



CANADIAN FOOD INSPECTION AGENCY NEGOTIATIONS 2021-2022

Union Bargaining Demands

August 23, 2022

Preamble:

This document represents bargaining proposals of the Public Service Alliance of Canada for this round of negotiations for the Canadian Food Inspection Agency 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 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 of 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.

ARTICLE 9 INFORMATION

As per Common Issues

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

The Union RESERVES the right to make further proposals on the remainder of this Article at a future date.

ARTICLE 10 CHECK-OFF

As per Common Issues

NEW (*consequential renumbering required*)

10.04 For dues remittance purposes the Employer shall provide to the Alliance on monthly basis the following information for each employee in separate columns:

- **Individual Employee Number**
- **Surname of employee**
- **First name of employee**
- **Effective date of data extract**
- **Current Employer Code**
- **Current Department Code**
- **Current work location (street address, building name, floor designation, city, province/territory and postal code)**
- **GEO Location Code**

ARTICLE 11 USE OF EMPLOYER FACILITIES

As per Common Issues

- 11.01 Reasonable space on bulletin boards in convenient locations **including electronic bulletin boards** will be made available to the Union for the posting of official Union notices. The Union shall endeavour to avoid requests for posting of notices which the Employer, acting reasonably, could consider adverse to its interests or to the interests of any of its representatives. Posting of notices or other materials shall require the prior approval of the Employer, except notices related to the business affairs of the Union, including the names of Union representatives, and social and recreational events. Such approval shall not be unreasonably withheld.
- 11.02 The Employer will also continue its present practice of making available to the Union specific locations on its premises, for the placement of reasonable quantities of literature of the Union.
- 11.03** A duly accredited representative of the Union may be permitted access to the Employer's premises, which includes vessels, to assist in the resolution of a complaint or grievance and to attend meetings called by management **and/or meetings with Alliance-represented employees**. Permission to enter the premises shall, in each case, be obtained from the Employer. Such permission shall not be unreasonably withheld. In the case of access to vessels, the Union representative upon boarding any vessel must report to the Master, state his or her business and request permission to conduct such business. It is agreed that these visits will not interfere with the sailing and normal operation of the vessels.

ARTICLE 13 LEAVE WITH OR WITHOUT PAY FOR UNION BUSINESS

As per Common Issues

~~13.14 Leave granted to an employee under 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.~~

The Employer will grant leave without pay to an employee who is elected as a full-time official of the Alliance 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 (*consequential renumbering required*)

13.15 When an Employee is hired into an Alliance staff position and provides a minimum of two (2) weeks' notice, the Employer shall grant a leave of absence without pay and without loss of seniority for the duration of such leave for up to one (1) year. During this time period, the employee may, upon two (2) weeks' written notice by the employee, be returned to the position held immediately prior to the commencement of the leave.

NEW

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

NEW

13.17 When operational requirements permit, the Employer will grant leave without pay to employees for any other union business validated by the Alliance with an event letter.

AMEND

13.14 18

Leave **without pay** granted to an employee under **this article with the exception of article 13.14 and 13.15 above**, ~~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 16 DISCIPLINE

As per Common Issues

(consequential renumbering required)

- 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 shall 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 hearing concerning him or her or to render a disciplinary decision concerning him or her, the employee is entitled to have, at his or her request, a representative of the Union attend the meeting. Where practicable, the employee shall receive a minimum of two (2) days' notice of such a meeting.
- 16.03** The Employer shall notify the local representative of the Union as soon as possible that such suspension or termination has occurred

NEW

- 16.XX** When an employee is suspended from duty pending investigations, stoppage of pay and allowances will only be invoked in extreme circumstances when it would be inappropriate to pay an employee.

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

- a. in jail awaiting trial, or
 - b. clearly involved in the commission of an offence that contravenes a federal act or the Code of Conduct, and significantly affects the proper performance of his/her duties.
- 16.04** 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.XX At no time may electronic monitoring systems be used as a means to evaluate the performance of employees, or to gather evidence in support of disciplinary measures unless such disciplinary measures result from the commission of a criminal act.

16.05 Any document or written statement related to disciplinary action which may have been placed on the personnel file of an employee shall be destroyed after two (2) years have elapsed since the disciplinary action was taken, provided that no further disciplinary action has been recorded during this period.

The Union RESERVES the right to make further proposals on the remainder of this Article at a future date

ARTICLE 18 NO DISCRIMINATION

As per Common Issues

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.

NEW

18.02 Employees who experience discrimination may submit a grievance and may also exercise their rights to file a complaint with the Canadian Human Rights Commission.

18.023 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.

18.034 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.

NEW

18.05 When the Employer becomes aware of discrimination in the workplace, whether as a result of observation or as a result of a complaint by an employee or a grievance, the Employer shall immediately undertake an investigation.

NEW 18.06 Selection of Investigator

The factors considered for the selection of an investigator shall include the candidates' impartiality, that they possess the necessary training that includes the consideration of intersectionality and experience, and from the viewpoint of the complainant, their fit with the candidates' lived experience, background, and possible membership in an equity-seeking group.

NEW

18.07 The statement of work for the investigator shall include a commitment to meet all willing witnesses provided by the parties and an expected completion date.

NEW

18.08 An Investigation will be discontinued if the parties reach resolution via another method.

NEW

18.09 *(current 19.04 in PA)* ~~Upon request by the complainant(s) and/or respondent(s),~~ **The Employer shall provide a grievor, a complainant and/or responding party, with** an official copy of the investigation report ~~shall be provided to them by the Employer,~~ subject to the *Access to Information Act* and *Privacy Act*.

NEW 18.10 The Employer shall track all investigated incidents of discrimination, including how they were addressed and provide an annual report to the Alliance and the Centre of Expertise on Diversity and Inclusion.

NEW Training

NEW

18.11 The Employer shall provide mandatory qualified instructor led, facilitated and interactive training to all employees regarding anti-oppression and discrimination, including intersectionality analysis. Such training shall include information about relevant policies, processes, the applicable legislation, and complaint mechanisms. Time spent in training shall be considered as time worked.

