

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE CANADIAN FOOD INSPECTION AGENCY
(Employer)

AND

THE AGRICULTURE UNION, PSAC

This Memorandum of Understanding (MOU) concerns the potential filing of grievances related to the application of the Employment Transition Appendix following the March 2012 federal budget impacts. The purpose of this MOU is to expedite the existing grievance process without adversely affecting the positions advanced by the grievors in their grievances.

The parties agree to the following terms and conditions:

1. This MOU is made without prejudice to any position the parties may adopt in any other case and does not constitute a precedent or permanently change the grievance consultation process or any provisions of the collective agreement between the parties.
2. This MOU is not considered to be recognition of any responsibility or liability on the part of the parties or their representatives in respect of any claims that have or may be advanced in the grievance process or otherwise.
3. This MOU applies to the grievances that may flow from the March 2012 federal budget impacts.
4. The grievance process shall be expedited insofar as all grievances shall be presented at the Final Level only. For greater clarity, the presentation of any grievance transmittal forms shall not be required.

The Employer agrees:

5. To establish an Employment Transition Grievance Committee (Committee) that will hear and decide non-complex grievances forwarded by the Agriculture Union, PSAC. The Agriculture Union, PSAC agrees to refer only non-complex grievances to the Committee. The Committee will consist of senior management representatives who are knowledgeable of the Employment Transition Appendix and associated policies; and the decisions taken by CFIA with respect to March 2012 federal budget impacts. Complex grievances shall be scheduled with the delegated authority to hear final level grievances.
6. The President or the President's authorized representative will delegate authority to the Committee to hear and respond to non-complex grievances at the Final Level of the grievance process. The Committee's reply shall be signed by the delegated authority to hear final level grievances. The Committee may refer non-complex grievances to the existing delegated authority if the Committee determines it is unable to render a decision. The Committee and Agriculture Union, PSAC will make every reasonable effort to resolve grievances where possible.
7. To convene the Committee for grievance hearings in a periodic and as required manner.
8. To keep the existing delegated authority to hear final level grievances for cases where the Agriculture Union, PSAC or the Committee determine that the issue needs to be heard by the delegated authority.

The Agriculture Union, PSAC agrees:

9. To provide the Employer with relevant background information in the form of an attachment prior to the grievance consultations. Such background information will be used to determine if the Committee will hear the grievance or whether it will refer the grievance to the existing final level delegated authority.
10. To present and consult on a series of grievances to the Committee in a grievance consultation that will normally be a maximum of two and one half (2(.5) hours in duration.

The parties agree:

11. To exchange relevant information between the employer and the Agriculture Union, PSAC prior to the grievance consultation.
12. Time frames for grievance responses will be negotiated between the parties at the end of grievance hearings and will be subject to the volume of grievances presented.
13. This MOU does not preclude the Agriculture Union, PSAC from advancing a grievance and/or referring a grievance to adjudication within the timeframes outlined in the collective agreement.
14. Timelines on grievances associated with DRAP will be waived.
15. This MOU will be in effect for a period of one (1) year from the date of signing with an option to renew if agreed to by the parties.

The parties certify that they have read and understand the terms and conditions of this MOU and have had an opportunity to receive independent advice.

Signed at Ottawa, ON this 14th day of June, 2012.



Gérard Étienne
Vice President, Human Resources
The Canadian Food Inspection Agency



Bob Kingston
National President
Agriculture Union, PSAC