



File: 2122-995-3

September 18, 2020

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

RE: TENTATIVE AGREEMENT

On September 2, 2020, after almost two years of negotiations, our CFIA bargaining team reached a tentative agreement with the Agency. Our bargaining team unanimously recommends ratification of our new agreement.

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

The duration of this new agreement is January 1, 2019 to December 31, 2021.

HIGHLIGHTS OF OUR TENTATIVE AGREEMENT

Economic Increases

The tentative agreement contains significant improvements to monetary compensation for members. This includes general wage increases, increase to allowance paid to Compensation Advisors and a one-time lump sum payment to EG members working in abattoirs. Further details are provided below.

The total compensation for all CFIA group members amounts to a minimum increase of 6.35% over the three years of the collective agreement.

- Effective January 1, 2019: 2.8%
- Effective January 1, 2020: 2.2%
- Effective January 1, 2021: 1.35%

Members who were part of the bargaining unit between the first day of the collective agreement (i.e. the day following the expiry of the previous agreement) and the official date of signature, are entitled to a one-time payment of \$500 for the Employer's one hundred and eighty (180) day implementation timeline.

Members facing additional implementation delays will receive \$50 for each additional ninety (90) day period.

1. PAY AND ALLOWANCES

RETROACTIVITY FOR COMPENSATION ADVISORS ALLOWANCE

Employees who meet the eligibility criteria for new or amended allowance on the date of signature of the collective agreement are eligible to receive half of their annual entitlement as a one-time lump sum payment to be issued within 180 days of signature of the collective agreement as follows:

- Employees newly eligible to the compensation Advisors Retention allowance: \$1750; and,
- Employees already eligible to the current \$2500 Compensation Advisors Retention allowance on date of signature of the collective agreement: \$500.

WAGE ADJUSTMENTS

Members in the following groups and sub-groups will receive wage adjustments applied in Year 3 of the collective agreement:

- **General Labour (GL)**
 - Electrical Installing and Maintaining (**EIM**): 5%
 - Machinery Maintaining (**MAM**): 1.5%
 - Manipulating (**MAN**): 1.5%
 - Pipefitting (**PIP**): 1%
- **Heating, Power and Stationary Plant Operation (HP):** 11.5%
- **Social Science Support (SI):** 2.47%
- **Financial Management (FI):** Harmonization of step increments and 0.15% for FI-04 level employees

ARTICLE 26 – SHIFT PREMIUMS

Shift premiums for employees working between 4 p.m. and 8 a.m. will increase by 12.5% (from \$2.00/hour to \$2.25/hour).

2. HOURS OF WORK AND TRAVEL

ARTICLE 27 – OVERTIME

Meal reimbursement increased to \$12 from \$10 (**Article 27.08**).

ARTICLE 33 – TRAVELLING TIME

Employees are now compensated for five (5) hours of stop-over (was four hours) when required to travel outside of headquarters area on government business (**Article 33.02**).

NEW (OUTSIDE THE CA) – MEMORANDUM OF UNDERSTANDING CONCERNING A ONE-TIME LUMP SUM PAYMENT TO EMPLOYEES WORKING IN SALUGHTERHOUSE FACILITIES

The Employer will provide a one-time lump sum payment of \$250 to each employee who is working, as of the date of signing of the collective agreement, at the EG-02, EG-03 or EG-05 occupational group and level in a slaughterhouse facility.

3. WORK/LIFE BALANCE

ARTICLE 24 – HOURS OF WORK

Added new language where employees who nurse can now request unpaid breaks to nurse or express milk.

ARTICLE 42 – MATERNITY LEAVE WITHOUT PAY (as per Common Issues)

Addition of Schedule I, IV and V of the Financial Administration Act, which allows mobility between the CFIA, the core public administration and 25 other separate agencies, including the Canada Revenue Agency, Parks Canada and the National Research Council, without an obligation to repay allowances. This change gives more flexibility to parents who wish to change positions within the federal public service.

ARTICLE 44 – PARENTAL LEAVE WITHOUT PAY (as per Common Issues)

Extended parental leave without pay

For parents covered by EI and the QPIP - Introduction of extended parental leave without pay for 86 weeks, with no impact on the five-year limit in Article 45.

Additional week under the EI Act

If both parents work in the public service and they have divided the full 40 weeks of parental leave, one of the two parents can receive the additional week.

Additional weeks under the QPIP

If both adoptive parents work in the public service and they have divided the full 37 weeks of adoption leave, one of the two parents can receive the two additional weeks; and, if both biological parents work in the public service and they take all 32 weeks of the parental leave as well as the 5 weeks of paternity leave, one of the two parents can receive two additional weeks.

Change in the number of weeks with allowance

New maximum of 57 weeks per couple with 93% allowance. This will allow for the inclusion of five paternity weeks, under the QPIP, where both parents work in the public service and the inclusion of five or eight new weeks of parental leave under the Employment Insurance Act, where both parents work in the public service.

Under the EI Act – Parental allowance for extended leave

Parents covered by EI over the new extended leave period will be eligible for a supplementary allowance equivalent to 55.8% of their weekly rate of pay.

Repayment formula

Addition of Schedule I, IV and V of the Financial Administration Act, which allows mobility between the CFIA, the core public administration and 25 other separate agencies, including the Canada Revenue Agency, Parks Canada and the National Research Council, without an obligation to repay allowances. This change gives more flexibility to parents who wish to change positions within the federal public service.

ARTICLE 45 – LEAVE WITHOUT PAY FOR THE CARE OF FAMILY

Expansion of leave provision to include care of 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.

Also added new language (as per Common Issues) on CAREGIVING LEAVE

New Caregiving Leave provisions that include the three types of leave provided for under EI:

- Compassionate Care Benefits
- Family Caregiver Benefits for Children
- Family Caregiver Benefits for Adults

The leave is for the same duration as stipulated in EI and includes the applicable waiting period. Leave granted under this clause shall count towards severance pay, vacation leave and pay increments.

ARTICLE 46 – LEAVE WITH PAY FOR FAMILY-RELATED RESPONSIBILITIES

Expansion of leave provision to include care of 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 50 – BEREAVEMENT LEAVE WITH PAY

Expansion of leave provision to include one-time Bereavement Leave for 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.

APPENDIX H – EMPLOYEE WELLNESS

Deletion of memorandum of understanding. As a result, sick leave will remain untouched.

4. EMPLOYMENT PROTECTION

APPENDIX B – Employment Transition Policy (as per Common Issues)

Increase in education allowance from \$15,000 to \$17,000 for indeterminate employees who are laid off during workforce adjustment process.

5. WORKPLACE RIGHTS

ARTICLE 11 – USE OF EMPLOYER FACILITIES (as per Common Issues)

Language added to specify that permission of PSAC staff to access Employer premises will not be unreasonably denied.

ARTICLE 13 – LEAVE WITH OR WITHOUT PAY FOR UNION BUSINESS (as per Common Issues)

Housekeeping changes.

NEW ARTICLE – DOMESTIC VIOLENCE LEAVE (as per Common Issues)

New: ten days of annual leave for employees who are subject to domestic violence.

NEW LOU – JOINT LEARNING PROGRAM (outside CA)

Two-year extension of the Joint Learning Program (JLP) pilot with a financial commitment of \$300,000 over the two years.

NEW APPENDIX – IMPLEMENTATION (as per Common Issues)

Language detailing the implementation of the collective agreement including a \$500 amount payable within 180 days of signature, in recognition of extended implementation timeframes and the significant number of transactions that have not been entered in the pay system.

For employees whose new conditions are not implemented within 180 days, they will receive an additional \$50 allowance for every subsequent complete period of 90 days their collective agreement is not implemented.

There will be a six (6) month delay in the implementation of new allowances that will be compensated with a lump-sum payment.

NEW APPENDIX – MENTAL HEALTH (as per Common Issues)

Addition of a new memorandum of understanding with respect to mental health in the workplace as part of the collective agreement which established the Joint Task Force on Mental Health (the Joint Task Force). The MOU outlines the role of the Employer in consulting and working with the Union on the implementation and monitoring of CFIA's strategy on mental health in the workplace.

NEW APPENDIX – CHILDCARE (as per Common Issues)

Addition of a new memorandum of understanding building on the report of the Joint National Child Care Committee (JNCCC)'s work.

ARTICLE 66 – DURATION

The new agreement, if ratified by the membership, will expire on December 31, 2021.

OTHER ISSUES

Appendix G – Wash-up Time

Renewed the MOU and added language whereby the parties will also review and discuss the Union's concerns about preparatory time (tooling up and tooling down) for slaughterhouse inspectors with the goal of finding solutions.

ARTICLE 62 – SEVERANCE PAY (House Keeping changes)

Removed clauses from the article that are no longer applicable (severance for voluntary separations) and added them into a new appendix for archival purposes.

The new agreement, if ratified by the membership, will expire on December 31, 2021.