ARTICLE 19 SEXUAL HARASSMENT

As per Common Issues

Amend as follows:

Change title to: HARASSMENT AND ABUSE OF AUTHORITY

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

NEW 19.02

Definitions:

- a. **Harassment, violence or bullying includes any action, conduct or comment, including of a sexual nature, that can reasonably be expected to cause distress, harm, offence, humiliation, or other physical or psychological injury, or illness to an employee, their dignity or their reputation, including any vexatious action, conduct, comment or display, in any form. Harassment can be expressed on the basis of many factors including but not limited to race, creed, religion, colour, sex, sexual orientation, gender-determined characteristics, political belief, political association or political and/or union activity, marital status, family status, source of income, physical and/or psychological disability, physical size or weight, age, nationality, ancestry or place of origin;**

- b. **Abuse of authority occurs when an individual or group of individuals uses the power and authority inherent in their position or occupation, and/or influence to threaten, endanger an employee's job, potentially undermine the employee ability to perform that job, threaten the economic livelihood of that employee or in any way interfere with or influence the career reputation or dignity of the employee. It may include intimidation, removal of resources, unfair or abusive control of resources and/or information, removal of meaningful valued work and/or making an individual redundant, threats, loss of dignity, blackmail or coercion.**

19.02 03

- a. Any level in the grievance procedure shall be waived if a person hearing the grievance is the subject of the complaint.
- b. If by reason of 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 04

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

Regulatory Process

NEW

19.05 In addition to an employee's right to file a grievance and/or a Human Rights complaint, employees may submit a Notice of Occurrence, as per the section 15 (1) of the Work Place Harassment and Violence Prevention Regulations.

NEW

19.06 Once a designated representative receives a Notice of an Occurrence as per Part II of the *Canada Labour Code (CLC)*, then they shall immediately confer with the principal party and their union representative to determine whether or not the incident(s) and/or pattern of behaviour meets the definition of an occurrence as required by subsection 23(2) of the Regulations. If it is determined that the incident(s) and/or pattern of behaviour meets the definition, then the designated recipient shall immediately undertake the negotiated resolution process.

NEW

19.07 If the matter is not resolved during the negotiated resolution process, both the principal party and the responding party may agree to participate in the conciliation process.

NEW

19.08 Whether or not another resolution process is underway, or whether or not all parties have made a reasonable effort to resolve the occurrence, a principal party that believes the incident meets the definition of an occurrence or does not consider the occurrence resolved, may request an investigation be undertaken forthwith. Once such a request is received the designated representative shall immediately complete and submit the notice of investigation

The Union RESERVES the right to make further proposals to this Article at a future date

ARTICLE 22 JOB SECURITY

As per Common Issues

22.01 Subject to the willingness and capacity of individual employees to accept relocation, **a remote working agreement** and/or retraining, the Employer will make every reasonable effort to ensure that any reduction in the workforce will be accomplished through attrition.

NEW

22.02 Where a person who has been employed at the 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 Agency shall appoint the employee indeterminately at the level of his/her substantive position.

NEW

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

ARTICLE 23 TECHNOLOGICAL CHANGES

As per Common Issues

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

23.02 In this article, “technological change” means:

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

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

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

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

- a. the nature and degree of the technological change;
- b. the date or dates on which the Employer proposes to effect the technological change;
- c. the location or locations involved;

- d. the approximate number and type of employees likely to be affected by the technological change;
- e. the effect that the technological change is likely to have on the terms and conditions of employment of the employees affected.

NEW

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

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

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

ARTICLE 24 HOURS OF WORK

The Union proposes to reduce the work week for all employees covered by this CA to 35 hours/week without any reduction in pay, leave credits, or benefits.

Note that consequential changes / amendments will be required throughout the collective agreement pursuant to this change.

Add the following on **Right to Disconnect** as a preamble

Unless specified elsewhere in this Collective Agreement, an employee is under no obligation to engage in work-related communications including, but not limited to, answering calls or emails outside of normal working hours, nor shall they be subject to discipline or reprisals for exercising their rights under this Article.

- 24.01** An employee's scheduled hours of work shall not be construed as guaranteeing the employee minimum or maximum hours of work.
- 24.02** ~~The Employer agrees that, before a schedule of working hours is changed, the changes will be discussed with the appropriate steward of the Union if the change will affect a majority of the employees governed by the schedule.~~ **The Employer shall not change day workers into shift workers nor change shift workers into day workers without mutual agreement between the Employer and the PSAC.**
- 24.03** Provided sufficient advance notice is given and with the approval of the Employer, employees may exchange shifts if there is no increase in cost to the Employer.

ARTICLE 26 SHIFT PREMIUMS

As per TC coordinated proposal

26.01 Shift Premium

Replace existing language with:

An employee working on shifts will receive a shift premium of five dollars (\$5.00) per hour for all hours worked, including overtime hours, between 16:00 and 00:00.

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 00:00 and 08:00.

~~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) 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.~~

26.02 Weekend Premium

An employee working on shifts during a weekend will receive an additional premium of ~~two dollars (\$2.00)~~ **five dollars (\$5.00)** per hour for all hours worked, including overtime hours, on Saturday and/or Sunday.

ARTICLE 27 OVERTIME

27.01 Each fifteen (15) minute period ~~All~~ of overtime worked shall be compensated for at double time. the following rates: **All overtime is pensionable time.**

a. ~~time and one-half (1.5) except as provided for in sub-clause 27.01(b) or (c);~~

Sub-clause 27.01(b) does not apply to bargaining unit employees classified as GL or GS.

b. ~~double (2) time for each hour of overtime worked after fifteen (15) hours' work in any twenty-four (24) hour period or after seven decimal five (7.5) hours' work on the employee's first (1st) day of rest, and for all hours worked on the second (2nd) or subsequent day of rest. Second (2nd) or subsequent day of rest means the second (2nd) or subsequent day in an unbroken series of consecutive and contiguous calendar days of rest;~~

Sub-clause 27.01(c) applies only to bargaining unit employees classified as GL or GS.

c. ~~double (2) time for each hour of overtime worked after sixteen (16) hours' work in any twenty-four (24) hour period or after eight (8) hours' work on the employee's first (1st) day of rest, and for all hours worked on the second (2nd) or subsequent day of rest. Second (2nd) or subsequent day of rest means the second (2nd) or subsequent day in an unbroken series of consecutive and contiguous calendar days of rest.~~

Consequential amendments throughout the agreement must be made pursuant to this concept being agreed to.

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 **equivalent to the lunch rate outlined in Appendix C of the National Joint Council's Travel Directive** ~~of twelve dollars (\$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 **equivalent to the lunch rate outlined in Appendix C of the National Joint Council's Travel Directive** ~~in the amount of twelve dollars (\$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 30 REPORTING PAY

30.01

- a. When an employee is required to report for **scheduled or unscheduled work** and reports to work on the employee's day of rest, the employee is entitled to a minimum of three (3) hours' compensation at the applicable overtime rate of pay;
- b. The minimum payment referred to in (a) above, does not apply to part-time employees. Part-time employees will receive a minimum payment in accordance with 61.05.

ARTICLE 31 DESIGNATED PAID HOLIDAYS

31.01 Subject to clause 32.02, 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. ~~e~~- Canada Day,
- h. ~~f~~- Labour Day,
- i. **National Day for Truth and Reconciliation,**
- j. ~~g~~- the day fixed by proclamation of the Governor in Council as a general day of Thanksgiving
- k. ~~h~~- Remembrance Day,
- l. ~~i~~- Christmas Day,
- m. ~~j~~- Boxing Day,
- n. ~~k~~- ~~one~~ **two (2)** 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 days are recognized as a provincial or civic holiday, the **third Monday in February and the first (1st) Monday in August,**
- o. ~~l~~- one additional day when proclaimed by an act of Parliament as a national holiday.

