



Canadian Food
Inspection Agency

Agence canadienne
d'inspection des aliments

Employer Proposals

For the

Public Service Alliance of Canada (PSAC) Group

Collective Agreement

Canadian Food Inspection Agency (CFIA)

September 29, 2015

MANAGEMENT BARGAINING TEAM

Brenda Dagenais
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Barbara Doan – Director

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INTRODUCTION

This document sets out the Employer's initial proposals for the negotiation of a renewal Collective Agreement for that expiring December 31, 2014 covering employees who are members of the Public Service Alliance of Canada (PSAC) bargaining unit. **These proposals are tabled on a without prejudice basis, and may be amended, revised, added to, or withdrawn as the Employer may deem appropriate during the course of negotiations.**

One of the Employer's key objectives this round is the implementation of Agency Transformation, including the realignment of our Collective Agreements to respond to significant organizational restructuring that has taken place and critical operational needs in order to fully implement the Agency's change agenda and contribute to a mobile, flexible, healthier and more productive workforce.

The Employer will also table proposals advancing the Government of Canada's human resources modernization agenda by implementing a new disability and sick leave management system, providing salary increases consistent with those offered elsewhere in the Public Service, and improving operational efficiencies and setting a realistic duration of the Collective Agreement in order to provide financial predictability. Such an approach will be fair for both our employees and taxpayers.

The Employer reserves the right to modify, withdraw or propose new language at any given time in the course of these negotiations. The Employer has also indicated in these proposals that it wishes to enter into discussions with the Bargaining Agent on certain topics. Following these discussions, the Employer reserves the right to prepare and submit further proposals and counter-proposals as it may deem necessary and appropriate.

The Employer has noted a number of errors and discrepancies between the English and French versions of the Collective Agreements and reserves the right to submit proposals during the course of negotiations to make the needed modifications, along with certain housekeeping proposals.

Unless otherwise indicated, the proposals apply to the collective agreement now in existence and have been formulated by references to the articles of the current collective agreement.

In addition, the Employer proposes that articles of the agreement which are not ultimately dealt with as proposals by the Parties shall be renewed with appropriate editorial changes to ensure compatibility with other articles as finally agreed.

NOTE: Proposed changes are highlighted in ***bold italic text*** and signify changes to the existing Collective Agreement. Where deletions are proposed, the words are identified by a ~~strikethrough~~ of existing text.

OBJECTIVES

The Employer's objectives in negotiation of this new Collective Agreement will focus on:

- 1 - Enhancing the Employer's ability to deliver on the mandate of the Agency effectively and efficiently in a mounting cost conscious environment.
- 2 – Ensuring that the terms and conditions of employment allow for modernization and the full implementation of Agency Transformation.
- 3 - Ensuring that the terms and conditions of employment are sufficiently flexible to allow the Employer and the employees to adapt to changing conditions.
- 4 - Ensuring consistency within the Agency's collective agreements as well as clarifying, consolidating and standardizing language where appropriate; and
- 5 - Reviewing and amending, as necessary, the Collective Agreement in relation to recent legislative changes, or any other required administrative changes in terminology.

SUMMARY OF EMPLOYER’S INITIAL PROPOSALS

ADMINISTRATIVE CHANGES TO VARIOUS REFERENCES TO THE WORD “CASH”

- ARTICLE 2 - INTERPRETATIONS AND DEFINITIONS
- ARTICLE 3 - APPLICATION
- ARTICLE 8 - RECOGNITION
- ARTICLE 9 - INFORMATION
- ARTICLE 10 - ***UNION DUES*** ~~CHECK-OFF~~
- ARTICLE 11 - USE OF EMPLOYER FACILITIES
- ARTICLE 13 - LEAVE WITH OR WITHOUT PAY FOR UNION BUSINESS
- ARTICLE 16 - DISCIPLINE
- ARTICLE 24 - HOURS OF WORK
- ARTICLE 26 - SHIFT PREMIUMS
- ARTICLE 27 - OVERTIME
- ARTICLE 28 - CALL-BACK PAY
- ARTICLE 29 - STANDBY
- ARTICLE 30 - REPORTING PAY
- ARTICLE 31 - DESIGNATED PAID HOLIDAYS
- ARTICLE 33 - TRAVELLING TIME
- ARTICLE 34 - COMPENSATORY LEAVE WITH PAY
- ARTICLE 37 - LEAVE - GENERAL