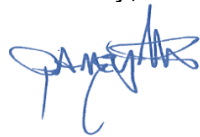
Your Bargaining Team, comprising:

Terri Lee	Marlene O'Neil
Robert MacDonald	Jan Pennington
Dorothy McRae	Audrey St-Germain
Andrew Neufeld	Karen Zoller

Hassan Hussein, PSAC Negotiator
Silja Freitag, PSAC Research Officer

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

Sincerely,



Jamey Mills
Regional Executive Vice-President

cc. National Board of Directors
Regional Political Action and Communication Officers
Negotiations Section
Amarkai Laryea, A/Director, Representation and Legal Services Branch
Regional Coordinators
Fraser McDonald, Supervisor, Membership Administration
Chantal Fréchette, Administrative Assistant, Membership Administration
Dale Robinson, Strike Mobilization Project Officer
Connor Spencer, Strike Mobilization Officer
Kelly Greig, Member Information Advisor

**MEMORANDUM OF SETTLEMENT
BETWEEN THE
CANADIAN FOOD INSPECTION AGENCY
AND THE
PUBLIC SERVICE ALLIANCE OF CANADA
IN RESPECT OF THE
PUBLIC SERVICE ALLIANCE OF CANADA GROUP**

1. The Parties herein agree to the terms of this Memorandum as constituting full settlement of all matters in dispute.
2. The undersigned representatives of the Parties do hereby agree to unanimously recommend complete acceptance of all the terms of this Memorandum to their respective principals.
3. Unless otherwise specified, the provisions of the Collective Agreement shall take effect on the date the Collective Agreement is signed by both Parties.
4. The Parties herein agree that the said Collective Agreement shall include the terms of the previous Collective Agreement which expired on December 31, 2018, and the following amendments are incorporated:
 - a. All those Matters Agreed To and signed by the Parties prior to the date of this Memorandum of Settlement, which are attached hereto, dated:
 - i. July 17, 2019;
 - ii. August 7, 2019;
 - iii. August 25, 2020
 - iv. August 27, 2020; and
 - v. September 1, 2020.
 - b. All those Matters Agreed To and signed by the Parties on the date of this Memorandum of Settlement, which are attached hereto.
5. Duration (Article 66) – A three (3) year agreement, expiry date of December 31, 2021.
6. The Parties herein agree that the provisions of this Collective Agreement shall be implemented by the Parties within a period of one hundred and eighty (180) days from the date of signing as per the Memorandum of Understanding with respect to the implementation of the Collective Agreement.
7. It is agreed that employees who meet the eligibility criteria for new or amended allowances on the date of signature of the collective agreement are eligible to a onetime lump sum payment as follows:
 - Employees newly eligible to the compensation Advisors Retention allowance: \$1750; and,

- Employees already eligible to the current \$2500 Compensation Advisors Retention allowance on date of signature of the collective agreement: \$500.
8. Implementation of the provisions for Article 44 – Parental Leave without pay will be in effect as of the date of signature of the collective agreement.
 9. The Employer and the Public Service Alliance of Canada agree to withdraw all other outstanding proposals and counter-proposals.
 10. Unless otherwise specified, existing provisions are renewed.

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. 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.

ARTICLE 13

LEAVE WITH OR WITHOUT PAY FOR UNION BUSINESS

- 13.14** ~~Effective January 1, 2018,~~ Leave granted to an employee under Article **clauses** 13.02, 13.09, 13.10, 13.12, and 13.13 will be with pay; **and** 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.

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 origin, religious affiliation, sex, sexual orientation, gender identity ~~or~~ expression, family status, **genetic characteristics**, mental or physical disability, 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.**

ARTICLE 24
HOURS OF WORK

NEW

24.XX Subject to operational requirements, every employee who is nursing shall, upon request, have their hours of work scheduled in a way to provide for any unpaid breaks necessary for them to nurse or to express breast milk. Such request shall not be unreasonably denied.

ARTICLE 26
SHIFT PREMIUMS

26.01 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 **and twenty-five cents** (~~\$2.00~~ **\$2.25**) 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.

ARTICLE 27
OVERTIME

27.08

- (a) An employee who works three (3) or more hours of overtime immediately before or immediately following the employee's scheduled hours of work shall be reimbursed for one (1) meal in the amount of ~~ten~~ **twelve** dollars (\$~~10~~**12**.00) except where free meals are provided.
- (b) When an employee works overtime 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 ~~ten~~ **twelve** dollars (\$~~10~~**12**.00) 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.
- (d) Meal allowances under this clause shall not apply to an employee who is in travel status which entitles the employee to claim expenses for lodging and/or meals

ARTICLE 33
TRAVELLING TIME

33.02 When an employee is required to travel 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 **five (5)** ~~four (4)~~ hours.

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.

ARTICLE 37
LEAVE – GENERAL

37.03 An employee **who does not have electronic access to the leave system** is entitled, once in each fiscal year **or as may be reasonably required**, to be informed upon request, of the balance of his or her vacation and sick leave credits.

ARTICLE 38
VACATION LEAVE WITH PAY

Entitlement to Vacation Leave With Pay

38.03 An employee is entitled to vacation leave with pay to the extent of the employee's earned credits but an employee who has completed six (6) months of continuous employment may receive an advance of credits equivalent to the anticipated credits for the **current** vacation year.

...

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. In the case of denial, alteration or cancellation of such leave, the Employer shall give the ~~written~~ reason **therefore in writing**, upon written request from the employee.

...

Advance Payments

~~**38.11** The Employer agrees to issue advance payments of estimated net salary for vacation periods of two (2) or more complete weeks, provided a written request for such advance payment is received from the employee at least six (6) weeks prior to the last pay day before the employee's vacation period commences.~~

~~Providing the employee has been authorized to proceed on vacation leave for the period concerned, pay in advance of going on vacation shall be made prior to departure. Any overpayment in respect of such pay advances shall be an immediate first (1st) charge against any subsequent pay entitlements and shall be recovered in full prior to any further payment of salary.~~

ARTICLE 42
MATERNITY LEAVE WITHOUT PAY

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 sub-clauses 42.02(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 Québec 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 **within the federal public administration, as specified in Schedule I, Schedule IV or Schedule V of the Financial Administration Act**, 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 sub-paragraph (A), she will work for a period equal to the period she was in receipt of the maternity allowance;
 - (C) should she fail to return to work in **as described in sub-paragraph (A)**, ~~for the Employer, Parks Canada, The Canada Revenue Agency or the Core Public Administration, in accordance with sub-paragraph (A)~~, or should she return to work but fail to work for the total period specified in sub-paragraph (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 sub-paragraph (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 received) X (remaining period to be worked following
her return to work)

[Total period to be worked as specified in (B)]

however, an employee whose specified period of employment expired and who is rehired **within the federal public administration as described in sub-paragraph (A)**, ~~by the Employer, Parks Canada, The Canada Revenue Agency or the Core Public Administration~~ 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 sub-paragraph (B).

- (b) For the purpose of sub-paragraphs 42.02(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 sub-paragraph 42.02(a)(iii)(~~B~~), **without activating the recovery provisions describe in section 42.02 (a)(iii)(C)**.
- (c) Maternity allowance payments made in accordance with the SUB Plan will consist of the following:
- (i) where an employee is subject to a waiting period before receiving Employment Insurance maternity benefits, ninety-three percent (93%) of her weekly rate of pay **(and the recruitment and retention “terminable allowance”, if applicable)** 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 recruitment and retention “terminable allowance”, if applicable)** 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 **the Employment Insurance Plan** and thereafter remains on maternity leave without pay, she is eligible to receive a further maternity allowance for a period of one (1) week at ninety-three percent (93%) of her weekly rate of pay,

(and the recruitment and retention “terminable allowance”, if applicable),
less any other monies earned during this period.

- (d) At the employee's request, the payment referred to in paragraph 42.02(c)(i) will be estimated and advanced to the employee. Adjustments will be made once the employee provides proof of receipt of Employment Insurance or Québec Parental Insurance Plan maternity benefits.
- (e) The maternity allowance to which an employee is entitled is limited to that provided in sub-clause 42.02(c) 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) The weekly rate of pay referred to in paragraph (c) 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) The weekly rate of pay referred to in sub-clause 42.02(f) shall be the rate **(and the recruitment and retention “terminable allowance”, if applicable)**, to which the employee is entitled for her substantive level to which she is appointed.
- (h) Notwithstanding sub-clause 42.02(g), and subject to paragraph 42.02(f)(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 **(and the recruitment and retention “terminable allowance”, if applicable)**, was being paid on that day.
- (i) 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.
- (j) 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 **42.03(a)(i)**, the difference between ninety-three percent (93%) of her weekly rate of pay (**and the recruitment and retention “terminable allowance”, if applicable**), 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 **the** Employment Insurance or the Québec Parental Insurance Plan had she not been disqualified from Employment Insurance **or Québec Parental 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 ~~fifty-second (52nd)~~ **seventy-eighth (78th)** week following the birth, request the Employer to modify her job functions or reassign her to another job if, by reason of the pregnancy or nursing, continuing any of her current functions may pose a risk to her health or that of the foetus or child. On being informed of the cessation, the Employer, with the written consent of the employee, shall notify the appropriate work place committee or the health and safety representative.

