



CANADIAN FOOD INSPECTION AGENCY NEGOTIATIONS 2018 - 2019

Union Bargaining Demands

February 26, 2019

ARTICLE 2 INTERPRETATION AND DEFINITIONS

Article 2 Interpretation and Definitions

“family” (*famille*)

except where otherwise specified in this agreement, means father, mother (or alternatively stepfather, stepmother, or foster parent), brother, sister, step-brother, step-sister, spouse (including common-law partner spouse resident with the employee), child (including child of common-law partner), stepchild, foster child or ward of the employee, grandchild, father-in-law, mother-in-law, daughter-in-law, son-in-law, **sister-in-law, brother-in-law**, the employee’s grandparents and relative permanently residing in the employee’s household or with whom the employee permanently resides, **any relative for whom the employee has a duty of care, irrespective of whether they reside with the employee, a person who stands in the place of a relative for the employee whether or not there is any degree of consanguinity between such person and the employee.**

ARTICLE 9 INFORMATION

- 9.01** The Employer agrees to supply the Union **and the local, on a monthly basis, with a list of all employee movements (in, out, actings, etc.) in the bargaining unit. The list referred to herein shall include the name, employing department, geographical location, classification of the employee, work email address, and if available, personal email, telephone and mailing address with the data entry log date. Such list shall be provided within one (1) month following the termination of each month. As soon as practicable, the Employer agrees to add to the above list the date of appointment for new employees.** ~~each quarter with the name, geographic location and classification of each new employee.~~
- 9.02** The Employer agrees to supply each employee with a copy of this Agreement and will endeavour to do so within one (1) month after receipt from the printer.

ARTICLE 11 USE OF EMPLOYER FACILITIES

11.03 A duly accredited representative of the Union may be permitted access to the Employer's premises, which includes vessels, to assist in the resolution of a complaint or grievance and to attend meetings called by management **and/or meetings with PSAC-represented employees**. Permission to enter the premises shall, in each case, be obtained from the Employer. **Such permission shall not be unreasonably withheld.** In the case of access to vessels, the Union representative upon boarding any vessel must report to the Master, state his or her business and request permission to conduct such business. It is agreed that these visits will not interfere with the sailing and normal operation of the vessels.

11.04 The Union shall provide the Employer a list of such Union representatives and shall advise promptly of any change made to the list.

NEW

11.05 The Employer shall not interfere with an employee's right to read, discuss and distribute Union information on non-work time in the workplace.

ARTICLE 13 LEAVE WITH OR WITHOUT PAY FOR UNION BUSINESS

Meetings During the Grievance Process

13.07 Where an employee representative wishes to discuss a grievance with an employee who has asked or is obliged to be represented by the Union in relation to the presentation of his or her grievance, the Employer ~~will~~ **shall**, where operational requirements permit, give him or her reasonable leave with pay for this purpose when the discussion takes place in his or her headquarters area and reasonable leave without pay when it takes place outside his or her headquarters area.

Contract Negotiation Meetings

NEW

13.15 The Employer shall advise the Alliance within one week of the hiring of new PSAC-represented employees and shall grant leave with pay to a reasonable number of employees to provide PSAC orientation to all newly-hired PSAC-represented employees.

NEW

13.16 Leave without pay, recoverable by the Employer, shall be granted for any other union business validated by the PSAC with an event letter.

13.14 17

~~Effective January 1, 2018, leave~~ **without pay** granted to an employee under **this** Article, with the exception of Article 13.14 above, ~~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.

Renumber clause as appropriate.

ARTICLE 16 DISCIPLINE

NEW

16.11 Surveillance

At no time may electronic monitoring systems be used as a means to evaluate the performance of employees, or to gather evidence in support of disciplinary measures unless such disciplinary measures result from the commission of a criminal act.

ARTICLE 18

No DISCRIMINATION

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 **or ethnic** origin, religious affiliation, sex, sexual orientation, gender identity ~~and~~ **or** expression, family status, mental or physical disability, **genetic characteristics**, membership or activity in the Union, marital status, or a conviction for which a pardon has been granted **or in respect of which a record suspension has been ordered.**

18.02

- (a) Any level in the grievance procedure shall be waived if a person hearing the grievance is the subject of the complaint.
- (b) If by reason of sub-clause 18.02(a) a level in the grievance procedure is waived, no other level shall be waived except by mutual agreement.

18.03 By mutual agreement, the parties may use a mediator in an attempt to settle a grievance dealing with discrimination. The selection of the mediator will be by mutual agreement **and such selection shall be made within thirty (30) calendar days of each party providing the other with a list of up to three (3) proposed mediators.**

ARTICLE 19 SEXUAL HARASSMENT

Change title to: HARASSMENT AND ABUSE OF AUTHORITY

19.01 The Union and the Employer recognize the right of employees to work in an environment free from ~~sexual~~ harassment **and abuse of authority** and agree that ~~sexual~~ harassment **and abuse of authority** will not be tolerated in the workplace.

NEW

19.02 Definitions:

- (a) **Harassment, violence or bullying includes any action, conduct or comment, including of a sexual nature, that can reasonably be expected to cause offence, humiliation, or other physical or psychological injury, or illness to an employee, including any prescribed action, conduct or comment.**
- (b) **Abuse of authority occurs when an individual uses the power and authority inherent in his/her position to endanger an employee's job, undermines the employee's ability to perform that job, threatens the economic livelihood of that employee or in any way interferes with or influences the career of the employee. It may include intimidation, threats, blackmail or coercion.**

~~19.02~~ 19.03

- (a) Any level in the grievance procedure shall be waived if a person hearing the grievance is the subject of the complaint.
- (b) If, by reason of paragraph (a), a level in the grievance procedure is waived, no other level shall be waived except by mutual agreement.

~~19.03~~ 19.04

By mutual agreement, the parties may use a mediator in an attempt to settle a grievance dealing with ~~sexual~~ harassment. The selection of the mediator will be by mutual agreement **and such selection shall be made within thirty (30) calendar days of each party providing the other with a list of up to three (3) proposed mediators.**

NEW

19.04 19.05

Upon request by the complainant(s) and/or respondent(s), an official copy of the investigation report shall be provided to them by the Employer, subject to the Access to Information Act and Privacy Act.

19.06

- (a) No Employee against whom an allegation of discrimination or harassment has been made shall be subject to any disciplinary measure before the completion of any investigation into the matter, but may be subject to other interim measures where necessary.**
- (b) If at the conclusion of any investigation, an allegation of misconduct under this Article is found to be unwarranted, all records related to the allegation and investigation shall be removed from the employee's file.**

19.07 At no time may electronic monitoring systems be used as a means to evaluate the performance of employees, or to gather evidence in support of disciplinary measures unless such disciplinary measures result from the commission of a criminal act.

ARTICLE 23 TECHNOLOGICAL CHANGE

23.01 The parties have agreed that in cases where as a result of technological change the services of an employee are no longer required beyond a specified date because of lack of work or the discontinuance of a function, **the relocation of a work unit or work formerly performed by a work unit**, the Employment Transition Policy (Appendix "B") concluded by the parties will apply. In all other cases the following clauses will apply.

23.02 In this Article "Technological Change" means:

- (a) the introduction by the Employer of equipment or material, **systems or software** of a different nature than that previously utilized; and
- (b) a change in the Employer's operation directly related to the introduction of that equipment or material, **systems or software**.

23.03 ~~Both parties recognize the overall advantages of technological change and will, therefore, encourage and promote technological change in the Employer's operations.~~ Where technological change is to be implemented, the Employer will seek ways and means of minimizing adverse effects on employees which might result from such changes.

23.04 The Employer agrees to provide as much advance notice as is practicable but, except in cases of emergency, not less than ~~one hundred and eighty (180)~~ **three hundred and sixty (360)** days written notice to the Union of the introduction or implementation of technological change when it will result in significant changes in the employment status or working conditions of the employees.

23.05 The written notice provided for in clause 23.04 will provide the following information:

- (a) the nature and degree of the technological change;
- (b) the date or dates on which the Employer proposes to effect the technological change;
- (c) the location or locations involved;
- (d) the approximate number and type of employees likely to be affected by the technological change;

- (e) the effect that the technological change is likely to have on the terms and conditions of employment of the employees affected.
- (f) **the business case and all other documentation that demonstrates the need for the technological change and the complete formal and documented risk assessment that was undertaken as the change pertains to the employees directly impacted, all employees who may be impacted and to the citizens of Canada if applicable, and any mitigation options that have been considered.**

23.06 As soon as reasonably practicable after notice is given under clause 23.04, the Employer shall consult meaningfully with the Union, **at a mutually agreed upon time**, concerning the rationale for the change and the topics referred to in clause 23.05 on each group of employees, including training.

