

In response to the U1 proposals of February 26, 2019, the Employer counter proposes the following:

1. ARTICLE 45 - LEAVE WITHOUT PAY FOR THE CARE OF FAMILY

The Employer proposes the following amendments to Article 45:

45.01 Both parties recognize the importance of access to leave for the purpose of care for family.

45.02 *For the purpose of this article, "family" is defined per Article 2 and in addition:*

(a) *a person who stands in the place of a relative for the employee whether or not there is any degree of consanguinity between such person and the employee.*

45.023 *Subject to operational requirements as determined by the Employer, An employee may*~~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 period of ~~three (3)~~ **twelve (12)** weeks;

(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 ***the operational requirements are maintained in order to meet the needs of the public and/or the efficient operation of the service;***~~continued service delivery.~~

(e) *an employee who intends to take leave granted for a period of one (1) year or less during the summer leave period will submit their request on or before April 15, and on or before September 15 for the winter leave period;*

(ef) 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 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 Compassionate Care Benefits.
- (iii) When notified, an employee who was awaiting benefits must provide the Employer with proof that the request for Employment Insurance Compassionate Care Benefits has been accepted.
- (iv) When an employee is notified that their request for Employment Insurance Compassionate Care Benefits has been denied, paragraphs (i) and (ii) above cease to apply.

(Renumber accordingly)

The Union withdraws its proposal in Article 45.02 and its proposals with regards to Compassionate Care Leave.

Subject to agreement the Union also agrees to withdraw its proposed amendments to the definition of family in Article 2.01.

All other proposals and/or placeholders in Article 45 remain outstanding.

2. ARTICLE 46 - LEAVE WITH PAY FOR FAMILY-RELATED RESPONSIBILITIES

The Employer proposes the following amendments to Article 46.01:

46.01 For the purpose of this Article, family is defined as:

- (a) spouse or common-law partner resident with the employee;
- (b) dependent children (including foster children or children of spouse or common-law partner, ward of the employee);
- (c) parents (including step-parents or foster parents), father-in-law, mother-in-law;
- (d) brother, sister, step-brother, step-sister;

- (e) grandparents and grandchildren of the employee;
- (f) any relative permanently residing in the employee's household or with whom the employee permanently resides; or
- (g) any relative for whom the employee has a duty of care, irrespective of whether they reside with the employee.; **or**
- (h) ***a person who stands in the place of a relative for the employee whether or not there is any degree of consanguinity between such person and the employee.***

The Union withdraws its proposals in Article 46.

Subject to agreement the Union also agrees to withdraw its proposed amendments to the definition of family in Article 2.01.

3. ARTICLE 50 - BEREAVEMENT LEAVE WITH PAY

The Employer proposes the following amendments to Article 50.01:

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

- (a) ***a person who stands in the place of a relative for the employee whether or not there is any degree of consanguinity between such person and the employee. An employee shall be entitled to bereavement leave under 50.01(a) only once during the employee's total period of employment in the public service.***

(Renumber Accordingly)

The Union withdraws its proposals under Article 50.

Subject to agreement the Union also agrees to withdraw its proposed amendments to the definition of family in Article 2.01.

4. ARTICLE 54 - LEAVE WITH OR WITHOUT PAY FOR OTHER REASONS

The Employer proposes the following amendments to Article 54:

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) ***in exceptional circumstances***, leave with or without pay for purposes other than those specified in this Agreement.

In any fiscal year, an employee is entitled to no more than fifteen (15) hours of combined personal and volunteer leave.

54.02 Volunteer Leave

Effective on April 1, 2019, clause Volunteer leave is deleted from the collective agreement.

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

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

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

54.03 Personal Leave

Sub-clause 54.03(a) does not apply to bargaining unit employees classified as GL or GS.

Sub-clause 54.03(b) applies only to bargaining unit employees classified as GL or GS.

- (a) Subject to operational requirements as determined by the Employer and with an advance notice of at least five (5) days, the employee shall be granted, in each fiscal year, seven decimal five (7.5) hours leave with pay for reasons of a personal nature. For purposes of this clause, a day is equal to seven decimal five (7.5) hours.
- (b) Subject to operational requirements as determined by the Employer and with an advance notice of at least five (5) days, the employee shall be granted, in each fiscal year, eight (8) hours leave with pay for reasons of a personal nature. For purposes of this clause, a day is equal to eight (8) hours.
- (c) The leave will be scheduled at a time convenient both to the employee and the Employer. Nevertheless, the Employer shall make every reasonable effort to grant the leave at such a time as the employee may request.

Effective on April 1, 2019, the previous provision is replaced with the following:

Sub-clause 54.03(a) does not apply to bargaining unit employees classified as GL or GS.

Sub-clause 54.03(b) applies only to bargaining unit employees classified as GL or GS.

- (a) Subject to operational requirements as determined by the Employer and with an advance notice of at least five (5) days, the employee shall be granted, in each fiscal year, ~~seven decimal five (7.5)~~ **fifteen (15)** hours leave with pay for reasons of a personal nature. ~~For purposes of this clause, a day is equal to seven decimal five (7.5) hours~~ **This leave can be taken in periods of seven decimal five (7.5) hours or three decimal seven five (3.75) hours each.**
- (b) Subject to operational requirements as determined by the Employer and with an advance notice of at least five (5) days, the employee shall be granted, in each fiscal year, ~~eight (8)~~ **sixteen (16)** hours leave with pay for reasons of a personal nature. ~~For purposes of this clause, a day is equal to eight (8) hours~~ **This leave can be taken in periods of eight (8) hours or four (4) hours each.**
- (c) The leave will be scheduled at a time convenient both to the employee and the Employer. Nevertheless, the Employer shall make every reasonable effort to grant the leave at such a time as the employee may request.

The Union withdraws its proposals under Article 54.