...

43.05

Where the Employer concludes that a modification of job functions or a reassignment that would avoid the activities or conditions indicated in the medical certificate is not reasonably practicable, the Employer shall so inform the employee in writing and shall grant leave of absence without pay to the employee for the duration of the risk as indicated in the medical certificate. However, such leave shall end no later than ~~fifty-two (52)~~ **seventy-eight (78)** weeks after the birth.

ARTICLE 44
PARENTAL LEAVE WITHOUT PAY

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 for **either**:

(i) a single period of up to thirty-seven (37) consecutive weeks in the fifty-two (52) week period (**standard option**);

or

(ii) a single period of up to sixty-three (63) consecutive weeks in the seventy-eight (78) week period (**extended option**),

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 **either**:

(i) a single period of up to thirty-seven (37) consecutive weeks in the fifty-two (52) week period (**standard option**);

or

(ii) a single period of up to sixty-three (63) consecutive weeks in the seventy-eight (78) week period (**extended option**),

beginning on the day on which the child comes into the employee's care.

(c) Notwithstanding sub-clauses **44.01(a)** and (b) above, at the request of an employee and at the discretion of the Employer, the leave referred to in sub-clauses **44.01(a)** and (b) above may be taken in two (**2**) periods.

(d) Notwithstanding sub-clauses **44.01(a)** and (b):

(i) where the employee's child is hospitalized within the period defined in the above paragraphs, and the employee has not yet proceeded on parental leave without pay;

or

- (ii) where the employee has proceeded on parental leave without pay and then returns to work for all or part of the period during which his or her child is hospitalized,

the period of parental leave without pay specified in the original leave request may be extended by a period equal to that portion of the period of the child's hospitalization during which the employee was not on parental leave. However, the extension shall end not later than one hundred and four (104) weeks after the day on which the child comes into the employee's care.

- (e) An employee who intends to request parental leave without pay shall notify the Employer at least four (4) weeks before the commencement date of such leave.
- (f) The Employer may:
 - (i) defer the commencement of parental leave without pay at the request of the employee;
 - (ii) grant the employee parental leave without pay with less than four (4) weeks' notice;
 - (iii) require an employee to submit a birth certificate or proof of adoption of the child.
- (g) Leave granted under this clause shall count 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 count for pay increment purposes.

44.02 Parental Allowance

Under the Employment Insurance (EI) benefits plan, parental allowance is payable under two options, either:

- **Option 1 : standard parental benefits, 44.02 sub-clauses (c) to (k), or**
- **Option 2 : extended parental benefits, 44.02 sub-clauses (l) to (t).**

Once an employee elects the standard or extended parental benefits and the weekly benefit top up allowance is set, the decision is irrevocable and shall not be changed should the employee return to work at an earlier date than that originally scheduled.

Under the Québec Parental Insurance Plan (QPIP), parental allowance is payable only under Option 1: standard parental benefits.

44.02 Parental Allowance Administration

(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 sub-clauses 44.02(c) to (i), **or (l) to (r)** 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, adoption or paternity benefits under **the** Employment Insurance **Plan** 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 **within the federal public administration, as specified in Schedule I, Schedule IV or Schedule V of the Financial Administration Act**, 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 sub-paragraph (A), the employee will work for a period equal to the period the employee was in receipt of the **standard** parental allowance, in addition to the period of time referred to in sub-paragraph 42.02(a)(iii)(B), if applicable; **Where the employee has elected the extended parental allowance, following his or her return to work as described in sub-paragraph (A), the employee will work for a period equal to sixty percent (60%) of the period the employee was in receipt of the extended parental allowance in addition to the period of time referred to in sub-paragraph 42.02(a)(iii)(B), if applicable.**

(C) should he or she fail to return to work **as described in sub-paragraph (A) for the Employer, Parks Canada, The Canada Revenue Agency or the Core Public Administration**, in accordance with sub-paragraph (A) or should he or she return to work but fail to work the total period specified in sub-paragraph (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 sub-paragraph (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;

(Allowance received) X (remaining period to be worked, **as specified in division (B)**, following his or her return to work)

[Total period to be worked as specified in **division (B)**]

however, an employee whose specified period of employment expired and who is rehired **within the federal public administration as described in sub-paragraph (A)**, by the Employer, Parks Canada, The Canada Revenue Agency or the Core Public Administration 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 sub-paragraph (B).

- (b) For the purpose of sub-paragraphs **44.02(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 sub-paragraph (a)(iii)(B), without activating the recovery provisions described in sub-paragraph **44.02(a)(iii)(C)**.

Option 1 - Standard Parental Allowance:

- (c) Parental Allowance payments made in accordance with the SUB Plan will consist of the following:

- (i) where an employee **on parental leave without pay as described in paragraph 44.02(a)(i) and (b)(i)**, has elected to receive **Standard Employment Insurance parental benefits** and is subject to a waiting period before receiving Employment Insurance parental benefits, ninety-three percent (93%) of his or her weekly rate of pay (**and the recruitment and retention "terminable allowance", if applicable**) for each week of the waiting period, less any other monies earned during this period;

at

- (ii) for each week in respect of which the employee receives parental, adoption or paternity benefits under **the Employment Insurance Plan** 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 recruitment and retention "terminable allowance", if applicable**) and the

parental, adoption or paternity-benefits, less any other monies earned during this period which may result in a decrease in his or her parental, adoption or paternity benefits 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 **or has divided the full thirty-two (32) weeks of parental benefits with another employee in receipt of the full five (5) weeks paternity** under the Québec Parental Insurance Plan **for the same child** and **either employee** thereafter remains on parental leave without pay, ~~she~~ **that employee** is eligible to receive a further parental allowance for a period of **up to two (2) weeks**, ninety-three percent (93%) of ~~her~~ **their** weekly rate of pay for each week **(and the recruitment and retention “terminable allowance”, if applicable)**, less any other monies earned during this period;
- (iv) where an employee has divided the full thirty-seven (37) weeks of adoption benefits with another employee under the Québec Parental Insurance Plan for the same child and either employee thereafter remains on parental leave without pay, that employee is eligible to receive a further parental allowance for a period of up to two (2) weeks, ninety-three per cent (93%) of their weekly rate of pay (and the recruitment and retention “terminable allowance”, if applicable) for each week, less any other monies earned during this period;
- (v) where an employee has received the full thirty-five (35) weeks of parental benefit under the Employment Insurance Plan and thereafter remains on parental leave without pay, he/or she is eligible to receive a further parental allowance for a period of one (1) week, ninety-three percent (93%) of his or her weekly rate of pay (and the recruitment and retention “terminable allowance”, if applicable) 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 paragraph 42.02 (c)(iii) for the same child.
- (vi) where an employee has divided the full forty (40) weeks of parental benefits with another employee under the Employment Insurance Plan for the same child and either employee thereafter remains on parental leave without pay, that employee is eligible to receive a further parental allowance for a period of one (1) week, ninety-three per cent (93%) of their weekly rate of pay (and the recruitment and retention “terminable allowance”, if applicable) 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 paragraph 42.02(c)(iii) and 44.02(c)(v) for the same child;

- (d) At the employee's request, the payment referred to in paragraph 44.02(c)(i) will be estimated and advanced to the employee. Adjustments will be made once the employee provides proof of receipt of Employment Insurance ~~Plan~~ or Québec ~~Parental Insurance Plan~~ parental benefits.
- (e) The parental allowance to which an employee is entitled is limited to that provided in sub-clause 44.02(c) 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 **Act Respecting Parental Insurance** ~~Parental Insurance Act~~ in Québec.
- (f) The weekly rate of pay referred to in paragraph ~~sub-clause~~ **44.02(c)** 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 **or parental leave without pay**, 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) The weekly rate of pay referred to in sub-clause 44.02(f) shall be the rate **(and the recruitment and retention "terminable allowance", if applicable)** to which the employee is entitled for the substantive level to which she or he is appointed.
- (h) Notwithstanding sub-clause 44.02(g), and subject to paragraph 44.02(f)(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 **(and the recruitment and retention "terminable allowance", if applicable)** the employee was being paid on that day.
- (i) Where an employee becomes eligible for a pay increment or pay revision while in receipt of parental allowance, the allowance shall be adjusted accordingly.
- (j) Parental allowance payments made under the SUB Plan will neither reduce nor increase an employee's deferred remuneration or severance pay.

- (k) The maximum combined, **shared**, maternity and **standard** parental allowances payable shall not exceed fifty-~~seventwo~~ (57~~2~~) weeks for each combined maternity and parental leave without pay.

