



# **CANADIAN FOOD INSPECTION AGENCY NEGOTIATIONS 2015**

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## **Bargaining Demands**

**September, 2015**

This document represents bargaining demands of the Public Service Alliance of Canada for this round of negotiations for our members employed at the Canadian Food Inspection Agency (CFIA). These demands 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 demands at any time during collective bargaining, to introduce counter-demands to the Employer's proposals, 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 demands at a later date. In particular, the Public Service Alliance of Canada reserves the right to introduce a comprehensive wage proposal at an appropriate time during negotiations.

If neither party has a proposal on a specific clause, article or Memorandum of Understanding, that clause, article or MOU 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 demands after receiving this information.

## ARTICLE 2

### INTERPRETATION AND DEFINITIONS

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**Amend to read:**

**“family”** (*famille*) except where otherwise specified in this Agreement, means father, mother (or alternatively stepfather, stepmother, or foster parent), brother (**including step-brother**), sister (**including step-sister**), spouse (including common-law partner spouse resident with the employee), child (including child of common-law partner), stepchild or ward of the employee, grandchild, father-in-law, mother-in-law, **sister-in-law, brother-in-law, son-in-law, daughter-in-law**, ~~the employee’s grandparents,~~ **any person over whom the employee holds a power of attorney,** and ~~relative permanently residing in the employee’s household or with whom the employee permanently resides~~ **any person for whom the employee has declared responsibility for assistance and/or support.**

## ARTICLE 11 USE OF EMPLOYER FACILITIES

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**Amend to read:**

**11.03** A duly accredited representative of the Union ~~may~~ **shall** be permitted access to the Employer's premises, which includes vessels, to assist in the resolution of a complaint or grievance and to attend meetings called by management. Permission to enter the premises shall, in each case, be obtained from the Employer. 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.

**NEW**

**11.05** The Employer shall not interfere with an employee's right to read, discuss and distribute Union information on non-work time in the workplace.

**NEW**

**11.06** Any duly accredited representative of the Union shall have access to the Employer's premises for the purpose of resolving a complaint or a grievance, attending a meeting with management, and/or meetings with PSAC-represented employees.

**ARTICLE 12  
EMPLOYEE REPRESENTATIVES**

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**Amend to read:**

**12.05**

- (a) The Union shall have the opportunity to have an employee representative introduced to new employees as part of the Employer's formal orientation programs, where such programs exist.

**NEW**

- (b) The Employer shall advise the local Union executive within one week of the hiring of new PSAC-represented employees and shall grant leave with pay to a reasonable number of employees to provide Union orientation to newly-hired PSAC-represented employees.**

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

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Amend to read:

**NEW**

**13.01** Where leave without pay is granted to an employee under this article the Employer shall continue to pay the employee his or her regular salary and the PSAC will reimburse the Employer for the salary costs of the employee during the period of approved leave without pay.

*(Consequential amendment of re-numbering subsequent clauses accordingly)*

### Meetings During the Grievance Process

~~13.07~~

**13.08** Where an employee representative wishes to discuss a grievance with an employee who has asked or is obliged to be represented by the Union in relation to the presentation of his or her grievance, the Employer ~~will~~ **shall**, where operational requirements permit, give him or her reasonable leave with pay for this purpose when the discussion takes place in his or her headquarters area and reasonable leave ~~without~~ pay when it takes place outside his or her headquarters area.

### Contract Negotiation Meetings

~~13.09~~

**13.10**

(a) When operational requirements permit, the Employer will grant leave ~~without~~ pay to an employee for the purpose of attending contract negotiation meetings on behalf of the Union.

**NEW**

(b) The Employer will grant reasonable leave with pay to an employee attending information and voting sessions for the ratification of any tentative agreement, and or the renewal of the collective agreement between the Union and the Employer.

**NEW**  
**13.15**

- (i) Where operational requirements permit, the employer will grant leave with pay to an employee, or a reasonable number of employees, to participate in:**
  - (a) a union training or education program,**
  - (b) Informal Conflict Management Systems (ICMS) processes,**
  - (c) Joint education programs.**
- (ii) Requests for such leave shall not be unreasonably denied.**

**NEW**

**13.16 The Employer shall grant leave with pay to employees elected to the National Executive of the Agriculture Union within one (1) month after notice is given to the Employer of such election. The duration of such leave shall be for periods necessary to conduct union business. Time spent on such leave shall be counted for pay increment purposes.**

**NEW**

**13.17 The Employer will grant leave without pay to an employee who is selected or elected to work for a Local, a Component, the PSAC or group to which the Union is affiliated. The duration of such leave shall be for the period the employee hold such position.**

## ARTICLE 16 DISCIPLINE

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Amend to read:

### NEW

**16.01** No disciplinary measure in the form of a notice of discipline, suspension or discharge or any other form shall be imposed on any employee without just, reasonable and sufficient cause and without his/her receiving in advance or at the same time a written notice showing the grounds on which a disciplinary measure is imposed.

~~16.01~~

### 16.02

- a) When an employee is suspended from duty or terminated in accordance with paragraph 12(2)(c) of the *Financial Administration Act*, the Employer ~~undertakes to~~ **shall** notify the employee in writing of the reason for such suspension or termination. The Employer shall ~~endeavour to~~ give such notification **in advance or** at the time of suspension or termination.
- b) **In any arbitration relating to a disciplinary measure, the burden of proof shall be confined to the grounds mentioned in the notice referred to in 16.01 above.**

~~16.02~~

**16.03** When an employee is required to attend a meeting, the purpose of which is to conduct a disciplinary, **administrative or investigative** hearing concerning him or her or to render a disciplinary decision concerning him or her, the employee is entitled to have, at his or her request, a representative of the Union attend the meeting. **The employee's supervisor must remind the employee of this right to have a representative of the Union accompany him or her.** Where practicable, the employee and his/her Union representative shall receive a minimum of ~~one (1)~~ **two (2)** days notice of such a meeting.

~~16.03~~

**16.04** The Employer shall notify the local representative of the Union as soon as possible that such **disciplinary investigation, administrative meeting or action of** suspension or termination **will or** has occurred.

~~16.04~~

**16.05** 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 at the time of filing or within a reasonable period thereafter.



16.05

**16.06** 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) one (1)** years ~~have~~ **has** elapsed since the disciplinary action was taken, provided that no further disciplinary action has been recorded during this period.

**NEW**

**16.07** In the case of suspension and termination, the burden of proof of just cause shall rest with the Employer. Evidence shall be limited to the grounds stated in the written notice consistent with 16.01.

**NEW**

**16.08** No employee shall suffer any loss in wages or benefits afforded under this Agreement while on administrative or investigatory suspension.

**NEW**

**16.09** There shall be no discipline or threat of discipline for exercising, in good faith, any rights under Part II of the *Canada Labour Code*. For the purposes of this article, a ministerial declaration alone does not constitute proof of bad faith.

**NEW**

**16.10** The Employer shall not discipline nor sanction an employee for refusing to cross a picket line.

**NEW**

**16.11 Surveillance**

**At no time may electronic surveillance 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.**

**ARTICLE 17**  
**GRIEVANCE PROCEDURE**

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The Union reserves the right to table demands on the grievance procedure, following discussions with the Employer.

