



CANADIAN FOOD INSPECTION AGENCY NEGOTIATIONS 2026

Bargaining Demands

September 22-23, 2026

Preamble:

This document represents bargaining proposals of the Public Service Alliance of Canada for this round of negotiations for the Canadian Food Inspection Agency (CFIA) bargaining unit. These proposals are being submitted without prejudice to any future proposed amendments and/or additions, and subject to any errors and/or omissions.

The Public Service Alliance of Canada (PSAC) reserves the right to add to, amend, modify, and withdraw its proposals at any time during collective bargaining, to introduce counter-proposals to the Employer's demands, and to introduce new demands that might emerge from discussions at the bargaining table or from new information obtained during negotiations.

The workers covered under this agreement work proudly on behalf of Canadians. Accordingly, the Union is introducing language, and reserves the right to introduce additional language, to maintain and improve the quality and level of the public services provided to Canadians.

Where the word **RESERVE** appears, it means that the Union reserves the right to make proposals at a later date.

If neither party has a proposal on a specific clause or article or memorandum of understanding, that clause or article or memorandum shall be renewed.

Finally, the Union requests the Employer disclosure of any plans for changes at its administrative or workplace level that may affect this round of negotiations and reserves the right to make additional proposals after receiving this information.

Union Bargaining Team:

Angela Duhamel, BC
David Zhang, Alberta
Michelle Schultz, Saskatchewan
Erin McNally, Manitoba
Sandeep Harnal, Ontario
Kasia White, NCR
Audrey St-Germain, Quebec
Dorothy McRae, Atlantic

Hassan Hussein, PSAC Negotiator
Saïd Apali, PSAC Research Officer

RESERVE:

Housekeeping/editorial changes include but not limited to:

1. Gender inclusive language.
2. Replace Alliance with Union throughout the Collective Agreement.
3. Replace Employment Transition Policy with Workforce Adjustment Appendix.

ARTICLE 2

INTERPRETATION AND DEFINITIONS

Add NEW

“Rate of pay” means the employees annual rate of pay plus any retention, recruitment and/or terminable allowances.

RESERVE on rest of the article.

ARTICLE 9 INFORMATION

9.01 The Employer agrees to ~~supply~~ **collect and share with** the Union ~~each quarter with the name, geographic location and classification of each new employee.~~ **the following information of each employee on a quarterly basis:**

- a. Full Name**
- b. Individual Agency Number (IAN)**
- c. Position information as follows:**
 - a. Effective date**
 - b. Job title**
 - c. Job Classification**
 - d. Employment Status**
 - e. Department**
 - f. Sub-Department**
 - g. Physical location associated with the position – civic address of specific building, office, or location of work.**
 - h. Personal phone number**
 - i. Personal home address**
 - j. Personal email address**

NEW

9.02 New employees shall, within fifteen (15) business days from hiring, be provided by the employer with a link to an online form that populates a PSAC secured database in order for the Union to collect their personal contact information.

9.02 9.03 Employees of the bargaining unit will be given electronic access to the collective agreement. Where access to the agreement is deemed unavailable or impractical by an employee, the employee will be supplied with a printed copy of the agreement upon request once during the life of the current collective agreement.

ARTICLE 12

EMPLOYEE REPRESENTATIVES

- 12.01** The Employer acknowledges the right of the Union to appoint or otherwise select employees, **including, but not limited to, employees elected as officials of the Union** as representatives.
- 12.02** The Union and the Employer shall endeavour in consultation to determine the jurisdiction of each representative, having regard to the plan of organization, the number and distribution of employees at the work place and the administrative structure implied by the grievance procedure. Where the parties are unable to agree in consultation, then any dispute shall be resolved by the grievance/adjudication procedure.
- 12.03** The Union shall notify the Employer in writing of the name and jurisdiction of its representatives identified pursuant to clause 12.02.
- 12.04** (a) A representative shall obtain the permission of his or her immediate supervisor before leaving his or her work to investigate employee complaints of an urgent nature, to meet with local management for the purpose of dealing with grievances and to attend meetings called by management. Such permission shall not be unreasonably withheld. Where practicable, the representative shall report back to his or her supervisor before resuming his or her normal duties.
- (b) Where practicable, when management requests the presence of a Union representative at a meeting, such request will be communicated to the employee's supervisor.
- (c) An employee shall not suffer any loss of pay when permitted to leave his or her work under subclause 12.04(a).
- 12.05** The Union shall have the opportunity to have an employee representative introduced to new employees as part of the Employer's formal orientation programs, where such programs exist, **or within 15 business days from hiring where they don't exist.**

ARTICLE 13

LEAVE WITH OR WITHOUT PAY FOR UNION BUSINESS

The Union reserve the right to table further proposals under Article 13.

NEW

Board of Directors meetings, Executive Board meetings, conventions, conferences, and committee meetings and other Alliance activities

13.12

~~Subject to operational requirements, the~~ **The** Employer shall grant leave without pay to a reasonable number of employees to attend:

- a. meetings of the Board of Directors of the Union,
- b. meetings of the National Executive of the components,
- c. Executive Board meetings of the Union,
- d. conventions and conferences of the Union, the components, the Canadian Labour Congress, the PSAC Regional Councils, and the territorial and provincial federations of labour, and
- e. PSAC recognized committee meetings of the PSAC, the components, the Canadian Labour Congress and the territorial and provincial federations of labour.

NEW 13.13

When such a request is made to an authorized manager, the Employer will grant leave without pay to an employee designated by the Union to take part in a union activity other than those listed above.

Training courses for individuals designated by the Union
~~Representatives' training courses~~

13.14 ~~13.13~~

When operational requirements permit, the Employer will grant leave without pay to employees **who have been designated by the Union to attend training courses related to union activities** ~~who exercise the authority of a representative on behalf of the Alliance to undertake training related to the duties of a representative.~~

Leave for elected full-time officials of the Alliance

13.15

NEW

The Employer will grant leave without pay, without loss of years of service, to an employee who is elected as a full-time official of the Union within one (1) month after notice is given to the Employer of such election. The duration of such leave shall be for the period the employee holds such office.