Option 2 - Extended Parental Allowance:

- (l) **Parental Allowance payments made in accordance with the SUB Plan will consist of the following:**
- (i) **where an employee on parental leave without pay as described in paragraphs 44.01(a)(ii) and (b)(ii), has elected to receive Extended Employment Insurance parental benefits and is subject to a waiting period before receiving Employment Insurance parental benefits, fifty-five decimal eight per cent (55.8%) of his or her weekly rate of pay (and the recruitment and retention “terminable allowance”, if applicable) for the waiting period, less any other monies earned during this period;**
 - (ii) **for each week the employee receives parental benefits under the Employment Insurance Plan, he or she is eligible to receive the difference between fifty-five decimal eight per cent (55.8%) of his or her weekly rate (and the recruitment and retention “terminable allowance”, if applicable) and the parental benefits, less any other monies earned during this period which may result in a decrease in his or her parental benefits 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 sixty-one (61) weeks of parental benefits under the Employment insurance Plan and thereafter remains on parental leave without pay, he or she is eligible to receive a further parental allowance for a period of one (1) week, fifty-five decimal (55.8%) of his or her weekly rate of pay (and the recruitment and retention “terminable allowance”, if applicable) 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 paragraph 42.02(c)(iii) for the same child;**
 - (iv) **where an employee has divided the full sixty-nine (69) weeks of parental benefits with another employee under the Employment Insurance Plan for the same child and either employee thereafter remains on parental leave without pay, that employee is eligible to receive a further parental allowance for a period of one (1) week, fifty-five decimal eight per cent (55.8)% of their weekly rate of pay (and the recruitment and retention “terminable allowance”, if applicable) 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 paragraph 42.02(c)(iii) for the same child.

- (m) At the employee's request, the payment referred to in paragraph 44.02(l)(i) will be estimated and advanced to the employee. Adjustments will be made once the employee provides proof of receipt of Employment Insurance.
- (n) The parental allowance to which an employee is entitled is limited to that provided in sub-clause 44.02(l) and an employee will not be reimbursed for any amount that he or she is required to repay pursuant to the Employment Insurance Act.
- (o) The weekly rate of pay referred to in sub-clause 44.02(l) shall be:
 - (i) for a full-time employee, the employee's weekly rate of pay on the day immediately preceding the commencement of 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 parental leave without pay, the rate obtained by multiplying the weekly rate of pay in paragraph 44.02(o)(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.
- (p) The weekly rate of pay referred to in sub-clause 44.02(l) shall be the rate (and the recruitment and retention "terminable allowance", if applicable) to which the employee is entitled for the substantive level to which he or she is appointed.
- (q) Notwithstanding sub-clause 44.02(p), and subject to paragraph 44.02(o)(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 (and the recruitment and retention "terminable allowance", if applicable), the employee was being paid on that day.
- (r) Where an employee becomes eligible for a pay increment or pay revision while in receipt of the allowance, the allowance shall be adjusted accordingly.
- (s) Parental allowance payments made under the SUB Plan will neither reduce nor increase an employee's deferred remuneration or severance pay.

- (t) **The maximum combined, shared, maternity, and extended parental allowances payable shall not exceed eighty-six (86) 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 paragraph 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

- (iii) has satisfied all of the other eligibility criteria specified in sub-clause 44.02(a), other than those specified in sub-paragraphs (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 **44.03(a)(i)**, the difference between ninety-three percent (93%) of the employee's rate of pay (**and the recruitment and retention "terminable allowance", if applicable**) 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 during which 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
LEAVE WITHOUT PAY FOR THE CARE OF FAMILY

45.01 Both parties recognize the importance of access to leave for the purpose of care for family.

NEW

45.02 For the purpose of this article, “family” is defined per Article 2 and in addition:

(a) 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.

45.02

45.03 (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 period of three (3) weeks;

(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.

45.02 ~~(e) Compassionate Care Leave~~

~~(i) 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 Compassionate Care Benefits may be granted leave for periods of less than three (3) weeks while in receipt of or awaiting these benefits.~~

~~(ii) 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 Compassionate Care Benefits.~~

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

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

45.03

45.04 An employee who has proceeded on leave without pay may change his or her return to work date if such change does not result in additional costs to the Employer.

45.04

45.05 All leave granted under Leave Without Pay for the Long-Term Care of a Parent or under Leave Without Pay for the Care and Nurturing of Pre-School Age Children under the terms of previous collective agreements between the Canadian Food Inspection Agency and the Public Service Alliance of Canada or other agreements will not count towards the calculation of the maximum amount of time allowed for Care of Family during an employee's total period of employment in the Canadian Food Inspection Agency and in the Public Service.

45.02

45.06 Caregiving Leave

- (e)(a) (i)** ~~Notwithstanding the definition of "family" found in clause 2.01 and notwithstanding paragraphs 45.02(b) and (d) above, an~~ An employee who provides the Employer with proof that he or she is in receipt of or awaiting Employment Insurance (EI) benefits for Compassionate Care Benefits, **Family Caregiver Benefits for Children and/or Family Caregiver Benefits for Adults** may ~~shall~~ be granted leave for periods of less than ~~three (3) weeks without pay while~~ in receipt of or awaiting these benefits.
- (b) (iii)** ~~Leave granted under this clause may exceed the five (5) year maximum provided in paragraph 41.02(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. The leave without pay described in 45.04~~**45.06(a)** shall not exceed twenty-six (26) weeks for Compassionate Care Benefits, thirty-five (35) weeks for Family Caregiver Benefits for Children and fifteen (15) weeks for Family Caregiver Benefits for Adults, in addition to any applicable waiting period.
- (c) (iii)** When notified, an employee who was awaiting benefits must provide the Employer with proof that the request for Employment Insurance (EI) Compassionate Care Benefits, **Family Caregiver Benefits for Children and/or Family Caregiver Benefits for Adults** has been accepted.
- (d) (iv)** When an employee is notified that their request for Employment Insurance (EI) Compassionate Care Benefits, **Family Caregiver Benefits for Children and/or Family Caregiver Benefits for Adults** has been denied, clause ~~45.04~~**45.06 (a)** above ceases to apply.
- (e)** Leave granted under this clause shall count 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 count for pay increment purposes.

ARTICLE 46

LEAVE WITH PAY FOR FAMILY-RELATED RESPONSIBILITIES

46.01 For the purpose of this Article, family is defined as:

- (a) spouse or common-law partner resident with the employee;
- (b) dependent children (including foster children or children of spouse or common-law partner, ward of the employee);
- (c) 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; **or**
- (h) 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.**

...

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;

...

ARTICLE 50
BEREAVEMENT LEAVE WITH PAY

New

50.01 For the purpose of this article, “family” is defined per Article 2 and in addition:

- (a) 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. An employee shall be entitled to bereavement leave under 50.01(a) only once during the employee’s total period of employment in the public service.

~~50.01~~

50.02 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~~

50.03 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 and grandparents of spouse.

~~50.03~~

50.04 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 ~~50.0250.04~~ and ~~50.0350.02~~, 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~~

50.05 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 ~~50.0250.04~~ and ~~50.0350.02~~.

ARTICLE 53

EDUCATION LEAVE WITHOUT PAY, CAREER DEVELOPMENT LEAVE WITH PAY AND 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 an 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 62
SEVERANCE PAY

~~Effective on November 8, 2014, paragraphs 62.01(b) and (d) are deleted from this Collective Agreement.~~

62.01 Under the following circumstances and subject to clause 62.02, an employee shall receive severance benefits calculated on the basis of the weekly rate of pay to which he or she is entitled for the classification prescribed in his or her certificate of appointment on the date of his or her termination of employment.

(a) Lay-Off

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

~~(b) Resignation~~

~~On resignation, subject to sub-clause 62.01(d) and with ten (10) or more years of continuous employment, one-half (0.5) week's pay for each complete year of continuous employment up to a maximum of twenty-six (26) years with a maximum benefit of thirteen (13) weeks' pay.~~

(be) Rejection on Probation

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

~~(d)~~ **Retirement**

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

~~or~~

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

(ce) Death

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

(df) Termination for Cause for Reasons of Incapacity or Incompetence

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

(ii) When an employee has completed more than ten (10) years of continuous employment and ceases to be employed by reason of termination for cause for reasons of incompetence pursuant to paragraph 12(2)(d) of the

Financial Administration Act, one (1) week's pay for each complete year of continuous employment with a maximum benefit of twenty-eight (28) weeks.

62.02 Severance benefits payable to an employee under this Article shall be reduced by any period of continuous employment in respect of which the employee was already granted any type of termination benefit. Under no circumstances shall the maximum severance pay provided under clause 62.01 and 62.04 be pyramided.

For greater certainty, payments **in lieu of severance for the elimination of severance pay for voluntary separation (resignation and retirement)** made pursuant to 62.04 to 62.07 **under Appendix XX** or similar provisions in other collective agreements shall be considered as a termination benefit for the administration of this clause.