23.07 When, as a result of technological change, the Employer determines that an employee requires new skills or knowledge in order to perform the duties of the employee's substantive position, the Employer will ~~make every reasonable effort to~~ provide the necessary training during the employee's working hours without loss of pay and at no cost to the employee.

ARTICLE 24 HOURS OF WORK

The Union proposes to reduce the work week to 37.5 hours/week for members of the GL and GS groups without any reduction in pay. Note that consequential changes / amendments will be required throughout the collective agreement pursuant to this change.

The Union reserves the right to table further proposals on Article 24

ARTICLE 26 SHIFT PREMIUMS

26.01 Shift Premium

~~An employee working on shifts, half or more of the hours of which are regularly scheduled between four (4) p.m. and eight (8) a.m. will receive a shift premium of two dollars (\$2.00) per hour for all hours worked, including overtime hours, between four (4) p.m. and eight (8) a.m. The shift premium will not be paid for hours worked between eight (8) a.m. and four (4) p.m.~~

An employee working on shifts will receive a shift premium of three dollars (\$3.00) per hour for all hours worked, including overtime hours, between 16:00 and 00:00.

An employee working on shifts will receive a shift premium of five dollars (\$5.00) per hour for all hours worked, including overtime hours, between 00:00 and 08:00.

26.02 Weekend Premium

- (a)** An employee working on shifts during a weekend will receive an additional premium of ~~two dollars (\$2.00)~~ **three dollars (\$3.00)** per hour for all hours worked, including overtime hours, on Saturday and/or Sunday.

ARTICLE 27
OVERTIME

RESERVE

ARTICLE 28 CALL-BACK PAY

The Union reserves the right to table further proposals on Article 28

Amend to read:

28.01 If an employee is called back to work:

(a) on a designated paid holiday which is not the employee's scheduled day of work;

or

(b) on the employee's day of rest;

or

(c) after the employee has completed his or her work for the day and has left his or her place of work, and returns to work, the employee shall be paid the greater of:

(i) compensation equivalent to three (3) hours' pay at **double time** the ~~applicable overtime rate of pay~~ for each call-back to a maximum of eight (8) hours' compensation in an eight (8) hour period. Such maximum shall include any reporting pay pursuant to clause 31.06 and the relevant reporting pay provisions;

or

(ii) compensation at the applicable rate of overtime compensation for time worked, provided that the period worked by the employee is not contiguous to the employee's normal hours of work.

(d) The minimum payment referred to in 28.01(c)(i) above, does not apply to part-time employees. Part-time employees will receive a minimum payment in accordance with clause 61.06 of this collective agreement.

~~(e) When an employee completes a call-back requirement without leaving the location in which the employee was contacted, the minimum of three (3) hours provided for in sub-clause 28.01(c) shall be replaced by a minimum of one (1) hour which shall apply only once in respect of each eight (8) hour period.~~

28.02 Other than when required by the Employer to use a vehicle of the Employer for transportation to a work location other than the employee's normal place of work, time spent by the employee reporting to work or returning to his or her residence shall not constitute time worked.

No Pyramiding of Payments

28.03 Payments provided under the Overtime, Reporting Pay, Designated Paid Holiday and Standby provisions of this collective agreement and clause 28.01 above shall not be pyramided, that is an employee shall not receive more than one compensation for the same service.

28.04 This Article does not apply where an employee has accommodation on board a vessel and:

(a) is not in his or her home port, who reports for sailing in accordance with posted sailing orders or as otherwise required by the Master;

or

(b) is on the Employer's premises at the time of notification of the requirement to work overtime.

Compensation in cash or leave with pay

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

NEW

28.06

(a) **An employee who works three (3) or more hours of call-back shall be reimbursed for one (1) meal in the amount of fifteen dollars (\$15.00) except where free meals are provided.**

(b) **When an employee works call-back continuously extending three (3) hours or more beyond the period provided for in (a) above, the employee shall be reimbursed for one (1) additional meal in the amount of fifteen dollars (\$15) for each additional three (3) hour period thereafter, except where free meals are provided.**

(c) **Reasonable time with pay, to be determined by the Employer, shall be allowed the employee in order that the employee may take a meal break either at or adjacent to the employee's place of work.**

ARTICLE 30
REPORTING PAY

RESERVE

ARTICLE 31 DESIGNATED PAID HOLIDAYS

31.01 Subject to clause 31.02, the following days shall be designated paid holidays for employees:

- (a) New Year's Day
- (b) Good Friday;
- (c) Easter Monday,
- (d) the day fixed by proclamation of the Governor in Council for celebration of the Sovereign's Birthday;
- (e) National Indigenous Peoples Day (June 21)**
- ~~(e)~~ **(f)** Canada Day;
- ~~(f)~~ **(g)** Labour Day;
- ~~(g)~~ **(h)** the day fixed by proclamation of the Governor in Council as a general day of Thanksgiving;
- ~~(h)~~ **(i)** Remembrance Day;
- ~~(i)~~ **(j)** Christmas Day
- ~~(j)~~ **(k)** Boxing Day;
- (k) (l)** ~~one (1)~~ **two (2)** additional day(s) in each year that, in the opinion of the Employer, ~~is~~ **are** recognized to be a provincial or civic holiday in the area in which the employee is employed or, in any area where, in the opinion of the Employer, no such additional day(s) ~~are~~ **is** recognized as a provincial or civic holiday, **third Monday in February and the** first Monday in August;
- (l) (m)** one (1) additional day when proclaimed by an Act of Parliament as a national holiday.

31.05 When an employee works on a designated paid holiday, he or she shall be paid:

- (a) ~~time and one-half (1.5)~~ **double time (2)** for all hours worked ~~up to the regular daily scheduled hours of work as specified in Article 24 (Hours of Work) of this collective agreement and double time (2) thereafter,~~ in addition to the pay that the employee would have been granted had he or she not worked on the holiday;

or

- (b) upon request, and with the approval of the Employer, the employee may be granted:
 - (i) a day of leave with pay (straight-time rate of pay) at a later date in lieu of the holiday;
 - and
 - (ii) pay at ~~one decimal five times (1.5)~~ **double time (2)** the straight-time rate of pay for all hours worked up to the regular daily scheduled hours of work as specified by the Article 24 of this collective agreement; and
 - (iii) ~~pay at two times (2) the straight-time rate of pay for all hours worked by him or her on the holiday in excess of the regular daily scheduled hours of work as specified by the Article 24 (Hours of Work) of this collective agreement.~~
- ~~(c)~~ Notwithstanding sub-clauses 31.05(a) and (b), when an employee works on a designated paid holiday contiguous to a day of rest on which he or she also worked and received overtime in accordance with sub-clause 27.01(b) or (c), he or she shall be paid in addition to the pay that he or she would have been granted had he or she not worked on the holiday, two (2) times his or her hourly rate of pay for all time worked.
- ~~(d)~~(c) Subject to operational requirements and adequate advance notice, the Employer shall grant lieu days at such times as the employee may request.
 - (i) When in a fiscal year an employee has not been granted all of his or her lieu days as requested by him or her, at the employee's request, such lieu days shall be carried over for one (1) year;
 - (ii) In the absence of such request, unused lieu days shall be paid off at the employee's straight-time rate of pay in effect when the lieu day was earned.

ARTICLE 33

Travelling TIME

The Union reserves the right to table further proposals on Article 33

Excluded Provisions

Sub-clauses 33.07(a) and (b) do not apply to bargaining unit employees classified as GL or GS.

Alternate Provisions

Sub-clauses 33.07(c) and (d) apply only to bargaining unit employees classified as GL or GS.

33.01 For the purposes of this collective agreement, travelling time is compensated for only in the circumstances and to the extent provided for in this Article.

33.02 When an employee ~~is required to~~ travels outside his or her headquarters area on government business, as these expressions are defined by the Employer, the time of departure and the means of such travel shall be determined by the Employer and the employee will be compensated for travel time in accordance with clauses 33.03 and 33.04. Travelling time shall include time necessarily spent at each stop-over en route ~~provided such stop-over is not longer than four (4) hours.~~

33.03 For the purposes of clauses 33.02 and 33.04, the travelling time for which an employee shall be compensated is as follows:

- (a) For travel by public transportation, the time between the scheduled time of departure and the time of arrival at a destination, including the normal travel time to the point of departure, as determined by the Employer.
- (b) For travel by private means of transportation, the normal time as determined by the Employer, to proceed from the employee's place of residence or work place, as applicable, direct to the employee's destination and, upon the employee's return, direct back to the employee's residence or work place.
- (c) In the event that an alternate time of departure and/or means of travel is requested by the employee, the Employer may authorize such alternate arrangements, in which case compensation for travelling time shall not exceed that which would have been payable under the Employer's original determination.