## ARTICLE 18 NO DISCRIMINATION

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**Amend to read:**

**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 or ethnic origin, religious affiliation, sex, sexual orientation, **gender identity and expression, political activity**, family status, marital status, mental or physical disability, membership or activity in the Alliance or a conviction for which a pardon has been granted.

## ARTICLE 19 SEXUAL HARASSMENT

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Amend to read:

### 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 ~~sexual~~ harassment, **bullying, abuse of authority and violence** and agree that ~~sexual~~ harassment, **bullying, abuse of authority and violence** will not be tolerated in the workplace.

**NEW**

### **19.02** Definitions:

- a) **Harassment and bullying is defined as: any vexatious behaviour in the form of repeated and hostile or unwanted conduct, verbal comments, actions or gestures that affect an employee's dignity or psychological or physical well-being, and that results in a harmful work environment for the employee. A single serious incident of such behaviour that has a lasting harmful effect on an employee may also constitute harassment.**
- b) **Abuse of authority occurs when an individual uses the power and authority inherent in his/her position to endanger an employee's job, undermines the employee's ability to perform that job, threatens the economic livelihood of that employee or in any way interferes with or influence the career of the employee. It may include intimidation, threats, blackmail or coercion.**
- c) **Work place violence constitutes any action, conduct, threat or gesture of a person towards an employee in their work place that can reasonably be expected to cause harm, injury or illness to that employee.**

~~19.02~~

### **19.03**

- (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**3**(a) a level in the grievance procedure is waived, no other level shall be waived except by mutual agreement.

19.03

**19.04** By mutual agreement, the parties may use a mediator in an attempt to settle a grievance dealing with ~~sexual~~ harassment, **bullying, abuse of authority and violence**. The selection of the mediator will be by mutual agreement.

## ARTICLE 21 HEALTH AND SAFETY

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Amend to read:

**NEW**

### **21.01 Definition of Participation**

**“Participation” means the mandatory active involvement of both Employer and Union representatives to work co-operatively in order to identify and solve occupational health and safety issues. To participate is to be actively involved from the beginning to the completion of each activity where participation by Health and Safety Committees and Representatives is required by the *Canada Labour Code*. In order to fulfill the obligations of participation, Health and Safety Committees and Representatives are to share and receive all information in a timely manner to allow for the preparation, meaningful consultation and informed decisions by the parties. All time spent participating in the work of Health and Safety Committees, including all preparatory time, shall be considered time worked and remunerated at the employee’s applicable rate of pay.**

~~21.01~~

**21.02** The Employer shall make reasonable provisions for the occupational health and safety of employees **through the implementation of Part II of the *Canada Labour Code* and Regulations and any appropriate standards.** ~~The Employer will welcome suggestions on the subject from the Union, and The parties undertake to consult with a view~~ **Occupational Health and Safety Committees and Representatives shall participate** to adopting and expeditiously **implement** ~~carrying out~~ reasonable procedures and techniques designed or intended to prevent or reduce the risk of employment injury. **This includes the promotion and implementation of the *National Joint Council Occupational Health and Safety Directives*, as listed in Article 64 of this agreement.**

**NEW**

### **21.03**

- a) The Employer and the Union recognize the importance of psychological health and safety in the workplace.
- b) The parties agree to create a National Joint Task Force to promote the endorsement of the *National Standard for Psychological Health and Safety in the Workplace* across the Canadian Food Inspection Agency.

- c) **The National Joint Task Force shall be comprised of an equal number of Employer and PSAC representatives, who shall actively collaborate on a plan of action to implement structures and practices that support and promote psychological health and safety in federal workplaces.**
- d) **Such active collaboration shall include the participation of Health and Safety Committees and Representatives, and will involve the communication of and training on the goals of the National Standard.**
- e) **Like the legislation, the *National Standard for Psychological Health and Safety in the Workplace* should be considered a minimum standard that the Employer's occupational health and safety program may exceed. This can include, but not be limited to, addressing issues of mental health and wellness, environmental health, and other issues that impact upon the psychological health of the workplace.**

**NEW**

**21.04 The Employer shall not discipline nor sanction an employee for refusing to cross a picket line.**

## **ARTICLE 24 HOURS OF WORK**

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**The Union wishes to discuss the concept of reducing the work week to 37.5 hours/week for members of the GL and GS groups without any reduction in pay. Note that consequential amendments will be required throughout the collective agreement pursuant to this change.**

**The Union further wishes to discuss the use of irregular hours/shifts by the Employer, the process utilized by the Employer to determine such irregular hours/shifts and the compensation provided to employees required to work irregular hours/shifts. The Union also wishes to discuss the definition of the work week for employees working on a rotating or irregular basis. The Union reserves the right to introduce demands related to this issue, pending the outcome of this discussion.**

**The Union reserves the right to table additional demands related to shift workers.**



## ARTICLE 26 SHIFT PREMIUMS

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**Amend to read:**

### **26.01 Shift Premium**

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 (\$2.00)~~ **three dollars (\$3.00)** 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

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Amend to read:

### 27.01

- (a) The Employer shall compensate all employees for all overtime worked in accordance with the terms and conditions of this collective agreement.
- (b) Each fifteen (15) minute period of overtime or portion thereof shall be compensated for at the following rates: ~~time and one-half (1.5)~~ **double (2) time**, except as provided for in sub-clause 27.01(b) or (c); ~~For greater clarity, this includes all overtime performed over the employee's regularly scheduled hours of work, on a first (1<sup>st</sup>), second (2<sup>nd</sup>) or subsequent day or rest. Second (2<sup>nd</sup>) or subsequent day of rest means the second (2<sup>nd</sup>) or subsequent day in an unbroken series of consecutive and contiguous calendar days of rest.~~

*(Note: Consequential amendments throughout the collective agreement may be necessary for this proposal.)*

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

- ~~(a) — 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 (1<sup>st</sup>) day of rest, and for all hours worked on the second (2<sup>nd</sup>) or subsequent day of rest. Second (2<sup>nd</sup>) or subsequent day of rest means the second (2<sup>nd</sup>) 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.~~

- ~~(b) — 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 (1<sup>st</sup>) day of rest, and for all hours worked on the second (2<sup>nd</sup>) or subsequent day of rest. Second (2<sup>nd</sup>) or subsequent day of rest means the second (2<sup>nd</sup>) or subsequent day in an unbroken series of consecutive and contiguous calendar days of rest.~~

## 27.08

- (a) An employee who works three (3) or more hours of overtime immediately before or immediately following the employee's scheduled hours of work shall be reimbursed for one (1) meal in the amount of ~~ten dollars (\$10.00)~~ **fifteen dollars (\$15.00)** except where free meals are provided.
- (b) When an employee works overtime continuously extending three (3) hours or more beyond the period provided for in (a) above, the employee shall be reimbursed for one (1) additional meal in the amount of ~~ten dollars (\$10.00)~~ **fifteen dollars (\$15.00)** 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 28 CALL-BACK PAY

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Amend to read:

**NEW**

**28.06**

- (a) An employee who works three (3) or more hours of call-back shall be reimbursed for one (1) meal in the amount of fifteen dollars (\$15.00) except where free meals are provided.
- (b) When an employee works call-back continuously extending three (3) hours or more beyond the period provided for in (a) above, the employee shall be reimbursed for one (1) additional meal in the amount of fifteen dollars (\$15) 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.