SUMMARY OF EMPLOYER’S INITIAL PROPOSALS - cont.

- ARTICLE 38 - VACATION LEAVE WITH PAY
- ARTICLE 39 - SICK LEAVE WITH PAY
- ARTICLE 45 - LEAVE WITHOUT PAY FOR THE CARE OF FAMILY
- ARTICLE 51 - COURT LEAVE
- ARTICLE 54 - LEAVE WITH OR WITHOUT PAY FOR OTHER REASONS
- ARTICLE 56 - STATEMENT OF DUTIES
- ARTICLE 61 - PART-TIME EMPLOYEES
- ARTICLE 62 - SEVERANCE PAY
- ARTICLE 63 - PAY ADMINISTRATION
- ARTICLE 64 - NATIONAL JOINT COUNCIL AGREEMENTS
- ARTICLE 66 - DURATION
- APPENDIX A - RATES OF PAY AND PAY NOTES
- APPENDIX B - EMPLOYMENT TRANSITION POLICY
- APPENDIX E - MOU – RETENTION ALLOWANCE FOR AS 02
COMPENSATION ADVISORS
- MOU - HOURS OF WORK
- MOU - WASH-UP TIME

Administrative changes to various references to the word “cash”

**ARTICLE 2
INTERPRETATIONS AND DEFINITIONS**

- A2.01 (d) "compensatory leave" means leave with pay in lieu of **cash** payment for overtime, travelling time compensated at an overtime rate, call-back, reporting pay and standby. The duration of such leave will be equal to the time compensated or the minimum time entitlement multiplied by the applicable overtime rate. The rate of pay to which an employee is entitled during such leave shall be based on the employee's hourly rate of pay as calculated from the classification prescribed in the employee's certificate of appointment on the day immediately prior to the day on which leave is taken; (congé compensatoire)

**ARTICLE 10
~~UNION DUES CHECK-OFF~~**

- 10.06** The amounts deducted in accordance with clause 10.01 shall be remitted to the Comptroller of the Union **by cheque** within a reasonable period of time after deductions are made and shall be accompanied by particulars identifying each employee and the deductions made on the Employee's behalf.

**ARTICLE 24
HOURS OF WORK**

Excluded Provisions

Clauses 24.04, 24.05 and 24.06 do not apply to bargaining unit employees classified as GL or GS.

Alternate Provisions

Clauses GL/GS 24.04, GL/GS 24.05, and GL/GS 24.06 apply only to bargaining unit employees classified as GL or GS.

- 24.04** (b) For employees who are governed by sub-clause 24.04(a) and who perform meat inspection duties, the Employer will make every reasonable effort to:
- (iv) when the scheduled hours of work are changed by the Employer after the mid-point of the employee's previous work day or after the beginning of the employee's previous day meal break, whichever is earlier, the employee is entitled to a **cash**-premium payment of twenty dollars (\$20.00) in addition to regular daily pay;

Administrative changes to various references to the word “cash” (Cont.)

**ARTICLE 24
HOURS OF WORK (cont.)**

- (v) when the scheduled meal break is changed by the Employer by more than one-half an hour (0.5) after the mid-point of the employee’s previous work day or after the beginning of the employee’s previous day meal break, whichever is earlier, the employee is entitled to a ~~cash~~ premium payment of twenty dollars (\$20.00) in addition to regular daily pay.
- (vi) total ~~cash~~ premium payment under paragraphs 24.04(b)(iv) and 24.04(b)(v) shall not be more than twenty dollars (\$20.00) per work day.

