see Notice to Employee Occupying Essential Services Position - Annex A - Code 1 or Annex B - Code 3).

The essential services provisions of the PSLRA differ from those under the former PSSRA and although the case law does not bind the PSLRA, the parties have kept in mind the principles previously established when negotiating this agreement.

The parties recognize that:

- ▶ inconvenience to the public is not a valid consideration for determining essential services.
- ▶ safety/security duties do not encompass duties that would protect the employer or the public from economic hardship.
- ▶ the mental, psychological or emotional state of individuals is not covered by safety/security to the public.

The Agency and the Agriculture Union have agreed that negotiations for this agreement will take place at the national level. The Public Service Alliance of Canada, as the Bargaining Agent, remains the final level approval on all essential agreements agreed to by the Agriculture Union. The parties recognize that the negotiation of essential services agreements or amendments can be done outside the collective bargaining schedule.

Note:

The parties have agreed that if, during a legal strike, an emergency which affects the safety and security of the public is declared by the President of the CFIA, its scope will be identified in keeping with the Emergency Preparedness Plan. Once the scope of the emergency has been determined, the CFIA or the Bargaining Agent may apply to the PSLRB to temporarily amend or suspend an essential services agreement. The kinds of situations envisaged might include:

- ▶ emergencies related to food safety;
- ▶ incursions of exotic animal diseases or plant pests; and
- ▶ natural disasters.

ROLES AND RESPONSIBILITIES

Canadian Food Inspection Agency

- ▶ after receiving notice to bargain, inform the bargaining agent that an essential services agreement process must start;
- ▶ determine the level of service required in the event of a strike and the number of positions required to do so;
- ▶ consult or liaise on essential services agreement at the national level;
- ▶ complete the Notice to incumbent and deliver, jointly, with identified union representative;
- ▶ as required, notify the PSLRB of any positions in dispute;

- ▶ provide representation before the PSLRB on disputed positions;
- ▶ sign the final ESA;
- ▶ maintain a central database of all positions identified as essential to the safety or security of the public; and
- ▶ provide information and training to managers and human resources on the essential services agreement.

Agriculture Union

- ▶ negotiate at the national level essential services agreement with the Agency's representative at the national level;
- ▶ review the proposed levels of service, identified positions and seek input from various levels of the union, as required;
- ▶ provide updated lists of elected union representatives to ensure, wherever possible, that local/regional union officials participate in the joint delivery of the Notices; and
- ▶ provide information and/or training to locals representatives on the ESA process.

Public Service Alliance of Canada

- ▶ notify the Agriculture Union that a notice to bargain has been sent and that essential services agreement process should be started, or amendments discussed;
- ▶ provide advice and guidance to Component officials;
- ▶ review and attempt to resolve any positions in dispute, prior to notifying the PSLRB;
- ▶ submit notices and agreements to the PSLRB, when requested;
- ▶ approve the final list of essential service positions; and
- ▶ provide bargaining agent representation before the PSLRB, if necessary.

Public Service Labour Relations Board

Despite best efforts, the parties may not be able to agree on all proposed essential positions. In such cases, the dispute can be referred to the PSAC who will attempt to reach an agreement with the CFIA. Failing which, the PSLRB becomes the neutral arbiter and the CFIA or the PSAC can apply to the PSLRB for resolution. Application may be made no later than 15 days after either of the parties has requested conciliation or the Chairperson has referred them to conciliation on his/her own initiative.

DETERMINATION OF ESSENTIAL POSITIONS

The parties recognize that several positions with the same ES duties may exist in a work unit. In these cases, the following principles must be respected when the employer is selecting the position(s) required to meet level of service:

- ▶ preferential treatment must be avoided
- ▶ the decision must be transparent with the other members of the unit
- ▶ the decision is supported with an adequate rationale
- ▶ the decision is discussed with the local union representative

ADMINISTRATIVE CHANGES TO THE ESA

The ESA does not have to be reopened in the case of administrative changes which might give rise to a change in position number such as a reorganization of the worksite. However, the details of the changes including, but not restricted to old position number, new position number, group and level, will be communicated to the Bargaining Agent.