## ARTICLE 31 DESIGNATED PAID HOLIDAYS

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**Amend to read:**

**31.01** Subject to clause 31.02, the following days shall be designated paid holidays for employees:

- (a) **December 31, ~~New Year's Day~~ January 1 and January 2;**
- (b) Good Friday;
- (c) Easter Monday,
- (d) the day fixed by proclamation of the Governor in Council for celebration of the Sovereign's Birthday;
- (e) Canada Day;
- (f) Labour Day;
- (g) the day fixed by proclamation of the Governor in Council as a general day of Thanksgiving;
- (h) Remembrance Day;
- (i) **December 24 and ~~Christmas Day~~ December 25th;**
- (j) Boxing Day;

**NEW**

**(k) one (1) additional day in February, recognized to be a provincial or civic holiday in the area in which the employee is employed. Should no such additional day be recognized as a provincial or civic holiday in the area in which the employee is employed, the employee shall receive the third Monday in February as a designated paid holiday;**

**(l)** one (1) additional day in each year that, in the opinion of the Employer, is recognized to be a provincial or civic holiday in the area in which the employee is employed or, in any area where, in the opinion of the Employer, no such additional day is recognized as a provincial or civic holiday, the first Monday in August;

- (†)
- (m) one (1) additional day when proclaimed by an Act of Parliament as a national holiday.

**31.05** When an employee works on a designated paid holiday, he or she shall be paid:

- (a) ~~time and one-half (1.5)~~ **double time (2)** for all hours worked up to the regular daily scheduled hours of work as specified in Article 24 (Hours of Work) of this collective agreement and ~~double time (2)~~ thereafter, in addition to the pay that the employee would have been granted had he or she not worked on the holiday;  
  
or
- (b) upon request, and with the approval of the Employer, the employee may be granted:
  - (i) a day of leave with pay (straight-time rate of pay) at a later date in lieu of the holiday;  
  
and
  - (ii) pay at ~~one decimal five times (1.5)~~ **double time (2)** the straight-time rate of pay for all hours worked up to the regular daily scheduled hours of work as specified by the Article 24 of this collective agreement; and
  - (iii) pay at two times (2) the straight-time rate of pay for all hours worked by him or her on the holiday in excess of the regular daily scheduled hours of work as specified by the Article 24 (Hours of Work) of this collective agreement.
- (c) Notwithstanding sub-clauses 31.05(a) and (b), when an employee works on a designated paid holiday contiguous to a day of rest on which he or she also worked and received overtime in accordance with sub-clause 27.01(b) or (c), he or she shall be paid in addition to the pay that he or she would have been granted had he or she not worked on the holiday, two (2) times his or her hourly rate of pay for all time worked.

- (d) Subject to operational requirements and adequate advance notice, the Employer shall grant lieu days at such times as the employee may request.
  - (i) When in a fiscal year an employee has not been granted all of his or her lieu days as requested by him or her, at the employee's request, such lieu days shall be carried over for one (1) year;
  - (ii) In the absence of such request, unused lieu days shall be paid off at the employee's straight-time rate of pay in effect when the lieu day was earned.

**NEW**  
**31.10**

- (a) **The Employer recognizes its duty to accommodate employees and nothing in this agreement is intended to prejudice employees who do not celebrate the designated paid holidays listed in 31.01. Employees shall be able to substitute the designated paid holidays listed in 31.01 for an equivalent number of paid holidays in a calendar year.**
- (b) **An employee who intends to request the substitution of designated paid holidays under 31.10 (a) will give notice to the Employer as far in advance as possible but no later than four (4) weeks before the requested period of absence.**

## ARTICLE 33 TRAVELLING TIME

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**Amend to read:**

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

**33.02**

(a) When an employee is required to travel outside his or her headquarters area on government business, as these expressions are defined by the Employer, the time of departure and the means of such travel shall be determined by the Employer and the employee will be compensated for travel time in accordance with clauses 33.03 and 33.04. Travelling time shall include time necessarily spent at each stop-over en route provided such stop-over is not longer than four (4) hours.

**NEW**

**(b) When an employee is required to travel outside his or her headquarters area on government business, the accommodation used by the employee shall not be considered the employee's residence.**

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

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

**33.04** ~~If an employee is required to travel as set forth in clauses 33.02 and 33.03:~~  
**When in the performance of his or her duties, an employee is required by the Employer to travel by authorized means of transport, time necessarily spent in such travel shall be considered as time worked and compensated for as follows:**



- (a) ~~on a normal working day on which the employee travels but does not work, the employee shall receive his or her regular pay for the day.~~
- (a)(b) on a normal working day ~~on which the employee travels and works~~, the employee shall be paid:
- (i) his or her regular pay for the day for a combined period of travel and work ~~not exceeding his or her regular scheduled working hours;~~
- and
- (ii) at the applicable overtime rate for **all** additional travel **and/or work** time in excess of his or her regular scheduled hours of work ~~and travel, with a maximum payment for such additional travel time not to exceed fifteen (15) hours pay at the straight time rate of pay;~~
- (b) (c) on a day of rest or on a designated paid holiday, the employee shall be paid at the applicable overtime rate for **all** hours travelled **and/or worked**. ~~to a maximum of fifteen (15) hours pay at the straight time rate of pay.~~

**NEW**

- (c) **All applicable meal periods are to be included in the calculation of travel time and for payment under this Article.**

**33.05** This Article does not apply to an employee when the employee travels by any type of transport in which he or she is required to perform work, and/or which also serves as his or her living quarters during a tour of duty. In such circumstances, the employee shall receive the greater of:

- (a) on a normal working day, his or her regular pay for the day;
- or
- (b) pay for actual hours worked in accordance with Article 27 (Overtime) and Article 31 (Designated Paid Holidays) of this collective agreement.

**33.06** Compensation under this Article shall not be paid for travel time to courses, training sessions, conferences and seminars, unless the employee is required to attend by the Employer.

### 33.07 Travel Status Leave

- (a) An employee who is required to travel outside his or her headquarters area on government business, as these expressions are defined by the Employer, and is away from his or her permanent residence for ~~forty (40)~~ **fifteen (15)** nights during a fiscal year shall be granted fifteen (15) hours off with pay. The employee shall **also** be credited with an additional ~~seven decimal five (7.5)~~ **zero decimal five (0.5)** hours off for each additional ~~twenty (20) nights~~ **one (1) night** that the employee is away from his or her permanent residence to a maximum of ~~sixty (60) nights~~.
- ~~(b) The maximum number of hours off earned under this clause shall not exceed thirty-seven decimal five (37.5) hours in a fiscal year and shall accumulate as compensatory leave with pay.~~
- ~~(c) An employee who is required to travel outside his or her headquarters area on government business, as these expressions are defined by the Employer, and is away from his or her permanent residence for forty (40) nights during a fiscal year shall be granted sixteen (16) hours off with pay. The employee shall be credited with an additional eight (8) hours off for each additional twenty (20) nights that the employee is away from his or her permanent residence to a maximum of sixty (60) nights.~~
- ~~(d) The maximum number of hours off earned under this clause shall not exceed forty (40) hours in a fiscal year and shall accumulate as compensatory leave with pay.~~
- (e) This leave with pay is deemed to be compensatory and is subject to clause 27.02.