24.05 For employees who work on a rotating or irregular basis:

- (c) When the scheduled hours of work are changed by the Employer after the mid-point of the employee’s previous work day or after the beginning of the employee’s previous day meal break, whichever is earlier, the employee is entitled to a ~~cash~~ premium payment of twenty dollars (\$20.00) in addition to regular daily pay;
- (d) When the scheduled meal break is changed by the Employer by more than one-half hour (0.5) after the mid-point of the employee’s previous work day or after the beginning of the employee’s previous day meal break, whichever is earlier, the employee is entitled to a ~~cash~~ premium payment of twenty dollars (\$20.00) in addition to regular daily pay;
- (e) Total ~~cash~~ premium payment under sub-clauses 24.05(c) and 24.05(d) shall not be more than twenty dollars (\$20.00) per work day.

**ARTICLE 27
OVERTIME**

27.02 The Employer shall endeavour to make ~~cash~~ a payment for overtime by the fourth (4th) week after which the employee submits the request for payment;

**ARTICLE 28
CALL-BACK PAY**

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

Administrative changes to various references to the word “cash” (Cont.)

**ARTICLE 29
STANDBY**

29.04 (c) the Employer shall endeavour to make ~~cash~~ **a** payment for **standby compensation** ~~overtime~~ by the fourth (4th) week after which the employee submits the request for payment.

**ARTICLE 30
REPORTING PAY**

30.05 The Employer shall endeavour to make ~~cash~~ **a** payment for ~~overtime~~ **reporting pay compensation** by the fourth (4th) week after which the employee submits the request for payment;

**ARTICLE 38
VACATION LEAVE WITH PAY**

38.14 During any vacation year, upon application by the employee and at the discretion of the Employer, earned but unused vacation leave credits in excess of one hundred and twelve decimal five (112.5) hours, or one hundred and twenty (120) hours where the standard work week is forty (40) hours per week, may be paid ~~in-cash~~ at the employee's hourly rate of pay as calculated from the classification prescribed in the employee's certificate of appointment of the employee's substantive position on March 31st of the previous vacation year.

**ARTICLE 63
PAY ADMINISTRATION**

~~**63.08** When the regular pay day for an employee falls on his or her day of rest, every effort shall be made to issue his or her cheque on his or her last working day, provided it is available at his or her regular place of work.~~

Administrative changes to various references to the word “cash” (Cont.)

**APPENDIX B
EMPLOYMENT TRANSITION POLICY**

Education Allowance (*indemnité d'étude*) - is one of the options provided to an indeterminate employee affected by a normal employment transition situation for whom the President cannot guarantee a reasonable job offer. The Education Allowance is a **cash lump sum payment**, equivalent to the Transitional Support Measure (see Annex A), plus a reimbursement of tuition from a recognized learning institution, book and mandatory equipment costs, up to a maximum of ten thousand dollars (\$10,000.00).

Transition Support Measure (*mesure de soutien à la transition*) - is one of three options provided to an opting employee for whom the President cannot guarantee a reasonable job offer. The Transition Support Measure is a **cash lump sum payment** based on the opting employee's years of service in the Agency, as per Annex "A". Years of service is the combined years of service in the Public Service immediately prior to appointment to the Agency plus years of service with the Agency.

6.3 Options

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

- (b) Transition Support Measure (TSM) is a **cash lump sum payment** based on the employee's combined years of service with the Agency (see Annex A) made to an opting employee. Years of service is the combined years of service in the Public Service immediately prior to appointment to the Agency plus years of service with the Agency. Employees choosing this Option must resign but will be considered to be laid-off for purposes of severance pay.