NEW

- (d) **The employee will be compensated at the applicable hourly rate for all travelling time between the temporary accommodation and the temporary workplace.**

33.04 ~~If an employee is required to travel as set forth in clauses 33.02 and 33.03:~~
When in the performance of his or her duties, an employee is required by the Employer to travel, time necessarily spent in such travel shall be considered as time worked and compensated for as follows

~~(a) On a normal working day on which the employee travels but does not work, the employee shall receive his or her regular pay for the day.~~

~~(b)~~**(a)** On a normal working day ~~on which the employee travels and works,~~ the employee shall be paid:

(i) his or her regular pay for the day for a combined period of travel and work ~~not exceeding his or her regular scheduled working hours;~~

and

(ii) at the applicable overtime rate for additional travel **and/or work** time in excess of his or her regularly scheduled hours of work and travel, ~~with a maximum payment for such additional travel time not to exceed fifteen (15) hours pay at the straight time rate of pay.~~

~~(c)~~**(b)** On a day of rest or on a designated paid holiday, the employee shall be paid at the applicable overtime rate for **all** hours travelled **and/or worked** ~~to a maximum of fifteen (15) hours pay at the straight time rate of pay.~~

ARTICLE 34

COMPENSATORY LEAVE WITH PAY

- 34.01** Upon request of an employee ~~and at the discretion of the Employer~~ **and with approval of Employer**, compensation earned under Article 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.
- 34.02** The Employer shall grant compensatory leave at times convenient to both the employee and the Employer.
- 34.03** Compensatory leave earned in a fiscal year and outstanding as of September 30th 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 (4th) week of the commencement of the first pay period after September 30th.
- 34.04** At the request of the employee and with the approval of the Employer, accumulated compensatory leave may be paid out, in whole or in part, 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.
- 34.05** When an employee dies or otherwise ceases to be employed, accumulated compensatory leave shall be paid out in whole to the employee or the employee's estate, 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.

ARTICLE 38 VACATION LEAVE WITH PAY

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 ~~eightth~~ **fifth (5th)** year of service occurs;
 - (ii) twelve decimal five (12.5) hours commencing with the month in which the employee's ~~eightth~~ **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;~~
 - (iii) fifteen decimal six two five (15.625) hours commencing with the month in which the employee's eighteenth (18th) tenth (10th) 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;~~
 - (iv) eighteen decimal seven five (18.75) hours commencing with the month in which the employee's ~~twenty-eighth (28th)~~ **twenty-third (23rd)** anniversary of service occurs;**
- NEW**
- (v) twenty (20) hours commencing with the month in which the employee's thirtieth (30th) anniversary occurs**
- NEW**
- (vi) twenty-one decimal eight seven five (21.875) hours commencing with the month in which the employee's thirty-fifth (35th) 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)~~ **fifth (5th)** year of service occurs;
 - (ii) thirteen decimal three three (13.33) hours commencing with the month in which the employee's ~~eighth (8th)~~ **fifth (5th)** 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;~~
 - (iii)** sixteen decimal six seven (16.67) hours commencing with the month in which the employee's ~~eighteenth (18th)~~ **tenth (10th)** anniversary of service occurs;
 - ~~(vi) eighteen (18) hours commencing with the months in which the employee's twenty-seventh (27th) anniversary of service occurs;~~
 - (iv)** twenty (20) hours commencing with the month in which the employee's ~~twenty-eighth (28th)~~ **twenty-third (23rd)** anniversary of service occurs;

NEW

- (v) twenty-one decimal three three (21.33) hours commencing with the month in which the employee's thirtieth (30th) anniversary occurs**

NEW

- (vi) twenty-three decimal three four (23.33) hours commencing with the month in which the employee's thirty-fifth (35th) anniversary of service occurs.**

Scheduling of Vacation Leave With Pay

38.04 In scheduling vacation leave with pay to an employee, the Employer shall, subject to the operational requirements of the service, make every reasonable effort:

- (a) to grant the employee his or her vacation leave during the fiscal year in which it is earned, if so requested by the employee not later than June 1;

- (b) to comply with any request made by an employee before January 31 that the employee be permitted to use in the following fiscal year any period of vacation leave of thirty (30) hours, or thirty-two (32) hours where the standard work week is forty (40) hours, or more earned by the employee in the current year;
- (c) to ensure that approval of an employee's request for vacation leave is not unreasonably denied;
- (d) to schedule vacation leave on an equitable basis and when there is no conflict with the interests of the Employer or the other employees, according to the wishes of the employee.
- (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 38.02(d) shall be used as the determining factor in deciding which requests shall be granted by the Employer.

38.05 The Employer shall give an employee ~~as much notice as is practicable and reasonable,~~ of approval, denial or cancellation of a request for vacation leave **within fourteen (14) days upon receiving the employee's request.** In the case of denial, alteration or cancellation of such leave, the Employer shall give the written reason therefore, upon written request from the employee.

Carry-Over and/or Liquidation of Vacation Leave

38.13

- (a) Where in any vacation year, an employee has not ~~used~~ ~~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 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 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 ~~used~~ ~~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 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 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.

ARTICLE 39

SICK LEAVE WITH PAY

39.04

- (a) When an employee has insufficient or no credits to cover the granting of sick leave with pay under the provisions of clause 39.02, 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.
- (b) When an employee has insufficient or no credits to cover the granting of sick leave with pay under the provisions of clause 39.02, 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.

NEW

Medical Certificate

39.10 When an employee is asked to provide a medical certificate by the Employer, the employee shall be reimbursed by the Employer for all costs associated with obtaining the certificate. Employees required to provide a medical certificate shall also be granted leave with pay for all time associated with the obtaining of said certificate

ARTICLE 41

INJURY ON DUTY LEAVE

41.01 An employee shall be granted injury-on-duty leave with pay for such period as ~~may be reasonably determined by the Employer~~ **certified by a Workers' Compensation authority** when a claim has been made pursuant to the *Government Employees Compensation Act*, and a Workers' Compensation authority has notified the Employer that it has certified that the employee is unable to work because of:

(a) personal injury accidentally received in the performance of his or her duties and not caused by the employee's willful misconduct,

or

(b) an industrial illness, **vicarious trauma, or any other illness, injury** or a disease arising out of and in the course of the employee's employment,

if the employee agrees to remit to the Receiver General of Canada any amount received by him or her in compensation for loss of pay resulting from or in respect of such injury, illness or disease providing, however, that such amount does not stem from a personal disability policy for which the employee or the employee's agent has paid the premium.

ARTICLE 42

MATERNITY LEAVE WITHOUT PAY

The Union reserves the right to introduce further proposals in relation to Bill 174, an act amending the Quebec Parental Insurance Plan.

42.01 Maternity Leave without Pay

- (a) An employee who becomes pregnant shall, upon request, be granted maternity leave without pay for a period beginning before, on or after the termination date of pregnancy and ending not later than eighteen (18) weeks after the termination date of pregnancy.

- (b) Notwithstanding sub-clause 42.01(a):
 - (i) where the employee has not yet proceeded on maternity leave without pay and her newborn child is hospitalized;

 - or

 - (ii) where the employee has proceeded on maternity leave without pay and then returns to work for all or part of the period during which her newborn child is hospitalized, the period of maternity leave without pay defined in sub-clause 42.01(a) may be extended beyond the date falling eighteen (18) weeks after the date of termination of pregnancy by a period equal to that portion of the period of the child's hospitalization during which the employee was not on maternity leave, to a maximum of eighteen (18) weeks.

- (c) The extension described in sub-clause 42.01(b) shall end not later than fifty-two (52) weeks after the termination date of pregnancy.

- (d) The Employer may require an employee to submit a medical certificate certifying pregnancy.