~~The provisions of this clause do not apply when the employee travels in connection with courses, training sessions, professional conferences and seminars.~~

## ARTICLE 34 COMPENSATORY LEAVE WITH PAY

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### Amend to read:

- 34.01** Upon request of an employee and at the discretion of the Employer, compensation earned under Article 27 - Overtime; Article 28 - Call-Back Pay; Article 29 – Standby; Article 30 – Reporting Pay; and travelling time compensated at an overtime rate under Article 33 - Travelling Time, may be taken in the form of compensatory leave **or cash**, which will be calculated at the premium rate laid down in the applicable Article.
- 34.02** The Employer shall grant compensatory leave at times convenient to both the employee and the Employer.
- 34.03** ~~Compensatory leave earned in a fiscal year and outstanding as of September 30<sup>th</sup> 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 (4<sup>th</sup>) week of the commencement of the first pay period after September 30<sup>th</sup>.~~  
**Compensatory leave earned in a fiscal year may be carried-over to the following fiscal year by the employee.**
- 34.04** At the request of the employee and with the approval of the Employer, accumulated compensatory leave may be paid out, in whole or in part, at the employee's hourly rate of pay as calculated from the classification prescribed in the certificate of appointment of his or her substantive position at the time of the request.
- 34.05** When an employee ~~dies or otherwise ceases to be employed~~ **ceases to be employed or dies**, accumulated compensatory leave shall be paid out in whole to the employee or the employee's estate, calculated from the classification prescribed in his or her certificate of appointment of his or her substantive position at the time his or her employment ceases.

### NEW

- 34.06** Where, in respect of any period of compensatory leave, an employee is granted:
- (a) **bereavement leave with pay,**

or

**(b) leave with pay because of illness in the immediate family,**

or

**(c) sick leave on production of a medical certificate,**

**the period of compensatory leave so displaced shall either be added to the compensatory leave period, if requested by the employee and approved by the Employer, or reinstated for use at a later date.**

**ARTICLE 37  
LEAVE GENERAL**

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**The Union reserves the right to present demands on this Article, following discussions with the Employer.**

## ARTICLE 38 VACATION LEAVE WITH PAY

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**Amend to read:**

### **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 (8<sup>th</sup>)~~ **fifth (5<sup>th</sup>)** year of service occurs;
- (ii)** twelve decimal five (12.5) hours commencing with the month in which the employee's ~~eighth (8<sup>th</sup>)~~ **fifth (5<sup>th</sup>)** anniversary of service occurs;
- ~~(iii) thirteen decimal seven five (13.75) hours commencing with the month in which the employee's sixteenth (16<sup>th</sup>) anniversary of service occurs;~~
- ~~(iv) fourteen decimal three seven five (14.375) hours commencing with the month in which the employee's seventeenth (17<sup>th</sup>) anniversary of service occurs;~~
- (iii)** fifteen decimal six two five (15.625) hours commencing with the month in which the employee's ~~eighteenth (18<sup>th</sup>)~~ **tenth (10<sup>th</sup>)** anniversary of service occurs;
- ~~(vi) sixteen decimal eight seven five (16.875) hours commencing with the months in which the employee's twenty-seventh (27<sup>th</sup>) anniversary of service occurs;~~
- (iv)** eighteen decimal seven five (18.75) hours commencing with the month in which the employee's ~~twenty-eighth (28<sup>th</sup>)~~ **fifteenth (15<sup>th</sup>)** anniversary of service occurs;
- (v)** **twenty-one decimal eight seven five (21.875) hours commencing with the month in which the employee's twentieth (20<sup>th</sup>) anniversary of service occurs;**
- (vi)** **twenty-five (25) hours commencing with the month in which the employee's twenty-fifth (25<sup>th</sup>) 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 ~~eightth (8<sup>th</sup>)~~ **fifth (5<sup>th</sup>)** year of service occurs;
  - (ii) thirteen decimal three three (13.33) hours commencing with the month in which the employee's ~~eightth (8<sup>th</sup>)~~ **fifth (5<sup>th</sup>)** anniversary of service occurs;
  - ~~(iii) fourteen decimal six seven (14.67) hours commencing with the month in which the employee's sixteenth (16<sup>th</sup>) anniversary of service occurs;~~
  - ~~(iv) fifteen decimal three three (15.33) hours commencing with the month in which the employee's seventeenth (17<sup>th</sup>) anniversary of service occurs;~~
  - ~~(iii) sixteen decimal six seven (16.67) hours commencing with the month in which the employee's eighteenth (18<sup>th</sup>)~~ **tenth (10<sup>th</sup>)** anniversary of service occurs;
  - ~~(vi) eighteen (18) hours commencing with the months in which the employee's twenty-seventh (27<sup>th</sup>) anniversary of service occurs;~~
  - ~~(iv) twenty (20) hours commencing with the month in which the employee's twenty-eighth (28<sup>th</sup>)~~ **fifteenth (15<sup>th</sup>)** anniversary of service occurs;
  - ~~(v) twenty three decimal three four (23.34) hours commencing with the month in which the employee's twentieth (20<sup>th</sup>) anniversary of service occurs;~~
  - ~~(vi) twenty-six decimal six seven (26.67) hours commencing with the month in which the employee's twenty-fifth (25<sup>th</sup>) anniversary of service occurs.~~

- (c) For the purpose of this clause only, all service within the public service **including** the Canadian Food Inspection Agency, whether continuous or discontinuous, shall count toward vacation leave ~~except where a person who, on leaving the Canadian Food Inspection Agency or the public service, takes or has taken severance pay. However, the above exception shall not apply to an employee who receives severance pay on lay-off and is re-appointed to the Canadian Food Inspection Agency within one year following the date of lay-off. For greater certainty, severance termination benefits taken under clauses 62.04 to 62.07, or similar~~

~~provisions in other collective agreements, do not reduce the calculation of service for employees who have not left the public service.~~

- (d) For the purpose of clause 38.02(c) only, ~~effective April 1, 2012 and forward from that date,~~ any former service in the Canadian Forces for a continuous period of six (6) months or more, either as a member of the Regular Force or of the Reserve Force while on Class B or C service, shall also be included in the calculation of vacation leave credits.