**ARTICLE 2
INTERPRETATIONS AND DEFINITIONS**

- A2.01 (e) "continuous employment" has the same meaning as specified in the existing Terms and Conditions of Employment Policy ~~on the date of signing of this Agreement~~; (emploi continu)

CONFIDENTIAL – NEGOTIATIONS CONFIDENCE

**ARTICLE 3
APPLICATION**

NEW

3.03 *In this Agreement, words importing the masculine gender shall include the feminine gender.*

**ARTICLE 8
RECOGNITION**

- 8.01** The Employer recognizes the Union as the exclusive bargaining agent for all employees of the Employer described in the certificate issued by the former Public Service Staff Relations Board on October 27, 1997 and subsequently amended by said Board on April 20, 1999 and December 22, 1999 ***covering employees of the Public Service Alliance of Canada (PSAC) Bargaining Unit.***

**ARTICLE 9
INFORMATION**

9.02 The Employer agrees to **provide** ~~supply~~ each employee with ~~a~~ **access to an electronic** copy of this Agreement and **any amendments thereto** ~~will endeavour to do so within one (1) month after receipt from the printer.~~

ARTICLE 10
~~UNION DUES CHECK-OFF~~

10.04 An employee who satisfies the Union to the extent that he or she declares in an affidavit that he or she is a member of a religious organization whose doctrine prevents him or her as a matter of conscience from making financial contributions to an employee organization and that he or she will make contributions to a charitable organization registered pursuant to the *Income Tax Act*, equal to dues, shall not be subject to this Article, ~~provided that the affidavit submitted by the employee is countersigned by an official representative of the religious organization involved.~~ The Union will inform the Employer accordingly.

10.07 ~~The Employer agrees to continue the past practice of making deductions for other purposes on the basis of the production of appropriate documentation.~~

Renumber accordingly

**ARTICLE 11
USE OF EMPLOYER FACILITIES**

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.~~

**ARTICLE 13
LEAVE WITH OR WITHOUT PAY FOR UNION BUSINESS**

Complaints made to the Public Service Labour Relations and Employment Board Pursuant to Section 190(1) of the *Public Service Labour Relations Act*

13.01 When operational requirements permit *in cases of complaints made to the Public Service Labour Relations and Employment Board pursuant to section 190(1) of the PSLRA alleging a breach of sections 157, 186(1)(a), 186(1)(b), 186(2)(a)(i), 186(2)(b), 187, 188(a) or 189(1) of the PSLRA*, the Employer will grant leave with pay:

(a) to an employee who makes a complaint on his or her own behalf, before the Public Service Labour Relations and Employment Board;

and

(b) to an employee who acts on behalf of an employee making a complaint, or who acts on behalf of the Union making a complaint.

The Employer also proposes to update any other references in the Collective Agreement to the former “Public Service Labour Relations Board” to read the “Public Service Labour Relations *and Employment* Board”.

**ARTICLE 16
DISCIPLINE**

- 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. ***This period will automatically be extended by the length of any period of leave without pay.***

CONFIDENTIAL – NEGOTIATIONS CONFIDENCE

**ARTICLE 24
HOURS OF WORK**

The Employer wishes to discuss hours of work.

**ARTICLE 26
SHIFT PREMIUMS**

The Employer wishes to discuss shift premiums.

**ARTICLE 27
OVERTIME**

The Employer wishes to discuss overtime.

**ARTICLE 28
CALL-BACK PAY**

The Employer wishes to discuss call-back pay.

**ARTICLE 29
STANDBY**

The Employer wishes to discuss standby.

**ARTICLE 30
REPORTING PAY**

The Employer wishes to discuss reporting pay.

**ARTICLE 31
DESIGNATED PAID HOLIDAYS**

The Employer wishes to discuss designated paid holidays.

**ARTICLE 33
TRAVELLING TIME**

The Employer wishes to discuss travelling time.

**ARTICLE 34
COMPENSATORY LEAVE WITH PAY**

The Employer wishes to discuss the time period to cash out compensatory leave.