31.05

- a. When an employee works on a holiday, he or she shall be **paid double (2)** time and ~~one half (1 1/2)~~ for all hours worked up to ~~seven decimal five (7.5) hours and double (2) time thereafter,~~ in addition to the pay that the employee would have been granted had he or she not worked on the holiday.

Consequential amendments throughout the agreement must be made pursuant to these changes being agreed upon.

ARTICLE 34 COMPENSATORY LEAVE WITH PAY

Proposal as per TC and PA coordinated issue

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~~ **shall** be taken, **on the basis of the employee's preference, either in cash or** in the form of compensatory leave, which will be calculated at the premium rate laid down in the applicable Article.

Consequential amendments through the agreement must be made pursuant to this concept being agreed upon.

ARTICLE 38 VACATION LEAVE WITH PAY

Accumulation of Vacation Leave Credits

38.02

- a. An employee shall earn vacation leave credits at the following rate for each calendar month during which the employee receives pay for at least seventy-five (75) hours:
 - i. nine decimal three seven five (9.375) hours until the month in which the anniversary of the employee's ~~eighth (8th)~~ **fifth (5th)** year of service occurs;
 - ii. twelve decimal five (12.5) hours commencing with the month in which the employee's ~~eighth (8th)~~ **fifth (5th)** anniversary of service occurs;
 - iii. ~~thirteen decimal seven five (13.75) hours commencing with the month in which the employee's sixteenth (16th) anniversary of service occurs;~~
 - iv. ~~fourteen decimal four (14.4) hours commencing with the month in which the employee's seventeenth (17th) anniversary of service occurs;~~
 - v. fifteen decimal six two five (15.625) hours commencing with the month in which the employee's ~~eighteenth (18th)~~ **tenth (10)** anniversary of service occurs;
 - vi. ~~sixteen decimal eight seven five (16.875) hours commencing with the month in which the employee's twenty-seventh (27th) anniversary of service occurs;~~
 - vii. eighteen decimal seven five (18.75) hours commencing with the month in which the employee's ~~twenty-eighth (28th)~~ **twenty-third (23th)** anniversary of service occurs.;
 - viii. **Twenty (20) hours commencing with the month in which the employee's thirtieth (30th) anniversary of service occurs;**
 - ix. **Twenty-one decimal eight seven five (21.875) hours commencing with the month in which the employee's thirty-fifth (35th) anniversary of service occurs.**

- b. An employee shall earn vacation leave credits at the following rate for each calendar month during which the employee receives pay for at least eighty (80) hours:
- i. ten (10) hours until the month in which the anniversary of the employee's ~~eighth (8th)~~ **fifth (5th)** year of service occurs;
 - ii. thirteen decimal three three (13.33) hours commencing with the month in which the employee's ~~eighth (8th)~~ **fifth (5th)** anniversary of service occurs;
 - ~~iii. fourteen decimal six seven (14.67) hours commencing with the month in which the employee's sixteenth (16th) anniversary of service occurs;~~
 - ~~iv. fifteen decimal three three (15.33) hours commencing with the month in which the employee's seventeenth (17th) anniversary of service occurs;~~
 - iii.** sixteen decimal six seven (16.67) hours commencing with the month in which the employee's ~~eighteenth (18th)~~ **tenth (10th)** anniversary of service occurs;
 - ~~vi. eighteen (18) hours commencing with the months in which the employee's twenty-seventh (27th) anniversary of service occurs;~~
 - iv.** twenty (20) hours commencing with the month in which the employee's ~~twenty-eighth (28th)~~ **twenty-third (23rd)** anniversary of service occurs;

NEW

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

NEW

- vi. twenty-three decimal three four (23.34) hours commencing with the month in which the employee's thirty-fifth (35th) anniversary of service occurs.**

- c. An employee in the FI classification shall earn vacation leave credits at the following rate for each calendar month during which the employee receives pay for at least seventy-five (75) hours:
- i. nine decimal three seven five (9.375) hours until the month in which the anniversary of the employee's fifth (5th) year of service occurs;
 - ii. twelve decimal five (12.5) hours commencing with the month in which the employee's fifth (5th) anniversary of service occurs;

- ~~iii. thirteen decimal seven five (13.75) hours commencing with the month in which the employee's sixteenth (16th) anniversary of service occurs;~~
- ~~iv. fourteen decimal three seven five (14.375) hours commencing with the month in which the employee's seventeenth (17th) anniversary of service occurs;~~
- v. ~~iii.~~ fifteen decimal six two five (15.625) hours commencing with the month in which the employee's ~~eighteenth (18th)~~ **tenth (10th)** anniversary of service occurs;
- ~~vi. sixteen decimal eight seven five (16.875) hours commencing with the month in which the employee's twenty-seventh (27th) anniversary of service occurs;~~
- ~~vii.~~ ~~iv.~~ eighteen decimal seven five (18.75) hours commencing with the month in which the employee's twenty-eighth (23rd) anniversary of service occurs;

NEW

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

NEW

- vi. **twenty-three decimal three four (23.34) hours commencing with the month in which the employee's thirty-fifth (35th) anniversary of service occurs.**

Carry-Over and/or Liquidation of Vacation Leave

38.12

- a. Where in any vacation year, an employee has not **used** ~~been granted~~ all of the vacation leave credited to him or her, the unused portion of his or her vacation leave up to a maximum of two hundred and sixty-two decimal five (262.5) hours credits shall be carried over into the following vacation year. All vacation leave credits in excess of two hundred and sixty-two decimal five (262.5) hours shall be automatically paid at his or her hourly rate of pay as calculated from the classification prescribed in his or her certificate of appointment of his or her substantive position on the last day of the vacation year.

...

- c. Where in any vacation year, an employee has not **used** ~~been granted~~ all of the vacation leave credited to him or her, the unused portion of his or her vacation leave up to a maximum of two hundred and eighty (280) hours credits shall be carried over into the following vacation year. All vacation leave credits in excess of two hundred and eighty (280) hours shall be automatically paid at his or her hourly

rate of pay as calculated from the classification prescribed in his or her certificate of appointment of his or her substantive position on the last day of the vacation year.

The Union reserves the right to table further proposals on this article at a future time.

ARTICLE 42 MATERNITY LEAVE WITHOUT PAY

As per Common Issues

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)~~ **twenty (20)** 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)~~ **twenty (20)** 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)~~ **twenty (20)** weeks.
- c. The extension described in sub-clause 42.01(b) shall end not later than fifty-
[...]