**NEW**

- (e) **Notwithstanding (c) above, an employee who was a member of a bargaining unit in the Public Service prior to May 31, 1990 shall retain, for the purpose of "service" and of establishing her/his vacation entitlement pursuant to this clause, those periods of former service which had previously qualified for counting as continuous employment, until such time as her/his employment in the Public Service is terminated.**

**NEW**

- (f) **Service referred to in (e) above shall be deemed to include all breaks in employment between periods of student or term employment with the Canadian Food Inspection Agency that are not separated by a period of more than one calendar year without employment.**

**The Union would like to discuss the scheduling of vacation leave with the Employer, and reserves the right to table demands on this issue, pending the outcome of this discussion.**



## ARTICLE 40 MEDICAL APPOINTMENTS FOR PREGNANT EMPLOYEES

---

Amend to read:

Change title to: “Medical Appointments”

**40.01** Up to three decimal seven five (3.75) hours, or four (4) hours where the standard work week is forty (40) hours per week, of ~~reasonable~~ time off with pay ~~will~~ **shall** be granted to pregnant employees for the purpose of attending ~~routine~~ medical and dental appointments with medical professionals and practitioners.

**NEW**

**40.02** Additionally, up to three decimal seven five (3.75) hours, or four (4) hours where the standard work week is forty (40) hours per week, of time off with pay shall be granted to pregnant employees, or persons with disabilities for the purpose of attending medical appointments.

~~40.02~~

**40.03** Where a series of continuing appointments are necessary for the treatment of a particular condition relating to the pregnancy or disability, absences **additional to those specified in 40.01** shall be charged to sick leave.

### Medical Certificates

**NEW**

**40.04** In all cases, a medical certificate provided by a licensed medical practitioner shall be considered as meeting the requirements of the Employer.

**NEW**

**40.05** When an employee is asked to provide a medical certificate by the Employer, the employee shall be reimbursed by the Employer for all costs associated with obtaining the certificate. Employees required to provide a medical certificate shall also be granted leave with pay for all time associated with the obtaining of said certificate.

The Union reserves the right to table further demands concerning this article.

## ARTICLE 41 INJURY ON DUTY LEAVE

---

**Amend to read:**

**41.01** An employee shall be granted injury-on-duty leave with pay for such period as ~~may be reasonably determined by the Employer certified by a Workers' Compensation authority~~ when a claim has been made pursuant to the *Government Employees Compensation Act*, and a Workers' Compensation authority has notified the Employer that it has certified that the employee is unable to work because of:

(a) personal injury accidentally received in the performance of his or her duties and not caused by the employee's willful misconduct,

or

(b) an industrial illness or a disease arising out of and in the course of the employee's employment,

if the employee agrees to remit to the Receiver General of Canada any amount received by him or her in compensation for loss of pay resulting from or in respect of such injury, illness or disease providing, however, that such amount does not stem from a personal disability policy for which the employee or the employee's agent has paid the premium.

## ARTICLE 42 MATERNITY LEAVE WITHOUT PAY

---

**Amend to read:**

### **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 paragraphs (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 Quebec 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 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 section (A), she will work for a period equal to the period she was in receipt of maternity allowance;~~

~~(C) should she fail to return to work for the Employer, Parks Canada, the Canada Revenue Agency or the Canadian Food Inspection Agency in accordance with section (A), or should she return to work but fail to work for the total period specified in section (B), for reasons other than death, layoff, 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*, she will be indebted to the Employer for an amount determined as follows:~~

~~(allowance received)~~

~~X (remaining period to be worked following her return to work) [total period to be worked as specified in (B)]~~

~~however, an employee whose specified period of employment expired and who is rehired in any portion of the core public administration as specified in the *Public Service Labour Relations Act* or Parks Canada, the Canada Revenue Agency or the Canadian Food Inspection Agency 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 section (B).~~

- ~~(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).~~
- (c) Maternity allowance payments made in accordance with the SUB Plan will consist of the following:
- (i) where an employee is subject to a waiting period of two (2) weeks before receiving Employment Insurance maternity benefits, ninety-three per cent (93%) of her weekly rate of pay for each week of the waiting period, less any other monies earned during this period,
- and
- (ii) for each week the employee receives a maternity benefit under the Employment Insurance or the Quebec Parental Insurance plan, she is eligible to receive the difference between ninety-three per cent (93%) of her weekly rate and the maternity benefit, less any other monies earned during this period which may result in a decrease in her maternity benefit to which she would have been eligible if no extra monies had been earned during this period.
- (d) At the employee's request, the payment referred to in subparagraph 42.02(c)(i) will be estimated and advanced to the employee. Adjustments will be made once the employee provides proof of receipt of Employment Insurance or Quebec Parental Insurance Plan maternity benefits.
- (e) The maternity 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 she may be required to repay pursuant to the *Employment Insurance Act* or the *Parental Insurance Act* 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 leave without pay,
  - (ii) for an employee who has been employed on a part-time or on a combined full-time and part-time basis during the six (6) month period preceding the commencement of maternity leave, the rate obtained by multiplying the weekly rate of pay in 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 to which the employee is entitled for her substantive level to which she is appointed.
- (h) Notwithstanding paragraph (g), and subject to subparagraph (f)(ii), if on the day immediately preceding the commencement of maternity leave without pay an employee has been on an acting assignment for at least four (4) months, the weekly rate shall be the rate she was being paid on that day.
- (i) Where an employee becomes eligible for a pay increment or pay revision that would increase the maternity allowance, the allowance shall be adjusted accordingly.
- (j) Maternity allowance payments made under the SUB Plan will neither reduce nor increase an employee's deferred remuneration or severance pay.

## ARTICLE 43 MATERNITY-RELATED REASSIGNMENT OR LEAVE

---

**Amend to read:**

**43.01** An employee who is pregnant or nursing may, during the period from the beginning of pregnancy to the end of the **nursing period** ~~twenty-fourth (24th) week following the birth,~~ request the Employer to modify her job functions or reassign her to another job if, by reason of the pregnancy or nursing, continuing any of her current functions may pose a risk to her health or that of the foetus or child. On being informed of the cessation, the Employer, with the written consent of the employee, shall notify the appropriate workplace committee or the health and safety representative.

**43.05** Where the Employer concludes that a modification of job functions or a reassignment that would avoid the activities or conditions indicated in the medical certificate is not reasonably practicable, the Employer shall so inform the employee in writing and shall grant leave of absence ~~without~~ pay to the employee for the duration of the risk as indicated in the medical certificate. ~~However, such leave shall end no later than twenty-four (24) weeks after the birth.~~

## ARTICLE 44 PARENTAL LEAVE WITHOUT PAY

---

**Amend to read:**

### **44.02 Parental Allowance**

(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), 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 or the Quebec 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 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 parental allowance, in addition to the period of time referred to in section 42.02(a)(iii)(B), if applicable;~~

~~(C) should he or she fail to return to work for the Employer, Parks Canada, the Canada Revenue Agency or the Canadian Food Inspection Agency in accordance with 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, layoff, 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:~~

~~(allowance received)~~

X (remaining period to be worked following his or her return to work)

\_\_\_\_\_  
[total period to be worked as specified in (B)]

~~however, an employee whose specified period of employment expired and who is rehired in any portion of the core public administration as specified in the *Public Service Labour Relations Act* or Parks Canada, the Canada Revenue Agency or the Canadian Food Inspection Agency 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).~~