- 34.01** Upon request of an employee and at the discretion of the Employer ***or at the request of the Employer and with the concurrence of the employee***, compensation earned under Articles 27 - Overtime, 28 - Call-back, 29 - Standby, 30 – Reporting Pay, and travelling time compensated at an overtime rate under Article 33 - Travelling Time may be taken in the form of compensatory leave which will be calculated at the premium rate laid down in the applicable Article.
- 34.03** Compensatory leave earned in a fiscal year and outstanding as of September 30th of the following fiscal year shall be paid ~~in cash~~ at the employee's hourly rate of pay as calculated from the classification prescribed in the certificate of appointment to his or her substantive position at the end of the fiscal year in question. ~~The Employer will endeavour to make such payment by the fourth (4th) week of the commencement of the first pay period after September 30th.~~
- 34.04** At the request of the employee and with the approval of the Employer ***or at the request of the Employer and with the concurrence of the employee***, accumulated compensatory leave may be paid out, in whole or in part, ***once per fiscal year***, at the employee's hourly rate of pay as calculated from the classification prescribed in the certificate of appointment of his or her substantive position at the time of the request.
- 34.06** ***When a payment is being made as a result of the application of this Article, the Employer will endeavour to make such payment within six (6) weeks following the end of the pay period in which the employee requests payment, or, if the payment is required to liquidate compensatory leave unused at the end of the fiscal year, the Employer will endeavour to make such a payment within six (6) weeks of the commencement of the first pay period after September 30th.***

**ARTICLE 37
LEAVE – GENERAL**

Excluded Provision

*

~~Sub-clause 37.01(a) does not apply to bargaining unit employees classified as GL or GS.~~

Alternate Provision

*

~~Sub-clause 37.01(b) applies only to bargaining unit employees classified as GL or GS.~~

- 37.01** (a) ~~When an employee becomes subject to this Agreement, his or her earned daily leave credits shall be converted into hours. When an employee ceases to be subject to this Agreement, his or her earned hourly leave credits shall be reconverted into days, with one (1) day being equal to seven decimal five (7.5) hours.~~
- (b) ~~When an employee becomes subject to this Agreement, his or her earned daily leave credits shall be converted into hours. When an employee ceases to be subject to this Agreement, his or her earned hourly leave credits shall be reconverted into days, with one (1) day being equal to eight (8) hours.~~
- (a)
- (e) When leave is granted, it will be granted on an hourly basis and the number of hours debited for each day of leave being equal to the number of hours of work scheduled for the employee for the day in question.
- (b)
- (d) Notwithstanding the above, in Article 50 (Bereavement Leave with Pay) a “day” will mean a calendar day.
- 37.03** ~~An employee is entitled, once in each fiscal year, to be informed upon request, of the balance of his or her vacation and sick leave credits.~~

**ARTICLE 38
VACATION LEAVE WITH PAY**

Excluded Provision

Sub-clauses 38.02(a), 38.13(a), and 38.13(b), and 38.17 (a) and (b) do not apply to bargaining unit employees classified as GL or GS.

Alternate Provision

Sub-clauses 38.02(b), 38.13(c), and 38.13(d), and 38.17 (c) and (d) apply only to bargaining unit employees classified as GL or GS.

Entitlement to Vacation Leave With Pay

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

Scheduling of Vacation Leave With Pay

38.04 (a) *Employees are expected to use all of their vacation leave during the vacation year in which it is earned.*

(b) *In order to maintain operational requirements, the Employer reserves the right to schedule an employee's vacation leave but shall make every reasonable effort:*

- (i) *to provide an employee's vacation leave in an amount and at such time as the employee may request;***
- (ii) *not to recall an employee to duty after the employee has proceeded on vacation leave.***