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 as described in 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:

$$[\text{Allowance received}] \times \frac{[\text{remaining period to be worked following her return to work}]}{[\text{Total period to be worked as specified in (B)}]}$$

however, an employee whose specified period of employment expired and who is rehired within the federal public administration as described in sub-paragraph (A), 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). **Further employees who receive the maternity allowance but are unable to return to work for the total period specified in section (B) due to their spouse or common-law partner being relocated will not be indebted to the Employer for the amount of their allowance.**

- 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 described in section 42.02 (a)(iii)(C).

[...]

ARTICLE 44 PARENTAL LEAVE WITHOUT PAY

As per Common Issues

44.01 Parental leave without pay

- a. Where an employee has or will have the actual care and custody of a newborn child (including the newborn child of a common-law partner), the employee shall, upon request, be granted parental leave without pay for **a period of up to sixty-three (63) weeks in a seventy-eight (78) week period.** ~~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 **a period of up to sixty-three (63) weeks in a seventy-eight (78) week period.** ~~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 **no earlier than five weeks before** on the day on which the child comes into the employee's care.

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

- d. Notwithstanding paragraphs (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 while 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 while 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

40.02 Parental allowance

~~Under the Employment Insurance (EI) benefits plan, p~~Parental allowance is payable under two (2) options, either:

- Option 1: standard parental benefits, paragraphs 40.02(c) to (k),
or
- Option 2: extended parental benefits, paragraphs 40.02(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, parental allowance is payable only under Option 1: standard parental benefits.~~

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 paragraphs (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, paternity or adoption 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 section (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 section 38.02(a)(iii)(B), if applicable. Where the employee has elected the extended parental allowance, following his or her return to work, as described in section (A), the employee will work for a period equal to sixty per cent (60%) of the period the employee was in receipt of the extended parental allowance in addition to the period of time referred to in section 38.02(a)(iii)(B), if applicable;
 - C. should he or she fail to return to work as described in section (A) or should he or she return to work but fail to work the total period specified in section (B), for reasons other than death, lay-off, early termination due to lack of work or discontinuance of a function of a specified period of employment that would have been sufficient to meet the obligations specified in section (B), or having become disabled as defined in the *Public Service Superannuation Act*, he or she will be indebted to the Employer for an amount determined as follows:

$$\begin{array}{r}
 \text{[Allowance received]} \times \frac{\text{[remaining period to be worked following her return to work]}}{\text{[Total period to be worked as specified in (B)]}}
 \end{array}$$

however, an employee whose specified period of employment expired and who is rehired within the federal public administration as described in section (A) within a period of ninety (90) days or less is not indebted for the amount if his or her new period of employment is sufficient to meet the obligations specified in section (B). **Further employees who receive the parental allowance but are unable to return to work for the total period specified in section (B) due to their spouse or common-law partner being relocated will not be indebted to the Employer for the amount of their allowance.**

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

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 subparagraphs 40.01(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 per cent (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;
 - ii. for each week the employee receives parental, adoption or paternity benefit under the Employment Insurance or the Québec Parental Insurance Plan, he or she is eligible to receive the difference between ninety-three per cent (93%) of his or her weekly rate (and the recruitment and retention "terminable allowance" if applicable) and the parental, adoption or paternity benefit, less any other monies earned during this period which may result in a decrease in his or her parental, adoption or paternity benefit to which he or she would have been eligible if no extra monies had been earned during this period;
 - iii. where an employee has received the full eighteen (18) weeks of maternity benefit and the full ~~thirty-two (32)~~ **thirty-six (36)** 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, 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 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 **received the full fifty-five (55) weeks of adoption benefits or has** divided the full ~~thirty-seven (37)~~ **fifty-nine (59)** 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, at ninety-three per cent (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 subparagraph 38.02(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 subparagraphs 38.02(c)(iii) and 40.02(c)(v) for the same child;
- d. At the employee’s request, the payment referred to in subparagraph 40.02(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 parental benefits.
 - e. The parental allowance to which an employee is entitled is limited to that provided in paragraph (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* in Quebec.
 - 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 or parental leave without pay;
 - ii. for an employee who has been employed on a part-time or on a combined full-time and part-time basis during the six (6) month period preceding the commencement of maternity or parental leave without pay, the rate obtained by multiplying the weekly rate of pay in subparagraph (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 paragraph (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 he or she is appointed.
 - h. Notwithstanding paragraph (g), and subject to subparagraph (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 that would increase the parental allowance 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-seven (57)~~ **sixty-one (61)** weeks for each combined maternity and parental leave without pay.

Option 2 – Extended parental allowance

- I. 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 subparagraphs 40.01(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%)~~ **ninety-three per cent (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;
 - ii. for each **of the first thirty-five (35) weeks** the employee receives parental benefits under the Employment Insurance **or the Québec**

Parental Insurance Plan, he or she is eligible to receive the difference between ~~fifty-five decimal eight per cent (55.8%)~~ **ninety-three per cent (93%)** 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)~~ **thirty-five (35) weeks of parental benefits contained in subparagraph 44.02 (I)(ii)** weeks of parental benefits under the Employment Insurance 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)~~ **up to twenty-six (26) weeks, at 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 each week, less any other monies earned during this period, ~~unless said employee has already received the one (1) week of allowance contained in subparagraph 38.02(c)(iii) for the same child.~~

NEW

- iv. **where an employee has received or has divided the full-sixty-one (61) weeks of parental benefits contained in subparagraph 44.02 (I)(ii) and (iii) 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, 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 for each week (and the recruitment and retention “terminable allowance” if applicable), less any other monies earned during this period;**
- ~~iv.~~ v. 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 subparagraph 38.02(c)(iii) for the same child;
- m. At the employee’s request, the payment referred to in subparagraph 40.02 I)(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 paragraph (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 paragraph (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 subparagraph (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 paragraph (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 paragraph (p), and subject to subparagraph (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.

Page intentionally left blank

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, **brother-in-law, sister-in-law, daughter-in-law, son-in-law, aunt, uncle, niece, nephew;**
- 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)~~ **eighty (80)** hours where the standard work week is forty (40) hours, in a fiscal year.

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

- a. to take a family member for ~~medical or dental~~ appointments **of a professional nature, including but not limited to medical, dental, legal and financial appointments or appointments with school authorities or adoption agencies** 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, if the supervisor was notified of the functions as far in advance as possible;
- f. to provide for the employee's child in the case of an ~~unforeseeable~~ closure of the school or daycare facility;
- g. ~~seven decimal five (7.5) hours out of the thirty seven decimal five (37.5) hours, or eight (8) hours out of the forty (40) hours where the standard work week is forty (40) hours, stipulated in clause 46.02 above may be used to attend an~~ **appointments of a professional nature, including but not limited to** with a legal or paralegal representative for non-employment related matters, or with a financial or other professional representative, if the supervisor was notified of the appointment as far in advance as possible.