NEW 13.16

At the end of such leave or at any time during the leave, the employer shall, on thirty (30) days notice, return the employee to the position, worksite and employment status that they held immediately before the leave.

NEW 13.17

Where the position no longer exists, employment will be provided at the same group and level at the previous workplace site where the elected representative's substantive position was based. Where the worksite no longer exists, employment shall be provided at the closest worksite to the worksite the employee occupied at the commencement of leave.

Notwithstanding the above, in the event that the employee has relocated during the course of their leave, at the request of the employee, equivalent employment shall be sought at the employee's new location.

NEW 13.18

Training required to assist the employee in returning to their position following their leave shall be provided by the employer, and employees shall be compensated, at their regular rate, for all time spent in training.

13.19 ~~13.14~~

Leave granted to an employee under clauses 13.02, 13.09, 13.10, 13.12, **13.13** and **13.14** ~~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.

Leave for Stewards

13.20 Operational requirements permitting, the Employer shall grant leave with pay to an employee to enable him to carry out his functions as a Steward on the Employer's premises. When the discharge of these functions require an employee who is a Steward to leave his normal place of work, the employee shall report his return to his supervisor whenever practicable.

New Travel time

13.21 Leave granted under article 13 will also include reasonable travel time.

ARTICLE 16

DISCIPLINE

The Union reserve the right to table further proposals under Article 16.

16.01 When an employee is suspended from duty or terminated in accordance with paragraph 12(2)(c) of the Financial Administration Act, the Employer undertakes to notify the employee in writing of the reason for such suspension or termination. The Employer shall endeavour to give such notification at the time of suspension or termination.

16.02 When an employee is required to attend a meeting, the purpose of which is to conduct a disciplinary, **administrative, or investigative** hearing concerning him or her or to render a disciplinary decision concerning him or her, the employee **will be provided with a written summary and any supporting documents that will be relied upon or referred to during the meeting and** is entitled to have, at his or her request, a representative of the Union attend the meeting. **The representative may participate in good faith in the discussion and contribute to the clarification of the situation.** Where practicable, the employee shall receive a minimum of two (2) days' notice of such a meeting.

NEW

16.03 Reasonable effort shall be made to ensure that any disciplinary investigation, administrative investigation or any other form of investigation subject to this article shall commence within twenty-five (25) working days of the incident that gave rise to the investigation and will be concluded with a decision rendered within a reasonable length of time, that should not exceed twelve (12) months.

16.034 The Employer shall notify the local representative of the Union as soon as possible that such suspension or termination has occurred.

16.045 The Employer agrees not to introduce as evidence in a hearing relating to disciplinary action any document from the file of an employee the content of which the employee was not aware of at the time of filing or within a reasonable period thereafter.

NEW

16.06 In the case of discharge and discipline, the burden of proof of just cause shall rest with the Employer. The evidence presented shall pertain only to the grounds stated in the letter of discipline to the employee.

16.057 Any document or written statement related to disciplinary **or administrative** action which may have been placed on the personnel file of an employee shall be destroyed after ~~two (2) years~~ **have one (1) year has** elapsed since **the date on which**

the incident which gave rise to the disciplinary action ~~was taken~~ **took place**, provided that no further **related** disciplinary action has been recorded during this period.

New

16.08 No employee shall suffer any loss in compensation or benefits they would have ordinarily received as a result of being subject to an investigation or any action taken by the employer during the investigative process. They will remain on leave with pay until such time as the investigation has concluded and the employee has received the result of the investigation.

ARTICLE 18

NO DISCRIMINATION

18.01 There shall be no discrimination, interference, restriction, coercion, harassment, intimidation, or any disciplinary action exercised or practised with respect to an employee by reason of age, race, creed, colour, national or ethnic origin, religion, sex, sexual orientation, gender identity and expression, family status, marital status, genetic characteristics, 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.

18.02 With respect to a grievance filed in relation to this Article:

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

18.03 By mutual agreement, the parties may use a mediator in an attempt to settle a grievance dealing with discrimination. The selection of the mediator will be by mutual agreement.

18.04 The Employer shall provide the complainant(s) and/or respondent(s) with an official copy of the investigation report, subject to **any restriction pursuant to** the Access to Information Act and **the** Privacy Act.

New

18.05 When the Employer becomes aware of discrimination, harassment and/or violence in the workplace, whether as a result of observation, the employer being made aware or as a result of a notice of occurrence or complaint by an employee or a grievance, the Employer shall immediately undertake an initial review of the occurrence. If the occurrence is not resolved, an investigation of the occurrence must be carried out.

New

Training

18.06 On an annual basis, the Employer shall provide mandatory qualified instructor led, facilitated and interactive training to all employees regarding anti-oppression and discrimination and intersectionality. Such training shall include information about relevant policies, processes, the applicable legislation, regulations, specific to the culture, conditions and activities of the workplace, and complaint mechanisms. Time spent in training shall be considered as time worked.

ARTICLE 19

SEXUAL HARASSMENT

ARTICLE 19 - SEXUAL HARASSMENT AND ABUSE OF AUTHORITY

19.01 The Union and the Employer recognize the right of employees to work in an environment free from **violence, harassment**, sexual harassment, and agree that **violence, harassment**, sexual harassment **will be prevented and** will not be tolerated in the work place.

Harassment and violence includes any action, conduct or comment, including of a sexual nature, that can reasonably be expected to cause offence, humiliation, or other physical or psychological injury, or illness to an employee, their dignity or their reputation, including any prescribed action, conduct or comment. Harassment can also be expressed on the basis of the prohibited ground of discrimination as defined in article 18.01.