In the event of reclassification of essential services positions, the parties agree that it will be confirmed with the Bargaining Agent that the amended work description still meets the criteria identifying the position as essential to the security or safety of the public.

DELIVERY OF NOTICES

The parties agree that when a request for conciliation has been filed with the PSLRB, the Agency will provide the Agriculture Union of the Public Service Alliance of Canada with a contact list of excluded managers and Human Resources officers responsible for the delivery of the Notices. As well, an updated list of essential services positions, with incumbents, will be provided to the Agriculture Union.

Likewise, the Agriculture Union will provide the Agency with a contact list of local union representatives to assist in the delivery of the Notice to incumbents. This will facilitate communication between the Agency and the union to ensure that the Notices are delivered, whenever possible, by both parties. Where it is deemed, by both parties, that the personal delivery of the notice is either too remote or dangerous, due to severe weather conditions, the notice may be delivered by "expedited mail", after verbal communication, by conference call, between the manager, union representative and incumbent.

The Agency agrees to avoid the designation of Local Executive and National Council members of the Agriculture Union of the PSAC.

The Notices are to be originals, with an official seal of the CFIA, and are to be signed in colored ink (excluding black) by the "*authorized CFIA official*" (see Annexes A and B).

Such notices will contain the following:

- ▶ the position number;
- ▶ the title of the position;
- ▶ the location of the position (including Establishment Number);
- ▶ name of occupant; and
- ▶ code with explanation/identification of duties deemed essential.

The Notices will correspond to the Registry which must be duly signed by a management representative, union representative, and the incumbent (see Annex C).

Should a dispute arise, during a legal strike situation, with respect to this protocol and/or any positions identified as being essential, the parties will contact either the National Strike Centre for CFIA or the National Office of the Agriculture Union for resolution.

Codes for Identification of Essential Services

Code 1: Full-time essential service designate

All or part of the employee's regular job duties have been considered essential. Employees will report to work and perform only those duties which have been identified as essential.

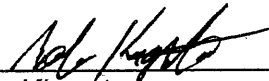
Code 3: Conditional

A position for which essential services have been identified and whose incumbent is required to perform these essential services when specific conditions are met and agreed to by the parties (e.g. essential at certain times/circumstances).

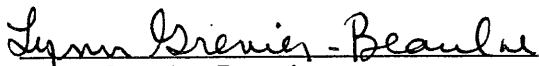
SIGNED IN OTTAWA, THIS 13th DAY OF THE MONTH OF August, 2007.



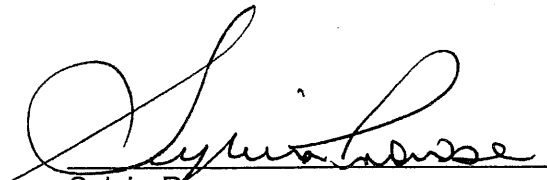
Tom McShane
Negotiator
Labour Relations Division
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Bob Kingston
1st Vice-President
Agriculture Union
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Lynn Grenier-Beaulne
Collective Bargaining Officer
Labour Relations Division
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Sylvia Prowse
Service Officer
Agriculture Union
Public Service Alliance of Canada



NOTICE TO EMPLOYEE OCCUPYING ESSENTIAL SERVICES POSITION

Position Number: _____
Title of Position: _____
Location: _____
Name of Employee: _____

Pursuant to Section 130(1) of the *Public Service Labour Relations Act (PSLRA)*, this notice is to inform you that the position you occupy has been identified as a position where essential services are provided. For your position, this means duties carried out under the following acts:

Canada Agriculture Products Act
Fish Inspection Act
Meat inspection Act

Feeds Act
Health of Animals Act
Food and Drugs Act

An essential service is defined as "a service, facility or activity of the Government of Canada that is or will be, at any time, necessary for the safety or security of the public or a segment of the public".

As an employee occupying an essential services position, you are prohibited from participating in a strike while your bargaining unit is in a legal strike position.

This notice is valid as long as you occupy this position.