**ARTICLE 38
VACATION LEAVE WITH PAY (cont.)**

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

- ~~(a) to grant the employee his or her vacation leave during the fiscal year in which it is earned, if so requested by the employee not later than June 1;~~
- ~~(b) to comply with any request made by an employee before January 31 that the employee be permitted to use in the following fiscal year any period of vacation leave of thirty (30) hours, or thirty-two (32) hours where the standard work week is forty (40) hours, or more earned by the employee in the current year;~~
- ~~(c) to ensure that approval of an employee's request for vacation leave is not unreasonably denied;~~
- ~~(d) to schedule vacation leave on an equitable basis and when there is no conflict with the interests of the Employer or the other employees, according to the wishes of the employee.~~
- (e)(c)** employees in each work group shall be encouraged to co-operatively establish an agreed-upon vacation schedule that meets their needs and the operational requirements determined by the Employer;
- (f)(d)** when a vacation schedule cannot be agreed upon or does not meet operational requirements, years of service as defined in Article 38.02(c) shall be used as the determining factor in deciding which requests shall be granted by the Employer.

38.05 The Employer shall give an employee as much notice as is practicable and reasonable of approval, denial or cancellation of a request for vacation leave. In the case of denial, alteration or cancellation of such leave, the Employer shall give the ~~written~~ reason **therefore in writing**, upon written request from the employee.

**ARTICLE 38
VACATION LEAVE WITH PAY (cont.)**

38.09 When an employee dies or otherwise ceases to be employed, the employee or the employee's estate shall be paid an amount equal to the product obtained by multiplying the number of hours of earned but unused vacation leave with pay to the employee's credit by the hourly rate of pay as calculated from the classification prescribed in the employee's certificate of appointment **of his or her substantive position** on the date of the termination of the employee's employment, except that the Employer shall grant the employee any vacation leave earned but not used by the employee before the employment is terminated by lay-off if the employee so requests because of a requirement to meet minimum continuous employment requirements for severance pay.

Advance Payments

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

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

Carry-Over and/or Liquidation of Vacation Leave

38.13 (a) Where in any vacation year, an employee has not 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 **twenty-five (225)** ~~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 **twenty-five (225)** ~~sixty-two decimal five (262.5)~~ hours shall be automatically paid ~~in cash~~ 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.

**ARTICLE 38
VACATION LEAVE WITH PAY (cont.)**

- (b) Notwithstanding sub-clause 38.13(a), if on the date of signing of this Agreement or on the date an employee becomes subject to this Agreement, he or she has more than two hundred and **twenty-five (225)** ~~sixty-two decimal five (262.5)~~ hours of unused vacation leave credits earned during previous years, a minimum of seventy-five (75) hours per year shall be granted, or paid ~~in cash~~ by March 31st of each year, until all vacation leave credits in excess of two hundred and **twenty-five (225)** ~~sixty-two decimal five (262.5)~~ hours have been liquidated. Payment shall be in one installment per year, and shall be at his or her hourly rate of pay as calculated from the classification prescribed in his or her certificate of appointment of his or her substantive position on March 31st of the applicable previous vacation year.
- (c) Where in any vacation year, an employee has not 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 **forty (240)** ~~eighty (280)~~ hours credits shall be carried over into the following vacation year. All vacation leave credits in excess of two hundred and **forty (240)** ~~eighty (280)~~ hours shall be automatically paid ~~in cash~~ at his or her hourly rate of pay as calculated from the classification prescribed in his or her certificate of appointment of his or her substantive position on the last day of the vacation year.
- (d) Notwithstanding sub-clause 38.13(c), if on the date of signing of this Agreement or on the date an employee becomes subject to this Agreement, he or she has more than two hundred and **forty (240)** ~~eighty (280)~~ hours of unused vacation leave credits earned during previous years, a minimum of eighty (80) hours per year shall be granted, or paid ~~in cash~~ by March 31st of each year, until all vacation leave credits in excess of two hundred and **forty (240)** ~~eighty (280)~~ hours have been liquidated. Payment shall be in one installment per year, and shall be at his or her hourly rate of pay as calculated from the classification prescribed in his or her certificate of appointment of his or her substantive position on March 31st of the applicable previous vacation year.