NEW

- h. ~~to~~ **visit a terminally ill family member.**

ARTICLE 48 MARRIAGE LEAVE WITH PAY

Excluded Provisions

~~Sub-clauses 48.01(a) and 48.02(a) do not apply to bargaining unit employees classified as GL or GS.~~

Alternate Provisions

~~Sub-clauses 48.01(b) and 48.02(b) apply only to bargaining unit employees classified as GL or GS.~~

~~48.01~~

- ~~a. After the completion of one (1) year's continuous employment in the Public Service or the Canadian Food Inspection Agency, and providing an employee gives the Employer at least five (5) days' notice, the employee shall be granted up to thirty-seven decimal five (37.5) hours' marriage leave with pay for the purpose of getting married.~~
- ~~b. After the completion of one (1) year's continuous employment in the Public Service or the Canadian Food Inspection Agency, and providing an employee gives the Employer at least five (5) days' notice, the employee shall be granted up to forty (40) hours' marriage leave with pay for the purpose of getting married.~~

~~48.02~~

- ~~a. Where same-sex marriage is not available and after the completion of one (1) year's continuous employment in the Public Service or the Canadian Food Inspection Agency, and providing an employee gives the Employer at least five (5) days' notice and a sworn affidavit certifying to the spousal union, the employee shall be granted up to thirty-seven decimal five (37.5) hours' marriage leave with pay for the purpose of participating in a public commitment ceremony with a person of the same sex.~~
- ~~b. Where same-sex marriage is not available and after the completion of one (1) year's continuous employment in the Public Service or the Canadian Food Inspection Agency, and providing an employee gives the Employer at least five (5) days' notice and a sworn affidavit certifying to the spousal union, the employee shall be granted up to forty (40) hours' marriage leave with pay for the purpose of participating in a public commitment ceremony with a person of the same sex.~~

~~**48.03** An employee cannot be granted leave with pay in accordance with both 48.01 and 48.02 for a union with the same person.~~

~~48.04 For an employee with less than two (2) years of continuous employment, in the event of termination of employment for reasons other than death or lay-off within six (6) months after the granting of leave under 48.01 or 48.02 above, an amount equal to the amount paid the employee during the period of leave will be recovered by the Employer from any monies owed the employee.~~

NEW

48.01

- a. **Employees shall be credited a one-time entitlement of thirty-seven decimal five (37.5) or forty (40) hours for GL/GS group employees, of vacation leave with pay on the first (1st) day of the month following the employee's second (2nd) anniversary of service, as defined in paragraph 38.02(h).**

- b. **The vacation leave credits provided in paragraph 38.02(a, b and c) above shall be excluded from the application of clause 38.12 dealing with the carry-over and/or liquidation of vacation leave.**

ARTICLE 50 BEREAVEMENT LEAVE WITH PAY

As per coordinated issues

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

- a. **sister-in-law, brother-in-law;**
- b. **any relative for whom the employee has a duty of care, irrespective of whether they reside with the employee;**
- c. 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, 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 **five (5)** ~~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 **five (5)** ~~three (3)~~ 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) day's bereavement leave with pay for a purpose related to the death of his or her **aunt, uncle, niece or nephew** ~~brother-in-law or sister-in-law~~ and grandparents of spouse, **act as a pallbearer, or to perform spiritual or ceremonial rites at a memorial commemoration.**

NEW

50.04 An employee shall be entitled to bereavement leave under 50.02 when the person with whom they intend to have a child, or their surrogate suffer from a miscarriage. For the purpose of this article, “miscarriage” means a termination of pregnancy before the 20th week.

NEW

50.05 An employee is entitled to bereavement leave with pay in the event of the death of a family member in respect of whom the employee is, at the time of the death, on leave under 45.06. Such bereavement leave, as determined by the employee, may be taken during the period that begins on the day on which the death occurs and ends six weeks after the day on which the memorial commemorating the deceased person occurs. At the request of the employee, such bereavement leave with pay may be taken in a single period of fourteen (14) consecutive calendar days or may be taken in two (2) periods to a maximum of ten (10) working days.

[...]

ARTICLE 54 LEAVE WITH OR WITHOUT PAY FOR OTHER REASONS

54.02 Volunteer Leave

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

~~Sub-clause 54.02(b) applies only to bargaining unit employees classified as GL or GS.~~

- ~~a. Subject to operational requirements as determined by the Employer and with an advance notice of at least five (5) days, the employee shall be granted, in each fiscal year, seven decimal five (7.5) hours leave with pay to work as a volunteer for a charitable or community organization or activity, other than for activities related to the Government of Canada Workplace Charitable Campaign. For purposes of this clause, a day is equal to seven decimal five (7.5) hours.~~
- ~~b. Subject to operational requirements as determined by the Employer and with an advance notice of at least five (5) days, the employee shall be granted, in each fiscal year, eight (8) hours leave with pay to work as a volunteer for a charitable or community organization or activity, other than for activities related to the Government of Canada Workplace Charitable Campaign. For purposes of this clause, a day is equal to eight (8) hours.~~
- ~~c. The leave will be scheduled at a time convenient both to the employee and the Employer. Nevertheless, the Employer shall make every reasonable effort to grant the leave at such a time as the employee may request.~~

54.03 Personal Leave

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

ARTICLE 64
PAY ADMINISTRATION

RESERVE

ARTICLE 65 NATIONAL JOINT COUNCIL AGREEMENTS

As per Common Issues

- 65.01 Agreements concluded by the National Joint Council (NJC) of the Public Service on items which may be included in a Collective Agreement, and which the parties to this Agreement have endorsed after December 6, 1978 as amended from time to time will form part of this Collective Agreement, subject to the *Federal Public Sector Labour Relations Act* (FPSLRA) and any legislation by Parliament that has been or may be, as the case may be, established pursuant to any Act specified in Section 113 of the FPSLRA.
- 65.02 The NJC items which may be included in a collective agreement are those items which parties to the NJC Agreements have designated as such or upon which the Chairman of the Federal Public Sector Labour Relations and Employment Board has made a ruling pursuant to clause (c) of the NJC Memorandum of Understanding which became effective December 6, 1978 as amended from time to time.
- a. The following directives, as amended from time to time by National Joint Council recommendation and which have been approved by the Treasury Board of Canada, form part of this Collective Agreement:
- ~~○ Bilingualism Bonus Directive~~
 - Commuting Assistance Directive
 - First Aid to the General Public - Allowance for Employees
 - Foreign Service Directives
 - Isolated Posts and Government Housing Directive
 - NJC Relocation Directive
 - Occupational Health and Safety Directive
 - Public Service Health Care Plan Directive
 - Travel Directive
 - Uniforms Directive
- b. During the term of this collective agreement, other directives may be added to the above noted list.
- c. Grievances in regard to the above directives shall be filed in accordance with clause 17.23 of this collective agreement.