~~(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).~~

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

(i) where an employee is subject to a waiting period of two (2) weeks before receiving Employment Insurance parental benefits, ninety-three per cent (93%) of his or her weekly rate of pay 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 Quebec 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 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) weeks of parental benefit~~ under the Quebec Parental Insurance Plan and thereafter remains on parental leave without pay, she is eligible to receive a further parental allowance for a period of two (2) weeks, ninety-three per cent (93%) of her weekly rate of pay for each week, less any other monies earned during this period.
- (d) At the employee's request, the payment referred to in subparagraph 44.02(c)(i) will be estimated and advanced to the employee. Adjustments will be made once the employee provides proof of receipt of Employment Insurance or Quebec Parental 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 *Parental Insurance Act* 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 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 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, 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 parental allowances payable under this Collective Agreement shall not exceed fifty-two (52) weeks for each combined maternity and parental leave without pay.~~

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

---

**Amend to read:**

**45.02** An employee shall be granted leave without pay for the care of family in accordance with the following conditions:

- (a) an employee shall notify the Employer in writing as far in advance as possible but not less than four (4) weeks in advance of the commencement date of such leave, unless, because of urgent or unforeseeable circumstances, such notice cannot be given;
- (b) leave granted under this Article shall be for a minimum **cumulative** period of three (3) weeks, **however such leave does not have to be taken consecutively. It may be taken in increments as small as one day;**
- (c) the total leave granted under this Article shall not exceed five (5) years during an employee's total period of employment in the Public Service and the Canadian Food Inspection Agency;
- (d) leave granted for periods of one (1) year or less shall be scheduled in a manner which ensures continued service delivery.
- (e) **Compassionate Care Leave**
  - (i) Notwithstanding the definition of "family" found in clause 2.01 and notwithstanding paragraphs 45.02(b) and (d) above, an employee who provides the Employer with proof that he or she is in receipt of or awaiting Employment Insurance (EI) Compassionate Care Benefits may be granted leave for periods of less than three (3) weeks while in receipt of or awaiting these benefits.
  - (ii) Leave granted under this clause may exceed the five (5) year maximum provided in paragraph (c) above only for the periods where the employee provides the Employer with proof that he or she is in receipt of or awaiting Employment Insurance (EI) Compassionate Care Benefits.
  - (iii) When notified, an employee who was awaiting benefits must provide the Employer with proof that the request for Employment Insurance (EI) Compassionate Care Benefits has been accepted.

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

**NEW**

- (v) **for each week the employee receives a Compassionate Care benefit under the *Employment 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 Compassionate Care benefit.**

## ARTICLE 46

### LEAVE WITH PAY FOR FAMILY-RELATED RESPONSIBILITIES

---

**Amend to read:**

**46.01** For the purpose of this Article, family is defined as **per Article 2.** ~~spouse or common-law partner resident with the employee, dependent children (including foster children or children of spouse or common-law partner), and parents (including step-parents or foster parents), or any relative permanently residing in the employee's household or with whom the employee permanently resides.~~

**46.02**

(a) 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.

**NEW**

(b) **Employees shall be able to carry-over any unused portion of their family-related leave with pay for use in the following fiscal year.**

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

(a) to take a dependent family member for medical or dental appointments, or for appointments with school authorities or adoption agencies, if the supervisor was notified of the appointment as far in advance as possible;

(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, **or for needs related to in-vitro fertilization;**

~~e) seven decimal five (7.5) hours out of the thirty-seven decimal five (37.5) hours stipulated in clause 46.02 above may be used:~~

(e) (i) to attend school functions, if the supervisor was notified of the functions as far in advance as possible;

- (f) ~~(ii)~~ to provide for the employee's child in the case of an unforeseeable closure of the school or daycare facility;
- (g) ~~(iii)~~ to attend an appointment 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.

~~Eight (8) hours out of the forty (40) hours stipulated in clause 46.02 above, where the standard workweek is forty (40) hours, may be used:~~

- ~~(i) to attend school functions, if the supervisor was notified of the functions as far in advance as possible;~~
- ~~(ii) to provide for the employee's child in the case of an unforeseeable closure of the school or daycare facility;~~
- ~~(iii) to attend an appointment 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) It is recognized by the parties that the circumstances which call for leave in respect of family-related needs are based on individual circumstances. On request, the President may, after considering the particular circumstances involved, grant leave with pay for a period greater than and/or in a manner different than that provided for in clauses 46.02 and 46.03.**

## ARTICLE 50 BEREAVEMENT LEAVE WITH PAY

---

**Amend to read:**

**50.01** When a member of the employee's family dies, an employee shall be entitled to a bereavement period of **ten (10)** ~~seven (7)~~ consecutive **working calendar** days. Such bereavement period, as determined by the employee, must include the day of the memorial commemorating the deceased, or must begin within two (2) days following the death. During such period the employee shall be paid for those days which are not regularly scheduled days of rest for the employee. In addition, the employee may be granted up to three (3) days' leave with pay for the purpose of travel related to the death.

**50.02** An employee is entitled to **five (5)** ~~one (1)~~ day's bereavement leave with pay for the purpose related to the death of his or her ~~son-in-law, daughter-in-law, brother-in-law or sister-in-law,~~ **aunt, uncle, niece, nephew, or cousin.** **In addition, the employee may be granted up to three (3) days' leave with pay for the purpose of travel related to the death.**

**NEW**

**50.03** **An employee is entitled to two (2) days bereavement leave with pay for the purpose related to the death of his or her co-worker.**

~~50.03~~

**50.04** If, during a period of **paid** ~~sick leave, vacation leave or compensatory~~ leave, an employee is bereaved in circumstances under which he or she would have been eligible for bereavement leave with pay under clauses 50.01 and 50.02, the employee shall be granted bereavement leave with pay and his or her paid leave credits shall be restored to the extent of any concurrent bereavement leave with pay granted.

~~50.04~~

**50.05** It is recognized by the parties that the circumstances which call for leave in respect of bereavement are based on individual circumstances. On request, the President may, after considering the particular circumstances involved, grant leave with pay for a period greater than and/or in a manner different than that provided for in clauses 50.01, ~~and 50.02~~ **and 50.03.**

## ARTICLE 52 PERSONNEL SELECTION LEAVE

---

**Amend to read:**

**52.01** Where an employee participates in a personnel selection process, including the appeal process where applicable, for a position in the Canadian Food Inspection Agency or for positions in other Agencies or Departments, (as defined in the *Public Service Labour Relations Act*), the employee is entitled to leave with pay for the period during which the employee's presence is required for purposes of the selection process, and for such further period as the Employer considers reasonable for the employee to travel to and from the place where the employee's presence is required.

**NEW**

**52.02** Employees shall be considered as on on-duty status when participating in all components of an employer's selection process. This includes paid leave to complete any on-line requirements.