38.16 Appointment from a Schedule I, IV or V Employer

The Employer agrees to accept unused vacation leave credits up to ~~the a~~ maximum of ~~two hundred and six two decimal five (262.5)~~ hours **specified in 38.12(a) or 38.12(c), as applicable**, of an employee who resigns from an organization listed in Schedule I, IV or V of the *Financial Administration Act* in order to take a position with the Employer if the transferring employee is eligible and has chosen to have these credits transferred.

**ARTICLE 39
SICK LEAVE WITH PAY**

As a result of the Government's plan to implement a Sick Leave/Short-term Disability Plan, the Employer wishes to discuss the potential plan, consequential changes to the sick leave provisions, a transitional approach for sick leave banks, as well as, any other required changes to other provisions in the collective agreement.

**ARTICLE 45
LEAVE WITHOUT PAY FOR THE CARE OF FAMILY**

The Employer wishes to discuss leave without pay for the care of family.

**ARTICLE 51
COURT LEAVE**

51.01 The Employer shall grant leave with pay to an employee, ***other than an employee already on leave without pay, on education leave, or under suspension*** for the period of time he or she is required:

- (a) to be available for jury selection;
- (b) to serve on a jury;

or

- (c) by subpoena or summons to attend as a witness in any proceeding held:
 - (i) in or under the authority of a court of justice ~~or before a grand jury~~;
 - (ii) before a court, judge, justice, magistrate or coroner;
 - (iii) before the Senate or House of Commons of Canada or a committee of the Senate or House of Commons otherwise than in the performance of the duties of the employee's position;
 - (iv) before a legislative Council, legislative assembly or house of assembly, or any committee thereof that is authorized by law to compel the attendance of witnesses before it;

or

- (v) before an arbitrator or umpire or a person or body of persons authorized by law to make an inquiry and to compel the attendance of witnesses before it.

ARTICLE 54 - LEAVE WITH OR WITHOUT PAY FOR OTHER REASONS

54.01 At its discretion, the Employer may grant:

- (a) leave with pay when circumstances not directly attributable to the employee prevent his or her reporting for duty; such leave shall not be unreasonably withheld;
- (b) leave with or without pay, *in exceptional circumstances*, for purposes other than those specified in this Agreement.

**ARTICLE 56
STATEMENT OF DUTIES**

The Employer wishes to discuss this Article.

**ARTICLE 61
PART-TIME EMPLOYEES**

NEW Part-time employees shall be paid at the hourly rate of pay for all work performed up to seven decimal five (7.5) hours in a day or thirty-seven decimal five (37.5) hours in a week unless the employee is working other daily or weekly hours of work as prescribed pursuant to Article 24 – Hours of Work.

**ARTICLE 62
SEVERANCE**

The Employer wishes to discuss the required housekeeping due to the deletion of voluntary severance.

**ARTICLE 63
PAY ADMINISTRATION**

The Employer wishes to discuss retroactivity.

- 63.03** (a) The rates of pay set forth in Appendix "A" shall become effective on the dates specified.
- (b) Where the rates of pay set forth in Appendix "A" have an effective date prior to the date of signing of this Agreement, the following shall apply:
- (i) "retroactive period" for the purpose of paragraphs (ii) to (v) below means the period commencing on the effective date of the retroactive upward revision in rates of pay and ending on the day this Agreement is signed or when an arbitral award is rendered therefore;
 - (ii) a retroactive upward revision in rates of pay shall apply to employees, former employees or in the case of death, the estates of former employees who were employees in the group identified in Article 8 of this Agreement during the retroactive period;
 - (iii) rates of pay shall be paid in an amount equal to what would have been paid had this Agreement been signed or an arbitral award rendered therefore on the effective date of the revision in rates of pay;
 - ~~(iv) in order for former employees or, in the case of death, for the former employees' representatives to receive payment in accordance with paragraph 63.03(b)(iii), the Employer shall notify, by registered mail, such individuals at their last known address that they have thirty (30) days from the date of receipt of the registered letter to request in writing such payment, after which time any obligation upon the Employer to provide payment ceases;~~
 - ~~(iv)~~ no payment or no notification shall be made pursuant to sub-clause 63.03(b) for one dollar or less.