Labour Relations Division
Human Resource Services
Canadian Food Inspection Agency



NOTICE TO EMPLOYEE OCCUPYING ESSENTIAL SERVICES POSITION

Position Number: _____

Title of Position: _____

Location: _____

Name of Employee: _____

Pursuant to Section 130(1) of the *Public Service Labour Relations Act (PSLRA)*, this is to advise you that your position has been designated as an essential position in the event of an emergency relating to food safety or an incursion of exotic animal diseases or plant pests

An essential service is defined as "a service, facility or activity of the Government of Canada that is or will be, at any time, necessary for the safety or security of the public or a segment of the public".

As an employee occupying an essential services position on a conditional basis, you are prohibited from participating in a strike should one of the above conditions be in effect.

This notice is valid as long as you occupy this position.

Labour Relations Division
Human Resource Services
Canadian Food Inspection Agency

Position Title	Group & Level	Atlantic	NCR	Ontario	Quebec	West	Grand Total	Level of Service %	# of Essential Positions
MEAT HYGIENE, SLAUGHTER									
Developmental Inspector	EG-01	6		22	66	67	161		728
	EG-02			1	1	2	4		
Inspection Supervisor	EG-04	2		1	2	14	19		
Modernized Poultry Inspection Program (MPIP) Inspector	EG-03	23		41	47	13	124		
Slaughter Inspector	EG-02	5		107	128	260	500		
Total:		36	0	172	244	356	808	90%	
FOOD PROCESSING									
Food Processing Inspector	EG-03	4		8	14	13	39		417
Food Processing Specialist Inspector	EG-04	99		91	121	92	403		
Food Processing Supervisor	EG-05	11		12	16	14	53		
Meat Hygiene Inspector	EG-03	5		5	1	7	18		
Meat Hygiene Supervisor	EG-04	1		10	9	17	37		
Shell Egg Inspector	EG-03				4	1	5		
Total:		120	0	126	165	144	555	75%	
MULTI-COMMODITY									
Multi-Program Inspector	EG-03	40		26	5	49	120		95
Multi-Program Specialist Inspector	EG-04	26		30	5	8	69		
Total:		66	0	56	10	57	189	50%	
ANIMAL HEALTH									
Animal Programs Inspector	EG-03	7		10	17	55	89		63
Total:		7	0	10	17	55	89	70%	
FEED INSPECTION									
Feed Specialist Inspector	EG-04	5		18	21	33	77		39
Total:		5	0	18	21	33	77	50%	
FOOD RECALL / EMERGENCY									
Fair Labelling Practices Program (FLPP) & Food Safety Inspector	EG-03	4		15	16	11	46		87
Fair Labelling Practices Program (FLPP) & Food Safety Specialist Inspector	EG-04	1				7	8		
Fair Labelling Practices Program (FLPP) & Food Safety Supervisor	EG-05					1	1		
Area Emergency Coordinator	AS-05	1		1		1	3		
Manager, Emergency Measures	AS-05				1		1		
Manager, National Emergency Operations Centre (NEOC)	AS-07		1				1		
Area Occupational Safety & Health (OSH) Advisor	AS-04	1		1			2		
	AS-05				1		1		
Occupational Safety & Health Coordinator	AS-04					1	1		
Occupational Safety & Health Coordinator - Fallowfield	AS-04		1				1		
Fresh Products Program Insp.	EG-03	1		10	9	6	26		
Manager, New Media	IS-06		1				1		
Manager, Animal Health Communications	IS-06		1				1		
Manager, Food Safety Communications	IS-06		1				1		
National Manager, Building Management Services	AS-07		1				1		
National Laboratory Safety Coordinator and Transportation of Dangerous Goods	EG-05		1				1		
Total:		8	7	27	27	27	96	90%*	
LABORATORIES									
Total:		17	28	3	19	70	137	35%	137
OTHER									
Import Specialist	PM-02			16	10		26		17
Point of entry Import Specialist	PM-02					7	7		
Total:		0	0	16	10	7	33	50%	
Grand Totals:		569	704	671	787	1212	3943		1583

* Conditional