**ARTICLE 67
DURATION**

RESERVE

APPENDIX A
RATES OF PAY & PAY NOTES

RESERVE

APPENDIX B
EMPLOYMENT TRANSITION POLICY

RESERVE

APPENDIX D

**MEMORANDUM OF UNDERSTANDING BETWEEN THE CANADIAN
FOOD INSPECTION AGENCY AND THE PUBLIC SERVICE ALLIANCE
OF CANADA: RETENTION ALLOWANCE FOR COMPENSATION
ADVISORS**

RESERVE

APPENDIX E

**MEMORANDUM OF UNDERSTANDING BETWEEN THE CANADIAN
FOOD INSPECTION AGENCY (THE EMPLOYER) AND THE PUBLIC
SERVICE ALLIANCE OF CANADA – INCENTIVES FOR THE
RECRUITMENT AND RETENTION OF COMPENSATION ADVISORS**

RESERVE

APPENDIX I

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

As per Common Issues

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.~~

APPENDIX J

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

RESERVE

APPENDIX K

**MEMORANDUM OF UNDERSTANDING BETWEEN THE CANADIAN
FOOD INSPECTION AGENCY AND THE PUBLIC SERVICE ALLIANCE
OF CANADA WITH RESPECT TO IMPLEMENTATION OF THE
COLLECTIVE AGREEMENT**

As per Common Issues

Delete the current MOU and replace with:

All provisions of this agreement related to pay administration including salary rate changes, retroactive amounts payable and compensation increases (such as premiums, allowances, overtime rates, etc.) will be implemented on or before *[insert date]*.

Employees in the bargaining unit for whom the collective agreement is not fully implemented on or before *[insert date]* will be entitled to a lump-sum payment of one-hundred-dollar (\$100); these employees will be entitled to an additional one-hundred-dollar (\$100) for every subsequent complete period of ninety (90) days their collective agreement is not fully implemented. These amounts will be included in their final retroactive payment.

NEW ARTICLE PROTECTIONS AGAINST CONTRACTING OUT

As per Common Issues

NEW

XX.01 The Employer shall use existing employees or hire and train new employees before contracting out work described in the Bargaining Certificate and in the Group Definition.

XX.02 The Employer shall consult with the Alliance and share all information that demonstrates why a contracting out option is considered to be preferable. This consultation shall occur before a decision is made so that decisions are made on the best information available from all stakeholders.

XX.03 Shared information shall include but is not limited to information on contractors in the workplace, existing contracts, complaints resulting from the use of contractors, expected working conditions, complexity of tasks, security requirements and certifications, future resource and service requirements, skills inventories, knowledge transfer, position vacancies, workload, and potential risks and benefits to impacted employees, including health and safety, all employees affected by the initiative, and cost audits.

This consultation will include all information, including an analysis of costs through the lifetime of the proposed contract, additional costs that may be incurred (“costs plus versus fixed costs”), and risk analysis should the contractor fail to meet its contractual obligations in any respects. This risk analysis must make note of any plans to use public service workers should the contractor fail, and what contingencies are in place to ensure that adequately trained and certified workers are maintained in the public service and have access to appropriate tools.

XX.04 The Employer shall consult with the Alliance before:

- a. any steps are taken to contract out work currently performed by bargaining unit members; any steps are taken to contract out future work which could be performed by bargaining unit members whether for increased workload in existing services or for new services or programs; and**
- b. prior to issuing any Notice of Proposed Procurement, Request for Information, Request for Expression of Interest or Request for Proposal.**

XX.05 The Employer shall review its use of temporary staffing agency personnel on an annual basis and provide the Alliance with a comprehensive report on the uses of temporary staffing, no later than three (3) months after the review is completed. Such notification will include comparable Public Service classification level, tenure, location of employment and reason for employment.

The report will segment use of temporary help agency workers into the three acceptable uses for such:

- a. when a public servant is absent for a temporary period of time;**
- a. when there is a requirement for additional staff during a temporary workload increase, in which there is an insufficient number of public servants available to meet the requirement;**
- b. a position is vacant and staffing action is being completed.**

The Employer will inform the Alliance why it was not possible to use indeterminate, term or casual employees for this work, why employees were not hired from existing pools, and what the plan and timeline is for stopping the use of temporary help agency workers.

XX.06 The Employer shall include in the above all deliberations, considerations or plans to use public-private partnerships for the provision of public infrastructure and/or services.

The Union RESERVES the right to make further proposals on the remainder of this Article at a future date.

**NEW ARTICLE
REMOTE WORK**

RESERVE

NEW ARTICLE EQUITY IN THE WORKPLACE

As per Common Issues

NEW

XX.01 All employees and managers shall be provided mandatory instructor led, facilitated and interactive training utilizing educational materials that the Employer and PSAC have consulted and collaborated on. This mandatory training shall include, but is not limited to:

- A. diversity and inclusion**
- B. employment equity**
- C. unconscious bias**
- D. implementation of Call to Action #57 of the Truth and Reconciliation Commission**

The Union RESERVES the right to make proposals on the remainder of this Article at a future date.

NEW ARTICLE LEAVE FOR INDIGENOUS TRADITIONAL PRACTICE

As per Common Issues

NEW

XX.01 Every employee who is a self-identified Indigenous person and who has completed at least three consecutive months of continuous service shall be granted a paid leave of absence of up to five days in every calendar year, to engage in traditional Indigenous practices, including:

- a. hunting;**
- b. fishing;**
- c. harvesting; and**
- d. any practice prescribed by regulation under the Canada Labour Code.**

XX.02 The leave of absence may be taken in one or more periods.

XX.03 The scheduling of the leave shall be determined by the employee; leave shall not be unreasonably denied.

NEW ARTICLE INDIGENOUS LANGUAGE ALLOWANCE

Coordinated Issue – PA and EB

NEW

The union RESERVES the right to table further proposals under this article pending receipt of additional data from the Joint Committee on Indigenous Languages

Employees who use an Indigenous language in the workplace shall be paid an Indigenous Languages Allowance of \$1500 annually.

This allowance shall be increased by the applicable general economic increase in each year of the collective agreement.

NEW
MEMORANDUM OF UNDERSTANDING
BILINGUALISM ALLOWANCE AND LANGUAGE TRAINING

The PSAC reserves the right to table additional editorial/administrative changes to tidy up the wording.

As per Common Issues

DEFINITIONS

Acting assignment (Affectation intérimaire) - means a compensation mechanism for employees temporarily performing higher level duties. It occurs when an employee is required to substantially perform the duties of a higher position for at least the qualifying period stipulated by the collective agreement, or applicable terms and conditions directives.