- (e) An employee who has not commenced maternity leave without pay may elect to:

- (i) use earned vacation and compensatory leave credits up to and beyond the date that her pregnancy terminates;
 - (ii) use her sick leave credits up to and beyond the date that her pregnancy terminates, subject to the provisions set out in Article 39 (Sick Leave With Pay). For purposes of this subparagraph, the terms "illness" or "injury" used in Article 39 (Sick Leave With Pay) shall include medical disability related to pregnancy.
- (f) An employee shall inform the Employer in writing of her plans for taking leave with and without pay to cover her absence from work due to the pregnancy at least four (4) weeks in advance of the initial date of continuous leave of absence during which termination of pregnancy is expected to occur unless there is a valid reason why the notice cannot be given.
- (g) Leave granted under this clause shall be counted for the calculation of "continuous employment" for the purpose of calculating severance pay and "service" for the purpose of calculating vacation leave. Time spent on such leave shall be counted for pay increment purposes.

42.02 Maternity Allowance

- (a) An employee who has been granted maternity leave without pay shall be paid a maternity allowance in accordance with the terms of the Supplemental Unemployment Benefit (SUB) Plan described in paragraphs (c) to (i), provided that she:
- (i) has completed six (6) months of continuous employment before the commencement of her maternity leave without pay,
 - (ii) provides the Employer with proof that she has applied for and is in receipt of maternity benefits under the Employment Insurance or the Quebec Parental Insurance Plan in respect of insurable employment with the Employer,

and
 - (iii) has signed an agreement with the Employer stating that:
 - (A) she will return to work on the expiry date of her maternity leave without pay unless the return to work date is modified by the approval of another form of leave;

~~(B) — following her return to work, as described in section (A), she will work for a period equal to the period she was in receipt of maternity allowance;~~

~~(C) — should she fail to return to work for the Employer, Parks Canada, the Canada Revenue Agency or the Canadian Food Inspection Agency in accordance with section (A), or should she return to work but fail to work for the total period specified in section (B), for reasons other than death, layoff, early termination due to lack of work or discontinuance of a function of a specified period of employment that would have been sufficient to meet the obligations specified in section (B), or having become disabled as defined in the *Public Service Superannuation Act*, she will be indebted to the Employer for an amount determined as follows:~~

(allowance	X	(remaining period to be
received)		worked
		<u>following her return to work)</u>
		[total period to be worked as
		specified in (B)]

~~however, an employee whose specified period of employment expired and who is rehired in any portion of the core public administration as specified in the *Public Service Labour Relations Act* or Parks Canada, the Canada Revenue Agency or the Canadian Food Inspection Agency within a period of ninety (90) days or less is not indebted for the amount if her new period of employment is sufficient to meet the obligations specified in section (B).~~

~~(b) — For the purpose of sections (a)(iii)(B), and (C), periods of leave with pay shall count as time worked. Periods of leave without pay during the employee’s return to work will not be counted as time worked but shall interrupt the period referred to in section (a)(iii)(B), without activating the recovery provisions described in section (a)(iii)(C).~~

~~(e)~~ **(b)** 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 before receiving Employment Insurance maternity benefits, ninety-three percent (93%) of her weekly rate of pay for each week of the waiting period, less any other monies earned during this period,
- (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 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, less any other monies earned during this period.

- ~~(d)~~ **(c)** At the employee's request, the payment referred to in paragraph 42.02**(b)**(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.

- ~~(e)~~ **(d)** The maternity allowance to which an employee is entitled is limited to that provided in sub-clause 42.02**(b)** and an employee will not be reimbursed for any amount that she may be required to repay pursuant to the *Employment Insurance Act* or the *Parental Insurance Act* in Québec.

- ~~(f)~~ **(e)** The weekly rate of pay referred to in paragraph **(b)** shall be:
 - (i) for a full-time employee, the employee's weekly rate of pay on the day immediately preceding the commencement of maternity leave without pay;

 - (ii) for an employee who has been employed on a part-time or on a combined full-time and part-time basis during the six (6) month period preceding the commencement of maternity leave, the rate obtained by multiplying the weekly rate of pay in paragraph 42.02**(f)**(i) by the fraction obtained by dividing the employee's straight time earnings by the straight time earnings the employee would have earned working full-time during such period.

- ~~(g)~~ **(f)** The weekly rate of pay referred to in sub-clause 42.02**(e)** shall be the rate to which the employee is entitled for her substantive level to which she is appointed.

- ~~(h)~~ **(g)** Notwithstanding sub-clause 42.02**(f)**, and subject to paragraph 42.02**(e)**(ii), if on the day immediately preceding the commencement of maternity leave without

pay an employee has been on an acting assignment for at least four months, the weekly rate shall be the rate she was being paid on that day.

- ⊕ (h) Where an employee becomes eligible for a pay increment or pay revision while in receipt of the maternity allowance, the allowance shall be adjusted accordingly.
- ⊕ (i) Maternity allowance payments made under the SUB Plan will neither reduce nor increase an employee's deferred remuneration or severance pay.

42.03 Special Maternity Allowance for Totally-Disabled Employees

(a) An employee who:

- (i) fails to satisfy the eligibility requirement specified in paragraph 42.02(a)(ii) solely because a concurrent entitlement to benefits under the Disability Insurance (DI) Plan, the Long-term Disability (LTD) Insurance portion of the Public Service Management Insurance Plan (PSMIP) or the *Government Employees Compensation Act* prevents her from receiving Employment Insurance or Québec Parental Insurance Plan maternity benefits;

and

- (ii) has satisfied all of the other eligibility criteria specified in sub-clause 42.02(a), other than those specified in sub-paragraphs (A) ~~and (B)~~ of paragraph 42.02(a)(iii), shall be paid, in respect of each week of maternity allowance not received for the reason described in paragraph (i), the difference between ninety-three percent (93%) of her weekly rate of pay and the gross amount of her weekly disability benefit under the DI Plan, the LTD Plan or via the *Government Employees Compensation Act*.
- (b) An employee shall be paid an allowance under this clause and under clause 42.02 for a combined period of no more than the number of weeks during which she would have been eligible for maternity benefits under Employment Insurance or the Québec Parental Insurance Plan had she not been disqualified from Employment Insurance maternity benefits for the reasons described in paragraph 42.03(a)(i).

ARTICLE 43

MATERNITY-RELATED REASSIGNMENT OR LEAVE

- 43.01** An employee who is pregnant or nursing may, during the period from the beginning of pregnancy to the end of the **nursing period** ~~fifty-second 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 workplace committee or the health and safety representative.
- 43.02** An employee's request under clause 43.01 must be accompanied or followed as soon as possible by a medical certificate indicating the expected duration of the potential risk and the activities or conditions to avoid in order to eliminate the risk. ~~Depending on the particular circumstances of the request, the Employer may obtain an independent medical opinion.~~
- 43.03** An employee who has made a request under clause 43.01 is entitled to continue in her current job while the Employer examines her request, but, if the risk posed by continuing any of her job functions so requires, she is entitled to be immediately assigned alternative duties until such time as the Employer:
- (a) modifies her job functions or reassigns her;
- or
- (b) informs her in writing that it is not reasonably practicable to modify her job functions or reassign her.
- 43.04** Where reasonably practicable, the Employer shall modify the employee's job functions or reassign her.
- 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 fifty-two (52) weeks after the birth.~~

ARTICLE 44 PARENTAL ALLOWANCE

44.01 Parental Leave Without Pay

- (a) Where an employee has or will have the actual care and custody of a new-born child (including the new-born child of a common-law partner), the employee shall, upon request, be granted parental leave without pay for a single period of up to **sixty-three (63)** ~~thirty-seven (37)~~ consecutive weeks in the **seventy-eight (78)** ~~fifty-two (52)~~ week period beginning on the day on which the child is born or the day on which the child comes into the employee's care.
- (b) Where an employee commences legal proceedings under the laws of a province to adopt a child or obtains an order under the laws of a province for the adoption of a child, the employee shall, upon request, be granted parental leave without pay for a single period of up to **sixty-three (63)** ~~thirty-seven (37)~~ consecutive weeks in the **seventy-eight (78)** ~~fifty-two (52)~~ week period beginning on the day on which the child comes into the employee's care.