62.03 Appointment to another employer organization

An employee who resigns to accept an appointment with an organization listed in Schedule I, IV or V of the Financial Administration Act shall be paid **any outstanding payment in lieu of severance, if applicable under Appendix XX**. ~~all severance payments resulting from the application of 62.01(b) prior to November 8, 2014 or 62.04 to 62.07 after November 8, 2014.~~

62.04 Employees who were subject to the payment in lieu of severance for the elimination of severance pay for voluntary separation (resignation and retirement) and who opted to defer their payment, the former provisions outlining the payment in lieu are found at Appendix XX.

~~62.04 Severance Termination~~

~~(a) — Subject to 62.02 above, indeterminate employees on November 8, 2014 shall be entitled to a severance payment equal to one (1) week's pay for each complete year of continuous employment and, in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by three hundred and sixty five (365), to a maximum of thirty (30) weeks.~~

~~(b) — Subject to 62.02 above, term employees on November 8, 2014 shall be entitled to a severance payment equal to one (1) week's pay for each complete year of continuous employment, to a maximum of thirty (30) weeks.~~

Terms of Payment

~~62.05 Options~~

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

- ~~(a) — as a single payment at the rate of pay of the employee's substantive position as of November 8, 2014, or~~
- ~~(b) — as a single payment at the time of the employee's termination of employment from the Canadian Food Inspection Agency, based on the rate of pay of the employee's substantive position at the date of termination of employment from the Canadian Food Inspection Agency, or~~
- ~~(c) — as a combination of (a) and (b), pursuant to 62.06(c).~~

62.06 Selection of Option

- ~~(a) — The Employer will advise the employee of his or her years of continuous employment no later than three (3) months following the official date of signing of the collective agreement.~~
- ~~(b) — The employee shall advise the Employer of the term of payment option selected within six (6) months from the official date of signing of the collective agreement.~~
- ~~(c) — The employee who opts for the option described in 62.05(c) must specify the number of complete weeks to be paid out pursuant to 62.05(a) and the remainder to be paid out pursuant to 62.05(b).~~
- ~~(d) — An employee who does not make a selection under 62.06(b) will be deemed to have chosen option 62.05(b).~~

62.07 Appointment from a Different Bargaining Unit

~~This clause applies in a situation where an employee is appointed into a position in the PSAC bargaining unit from a position outside the PSAC bargaining unit where, at the date of appointment, provisions similar to those in 62.01(b) and (d) are still in force, unless the appointment is only on an acting basis.~~

- ~~(a) — Subject to 62.02 above, on the date an indeterminate employee becomes subject to this Agreement after November 8, 2014, he or she shall be entitled to a severance payment equal to one (1) week's pay for each complete year of continuous employment and, in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by three hundred and sixty-five (365), to a maximum of thirty (30) weeks, based on the employee's rate of pay of his or her substantive position on the day preceding the appointment.~~

~~(b) Subject to 62.02 above, on the date a term employee becomes subject to this Agreement after November 8, 2014, he or she shall be entitled to a severance payment equal to one (1) week's pay for each complete year of continuous employment, to a maximum of thirty (30) weeks, based on the employee's rate of pay of his or her substantive position on the day preceding the appointment.~~

~~(c) An employee entitled to a severance payment under sub-paragraph (a) or (b) shall have the same choice of options outlined in 62.05, however the selection of which option must be made within three (3) months of being appointed to the bargaining unit.~~

5. New Appendix XX – Archived Provisions for the Elimination of Severance Pay for Voluntary Separations (Resignation and Retirement)

NEW APPENDIX XX

Archived Provisions for the Elimination of Severance Pay for Voluntary Separations (Resignation and Retirement)

This appendix is to reflect the language agreed to by the Employer and the Public Service Alliance of Canada for the elimination of severance pay for voluntary separations (resignation and retirement) on November 8, 2014. These historical provisions are being reproduced to reflect the agreed language in cases of deferred payment.

ARTICLE 62 - SEVERANCE PAY

Effective on November 8, 2014, paragraphs 62.01(b) and (d) are deleted from this Collective Agreement.

62.01 Under the following circumstances and subject to clause 62.02, an employee shall receive severance benefits calculated on the basis of the weekly rate of pay to which he or she is entitled for the classification prescribed in his or her certificate of appointment on the date of his or her termination of employment.

(a) Lay-Off

- (i) On the first lay-off, for the first complete year of continuous employment, two (2) weeks' pay, or three (3) weeks' pay for employees with ten (10) or more but less than twenty (20) years of continuous employment, or four (4) weeks' pay for employees with twenty or more years of continuous employment, plus one (1) week's pay for each additional complete year of continuous employment and, in the case of a partial year of continuous

employment, one (1) week's pay multiplied by the number of days of continuous employment divided by three hundred and sixty-five (365).

- (ii) On second or subsequent lay-off, one (1) week's pay for each complete year of continuous employment and, in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by 365, less any period in respect of which the employee was granted severance pay under paragraph (a)(i).

(b) **Resignation**

On resignation, subject to sub-clause 62.01(d) and with ten (10) or more years of continuous employment, one-half (0.5) week's pay for each complete year of continuous employment up to a maximum of twenty-six (26) years with a maximum benefit of thirteen (13) weeks' pay.

(c) **Rejection on Probation**

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

(d) **Retirement**

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

or

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

(e) **Death**

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

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

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

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

62.02 Severance benefits payable to an employee under this Article shall be reduced by any period of continuous employment in respect of which the employee was already granted any type of termination benefit. Under no circumstances shall the maximum severance pay provided under clause 62.01 and 62.04 be pyramided.

For greater certainty, payments made pursuant to 62.04 to 62.07 or similar provisions in other collective agreements shall be considered as a termination benefit for the administration of this clause.

62.03 Appointment to another employer organization

An employee who resigns to accept an appointment with an organization listed in Schedule I, IV or V of the Financial Administration Act shall be paid all severance payments resulting from the application of 62.01(b) prior to November 8, 2014 or 62.04 to 62.07 after November 8, 2014.

62.04 Severance Termination

- (a) Subject to 62.02 above, indeterminate employees on November 8, 2014 shall be entitled to a severance payment equal to one (1) week's pay for each complete year of continuous employment and, in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by three hundred and sixty-five (365), to a maximum of thirty (30) weeks.
- (b) Subject to 62.02 above, term employees on November 8, 2014 shall be entitled to a severance payment equal to one (1) week's pay for each complete year of continuous employment, to a maximum of thirty (30) weeks.

Terms of Payment

62.05 Options

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

- (a) as a single payment at the rate of pay of the employee's substantive position as of November 8, 2014, or
- (b) as a single payment at the time of the employee's termination of employment from the Canadian Food Inspection Agency, based on the rate of pay of the employee's substantive position at the date of termination of employment from the Canadian Food Inspection Agency, or
- (c) as a combination of (a) and (b), pursuant to 62.06(c).

62.06 Selection of Option

- (a) The Employer will advise the employee of his or her years of continuous employment no later than three (3) months following the official date of signing of the collective agreement.
- (b) The employee shall advise the Employer of the term of payment option selected within six (6) months from the official date of signing of the collective agreement.
- (c) The employee who opts for the option described in 62.05(c) must specify the number of complete weeks to be paid out pursuant to 62.05(a) and the remainder to be paid out pursuant to 62.05(b).

- (d) An employee who does not make a selection under 62.06(b) will be deemed to have chosen option 62.05(b).

62.07 Appointment from a Different Bargaining Unit

This clause applies in a situation where an employee is appointed into a position in the PSAC bargaining unit from a position outside the PSAC bargaining unit where, at the date of appointment, provisions similar to those in 62.01(b) and (d) are still in force, unless the appointment is only on an acting basis.

- (a) Subject to 62.02 above, on the date an indeterminate employee becomes subject to this Agreement after November 8, 2014, he or she shall be entitled to a severance payment equal to one (1) week's pay for each complete year of continuous employment and, in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by three hundred and sixty-five (365), to a maximum of thirty (30) weeks, based on the employee's rate of pay of his or her substantive position on the day preceding the appointment.
- (b) Subject to 62.02 above, on the date a term employee becomes subject to this Agreement after November 8, 2014, he or she shall be entitled to a severance payment equal to one (1) week's pay for each complete year of continuous employment, to a maximum of thirty (30) weeks, based on the employee's rate of pay of his or her substantive position on the day preceding the appointment.
- (c) An employee entitled to a severance payment under sub-paragraph (a) or (b) shall have the same choice of options outlined in 62.05, however the selection of which option must be made within three (3) months of being appointed to the bargaining unit.

**NEW ARTICLE – XX
DOMESTIC VIOLENCE LEAVE**

Excluded Provision

Sub-clause XX.01(c) does not apply to bargaining unit employees classified as GL or GS.