19.02 With respect to a grievance filed in relation to this Article;

- (a) Any level in the grievance procedure shall be waived if a person hearing the grievance is the subject of the complaint.
- (b) If by reason of sub-clause 19.02(a) a level in the grievance procedure is waived, no other level shall be waived except by mutual agreement.

19.03 By mutual agreement, the parties may use a mediator in an attempt to settle a grievance dealing with **violence, harassment, or** sexual harassment. The selection of the mediator will be by mutual agreement.

19.04 The Employer shall provide the complainant(s) and/or respondent(s) with an official copy of the investigation report, subject **any restriction pursuant** to the *Access to Information Act* and *Privacy Act*. **Any recommendations to eliminate or minimize the risk of similar occurrences contained in a report shall be considered by the appropriate Health and Safety Committee after which the committee will advise the Employer of those that they recommend for implementation, and any new recommendations proposed by the committee and any amended existing recommendations, proposed by the committee. The Employer shall provide written rationale to the committee for any recommended, new or amended recommendations that they do not accept for implementation.**

New Training

19.05 On an annual basis, the Employer shall provide mandatory qualified instructor led, facilitated and interactive training to all employees regarding harassment, sexual harassment, violence in the workplace, and intersectionality. Such training shall include information about relevant policies, processes, the applicable legislation, regulations, be specific to the culture, conditions and activities of the workplace, the relationship between work place harassment and violence and the prohibited grounds of discrimination set out in subsection 3(1) of the Canadian Human Rights Act, the regulations and available complaint mechanisms. Time spent in training shall be considered as time worked.

ARTICLE 22

JOB SECURITY

The Union reserve the right to table further proposals under Article 22.

- 22.01 Subject to the willingness and capacity of individual employees to **be willing to either telework or relocate and accepts** ~~accept relocation and retraining~~, the Employer will ~~make every reasonable effort to~~ ensure that any reduction in the workforce will be accomplished through attrition.
- 22.02 Through Labour Management Consultation Committees, or through another forum as agreed upon by both parties, CFIA and PSA C representatives shall meet to discuss and exchange on issues associated with contracting out, such as but not limited to, the influence on working conditions, complexity of tasks, information on contractors in the workplace, future resource and service requirements, skills inventories, **and** knowledge transfer, ~~position vacancies, workload, and managed services.~~
- 22.03 Where practicable and when indeterminate employees are affected by ~~employment transition~~ **Workforce Adjustment** situations, and provided the employee is capable of performing the necessary work, preference shall be given to their retention over re-engaging a contractor.

New

- 22.04 **Only members of the bargaining unit shall perform work of the bargaining unit, except by explicit mutual agreement in writing between the Union and the Employer.**

New

- 22.05 **The employer shall bring all currently sub-contracted bargaining unit work back into the bargaining unit. The parties shall meet within ninety (90) days of ratification to ensure full compliance with this Article.**

New

- 22.06 **Where a person has been employed in the same department/agency as a term employee for a cumulative working period of three (3) years without a break in service longer than sixty (60) consecutive calendar days, the department/agency shall appoint the employee indeterminately at the level of his/her substantive position. The "same department" includes functions that have been transferred from another department/agency by an Act of Parliament or by an Order-in-Council.**

New

- 22.07 **The Employer agrees not to artificially create a break in service or reduce**

a term employee's scheduled hours in order to prevent the employee from attaining indeterminate status.

New

22.08 Term employees must be provided with a minimum of 60 days written notice prior to the end of the contract, clearly indicating whether it will be renewed or not. The Employer shall provide a documented explanation for non-renewal decisions.

ARTICLE 23

TECHNOLOGICAL CHANGE

23.03 Both parties recognize the ~~overall~~ **potential** advantages of technological change and will, therefore, encourage and promote technological change in the Employer's operations. Where technological change is to be implemented, the Employer will seek ways and means of minimizing adverse effects on employees which might result from such changes. **Technological change as defined by Article 23.02 shall be used to augment, not replace, the work performed by employees.**

ARTICLE 24

HOURS OF WORK

The Union reserve the right to table further proposals under Article 24.

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

ARTICLE 26

SHIFT PREMIUMS

RESERVE.

Excluded provisions

This article does not apply to employees on day work by clauses 24.04 or GL/GS 24.04.

26.01 Shift premium

- a. 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 (\$2.25)~~ **five dollars (\$5)** 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.
- b. **An employee working on shifts will receive a shift premium of eight dollars (\$8.00) per hour for all hours worked, including overtime hours, between twelve (12) midnight and eight (8) a.m.**

Weekend Premium

An employee working shifts during a weekend will receive an additional premium of ~~two dollars and twenty-five cents (\$2.25)~~ **five dollars (\$5)** per hour for all hours worked, including overtime hours, on Saturday and/or Sunday.

ARTICLE 27

OVERTIME

RESERVE.

ARTICLE 31

DESIGNATED PAID HOLIDAYS

The Union reserves the right to table further proposals on Article 31.

(...)

31.01 Subject to clause 30.03, the following days shall be designated paid holidays for employees:

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

(...)

ARTICLE 33

TRAVELLING TIME

Excluded Provisions

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

Alternate Provisions

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

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

33.02 When an employee is required to 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) hours.

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

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

~~33.04 If an employee is required to travel as set forth in clauses 33.02 and 33.03:~~

When an employee is required by the Employer to travel, time necessarily spent in such travel shall be considered as time worked and compensated for as follows:

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

~~b.—~~

- a. On a normal working day ~~on which the employee travels and works~~, the employee shall be paid:

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

and

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

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

[...]

33.07 Travel Status Leave

- ~~a.~~ An employee who is required to travel outside his or her headquarters area on government business, as these expressions are defined by the Employer, and is away from his or her permanent residence for ~~forty (40)~~ **twenty (20)** nights during a fiscal year shall be granted fifteen (15) hours off with pay. The employee shall be credited **one half hour (1/2)** ~~with an additional seven decimal five (7.5) hours off for each additional twenty (20) nights~~ **up to fifty (50) nights and one (1) hour per night for any additional night after,** that the employee is away from his or her permanent residence ~~to a maximum of sixty (60) nights.~~

ARTICLE 34

COMPENSATORY LEAVE WITH PAY

The Union reserves the right to table further proposals on Article 34.