**ARTICLE 53**  
**EDUCATION LEAVE WITHOUT PAY, CAREER DEVELOPMENT LEAVE**  
**WITH PAY AND EXAMINATION LEAVE WITH PAY**

---

**Amend to read:**

**Career Development Leave With Pay**

**53.05**

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

**NEW**

- (d) Employees on career development leave shall be freed from the duties of his or her position for the duration of the approved leave period.**

**ARTICLE 54**  
**LEAVE WITH OR WITHOUT PAY FOR OTHER REASONS**

---

Amend to read:

**NEW**

**54.04** Where, in respect of any period of leave granted under this article, an employee is granted:

(a) bereavement leave with pay,

or

(b) leave with pay because of illness in the immediate family,

or

(c) sick leave on production of a medical certificate,

the period of leave so displaced shall be reinstated for use at a later date.

## ARTICLE 56 STATEMENT OF DUTIES

---

**Amend to read:**

**56.01**

- (a) Upon hire or upon written request, an employee shall be provided with a complete and current statement of the **specific** duties and responsibilities of his or her position, including the classification level and, ~~where applicable,~~ the point rating allotted by factor to his or her position, and an organization chart depicting the position's place in the organization, **supervisory, and reporting relationships, and classification levels of each respective position. Such documentation shall require the signature of both the employee and supervisor and shall contain language confirming the employee's right to grieve the content of their statement of duties within the prescribed timelines.****
- (b) As part of an employee's performance appraisal or talent management questionnaire, the employee shall be provided with a complete and current statement of the specific duties and responsibilities of his or her position, including the classification level and the point rating allotted by factor to his or her position, and an organization chart depicting the position's place in the organization, supervisory, and reporting relationships, and classification levels of each respective position.**
- (c) Upon the transfer into or commencement of a new position at the Canadian Food Inspection Agency, an employee shall be provided with a complete and current statement of the specific duties and responsibilities of his or her position, including the classification level and the point rating allotted by factor to his or her position, and an organization chart depicting the position's place in the organization, supervisory, and reporting relationships, and classification levels of each respective position.**

**NEW**

**56.02 All job descriptions shall be gender neutral with the duties classified to ensure equal pay for work of equal value.**

**NEW**

**56.03**

- (a) Changes made by the Employer to an employee's statement of duties shall be reviewed in accordance with the Employer's classification system, with the classification of the employee's position confirmed or amended as a result of these changes.**

- (b) Should the Employer change the duties of a position, the changes shall be reviewed and signed off by the employee. An employee's signature on his or her statement of duties will be considered to be an indication only that its contents have been read and shall not indicate the employee's concurrence with the revised statement of duties.**

**The Union reserves the right to table further demands on this article.**

**ARTICLE 58**  
**EMPLOYEE PERFORMANCE REVIEW AND EMPLOYEE FILES**

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**The Union reserves the right to present demands concerning employee performance reviews and employee files, pending discussions with the Employer.**

## ARTICLE 59 MEMBERSHIP FEES

---

**Amend to read:**

- 59.01** The Employer shall reimburse an employee for the payment of membership or registration fees to an organization or governing body when the payment of such fees is a requirement for the continuation of the performance of the duties of the employee's position.
- 59.02** Upon receipt of proof of payment, the Employer shall reimburse an employee, who is classified as an FI, his or her annual membership fees paid to either the Institute of Chartered Accountants (CA), the Society of Management Accountants (CMA) or the Association of Certified General Accountants (CGA), when the payment of such fees is a requirement for **the employee's initial employment in the position and or** the continuation of the performance of the duties of the employee's position.
- 59.03** When the payment of such fees is not a requirement for the continuation of the performance of the duties of an employee's position, but eligibility for a professional accounting designation from one of these associations is a qualification specified in the Standards for Selection and Assessment for the Financial Administration Group, the Employer shall reimburse the employee, upon receipt of proof of payment, for his or her annual membership fees paid to one of the associations referred to in clause 59.02. ~~to a maximum of one thousand dollars (\$1,000).~~
- 59.04** Reimbursement covered by this Article does not include arrears of previous years' dues.
- 59.05** Membership dues referred to in Article 10 (Check-Off) of this Agreement are specifically excluded as reimbursable fees under this Article.

## ARTICLE 60 WASH-UP TIME

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Amend to read:

### ARTICLE 60 PREPARATORY AND WASH-UP TIME

- 60.01** ~~Where the Employer determines that due to the nature of the work there is a clear cut need,~~ **Preparatory time up to a maximum of fifteen (15) minutes will be permitted before the beginning of the working day and** wash-up time up to a maximum of ~~ten (10)~~ **fifteen (15) minutes** will be permitted before the end of the working day, or immediately following and contiguous to the working day.
- 60.02** **Preparatory and** wash-up time permitted pursuant to clause 60.01 and immediately **preceding**, following **or** contiguous to the working day shall be deemed to qualify for overtime compensation for the purpose of clause 27.01.

## ARTICLE 63 PAY ADMINISTRATION

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Amend to read:

**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)~~ **one (1)** 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) day or one (1) shift, employees in the classification groups GL, GS and employees in the EG-02 and EG-03 levels who perform inspection duties in their substantive position shall be paid acting pay calculated from the date on which he or she commenced to act as if he or she had been appointed to that higher classification level for the period in which he or she acts.~~

~~(c)~~

- (b)** When a day designated as a paid holiday occurs during the qualifying period, the holiday shall be considered as a day worked for purposes of the qualifying period.

**The Union reserves the right to table language providing acting employees the ability to move up the increment scale for their acting positions based on cumulative employment at a particular group and level.**



## ARTICLE 66 DURATION

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**Amend to read:**

**66.01** The duration of this Collective Agreement shall be from the date it is signed to **XX**.

**66.02** ~~Unless otherwise expressly stipulated,~~ The provisions of this agreement shall become effective on the date it is signed **first day of this collective agreement**.

**66.03** The pay provisions of this collective agreement shall be retroactive to **January 1, 2015**.

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

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The economic package to be proposed by the Union will be made up of many interconnected elements. In brief, these elements will include, but will not be restricted to:

- Real economic increase that reflect the continued strength of the Canadian economy;
- Protection against inflation;
- Parity with comparable jobs and employers;
- Restructuring of pay grids and new increments;
- Elimination of wage gaps between CFIA and comparable employers;
- Introduction of new allowances;
- Retroactivity back to the first day of the contract.

## **APPENDIX B EMPLOYMENT TRANSITION POLICY**

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**The Union will be making proposals with respect to the Employment Transition Policy in a number of areas, including (but not limited to) increased job and income security for employees and recognition of employees' years of service.**

**APPENDIX D  
MEMORANDUM OF AGREEMENT BETWEEN THE  
CANADIAN FOOD INSPECTION AGENCY (CFIA)  
AND THE  
PUBLIC SERVICE ALLIANCE OF CANADA (PSAC)  
IN RESPECT OF THE  
FINANCIAL MANAGEMENT (FI) GROUP**

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**The Union reserves the right to table demands related to this Appendix.**

**APPENDIX E**  
**MEMORANDUM OF UNDERSTANDING BETWEEN THE**  
**CANADIAN FOOD INSPECTION AGENCY (CFIA)**  
**AND THE**  
**PUBLIC SERVICE ALLIANCE OF CANADA (PSAC)**  
**CONCERNING THE RETENTION ALLOWANCE**  
**FOR AS-02 COMPENSATION ADVISORS**