Alternate Provision

Sub-clause XX.01(d) applies only to bargaining unit employees classified as GL or GS.

XX.01 For the purposes of this article domestic violence is considered to be any form of abuse or neglect that an employee or an employee’s child experiences from a family member, or from someone with whom the employee has or had an intimate relationship.

- a. The parties recognize that employees may be subject to domestic violence in their personal life that could affect their attendance at work.**
- b. Upon request, an employee who is subject to domestic violence or who is the parent of a dependent child who is subject to domestic violence shall be granted domestic violence leave in order to enable the employee, in respect of such violence:
 - i. to seek care and/or support for themselves or their child in respect of a physical or psychological injury or disability;**
 - ii. to obtain services from an organization which provides services for individuals who are subject to domestic violence;**
 - iii. to obtain professional counselling;**
 - iv. to relocate temporarily or permanently; or**
 - v. to seek legal or law enforcement assistance or to prepare for or participate in any civil or criminal legal proceeding.****
- c. The total domestic violence leave with pay which may be granted under this article shall not exceed seventy-five (75) hours in a fiscal year.**
- d. The total domestic violence leave with pay which may be granted under this article shall not exceed eighty (80) hours in a fiscal year.**

- e. Unless otherwise informed by the Employer, a statement signed by the employee stating that they meet the conditions of this article shall, when delivered to the Employer, be considered as meeting the requirements of this article.**

- f. Notwithstanding clauses XX.01(b) to XX.01(d), an employee is not entitled to domestic violence leave if the employee is charged with an offence related to that act or if it is probable, considering the circumstances, that the employee committed that act.**

RATES OF PAY

The Parties agree to the following:

The Employer proposes to implement the following economic increases in accordance with Appendix "XX" – Memorandum of Understanding between the Canadian Food Inspection Agency and the Public Service Alliance of Canada with Respect to Implementation of the Collective Agreement.

Amounts in respect of the period prior to the implementation date will be paid as a retroactive payment, in accordance with Appendix "XX" – Memorandum of Understanding between the Canadian Food Inspection Agency and the Public Service Alliance of Canada with Respect to Implementation of the Collective Agreement. Subsequently, amounts will be provided as increases to rates of pay.

Duration and Economic Increases:

The Employer proposes a three year duration with the following economic increases:

- Year 1 – economic increase: 2.8%
- Year 2 – economic increase: 2.2%
- Year 3 – economic increase: 1.35%

PSAC Group Specific Elements

- FI –**
 - Year 1 – economic increase: 2.8%
 - Year 2 – economic increase: 2.2%
 - Year 3 – harmonization of step increments
 - wage adjustment: 0.15% - FI-04 level
 - economic increase: 1.35%

- SI –**
 - Year 1 – economic increase: 2.8%
 - Year 2 – economic increase: 2.2%
 - Year 3 – wage adjustment: 2.47%
 - economic increase: 1.35%

- GL-EIM –**
 - Year 1 – economic increase: 2.8%
 - Year 2 – economic increase: 2.2%
 - Year 3 – wage adjustment: 5%
 - economic increase: 1.35%

- GL-MAM –**
 - Year 1 – economic increase: 2.8%
 - Year 2 – economic increase: 2.2%
 - Year 3 – wage adjustment: 1.5%
 - economic increase: 1.35%

GL-MAN – Year 1 – economic increase: 2.8%
Year 2 – economic increase: 2.2%
Year 3 – wage adjustment: 1.5%
– economic increase: 1.35%

GL-PIP – Year 1 – economic increase: 2.8%
Year 2 – economic increase: 2.2%
Year 3 – wage adjustment: 1%
– economic increase: 1.35%

HP – Year 1 – economic increase: 2.8%
Year 2 – economic increase: 2.2%
Year 3 – wage adjustment: 11.5%
– economic increase: 1.35%

Effective date: January 1, 2019

Duration: Three years, expiring December 31, 2021.

APPENDIX B
EMPLOYMENT TRANSITION POLICY

Definitions

...

Alternation (échange de postes) – occurs when an opting employee **or a surplus employee who is surplus as a result of having chosen option 6.4.1(a)**, ~~not a surplus employee~~, who wishes to remain in the Agency exchanges positions with a non-affected employee (the alternate) willing to leave the Agency with a Transition Support Measure or with an Education Allowance.

...

Education Allowance (indemnité d'étude) - is one of the options provided to an indeterminate employee affected by a normal employment transition situation for whom the President cannot guarantee a reasonable job offer. The Education Allowance is a payment, equivalent to the Transitional Support Measure (see Annex A), plus a reimbursement of tuition from a recognized learning institution, book and relevant equipment costs, up to a maximum of ~~fifteen~~ **seventeen** thousand dollars (\$~~150,000.00~~ **175,000.00**).

...

6.4 Options

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

...

- (c) Education Allowance is a Transitional Support Measure (see Option (b) above) plus an amount of not more than ~~fifteen~~ **seventeen** thousand dollars (\$~~150,000.00~~ **175,000.00**) for reimbursement of receipted expenses of an opting employee for tuition from a learning institution and costs of books and relevant equipment. Employees choosing Option (c) could either:

...

APPENDIX D
MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CANADIAN FOOD INSPECTION AGENCY (CFIA)
AND
THE PUBLIC SERVICE ALLIANCE OF CANADA (PSAC)
RETENTION ALLOWANCE FOR COMPENSATION ADVISORS

1. In an effort to increase retention of CFIA Compensation Advisors ~~working in pay pods at the Public Service and Procurement Canada Pay Centre, at the CR-05, AS-01, AS-02, and AS-03 or AS-04 group and levels working at the Canadian Food Inspection Agency (including satellite offices),~~ the Employer will provide a "Retention Allowance" for the performance of Compensation duties in the following amount and subject to the following conditions:

- a. **Effective according to the dates determined by subparagraph 2) a) ii) of Appendix XX (MOU on Implementation),** ~~Commencing on the date of signing of this Collective Agreement and ending with the signing of a new agreement,~~ employees falling into the categories listed below ~~above~~ shall be eligible to receive an allowance to be paid biweekly as follows;
- b. **All AS-01, AS-02 or AS-03 CFIA Compensation Advisors working at the Canadian Food Inspection Agency** ~~The employee shall be paid the daily amount shown below for each calendar day for which the employee is paid pursuant to Appendix A of the collective agreement. This daily amount is equivalent to the annual amount set out below divided by two hundred and sixty decimal eighty eight (260.88);~~

Retention Allowance

Annual amount: \$2,500

Daily amount: \$9.58

- c. **All CR-05, AS-01, AS-02, AS-03 or AS-04 CFIA Compensation Advisors working in pay pods under the banner of the Public Service and Procurement Canada Pay Centre (PSPC) shall be paid the daily amount shown below for each calendar day for which the employee is paid pursuant to Appendix A of the collective agreement. This daily amount is equivalent to the annual amount set out below divided by two hundred and sixty decimal eighty eight (260.88);**

Retention Allowance

Annual amount: \$3,500

Daily amount: \$13.42

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

- e. the Retention Allowance will be added to the calculation of the weekly rate of pay for the maternity and parental allowances payable under articles 42 and 44 of this collective agreement;
 - f. Subject to (fg) below, the amount of the Retention Allowance payable is that amount specified in paragraph 1(b) or (c) for the level prescribed in the certificate of appointment of the employee's **CR-05**, AS-01, AS-02, ~~or~~ AS-03 **or AS-04** position.
 - g. When a Compensation Advisor **or employee** as defined in clause 1 is required by the Employer to perform the duties of a classification level that does not have the Retention Allowance, the Retention Allowance shall not be payable for the period during which the employee performs the duties.
2. A part-time employee receiving the allowance shall be paid the daily amount shown above divided by seven decimal five (7.5), for each hour paid at their hourly rate of pay.
 3. An employee shall not be entitled to the allowance for periods he/she is on leave without pay or under suspension.
 4. This Memorandum of Understanding expires with the signing of a new Collective Agreement.

APPENDIX E
MEMORANDUM OF UNDERSTANDING
INCENTIVES FOR THE RECRUITMENT AND RETENTION OF COMPENSATION ADVISORS
(NEW)

Replaces current MOU

A memorandum of understanding (MOU) in respect of incentives for the recruitment and retention of Compensation Advisors was **originally** reached between the ~~Treasury Board Secretariat~~ Canadian Food Inspection Agency (CFIA) and the Public Service Alliance of Canada on ~~August 25, 2017~~ November 10, 2017. **It was subsequently amended and extended on June 1, 2018 October 5, 2018, for an additional year retroactive from June 1, 2018 until June 1, 2019.** Pursuant to the MOU, Compensation Advisors eligible for the Compensation Advisors Retention Allowance are **under Appendix J-D of the Program and Administrative Services PSAC (PA) collective were agreement were** eligible to receive temporary incentive payments until June 1, 2018**2019**.