- 34.01 Upon request of an employee and with the approval of the 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. **Such requests shall not be unreasonably denied.**
- 34.02 The Employer shall grant compensatory leave at times convenient to both the employee and the Employer.
- 34.03 Compensatory leave earned in a fiscal year and outstanding as of September 30th of the following fiscal year shall be paid at the employee's hourly rate of pay as calculated from the classification prescribed in the certificate of appointment to his or her substantive position at the end of the fiscal year in question, **or, if requested by an employee to carry it over by an extra twelve (12) months.** The Employer will endeavour to make such payment by the fourth (4th) week of the commencement of the first pay period after September 30th.
- 34.04 At the request of the employee and with the approval of the Employer, accumulated compensatory leave may be paid out, in whole or in part, at the employee's hourly rate of pay as calculated from the classification prescribed in the certificate of appointment of his or her substantive position at the time of the request. **Such requests shall not be unreasonably denied.**

ARTICLE 38
VACATION LEAVE WITH PAY

RESERVE pending further research (monetary).

ARTICLE 39

SICK LEAVE WITH PAY

The Union reserves the right to table further proposals on Article 39.

NEW

XX.XX Medical certificates

- a. An employee shall not be required to provide a medical note for sick leave of five (5) or fewer consecutive days.
- b. When a medical note is requested by the Employer, the employee will be reimbursed for the cost of the note, to a maximum of seventy dollars (\$70.00) upon provision of acceptable proof.

ARTICLE 40

MEDICAL APPOINTMENT FOR PREGNANT EMPLOYEES

40.01 Up to **the greater of**, three decimal seven five (3.75) hours or half their regularly scheduled hours, ~~or four (4) hours where the standard work week is forty (40) hours per week~~, of reasonable time off with pay will be granted to

- a. pregnant employees for the purpose of attending routine **required pregnancy-related** medical appointments;
- b. **employees who are non-gestational parents to accompany the gestational parent or carrier of their child to required pregnancy-related medical appointments.**

Additional time off with pay may be granted for the purpose of travel.

~~40.02 Where a series of continuing appointments are necessary for the treatment of a particular condition relating to the pregnancy, absences shall be charged to sick leave.~~

ARTICLE 42

MATERNITY LEAVE WITHOUT PAY

The Union reserves the right to table further proposals under Article 42 including but not limited to:

- **Simplifying the language of the article per the work of the joint committee**
- **Simplify entitlements irrespective of jurisdiction**
- **Bargaining improved maternity leave entitlements**

ARTICLE 44

PARENTAL LEAVE WITHOUT PAY

The Union reserve the right to table further proposals under Article 44 including but not limited to:

- **Simplifying the language of the article per the work of the joint committee**
- **Simplify entitlements irrespective of jurisdiction**
- **Bargaining improved parental leave entitlements**

ARTICLE 45
LEAVE WITHOUT PAY FOR THE CARE OF FAMILY

RESERVE

ARTICLE 46

LEAVE WITH PAY FOR FAMILY-RELATED RESPONSIBILITIES

Excluded Provisions

Sub-clause 46.03 (e) does not apply to bargaining unit employees classified as GL or GS.

Alternate Provisions

Sub-clause 46.03 (f) applies only to bargaining unit employees classified as GL or GS.

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), **daughter-in-law, son-in-law**;
- (c) parents (including step-parents or foster parents), father-in-law, mother-in-law;
- (d) brother, sister, step-brother, step-sister, **brother-in-law, sister-in-law**;
- (e) grandparents and grandchildren of the employee;
- (f) any relative permanently residing in the employee's household or with whom the employee permanently resides;
- (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.

46.02 The total leave with pay which may be granted under this Article shall not exceed ~~thirty seven decimal five (37.5)~~ **seventy-five (75)** hours, ~~or forty (40) hours where the standard work is forty (40) hours~~, in a fiscal year.

46.03 Subject to clause 46.02, the Employer shall grant leave with pay under the following circumstances:

- (a) to take a family member for medical or dental appointments, or for appointments with school authorities or adoption agencies, if the supervisor was notified of the appointment as far in advance as possible;
- (b) to provide for the immediate and temporary care of a sick member of the employee's family and to provide an employee with time to make alternate care arrangements where the illness is of a longer duration;

- (c) to provide for the immediate and temporary care of an elderly member of the employee's family;
- (d) leave with pay for needs directly related to the birth or to the adoption of the employee's child.
- (e) to attend ~~school~~ functions **related to the employee's child**, if the supervisor was notified of the functions as far in advance as possible;
- (f) to provide for the employee's child in the case of ~~a an unforeseeable~~ closure of the school or daycare facility;
- ** (g) to visit a family member who, ~~due to an incurable terminal illness~~, is nearing the end of their life;
- ** (h) ~~fifteen (15) hours out of the thirty-seven decimal five (37.5) hours, or sixteen (16) hours out of the forty (40) hours where the standard work week is forty (40) hours, stipulated in clause 46.02 above may be used~~ to attend an appointment with a ~~legal or paralegal representative~~ **professional** for non-employment related matters, ~~or with a financial or other professional representative~~, if the supervisor was notified of the appointment as far in advance as possible.
- (i) **to attend to other matters that are reasonably considered a pressing necessity within the employee's household.**

46.04 Where in a fiscal year, an employee has not used all of the leave under this Article, the unused portion shall be carried over into the following year, to a maximum of one hundred and fifty (150) hours.