Bilingualism allowance bonus (Prime au bilinguisme) - means a sum of money paid to eligible employees occupying bilingual positions.

Bilingual position (Poste bilingue) - means a position for which there is a clear requirement for the use of both official languages by the incumbent in the performance of the duties of the position. The identification of a position as bilingual is done in accordance with Treasury Board and Agency criteria.

Linguistic profile (Profil linguistique) - means a coded summary which represents the second language proficiency required for a bilingual position in each official language. In each of three language skills (reading, writing and oral interaction), a level of proficiency is indicated.

Other assignment (Autre affectation) - means a situation where an employee is required to substantially perform temporarily the duties of a position of the same pay level.

Second Language Evaluation (SLE) (Évaluation de langue seconde (ELS)) - means an examination administered and scored by the Public Service Commission (or the Agency), to establish a candidate's proficiency in his/her second language in a work-related context, in each of the three following skills: reading, writing and oral interaction. Note: In 1984, the SLE replaced the Language Knowledge Examination (LKE). Results on the LKE (or the Special Evaluation) which are still valid are recognized for the purpose of this article.

Special assignment (Affectation spéciale) - means an assignment usually longer than one year (such as CAP or long-term detachments), for which there is usually a specific agreement between management and the employee stipulating that, at the end of the assignment(s) the employee will not return to perform his/her former duties.

Written notice (Avis écrit) - means a written notice sent by a manager to an employee informing him/her of a test failure or of the re-identification or raised profile of his/her position.

1.1 Eligibility

1.1.1 An employee is eligible for the bilingualism **allowance** bonus from the date on which the Agency certifies that the following conditions are being met:

- a. the employee occupies a position which has been identified bilingual; and
- b. the employee has Second Language Evaluation (SLE) results confirming that he/she meets the language requirements of his/her position (or in the case of professional requirements - code "P", the employee meets that code at the time of staffing of the position).

1.1.2 The bilingualism **allowance** bonus shall not be payable to the following:

- ~~a. employees in the Translation Group, unless their positions are identified bilingual for reasons other than translation;~~
- ~~b. (employees who continue to receive the frozen ST bilingual differential, under conditions specified in section 1.7 of this directive;~~
- ~~c. employees who are classified in the Executive Group of the Management Category. However, all EX equivalents are eligible for the bonus, provided that they meet the eligibility conditions (for equivalences, see Personnel Management Manual (PMM), Volume 2, Chapter 2-2, Appendix A, Amendment 86-3);~~
- ~~d. persons appointed by Governor in Council;~~
- ~~e. persons locally engaged outside Canada;~~
- a. employees ordinarily working one-third or less of the normal working hours for the same group and category;
- b. persons employed on a temporary basis for three months or less; and
- c. persons under professional or personal service contracts.

1.2 Failures – Responsibilities

1.2.1 If the results of an SLE show that an employee does not meet the linguistic requirements of his/her position, the Agency will provide written notice that he/she will cease to receive the **allowance** bonus two months after the date of written notice. The written notice shall be given within 10 working days from the date of the decision. Negative test results create responsibilities on the part of managers and employees.

Agency

- 1.2.2 As a first step, it is incumbent on the Agency to review the linguistic identification of the position in terms of the real requirements of the position, and the bilingual capacity of the work unit.
- 1.2.3 The Agency will re-identify the position as unilingual if the requirements can be effectively absorbed by the work unit.
- 1.2.4 If the position must remain bilingual, it is incumbent upon the Agency to provide the bilingual services by other means.

Employees

- 1.2.5 The employee who did not succeed in establishing that he/she still meets the language requirements of his/her position may remain in his/her position.
- 1.2.6 The employee may seek a review of SLE testing results in accordance with the Public Service Commission administrative recourse mechanisms.
- 1.2.7 The employee whose position remains bilingual may become re-eligible for the **allowance** ~~bonus~~ and may have recourse to language training at public expense according to the terms set out in section 1.10 of the directive.

1.3 Other allowance ~~bonus~~ situations

- 1.3.1 If the language profile of a bilingual position is raised:
 - a. payment of the **allowance** ~~bonus~~ continues if the employee meets the higher linguistic profile;
 - b. if the employee does not meet the new linguistic profile of the position, payment of the **allowance** ~~bonus~~ ceases two months after the written notice;
 - c. language training would be available in accordance with the directive in force.
- 1.3.2 An employee must be notified within ten (10) working days of a management decision:
 - to raise the proficiency profile of a bilingual position occupied by the employee, where the incumbent is in receipt of the **allowance** ~~bonus~~; or - to re-identify a position from bilingual to unilingual where the incumbent is in receipt of the **allowance** ~~bonus~~.

- 1.3.3 When a bilingual position is re-identified as unilingual, payment of the **allowance bonus** ceases two months after the employee is notified, or two months after the position is re-identified, whichever comes later.

1.4 Assignments

- 1.4.1 An employee who receives the **allowance bonus** and who is temporarily assigned to another bilingual position shall continue to receive the **allowance bonus**, regardless of the linguistic profile of the new position (or functions). However, the **allowance bonus** ceases in the case of acting assignments in the executive group (EX) of the management category with the exception of EX equivalents.
- 1.4.2 An employee who receives the **allowance bonus** and who is temporarily assigned to a unilingual position shall continue to receive the **allowance bonus** only if the basic monthly salary of the new position is less than, or equal to, the basic monthly salary of the regular position plus the **allowance bonus**.
- 1.4.3 Employees on special assignment will receive the **allowance bonus** if they meet the language requirements of the bilingual position (or functions) to which they are assigned.
- 1.4.4 Employees on Interchange Canada Program assignments to organizations outside the Agency will continue to receive the bilingualism **allowance bonus** if they have been in receipt of the bilingualism **allowance bonus** immediately prior to beginning the assignment, and if a senior official of the host organization specifies in writing that the assignees are required to use both official languages on an on-going basis during the assignments.
- 1.4.5 An employee receiving the **allowance bonus** who is required to perform temporarily most of the duties of a position that has the same pay level continues to receive the **allowance bonus**, regardless of the linguistic identification and profile of the position.

1.5 Leave

- 1.5.1 An employee is entitled to the **allowance bonus** applicable to his/her substantive position when on paid leave but not when he/she is on educational or sabbatical leave.

1.6 Term employees

- 1.6.1 An individual appointed to a bilingual position for a specified term exceeding three months, shall receive the bilingualism **allowance bonus** from the date of appointment.

- 1.6.2 An individual appointed to a bilingual position for a term of three months or less is not entitled to the **allowance** ~~bonus~~.
- 1.6.3 An individual appointed to a bilingual position for a term of three months or less who remains in a bilingual position beyond the three-month period, shall receive the **allowance** ~~bonus~~ for the period in excess of three months.
- 1.6.4 An employee who receives the **allowance** ~~bonus~~ and who is appointed, without a break in service, to another bilingual term position continues to receive the **allowance** ~~bonus~~ regardless of the duration of the term position.