The purpose of this MOU is to extend the provisions of the MOU **signed on June 1, 2018 October 5, 2018, reached on August 25, 2017 to September 1, 2020**, due to the ongoing challenges with the recruitment and retention of Compensation Advisors at the AS-01, AS-02 and AS-03 group and levels working at the Public Service Pay Centre (including satellite offices) and within departments.

With respect to eligibility, any changes made to the Appendix JD of the PSAC Program and Administrative Services collective agreement after June 20, 2018 December 31, 2018 MOU, Compensation Advisors eligible for the Compensation Advisors Retention Allowance, are not replicated in this MOU.

The Employer will **continue to** provide incentives to new recruits, retirees and incumbents of Compensation Advisor positions for the performance of Compensation and Benefit duties in the ~~Program and Administrative Services (PA) Group~~ **CFIA-PSAC Bargaining Unit**. The Employer will provide the incentive payment to employees only once during the employee's entire period of employment in the federal public administration.

~~The Employer recognizes the importance of this MOU and the need to encourage Separate Agencies to consider initiatives for Compensation Advisors in their organizations that take into account their specific circumstances. The Employer will accordingly provide such encouragement to separate agencies and will provide the union with confirmation of the same.~~

Incentives

~~Commencing Effective on~~ June 2, 2018**2019** and ending June 1, 2019**September 1, 2020**, Compensation Advisors eligible for the Compensation Advisors Retention Allowance, found in Appendix J-D of the ~~Program and Administrative Services PSAC~~ collective agreement **concluded for the 2014 round of bargaining** (hereafter referred to as "employees"), shall be eligible to receive the following incentive payments:

1. One-time Incentive Payment

The Employer will provide an incentive payment to employees of \$4,000, only once during the employee's entire period of employment in the federal public service. Employees who are acting in an AS-04 Compensation position will continue to be eligible for the \$4,000 payment, provided they are eligible for the Compensation Advisor Retention Allowance in their substantive position.

Current Employees as of ~~August 25, 2017~~ November 10, 2017 (i.e., considered 'current Employees' under the ~~August 25, 2017~~ November 10, 2017 MOU) who received a portion of the two \$2,000 lump sum payments will be eligible to receive any remaining amount up to the \$4,000 limit, providing they are employed for twelve months either continuously or discontinuously since on ~~August 25, 2017~~ November 10, 2017.

New Recruits hired on or after June 1, ~~2018-2019~~ and prior to ~~June 1, 2019~~**September 1, 2020**, will receive the incentive payment after completing a one-year period of continuous employment.

Retirees who come back to work as Compensation Advisors on or after June 1, ~~2018-2019~~ and prior to ~~June 1, 2019~~**September 1, 2020**, will earn the incentive payment through pro-rated payments over a six-month contiguous or non-contiguous period of employment, starting upon commencement of employment. The full amount of the incentive payment will be pro-rated to the period worked up to a maximum period of six months, and paid in increments on a biweekly basis. The qualifying period to receive the award is shorter than the qualifying period for new recruits in recognition of the experience a retiree will contribute to the operations immediately upon hiring.

Part-time employees. Part-time employees who received a pro-rated amount of the \$4,000 incentive payment under the previous MOU, will be eligible to receive up to the difference between what they received under the previous MOU and \$4,000. This amount will be paid on a pro-rata basis up to the \$4,000 threshold, based on actual hours worked.

Employees departing on maternity/parental leave who qualify for the incentive shall be eligible for a prorated amount based on the portion of a year worked on or after ~~Aug 24, 2017~~ November 9, 2017 and prior to ~~July 1, 2019~~**September 1, 2020**, upon their departure, less any amounts already received. Employees will remain eligible for the remaining balance of the \$4,000 incentive upon their return to work, to be paid on completion of 12 month's work. The incentive amount is not subject to the 42.02 iii repayment undertaking, and shall not be counted as income for the purposes of the maternity/parental leave top-up.]

For greater clarity, nothing in this MOU shall suggest that employees can receive incentive payments that cumulatively exceeds \$4,000, as a result of eligibility under this or ~~at~~ the previous MOU.

2. Overtime

Overtime shall be compensated at double (2) time for overtime worked during the period between June 2, ~~2018-2019~~ and ~~June 1, 2019~~**September 1, 2020**.

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

- i. ~~Where, in the vacation year 2018-2019, an employee has not been granted all of the vacation leave credited to the employee, the unused portion of their vacation leave on March 31, 2019 shall be carried over into the following vacation year.~~

ii. ~~If on March 31, 2020, an employee has more than two hundred and sixty-two decimal five (262.5) hours of unused vacation leave credits, a minimum of seventy-five (75) hours per year of the excess balance shall be granted or paid in cash, in accordance with the employee's choice, by March 31 of each year commencing March 31, 2020, until all vacation leave credits in excess of two hundred and sixty-two decimal five (262.5) hours have been liquidated. Payment shall be in one instalment per year and shall be at the employee's daily rate of pay, as calculated from the classification prescribed in his or her certificate of appointment of his or her substantive position on March 31, 2019.~~

~~**(b) Compensation in cash or leave with pay**~~

~~All compensatory leave earned in the fiscal years 2016-17 and 2017-2018 and outstanding on September 30, 2018, shall not be paid out, in whole or in part, other than at the request of the employee and with the approval of the Employer. Should the employee request accumulated compensatory leave be paid out on September 30, 2018, it will be paid out at the employee's hourly rate of pay as calculated from the classification prescribed in the certificate of appointment of his or her substantive position on September 30, 2018. All compensatory leave earned in the fiscal year 2018-2019, shall not be paid out, in whole or in part, other than at the request of the employee and with the approval of the Employer. For greater clarity, the provisions of article 28.08(a) of the PA collective agreement remain applicable. Should the employee request accumulated compensatory leave be paid out on September 30, 2019, it will be paid out at the employee's hourly rate of pay as calculated from the classification prescribed in the certificate of appointment of his or her substantive position on September 30, 2019.~~

Conclusion

The Employer shall make all reasonable efforts to process incentive payments for retirees that are provided under this extension, as well as new overtime payments provided under this extension, within 150 days following the signature of this agreement.

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

~~Prior to June 1, 2019 the parties may agree, by mutual consent, to further extend the limitation periods set out in this MOU, based on an assessment of working conditions, recruitment and retention issues with Compensation Advisors and the need to continue to provide for increased capacity.~~

The parties recognize that an extension of clauses 1, 2 and 3 2 is made without prejudice or precedent and will in no way bind the parties to any particular position that they may wish to take on overtime, carry-over and/or liquidation of vacation leave or compensation in cash or leave with pay issues during any round of collective bargaining.

APPENDIX F
MEMORANDUM OF UNDERSTANDING
HOURS OF WORK

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

This Memorandum of Understanding will expire on December 31, 2021

APPENDIX G
MEMORANDUM OF UNDERSTANDING
WASH-UP TIME

The Parties acknowledge that the current amount of wash-up time in Article 60.01 may not meet the needs of all employees due to the many different sizes and layouts of slaughterhouses across the country.

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

The Parties will also review and discuss the Union's concerns about preparatory time.

This Memorandum of Understanding will expire on December 31, 2021.

APPENDIX H
MEMORANDUM OF UNDERSTANDING
EMPLOYEE WELLNESS

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

The Canadian Food Inspection Agency and the Public Service Alliance of Canada (PSAC) agree to undertake the necessary steps in order to implement applicable changes resulting from the findings/conclusions of the joint Treasury Board/PSAC Task Force on supporting employee wellness. The parties agree to continue the current practice of working collaboratively to address concerns with respect to employee wellness and the reintegration of employees into the workplace after periods of leave due to illness or injury.

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CANADIAN FOOD INSPECTION AGENCY (CFIA)
AND
THE PUBLIC SERVICE ALLIANCE OF CANADA (PSAC)
WITH RESPECT TO
A ONE-TIME LUMP SUM PAYMENT**

This memorandum is to give effect to the understanding reached by the CFIA and the PSAC in negotiations for the renewal of the collective agreement expiring December 31, 2021.

The Employer will provide a one-time lump sum payment of \$250 to each employee who is working, as of the date of signing of the collective agreement, at the EG-02, EG-03 or EG-05 occupational group and level in a slaughterhouse facility.

This memorandum expires on 31 December 2021. For greater certainty, this MOU will be non-negotiable and non-renewable beyond that date.

This Memorandum of Understanding will not form part of the Collective Agreement.

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

This Memorandum of Understanding is to recognize the ongoing joint commitment of the Canadian Food Inspection Agency (CFIA or the Employer) to address issues of mental health in the workplace in collaboration with the Public Service Alliance of Canada (the PSAC).

In 2015, the Treasury Board of Canada and the PSAC entered into a Memorandum of Understanding with respect to mental health in the workplace as part of the collective agreement which established the Joint Task Force on Mental Health (the Joint Task Force).