ARTICLE 47

LEAVE WITHOUT PAY FOR PERSONAL NEEDS

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

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

ARTICLE 50

BEREAVEMENT LEAVE WITH PAY

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

- a. **any relative for whom the employee has a duty of care, irrespective of whether they reside with the employee;**
- b. 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.~~

50.02 When a member of the employee's family dies, an employee shall be entitled to 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)~~ **five (5)** 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) ~~working calendar~~ days or may be taken in two (2) periods to a maximum of **seven (7)** ~~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)~~ **twenty-four (24)** months from the date of death for the purpose of attending a ceremony.
 - iii. The employee may be granted no more than ~~three (3)~~ **five (5)** days' leave with pay, in total, for the purposes of travel for these two (2) periods.

**

50.03 An employee is entitled to ~~one (1)~~ **two (2)** days' bereavement leave with pay for a purpose related to the death of his or her aunt or uncle, **niece or nephew**, brother-in-law or sister-in-law and grandparents of spouse.

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 50.02 and 50.03, 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.

50.05 It is recognized by the parties that 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 50.02 and 50.03.

ARTICLE 53

EDUCATION LEAVE WITHOUT PAY, CAREER AND PROFESSIONAL DEVELOPMENT LEAVE WITH PAY AND EXAMINATION LEAVE WITH PAY

Career Development Leave With Pay

- 53.05 (a)** Career development refers to an activity which in the opinion of the Employer is likely to be of assistance to the individual in furthering his or her career development and to the organization in achieving its goals. The following activities shall be deemed to be part of career development:
- (i) a course given by the Employer;
 - (ii) a course offered by a recognized academic institution;
 - (iii) a seminar, convention or study session in a specialized field directly related to the employee's work.
- (b) Upon written application by the employee, and with the approval of the Employer, career development leave with pay may be given for any one of the activities described in sub-clause 53.05(a) above. The employee shall receive no compensation under Article 27 (Overtime) and Article 33 (Travelling Time) of this collective agreement during time spent on career development leave provided for in this clause.
- (c) Employees on career development leave shall be reimbursed for all reasonable travel and other expenses incurred by them which the Employer may deem appropriate.

53.06 Canadian Food Inspection Agency Career Development Committee

Consultation Committee

- (a) The parties to this Collective Agreement acknowledge the mutual benefits to be derived from consultation on Career Development. To this effect the parties agree that such consultation will be held at the Agency level either through the existing Joint Consultation Committee or through the creation of a Canadian Food Inspection Agency Career Development Consultation Committee.
- (b) The Canadian Food Inspection Agency Consultation Committee on Career Development shall be composed of mutually agreeable numbers of employees and Employer representatives who shall meet at mutually satisfactory times. Committee meetings shall normally be held on the Employer's premises during working hours.
- (c) Employees forming the continuing membership of the Canadian Food Inspection Agency Consultation Committees shall be protected against any loss of normal

pay by reason of attendance at such meetings with management, including reasonable travel time where applicable.

- (d) The Employer recognizes the use of such committees for the purpose of providing information, discussing the application of policy, promoting understanding and reviewing problems.
- (e) It is understood that no commitment may be made by either party on a subject that is not within their authority or jurisdiction, nor shall any commitment made be construed as to alter, amend, add to or modify the terms of this Agreement.

NEW - Professional development

53.08 The parties to this agreement share a desire to improve professional standards by giving employees the opportunity, on occasion, to:

- a. participate in training, workshops, short courses or similar out-service programs to keep up to date with knowledge and skills in their respective fields;**
- b. carry out research in the employee's field of specialization not specifically related to their assigned work projects when, in the opinion of the Employer, such research is needed to enable the employee to fill their present role more adequately;**
- c. participate in language workshops, courses or immersion programs to improve and/or attain their language competencies;**
and
- d. participate in the Joint Learning Program.**

53.09 An employee shall receive professional development yearly to participate in one or more of the activities described in paragraph 53.08. The nature of the professional development, duration and time frame will be discussed between the employee and the Employer and be subject to management approval.

53.10 Subject to the Employer's approval, an employee shall receive leave with pay in order to participate in the activities described in paragraph 53.08.

53.11 An employee may apply at any time for professional development under this clause and shall not be unreasonably denied.

53.12 Employees on professional development shall be reimbursed for all reasonable travel, registration cost and other expenses incurred by them which the Employer may deem appropriate.

NEW

53.13 In the event there are more requests subject to 53.05 than the Employer can accommodate, requests shall be granted in a fair and equitable manner.

53.14 The Employer shall not unreasonably deny employee requests for career development leave with pay outside of those that meet the criteria contained in 53.05. Upon written request from the employee, the employer shall provide a written explanation when requests have been denied.

Indigenous Language Training

53.15 The Employer shall support the efforts of Indigenous peoples to reclaim, revitalize, maintain and strengthen Indigenous languages and support and promote the use of Indigenous languages, including Indigenous sign languages by providing paid leave and funding to First Nations, Inuit and Métis Employees to attend said language training.

ARTICLE 54
LEAVE WITH OR WITHOUT PAY FOR OTHER REASONS

RESERVE.

ARTICLE 61

PART-TIME EMPLOYEES

The Union reserves the right to table further proposals under Article 61.

(...)

Designated Paid Holidays

61.07 A part-time employee shall not be paid for the designated paid holidays but shall, instead be paid ~~four decimal six percent (4.6%)~~ **five decimal four per cent (5.4%)** for all straight-time hours worked.

- a. Should an additional day be proclaimed as per paragraph 31.01, this premium will increase by zero decimal thirty-eight (0.38) percentage points.
- b. The effective date of the percentage point increase will be within one hundred and eighty (180) days after the additional day is proclaimed by an act of Parliament as a national holiday, but not before the day on which the holiday is first observed.

ARTICLE 63

DOMESTIC VIOLENCE LEAVE

Excluded Provision

Sub-clause 63.01(c) does not apply to bargaining unit employees classified as GL or GS.