44.02 Parental Allowance

- (a) An employee who has been granted parental leave without pay, shall be paid a parental allowance in accordance with the terms of the Supplemental Unemployment Benefit (SUB) Plan described in paragraphs 44.02 (c) to (i), providing he or she:
 - (i) has completed six (6) months of continuous employment before the commencement of parental leave without pay,
 - (ii) provides the Employer with proof that he or she has applied for and is in receipt of parental, paternity or adoption benefits under the Employment Insurance or the Québec Parental Insurance Plan in respect of insurable employment with the Employer,and
 - (iii) has signed an agreement with the Employer stating that:
 - A. the employee will return to work on the expiry date of his or her parental leave without pay, unless the return to work date is modified by the approval of another form of leave;
 - B. ~~Following his or her return to work, as described in section (A), the employee will work for a period equal to the period the employee was in receipt of the parental allowance, in addition to the period of time referred to in section 42.02(a)(iii)(B), if applicable;~~

~~C. — should he or she fail to return to work for the Employer, Parks Canada, the Canada Revenue Agency or the Canadian Food Inspection Agency in accordance with section (A) or should he or she return to work but fail to work the total period specified in section (B), for reasons other than death, lay off, early termination due to lack of work or discontinuance of a function of a specified period of employment that would have been sufficient to meet the obligations specified in section (B), or having become disabled as defined in the Public Service Superannuation Act, he or she will be indebted to the Employer for an amount determined as follows:~~

$$\frac{\text{(allowance received)} \quad \times \quad \text{(remaining period to be worked following his or her return to work)}}{\text{[total period to be worked as specified in (B)]}}$$

~~however, an employee whose specified period of employment expired and who is rehired in any portion of the core public administration as specified in the Public Service Labour Relations Act or Parks Canada, the Canada Revenue Agency or the Canadian Food Inspection Agency within a period of ninety (90) days or less is not indebted for the amount if his or her new period of employment is sufficient to meet the obligations specified in section (B).~~

~~(b) — For the purpose of sections (a)(iii)(B), and (C), periods of leave with pay shall count as time worked. Periods of leave without pay during the employee's return to work will not be counted as time worked but shall interrupt the period referred to in section (a)(iii)(B), without activating the recovery provisions described in section (a)(iii)(C).~~

~~(c)~~ **(b)**

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 before receiving Employment Insurance parental benefits, ninety-three percent (93%) of his or her weekly rate of pay 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 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 for each week, less any other monies earned during this period;
 - (iv) where an employee has received the full **sixty-one (61)** ~~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 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)~~ **(c)** At the employee's request, the payment referred to in subparagraph 44.02**(b)**(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 parental benefits.
- ~~(e)~~ **(d)** The parental allowance to which an employee is entitled is limited to that provided in sub-clause 44.02 **(b)** and an employee will not be reimbursed for any amount that he or she is required to repay pursuant to the *Employment Insurance Act* or *the Parental Insurance Act* in Quebec.
- ~~(f)~~ **(e)** The weekly rate of pay referred to in paragraph **(b)** shall be:
- (i) for a full-time employee, the employee's weekly rate of pay on the day immediately preceding the commencement of maternity or parental leave without pay;
 - (ii) for an employee who has been employed on a part-time or on a combined full-time and part-time basis during the six (6) month period preceding the commencement of maternity or parental leave without pay, the rate obtained by multiplying the weekly rate of pay in paragraph 44.02 **(e)** (i) by the fraction obtained by dividing the employee's straight time earnings by the straight time earnings the employee would have earned working full-time during such period.
- ~~(g)~~ **(f)** The weekly rate of pay referred to in sub-clause 44.02 **(e)** shall be the rate to which the employee is entitled for the substantive level to which he or she is appointed.
- ~~(h)~~ **(g)** Notwithstanding sub-clause 44.02 **(f)**, and subject to paragraph 44.02 **(e)**(ii), if on the day immediately preceding the commencement of parental leave without pay

an employee is performing an acting assignment for at least four (4) months, the weekly rate shall be the rate the employee was being paid on that day.

- (h) Where an employee becomes eligible for a pay increment or pay revision that would increase the parental allowance while in receipt of parental allowance, the allowance shall be adjusted accordingly.
- (i) Parental allowance payments made under the SUB Plan will neither reduce nor increase an employee's deferred remuneration or severance pay.
- (j) The maximum combined, shared maternity and parental allowances payable under this collective agreement shall not exceed ~~fifty-two~~ **seventy-eight (52 78)** weeks for each combined maternity and parental leave without pay.

44.03 Special Parental Allowance for Totally Disabled Employees

(a) An employee who:

- (i) fails to satisfy the eligibility requirement specified in sub-clause 44.02(a)(ii) solely because a concurrent entitlement to benefits under the Disability Insurance (DI) Plan, the Long-term Disability (LTD) Insurance portion of the Public Service Management Insurance Plan (PSMIP) or via the *Government Employees Compensation Act* prevents the employee from receiving Employment Insurance or Québec Parental Insurance Plan benefits;

and

- (ii) has satisfied all of the other eligibility criteria specified in sub-clause 44.02(a), other than those specified in sections (A) ~~and (B)~~ of paragraph 44.02(a)(iii), shall be paid, in respect of each week of benefits under the parental allowance not received for the reason described in subparagraph (i), the difference between ninety-three per cent (93%) of the employee's rate of pay and the gross amount of his or her weekly disability benefit under the DI Plan, the LTD plan or via the *Government Employees Compensation Act*.
- (b) An employee shall be paid an allowance under this clause and under clause 44.02 for a combined period of no more than the number of weeks while the employee would have been eligible for parental, adoption or paternity benefits under the Employment Insurance or the Québec Parental Insurance Plan, had the employee not been disqualified from Employment Insurance or Québec Parental Insurance Plan benefits for the reasons described in paragraph 44.03 (a)(i).

Article 45 / NEW ARTICLE LEAVE WITHOUT PAY FOR THE CARE OF FAMILY

45.02 An employee shall be granted leave without pay for the care of family in accordance with the following conditions:

- (a) an employee shall notify the Employer in writing as far in advance as possible but not less than four (4) weeks in advance of the commencement date of such leave, unless, because of urgent or unforeseeable circumstances, such notice cannot be given;
- (b) leave granted under this Article shall be for a minimum **cumulative** period of three (3) weeks, **however such leave does not have to be taken consecutively. It may be taken in increments as small as one day;**
- (c) the total leave granted under this Article shall not exceed five (5) years during an employee's total period of employment in the Public Service and the Canadian Food Inspection Agency;
- (d) leave granted for periods of one (1) year or less shall be scheduled in a manner which ensures continued service delivery.

(Move Compassionate Care Leave into a Separate Article)

ARTICLE XX

Compassionate Care Leave

XX.01 Notwithstanding the definition of "family" found in clause 2.01 and notwithstanding paragraphs 45.02(b) and (d) above, an employee who provides the Employer with proof that he or she is in receipt of or awaiting Employment Insurance (EI) Compassionate Care Benefits may be granted leave for periods of **up to twenty-eight (28) weeks less than three (3) weeks** while in receipt of or awaiting these benefits.

~~XX.02 Leave granted under this clause may exceed the five (5) year maximum provided in paragraph (c) above only for the periods where the employee provides the Employer with proof that he or she is in receipt of or awaiting Employment Insurance (EI) Compassionate Care Benefits.~~

XX.023

When notified, an employee who was awaiting benefits must provide the Employer with proof that the request for Employment Insurance (EI) Compassionate Care Benefits has been accepted.

~~XX.04 When an employee is notified that their request for Employment Insurance (EI) Compassionate Care Benefits has been denied, paragraphs (i) and (ii) above cease to apply.~~

NEW

XX.04 Leave granted under this clause shall be counted for the calculation of “continuous employment” for the purpose of calculating severance pay and “service” for the purpose of calculating vacation leave. Time spent on such leave shall be counted for pay increment purposes.

XX.05 Where an employee is subject to a waiting period before receiving Employment Insurance Compassionate Care benefits, he or she shall receive an allowance of ninety-three per cent (93%) of his or her weekly rate of pay.

XX.06 For each week the employee receives a Compassionate Care benefit under the *Employment Insurance Plan*, he or she is eligible to receive the difference between ninety-three per cent (93%) of his or her weekly rate and the Compassionate Care benefit.