1.7 ST differential

- 1.7.1 The Treasury Board directive relative to the payment of the seven per cent differential to the Secretariat, Stenographic and Typing Group was rescinded October 15, 1977, and the seven per cent differential was frozen on that date. As long as they occupy the same bilingual positions in the ST group and meet the eligibility criteria described in section 1.1, members of that group who received the seven per cent differential before October 15, 1977, continue to be entitled to it or to the **allowance** ~~bonus~~, whichever is greater.

1.8 Payment

- 1.8.1 The bilingualism **allowance** ~~bonus~~ consists of an annual payment of ~~\$800~~ **\$1500**, calculated on a monthly basis and paid on the same basis as regular pay.
- 1.8.2 An eligible employee shall be entitled to receive the bilingualism **allowance** ~~bonus~~ for the full month for any month in which the employee receives a minimum of ten (10) days' pay in a position(s) to which the bilingualism **allowance** ~~bonus~~ applies.
- 1.8.3 Part-time employees who work more than one-third of the normal period are paid the **allowance** ~~bonus~~ on a pro rata basis to be calculated in reference to the normal hours these employees are expected to work.

1.9 Pay considerations

- 1.9.1 The bilingualism **allowance** ~~bonus~~ is considered part of an employee's salary only in respect of the following:

- a. Public Service Superannuation Act
- b. Public Service Disability Insurance Plan
- c. Canada Pension Plan
- d. Quebec Pension Plan
- e. ~~Un~~Employment Insurance

- f. Government Employees' Compensation Act
- g. Flying Accidents Compensation Regulations
- h. Supplementary Retirement Benefit Act
- i. Supplementary Death Benefit
- j. Long-Term Disability Insurance
- k. Public Service Management Insurance Plan
- l. Quebec Health Insurance Plan
- m. Federal and Provincial Income Taxes.
- n. Québec Parental Insurance Plan**

1.9.2 The bilingualism **allowance** ~~bonus~~ is not considered part of an employee's salary nor is it used to compute an employee's salary entitlements for the following:

- a. Transfer
- b. Promotion
- c. Overtime Calculation
- d. Severance Pay
- e. Pay in Lieu of Unfulfilled Surplus Period
- f. Demotion
- g. Payment of unused vacation leave on layoff, resignation or retirement.

1.10 Reinstatement of the allowance ~~bonus~~

1.10.1 An employee who has ceased to receive the bilingualism **allowance** ~~bonus~~ whose position remains bilingual could become eligible again. ~~Such eligibility would require a personal commitment as well as sustained individual efforts on the part of the employee. In addition, a special measure as described in 1.11.2 will be taken by the employer in order to support the employee's commitment and efforts.~~ **Upon request from the employee, language training as described in 1.11.2 will be approved by the employer in order to support the employee's commitment and efforts.**

~~1.10.2 Rotational foreign service officers and other employees, while on posting abroad are excluded from these measures of reinstatement.~~

1.11 Reinstatement procedures

- 1.11.1 It is incumbent on the employee, ~~subject to the approval of the manager,~~ to determine the most appropriate way to regain ~~his/her~~ **their** knowledge of the second language.
- 1.11.2 Access to language training during working hours will be authorized up to a maximum of **two-hundred (200)** hours for an employee already trained at government expense for a similar level. These hours of language training will not be calculated against the maximum number of hours allotted during an employee's career. However, this special measure can only apply once during the career of an employee for the same linguistic profile.
- 1.11.3 Initiatives will have to be taken by the employee who remains in the same position to use his/her knowledge of the second language in the workplace, and the employee will not be allowed to take the SLE again for the purpose of receiving the **allowance bonus** before one year following the date of the unsuccessful test.
- 1.11.4 In cases where an employee takes an SLE for a purpose other than the **allowance bonus** (for example, staffing) and whose test results confirm that he/she meets the language requirements of his/her substantive position, the **allowance bonus** will be reinstated effective from the date of test confirmation.

1.12 Language training

1.12.1 In addition to reinstatement procedures language training will be considered for:

- i. **employees appointed to an indeterminate or determinate position who do not meet the language requirements of their positions on appointment;**
- ii. **incumbents of unilingual positions that have been reidentified bilingual;**
- iii. **incumbents of bilingual positions for which the language profile has been raised;**
- iv. **employees identified as needing to develop or improve a second language for succession planning purposes;**
- v. **employees with aspirations to develop or improve a second language.**

1.12.2 An employee eligible under clause 1.12.1 may request language training. A request for language training will be considered on a case-by-case basis and a decision shall be provided in writing within one (1) month of the request. In any case when reviewing a request under 1.12.1 the employer shall take into consideration diversity and staffing opportunities for equity-seeking groups. Approval shall not be unreasonably denied.

1.12.3 In the case of an employee with aspirations to develop or improve a second language the employee must attest to a capacity to attain the level of proficiency required.

1.13 Training duration and scheduling

1.13.1 Language training is to take place during normal hours of work. As such the Employer is expected to take appropriate measures to facilitate employee access to such training.

1.13.2 The number of hours of language training that shall be authorized for a candidate to reach a specific language proficiency level shall be determined according to the employer language training policy in effect at the time the collective agreement is signed.

1.13.3 The employee may request an extension if it has been demonstrated near the end of the training period that such an extension would enable the employee to successfully reach the target proficiency level.

1.13.4 Notwithstanding clause 1.13.1 language training in support of 1.12.1(v) can be taken fully or partially outside of normal hours of work if agreed to by the employee.

NEW SOCIAL JUSTICE FUND

As per Common Issues

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 National Office. Contributions to the Fund are to be utilized strictly for the purposes specified in the Letter Patent of the PSAC Social Justice Fund.

NEW ARTICLE LEAVE WITH INCOME AVERAGING

19.23 Leave With Income Averaging:

Upon an employee's request and with the concurrence of the Employer, employees shall be entitled to reduce the number of weeks they work in any twelve (12) month period by taking leave without pay for a minimum of ~~five (5)~~ **two (2)** weeks to a maximum of three (3) months, with income averaged over the full twelve (12) month period. Pension and other benefits will be calculated as if the employee was on paid leave.

The Union reserves the right to table demands concerning Leave with Income Averaging.

**APPENDIX G
MEMORANDUM OF UNDERSTANDING
ARTICLE 60: WASH-UP TIME**

RESERVE

Pending an update on the work of the committee.

**NEW ARTICLE
MEAT HYGIENE ALLOWANCE**

RESERVE

**NEW ARTICLE
INSPECTOR PREMIUM**

RESERVE

**NEW MOU / ARTICLE
JOINT LEARNING PROGRAM (JLP)**

RESERVE