Alternate Provision

Sub-clause 63.01(d) applies only to bargaining unit employees classified as GL or GS.

63.01 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 **and performance** at work. **Therefore, the Employer is committed to providing support to employees who experience domestic violence.**
- (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; **or**
 - (vi) to attend to any other activities that people experiencing domestic violence need to manage.**
- (c) The total domestic violence leave with pay which may be granted under this article shall not exceed ~~seventy-five (75)~~ **one hundred and fifty (150)** hours in a fiscal year. **Additional leave with pay beyond the one hundred and fifty (150) hours may be granted on a case-by-case basis.**

~~(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) All personal information concerning domestic violence will be kept confidential in line with relevant legislation. No information will be kept on an employee's personnel file without their express written permission.

f) In order to provide support to an employee experiencing domestic violence and to ensure a safe work environment for all employees, the Employer will approve any reasonable request from an employee experiencing domestic violence for:

- 1. Changes to their work pattern, location or hours;**
- 2. Job assignment;**
- 3. Working remotely;**
- 4. Job transfer or relocation;**
- 5. A change to their telephone number or email address to avoid harassing contact; and/or**
- 6. Any other appropriate measure, including those available under existing flexible work arrangements.**

~~e) g)~~ 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) h)~~ Notwithstanding clauses 63.01(b) to 63.01(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.

ARTICLE 64

LEAVE FOR TRADITIONAL INDIGENOUS PRACTICES

64.01

Subject to operational requirements as determined by the Employer, ~~fifteen (15) (or sixteen (16) hours where the standard work week is forty (40) hours) and twenty-two decimal five (22.5) hours (or twenty-four (24) hours where the standard work week is forty (40) hours)~~ **thirty seven and one half (37.5)** of leave without pay per fiscal year shall be granted to an employee who self-declares as an Indigenous person and who requests leave to engage in traditional Indigenous practices, including land-based activities such as hunting, fishing, and harvesting.

For the purposes of this article, an Indigenous person means First Nations, Inuit or Métis.

(...)

ARTICLE 65

PAY ADMINISTRATION

65.07 ~~Sub-clause 65.07(a) does not apply to employees covered by sub-clause 65.07(b).~~

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

Sub-clause 65.07(b) applies only to employees at the EG-02 and EG-03 levels performing inspection duties and for GL and GS employees.

- ~~(b) When an employee is required by the Employer to substantially perform the duties of a higher classification level in an acting capacity and performs those duties for at least one (1) day or one (1) shift, employees in the classification groups GL, GS and employees in the EG-02 and EG-03 levels who perform inspection duties in their substantive position shall be paid acting pay calculated from the date on which he or she commenced to act as if he or she had been appointed to that higher classification level for the period in which he or she acts.~~
- (b) When a day designated as a paid holiday occurs during the qualifying period, the holiday shall be considered as a day worked for purposes of the qualifying period.
- (c) **An employee who is required to act at a higher level shall receive a salary increment at the higher level after having reached fifty-two (52) weeks of cumulative service at the same level.**
- (d) **For the purpose of defining when employee will be entitled to go to the next salary increment of the acting position, “cumulative” means all periods of acting at the same level.**
- (e) **Where an employee is appointed to a position for which the employee previously acted, time in the acting position shall be credited for the purpose of establishing their salary increment date.**

(...)

ARTICLE 68
DURATION

RESERVE.

NEW ARTICLE REPRODUCTIVE HEALTH SUPPORTS

XX.01 For the purposes of this article, "reproductive health" includes

- i. Menstruation, perimenopause, menopause and hypogonadism;
- ii. Polycystic ovarian syndrome (PCOS), endometriosis;
- iii. In Vitro Fertilization (IVF) and other forms of assisted reproductive technologies;
- iv. Vasectomy, tubal ligation, hysterectomy, oophorectomy;
- v. Pregnancy that ends other than as a result of a live birth;
- vi. Gender-affirming reproductive care;

and medical conditions, procedures, and treatments related to the above.

XX.02 The Employer recognises the importance of providing a supportive environment when employees experience pain, discomfort, or other symptoms related to reproductive health. This includes ensuring a workplace that is both physically and psychologically healthy, promoting well-being, and addressing mental health needs associated with these experiences.

Individual Reproductive Health Support

XX.03 To support employees managing reproductive health symptoms and ensure a safe work environment, the Employer will approve reasonable requests for:

- a. Work from home;
- b. Flexible hours;
- c. Workplace supports which prioritise comfort and well being of the employee, such as resting in a quiet area, or additional breaks; or
- d. Paid leave as outlined in Articles XX.04 to XX.08.

Requests for these provisions will not be unreasonably denied.

Reproductive Health Leave

XX.04 Employees are entitled up to ninety (90) hours paid leave per calendar year to manage symptoms associated with reproductive health, and/or attend appointments without the requirement to provide a medical certificate.

XX.05 An Employee requesting to take leave under this clause shall advise the Employer of the duration, or expected duration, of the leave as soon as practicable.

XX.06 If reproductive health leave is exhausted, employees may access paid sick leave under the collective agreement's sick leave provisions, without

the requirement to provide a medical certificate.

Leave for End of Pregnancy

XX.07 For the purposes of this section, “end of pregnancy” means a pregnancy that ends other than as a result of a live birth.

XX.08 An employee is entitled to paid leave under this article, if

- a. they experience an end of pregnancy;**
- b. their spouse or common-law partner experiences an end of pregnancy; or**
- c. another person experiences an end of pregnancy, and the employee would have become the legal parent of the child born as a result of the pregnancy.**

XX.09 If an employee's pregnancy ends before completing week twenty (20) of pregnancy, they are entitled to three (3) days paid leave.