ARTICLE 46

LEAVE WITH PAY FOR FAMILY-RELATED RESPONSIBILITIES

46.01 For the purpose of this Article, family is defined as **per Article 2.**

- (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) ~~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) ~~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)~~ **seventy-five (75)** hours, or ~~forty (40)~~ **eighty (80)** 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, **or for needs related to assisted reproduction;**
- (e) to attend school functions, if the supervisor was notified of the functions as far in advance as possible;
- (f) to provide for the employee's child in the case of ~~an unforeseeable~~ closure of the school or daycare facility;
- (g) ~~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.~~

NEW

- (h) **to visit with a terminally ill family member**

NEW

- (i) **It is recognized by the parties that the circumstances which call for leave in respect of family-related needs are based on individual circumstances. On request, the Employer may, after considering the particular circumstances involved, grant leave with pay for a period greater than and/or in a manner different than that provided for in clauses 46.02 and 46.03.**

ARTICLE 47

LEAVE WITHOUT PAY FOR PERSONAL NEEDS

47.01 Leave without pay will be granted for personal needs in the following manner:

- (a) subject to operational requirements, leave without pay for a period of up to three (3) months will be granted to an employee for personal needs;
- (b) subject to operational requirements, leave without pay for more than three (3) months but not exceeding one (1) year will be granted to an employee for personal needs;
- (c) an employee is entitled to leave without pay for personal needs ~~only~~ once **in every 10 year period** under each of sub-clauses (a) and (b) during the employee's total period of employment in the Public Service and the Canadian Food Inspection Agency. Leave without pay granted under this clause may not be used in combination with maternity or parental leave without the consent of the Employer.

ARTICLE 48
MARRIAGE LEAVE WITH PAY

RESERVE

ARTICLE 50 BEREAVEMENT LEAVE WITH PAY

ARTICLE 50 - BEREAVEMENT LEAVE WITH PAY

Add **NEW**:

For the purpose of this clause, “family” is defined as per Article 2.

50.01 When a member of the employee’s family dies, the employee shall be entitled to a bereavement leave with pay. Such bereavement 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 ~~brother-in-law, or sister-in-law,~~ **aunt, uncle, niece, nephew, cousin** and grandparents of spouse.

50.03 If, during a period of paid 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.

50.04 It is recognized by the parties that the circumstances which call for leave in respect of bereavement are based on individual circumstances. On request, the President may, after considering the particular circumstances involved, grant leave with pay for a period greater than and/or in a manner different than that provided for in clauses 50.01 and 50.02.

ARTICLE 53 EXAMINATION LEAVE WITH PAY

Examination Leave With Pay

53.07 At the Employer's discretion, examination leave with pay may be granted to an employee for the purpose of writing an examination, **including on-line examination**, which takes place during the employee's scheduled hours of work. Such leave will only be granted where, in the opinion of the Employer, the course of study is directly related to the employee's duties or will improve his or her qualifications.

ARTICLE 54 VOLUNTEER LEAVE

~~54.02 Volunteer Leave~~

~~Sub-clause 54.02(a) does not apply to bargaining unit employees classified as GL or GS.~~

~~Sub-clause 54.02(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 five (5) days, the employee shall be granted, in each fiscal year, seven decimal five (7.5) hours 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 five (5) days, the employee shall be granted, in each fiscal year, eight (8) hours 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.~~

54.03 Personal Leave

- (a) Subject to operational requirements as determined by the Employer and with an advance notice of at least five (5) days, the employee shall be granted, in each fiscal year, ~~seven decimal five~~ **fifteen (7.5 15)** hours 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 five (5) days, the employee shall be granted, in each fiscal year, ~~eight (8)~~ **sixteen (16)** hours leave with pay for reasons of a personal nature. For purposes of this clause, a day is equal to eight (8) hours.

ARTICLE 56

STATEMENT OF DUTIES

56.01

- (a) Upon hire or upon written request, an employee shall be provided with a complete and current statement of the **specific** duties and responsibilities of his or her position, including the classification level and, where applicable, the point rating allotted by factor to his or her position, and an organization chart depicting the position's place in the organization, **supervisory, and reporting relationships, and classification levels of each respective position. Such documentation shall require the signature of both the employee and manager and shall contain language confirming the employee's right to grieve the content of their statement of duties within the prescribed timelines.****
- (b) As part of an employee's performance appraisal or talent management questionnaire, the employee shall be provided with a complete and current statement of the specific duties and responsibilities of his or her position, including the classification level and, where applicable, the point rating allotted by factor to his or her position, and an organization chart depicting the position's place in the organization, supervisory, and reporting relationships, and classification levels of each respective position.**
- (c) Upon the transfer into or commencement of a new position at the Canadian Food Inspection Agency, an employee shall be provided with a complete and current statement of the specific duties and responsibilities of his or her position, including the classification level and, where applicable, the point rating allotted by factor to his or her position, and an organization chart depicting the position's place in the organization, supervisory, and reporting relationships, and classification levels of each respective position.**

56.02 All job descriptions shall be gender neutral with the duties classified to ensure equal pay for work of equal value.

56.03

- (a) Should the Employer change the duties of a position, the changes shall be reviewed and signed off by the employee. An employee's signature on his or her statement of duties will be considered to be an indication only that its contents have been read and shall not indicate the employee's concurrence with the revised statement of duties.**
- (b) Changes made by the Employer to an employee's statement of duties shall be reviewed in accordance with the Employer's classification system, with the classification of the employee's position confirmed or amended as a result of these changes.**

ARTICLE 63

PAY ADMINISTRATION

63.01 Except as provided in this Article, the terms and conditions governing the application of pay to employees are not affected by this Agreement.

63.02 An employee is entitled to be paid **bi-weekly period**, for services rendered at:

(a) the pay specified in Appendix "A", for the classification of the position to which the employee is appointed, if the classification coincides with that prescribed in the employee's certificate of appointment;

or

(b) the pay specified in Appendix "A", for the classification prescribed in the employee's certificate of appointment, if that classification and the classification of the position to which the employee is appointed do not coincide.

Should the employer fail to pay the employee as prescribed in (a) or (b) above on the specified pay date, the employer shall, in addition to the pay, award the employee the Bank of Canada daily compounded interest rate until the entirety of the employee pay issues have been resolved.

The Employer shall also reimburse the employee for all interest charges or any other financial penalties or losses or administrative fees accrued as a result of improper pay calculations or deductions, or any contravention of a pay obligation defined in this collective agreement.

NEW – Deduction Rules for Overpayments

Where an employee, through no fault of his or her own, has been overpaid in excess of fifty dollars (\$50), the Employer is prohibited from making any unilateral or unauthorized deductions from an employee's pay and:

- (a) no repayment shall begin until all the employee pay issues have been resolved;
- (b) repayment shall be calculated using the net amount of overpayment;
- (c) the repayment schedule shall not exceed ten percent (10%) of the employee's net pay each pay period until the entire amount is recovered. An employee may opt into a repayment schedule above ten percent (10%);
- (d) in determining the repayment schedule, the employer shall take into consideration any admission of hardship created by the repayment schedule on the employee.

NEW – Emergency Salary or Benefit Advances

On request, an employee shall be entitled to receive emergency salary, benefit advance and/or priority payment from the Employer when, due to no fault of the employee, the employee has been under paid as a result of improper pay calculations or deductions, or as a result of any contravention of any pay obligation defined in this agreement by the Employer. The emergency advance and/or priority payment shall be equivalent to the amount owed to the employee at the time of request and shall be distributed to the employee within two (2) days of the request. The receipt of an advance shall not place the employee in an overpayment situation. The employee shall be entitled to receive emergency advances as required until the entirety of the pay issue has been resolved.

No repayment shall begin until the all the employee pay issues have been resolved and:

- (a) repayment schedule shall not exceed ten percent (10%) of the employee's net pay each pay period until the entire amount is recovered. An employee may opt into a repayment schedule above ten percent (10%);
- (b) in determining the repayment schedule, the employer shall take into consideration any admission of hardship created by the repayment schedule on the employee.

NEW – Accountant and Financial Management Counselling

The Employer shall reimburse an employee all fees associated with the use of accounting and/or financial management services by an employee if the use of these services is required as a result of improper pay calculations and disbursements made by the Employer.

63.03

- (a) The rates of pay set forth in Appendix "A" shall become effective on the dates specified.
- (b) Where the rates of pay set forth in Appendix "A" have an effective date prior to the date of signing of this Agreement, the following shall apply: 74
 - (i) "retroactive period" for the purpose of paragraphs (ii) to (v) below means the period commencing on the effective date of the retroactive upward revision in rates of pay and ending on the day this Agreement is signed or when an arbitral award is rendered therefore;
 - (ii) a retroactive upward revision in rates of pay shall apply to employees, former employees or in the case of death, the estates of former employees who were employees in the group identified in Article 8 of this Agreement during the retroactive period;

- (iii) rates of pay shall be paid in an amount equal to what would have been paid had this Agreement been signed or an arbitral award rendered therefore on the effective date of the revision in rates of pay;
- (iv) in order for former employees or, in the case of death, for the former employees' representatives to receive payment in accordance with paragraph 63.03(b)(iii), the Employer shall notify, by registered mail, such individuals at their last known address that they have thirty (30) days from the date of receipt of the registered letter to request in writing such payment, after which time any obligation upon the Employer to provide payment ceases;
- (v) no payment or no notification shall be made pursuant to sub-clause 63.03(b) for one dollar or less.