**ARTICLE 63
PAY ADMINISTRATION (cont.)**

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

- (a) When an employee is required by the Employer to substantially perform the duties of a higher classification level in an acting capacity and performs those duties for at least ~~two (2)~~ **five (5)** consecutive working days or shifts, the employee shall be paid acting pay calculated from the date on which he or she commenced to act as if he or she had been appointed to that higher classification level for the period in which he or she acts.

*

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

- (b) When an employee is required by the Employer to substantially perform the duties of a higher classification level in an acting capacity and performs those duties for at least ~~one (1)~~ **three (3)** days or ~~one (1)~~ **three (3)** shifts, employees in the classification groups GL, GS and employees in the EG-02 and EG-03 levels who perform inspection duties in their substantive position shall be paid acting pay calculated from the date on which he or she commenced to act as if he or she had been appointed to that higher classification level for the period in which he or she acts.
- ~~(c) When a day designated as a paid holiday occurs during the qualifying period, the holiday shall be considered as a day worked for purposes of the qualifying period.~~

~~**63.08** When the regular pay day for an employee falls on his or her day of rest, every effort shall be made to issue his or her cheque on his or her last working day, provided it is available at his or her regular place of work.~~

**ARTICLE 64
NATIONAL JOINT COUNCIL AGREEMENTS**

64.02 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 Public Service Labour Relations Board has made a ruling pursuant to clause (c) of the NJC Memorandum of Understanding which became effective December 6, 1978 and as amended from time to time.

- (a) ***All directives which the Alliance has opted to take part in consultation, as amended from time to time by the National Joint Council recommendations and which the Canadian Food Inspection Agency has approved, form part of this agreement.*** ~~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:~~
- (b) During the term of this Collective Agreement, other directives may be added to the above noted list.
- (c) Grievances in regard to the **NJC** ~~above~~ directives shall be filed in accordance with clause 17.23 of this collective agreement.

**ARTICLE 66
DURATION**

The Employer reserves the right to present proposals regarding the date on which the provisions and the appendices of the new agreement become effective, as well as the implementation of the retroactive period of the agreement where applicable.

66.01 The duration of this Collective Agreement shall be from the date it is signed to December 31, ~~2018~~ 2014.

NEW

66.03 *The provisions of this collective agreement shall be implemented by the parties within a period of one hundred and fifty (150) days from the date of signing.*

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**APPENDIX A
RATES OF PAY AND PAY NOTES**

The employer wishes to discuss annual rates of pay.

The Employer proposes economic increases for the 4 years covered by the Agreement to be in line with those proposed in the Core Public Administration (CPA).

PAY NOTES:

The employer also wishes to discuss the Pay Notes

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**APPENDIX B
EMPLOYMENT TRANSITION POLICY**

The Employer wishes to discuss Appendix B.

**APPENDIX E
RETENTION ALLOWANCE FOR AS-02 COMPENSATION ADVISORS**

The Employer wishes to discuss.

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**MEMORANDUM OF UNDERSTANDING
HOURS OF WORK**

As this MOU has been fully complied with, the Employer proposes to delete this MOU.

~~Memorandum of Understanding~~

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

CONFIDENTIAL – NEGOTIATIONS CONFIDENCE

MEMORANDUM OF UNDERSTANDING
Article 60: Wash-up Time

The Employer wishes to discuss the Memorandum of Understanding on wash-up time.