XX.10 If the pregnancy ends after completing week twenty (20), the employee is entitled to

- a. seven (7) working days of leave with pay; and**
- b. up to eight (8) weeks of leave without pay, unless the employee is entitled to a longer period of leave under Article 38.**

XX.11 For clarity, if the pregnancy ends after completing week twenty (20), and the employee has commenced unpaid leave under Article 38, the total entitlement to paid and unpaid leave, including any leave described in XX. 10 (a) and (b), shall not exceed eighteen (18) weeks.

XX.12 The leave under XX.10 (a) may be taken in a single time period of seven (7) working days, or in two (2) separate time periods to a maximum of seven(7) working days.

NEW ARTICLE TELEWORK

For the purpose of this article telework is defined as a flexible work arrangement where employees have approval to perform some or all of their work duties from a location other than their designated workplace.

The parties recognize the following benefits of telework:

- It can help reduce stress and achieve a better work–life balance;
- It supports an inclusive and diverse public service;
- It supports psychologically safe and healthy work environments where employees have access to flexible work arrangements;
- It can assist the Employer in attracting and retaining employees located at a wider range of locations;
- It contributes to reducing emissions from transportation, traffic congestion and air pollution, in accordance with the Greening Government Strategy.

XX.01 It is understood that employees can request a telework agreement and that participation in telework is voluntary. Employees are not required to telework.

XX.02 The Employer will not impose caps on groups of employees on telework days that may be approved.

XX.03 Each request shall be considered on a case-by-case basis by the employee's direct manager. The manager has the responsibility to genuinely try to reach a telework agreement that will support the employee's circumstances. As such the employee's direct manager shall at a minimum:

- a. discuss the request with the employee;
- b. have regard to the consequences of a refusal for the employee;
- c. consider cultural obligations for indigenous employees;
- d. ensure that a refusal is based on reasonable business grounds.

XX.04 The Employer decision on a request for a new telework agreement or the review of an existing telework agreement shall be provided within twenty-eight (28) calendar days of the initial request. If such a request is denied, then the Employer shall provide the detailed reasons in writing.

XX.05 Employees with a telework agreement may elect to terminate the agreement with reasonable notice to the Employer. The Employer will concede to such termination no later than twenty-eight (28) calendar days following receipt of such notice.

XX.06 The Employer may seek to modify or terminate an approved telework agreement on reasonable business grounds subject to clause XX.03 and XX.04. The Employer must provide reasonable notice prior to modifying or terminating a telework agreement. All terminations shall include the written reasons and be immediately communicated to the union.

XX.07 Ad-hoc arrangements

Notwithstanding the above, nothing restricts an employee's right to request to work remotely on a temporary or as-needed basis without establishing a formal telework agreement. Such requests shall not be unreasonably denied.

XX.08 Provision of Equipment and Supplies

- a. Departments and Agencies shall provide all employees in a telework agreement with the necessary equipment, or reimbursement for reasonable costs associated with implementing a telework agreement.**
- b. Unless otherwise specified in this Article, all terms and conditions of a telework agreement shall be consistent with the provisions of the Collective Agreement and all requirements within the Occupational Health and Safety Regulations.**

XX.09 Notice to the Union

On a quarterly basis, the Employer shall provide to the Union, a list of all employees with telework agreements. The list shall include the employees name, position, classification, work unit location, remote work location, the number of days per week for which telework has been approved and/or denied and personal contact information for each employee.

NEW ARTICLE SOCIAL JUSTICE FUND

XX.01 The Employer shall contribute one cent (1¢) per hour worked to the PSAC Social Justice Fund and such a contribution will be made for all hours worked by each employee in the bargaining unit. Contributions to the Fund will be made quarterly, in the middle of the month immediately following completion of each fiscal quarter year, and such contributions remitted to the PSAC Social Justice Fund.

NEW ARTICLE OPERATIONAL REQUIREMENTS

XX.01 The employer agrees that when an employee is denied access to a provision of this agreement because of operational requirements, it will disclose in writing a detailed explanation to the employee of what those operational requirements are.

NEW ARTICLE INDIGENOUS LANGUAGE ALLOWANCE

XX01 Employees who are fluent and interact in an Indigenous language in the workplace shall be paid an Indigenous Language Allowance of six thousand dollars (\$6,000) per year, paid biweekly.

Appendix “H” MOU with respect to Mental Health

RESERVE.

APPENDIX B – CANADIAN FOOD INSPECTION AGENCY
~~EMPLOYMENT TRANSITION POLICY~~ **Workforce Adjustment**
Appendix

RESERVE.

NEW APPENDIX ADAPTING WORKPLACES TO CLIMATE CHANGE

RESERVE.

ECONOMIC PACKAGE

RESERVE

The Union reserves the right, pending the Employer's providing of payroll and other economic information, to table a comprehensive wage proposal that which will include but is not limited to:

- **General economic increases that meet or exceed inflation;**
- **Amendments to the rates of pay including market, wage, and payline adjustments;**
- **Restructure of the wage grids;**
- **New, increased and/or expanded scope of allowances for specific occupational groups;**
- **Pay notes;**
- **Risk Allowance**

APPENDICES

The Union reserves the right to make proposals at a later date on all appendices.

NEW ARTICLE PROCUREMENT

XX.01 The parties agree that the Employer shall adopt a procurement policy consistent with human rights and supports Canadian jobs and industries.

XX.02 CFIA procurement policy shall commit to avoid vendors and suppliers complicit in human and workers' rights violations at home or internationally, including those complicit in child labour, sweatshops, climate destruction, genocide, illegal occupation or war crimes, where viable alternatives exist.

XX.03 CFIA procurements must prioritize Canadian supplier that meet the conditions set out in XX.02 above and, at a minimum, ensure that XX% of the total annual value of the contracts they award are held by Canadian supplier.

XX.04 Notwithstanding the above, procurement contracts shall prioritize First Nation, Inuit, or Metis-made and/or union-made where possible.

XX.05 The Employer is responsible for publishing information on prioritizing ethical and Canadian supplier against the mandatory minimum target within six (6) months after fiscal year-end.