63.04 Where a pay increment and a pay revision are effected on the same date, the pay increment shall be applied first and the resulting rate shall be revised in accordance with the pay revision.

63.05 This Article is subject to the Memorandum of Understanding signed by the Treasury Board and the Union dated February 9, 1982 in respect of red-circled employees.

63.06 If, during the term of this Agreement, a new classification standard for a group is established and implemented by the Employer, the Employer shall, before applying rates of pay to new levels resulting from the application of the standard, negotiate with the Union the rates of pay and the rules affecting the pay of employees on their movement to the new levels.

63.07 ~~Sub-clause 63.07(a) does not apply to employees covered by sub-clause 63.07(b).~~

- (a) When an employee is required by the Employer to substantially perform the duties of a higher classification level in an acting capacity and performs those duties for at least ~~two (2)~~ **one (1)** consecutive working days or shifts, the employee shall be paid acting pay calculated from the date on which he or she commenced to act as if he or she had been appointed to that higher classification level for the period in which he or she acts.

~~**Sub-clause 63.07(b) applies only to employees at the EG-02 and EG-03 levels performing inspection duties and for GL and GS employees.**~~

- ~~(b) When an employee is required by the Employer to substantially perform the duties of a higher classification level in an acting capacity and performs those duties for at least one (1) day or one (1) shift, employees in the classification groups GL, GS and employees in the EG-02 and EG-03 levels who perform inspection duties in their substantive position shall be paid acting pay calculated~~

~~from the date on which he or she commenced to act as if he or she had been appointed to that higher classification level for the period in which he or she acts.~~

- ~~(e)~~ **(b)** When a day designated as a paid holiday occurs during the qualifying period, the holiday shall be considered as a day worked for purposes of the qualifying period.

NEW

63.X1

- (a)** An employee who is required to act at a higher level shall receive an increment at the higher level after having reached fifty-two (52) weeks of cumulative service at the same level.
- (b)** For the purpose of defining when employee will be entitled to go to the next salary increment of the acting position, “cumulative” means all periods of acting at the same level.

63.X2 Any NJC allowances an employee is in receipt of when the employee commences to act in a higher classification shall be maintained without interruption during the period the employee is acting.

ARTICLE 66

DURATION

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

APPENDIX A
RATES OF PAY & PAY NOTES

RESERVE

**APPENDIX B
EMPLOYMENT TRANSITION POLICY**

RESERVE

NEW ARTICLE STUDENT EMPLOYMENT

NEW

- XX.01 Both the Alliance and the Employer recognize the importance and value in providing students with opportunities to gain work experience and skills through programs provided by the federal government.**
- XX.02 “Students” for the purposes of this Article means students hired under legitimate student programs. Those not hired under legitimate student programs shall be bargaining unit members.**
- XX.03 “Legitimate” student programs consists of either the Federal Student Work Experience Program, the Research Affiliate Program or the Post-Secondary Co-operative Education and Internment program.**
- XX.04 Students hired through legitimate student programs and who seek term or indeterminate employment with the Agency shall be subject to the regular external staffing process.**
- XX.05 Students shall not be used to either displace bargaining unit employees or to avoid filling bargaining unit positions.**
- XX.06 Overtime work shall be offered on an equitable basis to employees (bargaining unit members) consistent with Article 27 Overtime. Should no employee accept the offered overtime, the Employer may offer the overtime to students.**
- XX.07 The Employer shall ensure that students receive adequate training and supervision, and shall ensure that students are not exposed to dangerous or unsafe working conditions and are covered under the Canada Labour Code part II.**
- XX.08 The parties shall meet within ninety (90) days of ratification to discuss and agree upon the terms and conditions under which those students assigned bargaining unit work might carry out their assigned duties. Such terms and conditions shall include wage rates.**

New Article Term Employment

NEW ARTICLE TERM EMPLOYMENT (tabled demand)

XX.01 Term employment is one option to meet temporary business needs, such as backfilling temporary vacancies resulting from indeterminate employees on leave or on acting/developmental assignments, or for short-term projects or for fluctuating workloads.

XX.02 This option shall be used only in situations where a need clearly exists for a limited time and is not anticipated to become a permanent ongoing need.

XX.03 A series of term appointments shall not be used to avoid the hiring of fulltime indeterminate employees.

XX.04 Term employees shall be entitled to all of the rights, privileges and benefits of the Collective Agreement, unless explicitly stated otherwise.

XX.05 Term employees shall be treated fairly and responsibly (i.e. reasonable renewal/ non-renewal notice, performance feedback, appointments/reappointments that truly reflect the expected duration of the work, and orientation upon initial appointment).

XX.06 Term employment shall not be used as a substitute probationary period for indeterminate staffing.

XX.07 Where a person who has been employed in the same position as a term employee for a cumulative working period of three (3) years without a break in service longer than sixty (60) consecutive calendar days, the agency shall appoint the employee indeterminately at the level of his/her substantive position.

XX.08 The Employer agrees not to artificially create a break in service or reduce a term employee's scheduled hours in order to prevent the employee from attaining full-time indeterminate status.

XX.09 Periods of term employment where the source of funding for salary dollars is from external sources and for a limited duration (sunset funding) shall not count as part of the cumulative working period. The Agency shall identify a program, project, or initiative as being sunset funded. Term employees shall be advised in writing, at the time that they are offered employment or re-appointed in such programs/projects/initiatives, that their period of employment will not count in the calculation of the

cumulative working period for indeterminate appointment. However, periods of term employment immediately before and after such employment shall count as part of the cumulative working period where no break in service longer than 60 consecutive calendar days has occurred.

Moreover, if a period of term employment that occurs immediately after a period of sunset funding is a continuation of the work or project, which the sunset funding initially supported, but with operational funding for the same purpose, the period of time during which the sunset funding applied will count in the calculation of the cumulative working period as long as no break in service longer than 60 consecutive calendar days has occurred.

NEW ARTICLE DOMESTIC VIOLENCE LEAVE

NEW ARTICLE DOMESTIC VIOLENCE LEAVE

XX:01 The Employer recognizes that employees sometimes face situations of violence or abuse, which may be physical, emotional or psychological, in their personal lives that may affect their attendance and performance at work.

XX:02 Employees experiencing domestic violence will be able to access ten (10) days of paid leave for attendance at medical appointments, legal proceedings and any other necessary activities. This leave will be in addition to existing leave entitlements and may be taken as consecutive or single days or as a fraction of a day, without prior approval.

XX:03 The Employer agrees that no adverse action will be taken against an employee if their attendance or performance at work suffers as a result of experiencing domestic violence.

XX:04 The Employer will approve any reasonable request from an employee experiencing domestic violence for the following:

- Changes to their working hours or shift patterns;
- Job redesign, changes to duties or reduced workload;
- Job transfer to another location or department or business line;
- A change to their telephone number, email address, or call screening to avoid harassing contact; and
- Any other appropriate measure including those available under existing provisions for family-friendly and flexible working arrangements.

XX:05 All personal information concerning domestic violence will be kept confidential in accordance with relevant legislation, and shall not be disclosed to any other party without the employee's express written agreement. No information on domestic violence will be kept on an employee's personnel file without their express written agreement

Workplace Policy

XX.06 The Employer will develop a workplace policy on preventing and addressing domestic violence at the workplace. The policy will be made accessible to all employees and will be reviewed annually. Such policy shall explain the appropriate action to be taken in the event that an employee reports domestic violence or is perpetrating domestic violence, identify the process for reporting,

risk assessments and safety planning, indicate available supports and protect employees' confidentiality and privacy while ensuring workplace safety for all.

Workplace supports and training

- XX.07** The Employer will provide awareness training on domestic violence and its impacts on the workplace to all employees.
- XX.08** The Employer will identify a contact in [Human Resources/Management] who will be trained in domestic violence and privacy issues for example: training in domestic violence risk assessment and risk management. The Employer will advertise the name of the designated domestic violence contact to all employees.