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**Amend to read:**

**Change title to:**  
**CONCERNING THE RETENTION ALLOWANCE FOR COMPENSATION ADVISORS**

1. In an effort to increase retention of AS-02 **and AS-03** Compensation Advisors, the Employer will provide an allowance to incumbents of AS-02 **and AS-03** Compensation Advisor positions for the performance of Compensation and Benefit duties at the Canadian Food Inspection Agency.
2. The parties agree that AS-02 **and AS-03** Compensation Advisors who perform the duties of positions identified above shall be eligible to receive a "Retention Allowance" in the following amounts and subject to the following conditions:
  - a. Commencing on January 1, 2012 **2015** ~~and ending December 31, 2014~~, AS-02 **and AS-03** Compensation Advisors who perform the duties of the positions identified above shall be eligible to receive an allowance to be paid biweekly;
  - b. The employee shall be paid the daily amount shown below for each calendar day for which the employee is paid pursuant to Appendix A of the collective agreement. This daily amount is equivalent to the annual amount set out below divided by two hundred and sixty decimal eight eight (260.88);

AS-02 **and AS-03** Compensation Advisors Retention Allowance

Annual amount: **XX**  
Daily amount: **XX**

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

- d. The Retention Allowance will be added to the calculation of the weekly rate of pay for the maternity and parental allowances payable under articles 41 and 43 of this collective agreement.
  - e. Subject to (f) below, the amount of the Retention Allowance payable is that amount specified in paragraph 2(b) for the level prescribed in the certificate of appointment of the employee's AS-02 **or AS-03** position.
  - f. When an AS-02 **or AS-03** Compensation Advisor is required by the Employer to perform the duties of a higher classification level in accordance with clause 62.07(a), the Retention Allowance shall ~~not~~ be payable for the period during which the employee performs the duties of a higher level.
- 3. A part-time AS-02 **or AS-03** Compensation Advisor shall be paid the daily amount shown above divided by seven decimal five (7.5), for each hour paid at their hourly rate of pay.
  - 4. An employee shall not be entitled to the allowance for periods he/she is on leave without pay or under suspension.
  - 5. ~~This Memorandum of Understanding expires on December 31, 2014.~~

## **NEW ARTICLE ALLOWANCES**

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**The Union will, as part of its proposals regarding pay, propose improvements to a variety of current allowances and introduce proposals for new allowances covering specific situations.**

**The Union would also like to discuss the employee use of CFIA-provided credit cards with the Employer.**

## **NEW ARTICLE CHILD CARE**

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### **NEW**

- 1. The Employer and PSAC recognize the need for good quality affordable child care services for all employees and the need to provide employees with support in their child care responsibilities.**
- 2. The Employer agrees to the formation and funding of a Joint National Child Care Committee (the Committee).**
- 3. The Committee shall be comprised of four (4) PSAC and four (4) Employer representatives, with additional resources to be determined by the Committee. All costs associated with the work of the Committee shall be borne by the Employer.**
- 4. The work of the Committee shall include:**
  - a) conduct analyses and research to assess child care and other related support needs and the methods used to meet these needs;**
  - b) research the availability of quality child care spaces available to employees across the country;**
  - c) develop specific proposals and actions to increase the availability of Employer-funded workplace child care facilities across the country;**
  - d) establish or assist in establishing Employer-funded workplace child care facilities and oversee their operation;**
  - e) reach agreements with child care facilities or other institutions to provide or facilitate supports;**
  - f) develop materials, and support community, child care and disability organizations to provide information and resources to employees on child care and other related support;**
  - g) develop recommendations to assist employees access quality child care services across the country; and**
  - h) any other work the Committee determines is appropriate.**



5. The Committee shall meet within six (6) months of the signing of the collective agreement and establish their schedule for accomplishing the goals of the Committee.

**NEW ARTICLE  
CLASSIFICATION**

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**The Union reserves the right to present demands concerning classification, pending discussion with the Employer.**

**NEW ARTICLE  
LEAVE WITH INCOME AVERAGING**

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

**NEW- MEMORANDUM OF UNDERSTANDING  
WITH RESPECT TO A JOINT  
UNION-MANAGEMENT LEARNING PROGRAM**

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**NEW**

**This MOU between the Employer and the Public Service Alliance of Canada (PSAC) represents an agreement between the two parties with respect to a joint learning program for Canadian Food Inspection Agency employees.**

**The Employer and the PSAC agree to set up a pilot project with respect to a joint learning program (CFIA-PSAC JLP).**

**The Employer agrees to fund the CFIA-PSAC pilot JLP, as agreed to by the CFIA-PSAC Joint Steering Committee. Furthermore, the parties agree to establish a CFIA-PSAC joint steering committee made up of an equal number of representatives of the Employer and PSAC in order to govern the JLP pilot project. Some specific issues to be taken into consideration in developing the JLP pilot project are operational considerations at CFIA, for example the many locations of the workforce.**

**NEW ARTICLE  
NO CONTRACTING OUT**

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**NEW**

**XX.01** There shall be no contracting out or privatisation of bargaining unit work, except by explicit mutual agreement in writing between the Union and the Employer.

**NEW**

**XX.02** The employer shall bring all currently sub-contracted or privatized bargaining unit work back into the bargaining unit. The parties shall meet within ninety (90) days of ratification to ensure full compliance with this Article.

**NEW ARTICLE  
PRE-RETIREMENT TRANSITION LEAVE**

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**The Union reserves the right to table demands concerning Pre-Retirement Transition Leave.**

**NEW ARTICLE  
SELF-FUNDED LEAVE**

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**The Union shall propose language concerning the right to self-funded leave, following discussions with the Employer.**

## **NEW ARTICLE SENIORITY**

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**The Union wishes to discuss the introduction of seniority rights into the collective agreement, and reserves the right to introduce demands concerning seniority, following discussions with the Employer.**



**NEW ARTICLE  
SOCIAL JUSTICE FUND**

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**NEW**

**XX.xx** The Employer shall contribute one cent (\$0.01) per hour worked to the PSAC Social Justice Fund and such 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 Letters Patent of the PSAC Social Justice Fund.

**NEW ARTICLE  
STUDENT EMPLOYMENT**

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**The Union reserves the right to present demands concerning student employment pending discussion with the Employer.**

**NEW ARTICLE  
TERM EMPLOYMENT**

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**The Union wishes to discuss term employment with the Employer, and reserves the right to table demands on term employment.**

## **NEW ARTICLE UNIFORMS**

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**NEW**

**XX.01 All uniforms, clothing and protective gear issued by the Employer shall be made in Canada and shall bear a recognized union label.**

## **NEW ARTICLE WHISTLEBLOWING**

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**No employee shall be disciplined or otherwise penalized, including but not limited to, demotion, suspension, dismissal, financial penalty, loss of seniority, advancement or opportunity in the public service, as a result of disclosing any wrongful act or omission, such as an offence against an Act of Parliament, an Act of a legislature of any province or any instrument issued under any such Act; an act or omission likely to cause a significant waste of public money; an act or omission likely to endanger public health or safety or the environment.**

**The Union reserves the right to present further demands concerning whistleblowing pending discussion with the Employer.**