NEW ARTICLE Fair Pension Plan Provisions

Amend the pension plan to repeal the changes to the Public Service Superannuation Act that raised the minimum, unreduced retirement age to sixty years old with thirty years of service for anyone hired into the federal public service after January 1, 2013.

Amend the pension plan to ensure all contributions remain in the plan.

NEW ARTICLE

Service Levels

The parties agree that there shall be no further reduction in resources for services unless a jointly agreed independent assessment is completed that ensure that budget and program cuts and changes will not compromise the quality, accessibility, or timeliness of services provided to the public.

NEW ARTICLE

Artificial Intelligence (AI) and Emerging Technologies

XX.01 The employer shall not use automated decision-making systems to make or support decisions that directly affect an employee's rights, duties, or conditions of employment including matters of discipline.

XX.02 The employer shall provide employees with clear and accessible information regarding how AI and automated decision-making are used in their work, including guidelines, limitations, risks, and ethical considerations, human oversight, and applicable data security, and privacy safeguards.

XX.03 In accordance with clause 1.02 of this agreement, the parties are committed to the people of Canada being well and efficiently served. As such, the use of artificial intelligence in public services shall be supplemental to, and not a substitute for, public service employees. The use of AI shall not impact the public's right to interact with an employee of the public service in a timely and accessible manner.

XX.04 All artificial intelligence and automated systems used at CFIA shall be governed by the principles of privacy protection, data minimization, and security. Personal information entrusted to the CFIA must be collected, used, disclosed, and retained in accordance with the Privacy Act and related Treasury Board / CFIA policies, including the Policy on Privacy Protection, the Directive on Privacy Practices, and the Policy on Government Security or related policies.

XX.05 The Employer shall ensure that self-identification and equity data shall remain confidential and securely stored and shall not be accessed, analyzed, or processed by any automated or artificial intelligence system.

XX.06 The Employer shall not use Artificial intelligence or automated decision-making systems programs in hiring processes.

XX.07 All Artificial Intelligence and decision-making systems shall be made in Canada and all data collected shall reside in Canada and not be sold.

Training related to AI and emerging technologies

XX.08 The Employer shall provide ongoing training, during working hours, on AI and emerging technologies, at no cost to employees. This training shall ensure employees can safely and effectively use such tools and adapt to evolving technological demands.

XX.08 AI training shall be mandatory for employees whose job functions involve the development, use, or management of automated decisions systems.

Automated data processing and decision-making

XX.10 The Employer shall implement safeguards and bias-mitigation measures to protect employees from adverse impacts of automated decision-making.

XX.11 The Employer shall ensure that any automated decision making, including algorithmic processing of personal data, does not result in bias, systemic inequality, or unlawful discrimination, and complies with applicable human rights, privacy, and employment legislation.

XX.12 Employees are encouraged to report, in good faith, any concerns related to errors, bias, or unlawful discrimination in the use of automated systems. Employees making such disclosures shall be protected from any form of discipline, or retaliation.

XX.13 Employees shall not be subject to discipline or held personally liable for errors, inaccuracies, or unintended bias, decisions or consequences resulting from the use or outputs of automated decision-making systems used in the performance of their duties.

XX.14 The Employer shall identify, assess, and correct errors related to automated decision-making tools and promptly inform affected employees, in writing, of any such issues that may have influenced their duties or employment status.

Development of AI and new technology

XX.15 The Employer shall prioritize in-house development and deployment of AI systems, tools, and services, and, where in-house development is not immediately feasible, the Employer shall make reasonable efforts to build internal capacity through training or collaboration with bargaining unit employees before seeking external procurement. This provision shall not impede employees from participating in the design or development of AI systems as part of their assigned duties, provided such systems are not intended to reduce, replace or contract out bargaining unit work.

NEW ARTICLE

Surveillance Protections (SP) and Privacy

XX.01 Employees shall have a reasonable expectation of privacy in their communications, workspaces, and digital interactions. The Employer shall ensure that decisions affecting an employee's rights, duties, or working conditions include meaningful human involvement.

XX.02 The Employer shall not use electronic surveillance to monitor, assess, or evaluate employees, their work performance or productivity, nor use such data for disciplinary purposes.

XX.03 An employee will not be subject to enhanced electronic tracking or surveillance solely because they are teleworking.

XX.04 The Employer shall not introduce, use, or maintain any electronic surveillance or monitoring technology unless it meets all the following requirements:

- a. its purpose is clearly defined,
- b. and b. necessary to meet a legitimate operational requirement, and
- c. the objective cannot reasonably be achieved through less intrusive means. For clarity, the monitoring of productivity, performance, or employee behaviour shall not be considered a legitimate operational requirement for the purposes of this article.

XX.05 Prior to introducing or modifying monitoring or electronic surveillance technology, the Employer shall provide at least one hundred and eighty (180) days' written notice to the Union. The notice shall include

- a. a description of the technology and how it meets the requirements outlined in XX.04;
- b. the classifications, positions, and departments of affected employees, listed individually or in groups, with sufficient detail to allow the Alliance to assess the scope of impact;
- c. the type of data to be collected, stored, accessed, and retained; and
- d. the privacy and security safeguards in place to protect employees.

XX.06 For all current monitoring or surveillance technology affecting bargaining unit members, the Employer shall provide the Union with an annual report as outlined in clause XX.05 a-d.

XX.07 Upon request by the Alliance, the Employer and Alliance shall jointly review any monitoring or surveillance technology in use, to determine whether its continued operation remains justified and compliant with clauses XX.01-

XX.03. This review shall take place within one hundred and eighty (180) days of the request. Where such justification no longer exists, the Employer shall discontinue the use of the tool.

XX.08 In the event of a data breach that exposes employees' personal information, the Employer shall immediately notify affected employees and the union, and provide support to mitigate risks, including identity protection services.

XX.09 Upon request, employees shall have the right to review any personal data collected about them, in the presence of a union representative.