The Advocate

- XX.09** The Employer and the PSAC recognize that employees who identify as women sometimes need to discuss with another woman matters such as violence or abuse or harassment, at home or in the workplace. Workers ~~who are women~~ may also need to find out about resources in the workplace or community to help them deal with these issues such as the EAP program, a ~~women's~~ shelter, or a counsellor.
- XX.10** For these reasons, the parties agree to recognize the role of Advocate in the workplace.
- XX.11** The Advocate will be determined by the PSAC from amongst the bargaining unit employees ~~who identify as women~~.
- XX.12** The Advocate will meet with ~~women~~ workers as required and discuss problems with them and assist accordingly, referring them to the appropriate agency when necessary.
- XX.13** The Employer will provide access to a private office in order for the Advocate to meet with employees confidentially, and will provide access to a confidential telephone line and voice mail that is maintained by the Advocate and accessible to all ~~women~~ in the workplace. The Advocate will also have access to a management support person to assist her in her role when necessary.
- XX.14** The Employer and the PSAC will develop appropriate communications to inform all ~~women~~ employees of the advocacy role of the ~~Women's~~ Advocate and information on how to contact him or her.
- XX.15** The Advocate will participate in an initial basic training and an annual update training program to be delivered by the Alliance. The Employer agrees that leave for such training shall be with pay and will cover reasonable expenses associated with such training, such as lodging, transportation and meals.
- XX.16** Employees that are named as Advocate shall be granted leave with pay to carry out the duties associated with acting as an Advocate.

XX.17 No employee shall be prevented from accessing the service of the Advocate or of becoming an Advocate **once named by PSAC.**

**NEW ARTICLE/MOU
PREPARATION TIME FOR SLAUGHTERHOUSE INSPECTORS**

Add NEW to Article 60 (Wash up Time) or Article 24 (Hours of Work)

XX.01

- (a) All employees working in inspection (slaughterhouse) shall be provided a minimum of fifteen (15) minutes at the beginning and fifteen (15) minutes at the end of each shift for tooling up and tooling down. Time spent tooling up and tooling down shall form part of an employee's shift.**

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

NEW ARTICLE

FAMILY CAREGIVER LEAVE RELATED TO CRITICAL ILLNESS

- XX.01** Notwithstanding the definition of “family” found in clause 2, an employee who provides the Employer with proof that he or she is in receipt of or awaiting Employment Insurance (EI) Family Caregiver Benefits may be granted leave for periods of up to thirty-seven (37) weeks while in receipt of or awaiting these benefits.
- XX.02** When notified, an employee who was awaiting benefits must provide the Employer with proof that the request for Employment Insurance (EI) Family Caregiver Benefits has been accepted.
- XX.03** Leave granted under this clause shall be counted for the calculation of “continuous employment” for the purpose of calculating severance pay and “service” for the purpose of calculating vacation leave. Time spent on such leave shall be counted for pay increment purposes.
- XX.04** Where an employee is subject to a waiting period before receiving Employment Insurance Family Caregiver benefits, he or she shall receive an allowance of ninety-three per cent (93%) of his or her weekly rate of pay.
- XX.05** For each week the employee receives Family Caregiver benefit under the *Employment Insurance Plan*, he or she shall receive the difference between ninety-three per cent (93%) of his or her weekly rate and EI Family Caregiver Benefits.

**NEW ARTICLE
SELF-FUNDED LEAVE**

**NEW ARTICLE
SELF-FUNDED LEAVE**

XX.01 Subject to mutual agreement, an employee shall be entitled to a period of Leave Without Pay of not less than six (6) consecutive months and not more than one (1) year that is to commence immediately after a period not exceeding six (6) years after the date on which the earnings deferrals for the leave of absence commence. Such requests shall not be unreasonably denied.

**NEW ARTICLE
MEAT HYGIENE ALLOWANCE**

**NEW ARTICLE
MEAT HYGIENE ALLOWANCE**

XX.01 Effective 1 January 2019~~5~~, an employee who performs meat inspection duties in an abattoir will receive a meat hygiene allowance for all hours worked, including overtime hours, at the rate of 4% of her or his straight time hourly rate of pay.

**NEW ARTICLE
SOCIAL JUSTICE FUND**

**NEW ARTICLE
SOCIAL JUSTICE FUND**

XX.XX

The Employer shall contribute one cent (\$0.01) per hour worked to the PSAC Social Justice Fund and such contribution will be made for all hours worked by each employee in the bargaining unit. Contributions to the Fund will be made quarterly, in the middle of the month immediately following completion of each fiscal quarter year, and such contributions remitted to the PSAC National Office. Contributions to the Fund are to be utilized strictly for the purposes specified in the Letters Patent of the PSAC Social Justice Fund.

NEW ARTICLE

Whistle Blowing

NEW

XX.XX

No employee shall be disciplined or otherwise penalized, including but not limited to, demotion, suspension, dismissal, financial penalty, loss of seniority, advancement or opportunity in the public service, as a result of disclosing any wrongful act or omission, such as an offence against an Act of Parliament, an Act of a legislature of any province or any instrument issued under any such Act; an act or omission likely to cause a significant waste of public money; an act or omission likely to endanger public health or safety or the environment.

NEW
Joint Learning Program

RESERVE

Current LOU - not part of CA:

**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 CIFA 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 CFA.

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.

NEW ARTICLE NO CONTRACTING OUT

NEW ARTICLE PROTECTIONS AGAINST CONTRACTING OUT

- XX.01** The Employer shall use existing employees or hire and train new employees before contracting out work described in the Bargaining Certificate and in the Group Definition.
- XX.02** The Employer shall consult with the PSAC and share all information that demonstrates why a contracting out option is preferable. This consultation shall occur before a decision is made so that decisions are made on the best information available from all stakeholders.
- XX.03** Shared information shall include but is not limited to expected working conditions, complexity of tasks, information on contractors in the workplace, future resource and service requirements, skills inventories, knowledge transfer, position vacancies, workload, and potential risks and benefits to impacted employees, all employees affected by the initiative, and the public.
- XX.04** The Employer shall consult with the PSAC before:
- (i)** any steps are taken to contract out work currently performed by bargaining unit members;
 - (ii)** any steps are taken to contract out future work which could be performed by bargaining unit members; and
 - (iii)** prior to issuing any Request For Interest proposals.
- XX.05** The Employer shall review its use of temporary staffing agency personnel on an annual basis and provide the Alliance with a comprehensive report on the uses of temporary staffing, no later than three (3) months after the review is completed. Such notification will include comparable Public Service classification level, tenure, location of employment and reason for employment, and the reasons why indeterminate, term or casual employment was not considered, or employees were not hired from an existing internal or external pool.

**MOA
MEMORANDUM OF UNDERSTANDING BETWEEN THE CANADIAN
FOOD INSPECTION AGENCY AND THE PUBLIC SERVICE ALLIANCE
OF CANADA WITH RESPECT TO MENTAL HEALTH IN THE
WORKPLACE**

RESERVE pending discussion with Employer

**MOA
MEMORANDUM OF UNDERSTANDING BETWEEN THE CANADIAN
FOOD INSPECTION AGENCY AND THE PUBLIC SERVICE ALLIANCE
OF CANADA WITH RESPECT TO CHILD CARE**

RESERVE pending discussion with Employer

NEW ARTICLE
PRE-RETIREMENT LEAVE

NEW

XX.xx

The Employer will provide five (5) days of paid leave per year, up to a maximum of twenty-five (25) days, to employees who have the combination of age and years of service to qualify for an immediate annuity without penalty under the *Public Service Superannuation Act*.

NEW ARTICLE

PRE-RETIREMENT TRANSITION LEAVE

NEW

XX.xx Employees who are within two (2) years of retirement may reduce the length of their workweek by up to forty percent (40%). Pay for participating employees would be adjusted to reflect the shorter workweek, but their pension and benefits coverage, as well as premiums or contributions, would continue at prearrangement levels. Employees may take Pre-Retirement Transition Leave for up to two (2) years, but must agree to retire at the end of the leave period.

**NEW ARTICLE
CLASSIFICATION**

The Union Reserves the right to present demands concerning classification, pending a review of the implementation of the MOU reached between the parties at the end of the last round of bargaining.

NEW APPENDIX

(new language)

Memorandum of Agreement with Respect to Administrative Suspensions Pending Investigations

Stoppage of pay and allowances will only be invoked in extreme circumstances when it would be inappropriate to pay an employee.

Each case will be dealt with on its own merits and will be considered when the employee is:

- 1. in jail awaiting trial, or**
- 2. clearly involved in the commission of an offence that contravenes a federal Act or the Code of Conduct, and significantly affects the proper performance of his/her duties. If the employee's involvement is not clear during the investigation, the decision shall be deferred pending completion of the preliminary hearing or trial in order to assess the testimony under oath.**