The Treasury Board of Canada, based on the work of the Joint Task Force and in collaboration with the PSAC, created the Centre of Expertise on Mental Health in 2017 focused on guiding and supporting federal organizations to successfully implement measures to improve mental health in the workplace by implementing the National Standard of Canada for Psychological Health and Safety in the Workplace (the Standard). To this end, the Centre of Expertise on Mental Health was given and shall continue to have:

- central, regional and virtual presence;**
- an evolving mandate based on the needs of stakeholders within the federal public service; and**
- a dedicated and long-term funding from Treasury Board.**

Building on the work of the Joint Task Force and Treasury Board, the CFIA worked in collaboration with the National Occupational Health and Safety Policy Committee as directed by PSAC to implement the National Standard of Canada for Psychological Health and Safety in the Workplace (the Standard). To this end, the results were a co-developed Mental Health Strategy and Action Plan 2019-2022.

The Mental Health Strategy focuses on three strategic goals that will contribute to achieving our vision:

- Strengthen the culture;**
- Prevention; and**
- Support.**

A key element of the Strategy is continuous improvement and the ability to measure and report in order to ensure accountability and cultivate positive culture change. The Employer will continue to consult with the Union through the National Occupational Safety and Health Policy Committee (NOSH PC) Mental Health Sub-Committee on a regular basis, and at a minimum once a year, to monitor the Mental Health Strategy's Action Plan. This Memorandum of Understanding expires on December 31, 2021.

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

This Memorandum of Understanding is to give effect to the agreement reached between the Canadian Food Inspection Agency (CFIA or the Employer) and the Public Service Alliance of Canada (the Alliance) regarding the issue of childcare facilities and employee access to information on child care.

Following completion of the Treasury Board of Canada and PSAC Joint National Child Care Committee (JNCCC)'s work and building on its report, the parties agree to establish a time-limited, joint working group co-chaired by a representative of the PSAC and an Employer representative (Working Group). The Working Group will explore the concrete issues at the Canadian Food Inspection Agency relating to childcare facilities and facilitating employee access to information on child care, and provide advice and analysis with respect to them. The Working Group will be comprised of an equal number of union and Employer representatives.

The Working Group will meet within ninety (90) days of the signing of this collective agreement ~~issuance of the JNCCC's report.~~

The Working Group will determine its work plan and associated timeframes.

This Memorandum of Understanding expires on December 31, 2021.

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 **extend the** ~~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) **per year** to fund the **two year extension to the** CFIA-PSAC ~~one-year~~ pilot JLP, **to a total cost of up to three hundred thousand dollars (\$300,000)**. Furthermore, the parties agree to **continue the work of the** ~~establish~~ a CFIA-PSAC joint steering committee made up of an equal number of representatives of CFIA and PSAC within ninety (90) days of the signing of the Collective Agreement in order to govern the **extension to the** JLP pilot project based upon the specific learning and operational needs of the CFIA.

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

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

NEW APPENDIX “XX”
MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CANADIAN FOOD INSPECTION AGENCY
AND
THE PUBLIC SERVICE ALLIANCE OF CANADA
WITH RESPECT TO
IMPLEMENTATION OF THE COLLECTIVE AGREEMENT

Notwithstanding the provisions of clause 63.03 ~~66.02~~ on the calculation of retroactive payments, and clause 66.02 on the collective agreement implementation period, this memorandum is to give effect to the understanding reached between the Employer and the Public Service Alliance of Canada regarding a modified approach to the calculation and administration of retroactive payments for the current round of negotiations.

1. Calculation of retroactive payments

- a. Retroactive calculations that determine amounts payable to employees for a retroactive period shall be made based on all transactions that have been entered into the pay system up to the date on which the historical salary records for the retroactive period are retrieved for the calculation of the retroactive payment.**
- b. Retroactive amounts will be calculated by applying the relevant percentage increases indicated in the collective agreement rather than based on pay tables in agreement annexes. The value of the retroactive payment will differ from that calculated using the traditional approach, as no rounding will be applied. The payment of retroactive amount will not affect pension entitlements or contributions relative to previous methods, except in respect of the rounding differences.**
- c. Elements of salary traditionally included in the calculation of retroactivity will continue to be included in the retroactive payment calculation and administration, and will maintain their pensionable status as applicable. The elements of salary included in the historical salary records and therefore included in the calculation of retroactivity include:**
 - Substantive salary**
 - Promotions**
 - Deployments**
 - Acting pay**

- Extra duty pay/Overtime
 - Additional hours worked
 - Maternity leave allowance
 - Parental leave allowance
 - Vacation leave and extra duty pay cash-out
 - Severance pay
 - Salary for the month of death
 - Transition Support Measure
 - Eligible allowances and supplemental salary depending on collective agreement
- d. The payment of retroactive amounts related to transactions that have not been entered in the pay system as of the date when the historical salary records are retrieved, such as acting pay, promotions, overtime and/or deployments, will not be considered in determining whether an agreement has been implemented.
- e. Any outstanding pay transactions will be processed once they are entered into the pay system and any retroactive payment from the collective agreement will be issued to impacted employees.

2. Implementation

- a. The effective dates for economic increases will be specified in the agreement. Other provisions of the collective agreement will be effective as follows:
- i. All components of the agreement unrelated to pay administration will come into force on signature of agreement.
 - ii. Changes to existing ~~compensation~~ elements and new compensation elements such as premiums, allowances, insurance premiums and coverage and changes to overtime rates will become effective within one-hundred and eighty (180) days after signature of agreement, on the date at which prospective elements of compensation increases will be implemented under 2(b)(i).
 - iii. Payment of premiums, allowances, insurance premiums and coverage and overtime rates in the collective agreement will continue to be paid until changes come into force as stipulated in 2(a)(ii).
- b. Collective agreement will be implemented over the following timeframes:
- i. The prospective elements of compensation increases (such as prospective salary rate changes and other compensation elements such as premiums, allowances, changes to overtime rates) will be implemented within one-

hundred and eighty (180) days after signature of agreement where there is no need for manual intervention.

- ii. Retroactive amounts payable to employees will be implemented within one-hundred and eighty (180) days after signature of the agreement where there is no need for manual intervention.
- iii. Prospective compensation increases and retroactive amounts that require manual processing by compensation advisors will be implemented within five-hundred and sixty (560) days after signature of agreement. Manual intervention is generally required for employees on an extended period of leave without pay (e.g., maternity/parental leave), salary protected employees and those with transactions such as leave with income averaging, pre-retirement transition leave and employees paid below minimum, above maximum or in between steps. Manual intervention may also be required for specific accounts with complex salary history.

3. Employee Recourse

- a. An employee who is in the bargaining unit for all or part of the period between the first day of the collective agreement (i.e., the day after the expiry of the previous collective agreement) and the signature date of the collective agreement will be entitled to a non-pensionable amount of four hundred dollars (\$400) payable within one-hundred and eighty (180) days of signature, in recognition of extended implementation timeframes and the significant number of transactions that have not been entered in the pay system as of the date when the historical salary records are retrieved.
- b. Employees in the bargaining unit for whom the collective agreement is not implemented within one-hundred and eighty one (181) days after signature will be entitled to a fifty dollar (\$50) non-pensionable amount; these employees will be entitled to an additional fifty dollar (\$50) non-pensionable amount for every subsequent complete period of ninety (90) days their collective agreement is not implemented. These amounts will be included in their final retroactive payment.
- c. If an employee is eligible for compensation in respect of section 3 under more than one collective agreement, the following applies: the employee shall receive only one non-pensionable amount of four hundred dollars (\$400); for any period under 3(b), the employee may receive one fifty \$50 payment.
- d. ~~Should the Treasury Board of Canada negotiate higher amounts for 3(a) or 3(b) with any other bargaining agent representing Core Public Administration employees, CFIA will compensate PSAC members for the difference in an administratively feasible manner.~~ Late implementation of the 2018 collective

agreements will not create any entitlements pursuant to the Agreement between the PSAC or another bargaining agent and the Agency or the Treasury Board of Canada with regard to damages caused by the Phoenix Pay System.

- e. Employees for whom collective agreement implementation requires manual intervention will be notified of the delay within one-hundred and eighty (180) days after signature of the agreement.**
- f. Employees will be provided a detailed breakdown of the retroactive payments received and may request that the agency ~~departmental~~ compensation unit or the Public Service Pay Centre verify the calculation of their retroactive payments, where they believe these amounts are incorrect. The Employer will consult with the PSAC regarding the format of the detailed breakdown.**
- g. In such a circumstance, for employees in organizations serviced by the Pay Centre, they must first complete a Phoenix feedback form indicating what period they believe is missing from their pay.**

The CFIA proposes to increase the amount in paragraph 3a (recourse section) to five hundred dollars (\$500) provided that the Public Service Alliance of Canada (PSAC) confirms in writing that ratification of the tentative collective agreement is successful on or by November 15, 2020.