



Public Service Alliance of Canada
Alliance de la Fonction publique du Canada

BARGAINING PROPOSALS

FOR A RENEWAL OF THE
COLLECTIVE AGREEMENT

BETWEEN

THE PUBLIC SERVICE ALLIANCE OF CANADA

AND

THE CANADIAN FOOD INSPECTION AGENCY

January, 2008

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PREAMBLE

This document represents bargaining proposals of the Public Service Alliance of Canada for this round of negotiations for the Canadian Food Inspection Agency group (CFIA). These proposals are being submitted without prejudice to any future proposed amendments and/or additions, and subject to any errors and/or omissions.

The Public Service Alliance of Canada reserves the right to introduce, amend, withdraw its demands or to introduce counter proposals to the Employer's demands.

If neither party has a proposal on a specific clause or article, that clause or article shall be renewed.

ARTICLE 13 - LEAVE WITH OR WITHOUT PAY FOR UNION BUSINESS

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

13.01 ~~When operational requirements permit,~~ the Employer will grant leave with pay:

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

and

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

Applications for Certification, Representations and Interventions with respect to Applications for Certification

13.02 ~~When operational requirements permit,~~ the Employer will grant leave without pay:

(a) to an employee who represents the Union in an application for certification or in an intervention;

and

(b) to an employee who makes personal representations with respect to a certification.

13.03 The Employer will grant leave with pay:

(a) to an employee called as a witness by the Public Service Labour Relations Board;

and

(b) ~~when operational requirements permit,~~ to an employee called as a witness by an employee or the Union.

Arbitration Board Hearings, Public Interest Commission Hearings and Alternate Dispute Resolution Process

- 13.04 ~~When operational requirements permit,~~ the Employer will grant leave with pay to a reasonable number of employees representing the Union before an Arbitration Board, Public Interest Commission or in an Alternate Dispute Resolution Process.
- 13.05 The Employer will grant leave with pay to an employee called as a witness by an Arbitration Board, Public Interest Commission or in an Alternate Dispute Resolution Process and, ~~when operational requirements permit, leave with pay to an employee called as a witness by the Union.~~

Adjudication

- 13.06 ~~When operational requirements permit,~~ the Employer will grant leave with pay to an employee who is:
- (a) a party to the adjudication;
 - (b) the representative of an employee who is a party to an adjudication;
- and
- (c) a witness called by an employee who is a party to an adjudication.

Meetings During the Grievance Process

- 13.07 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, ~~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.~~
- 13.08 ~~Subject to operational requirements:~~
- (a) when the Employer originates a meeting with a grievor ~~in his or her headquarters area,~~ he or she will be granted leave with pay and "on duty" status. ~~when the meeting is held outside the grievor's headquarters area,~~
 - (b) when a grievor seeks to meet with the Employer, he or she will be granted leave with pay. ~~when the meeting is held in his or her headquarters area and leave without pay when the meeting is held outside his or her headquarters area,~~
- and

- (c) when an employee representative attends a meeting referred to in this clause, he or she will be granted leave with pay ~~when the meeting is held in his or her headquarters area and leave without pay when the meeting is held outside his or her headquarters area.~~

Contract Negotiation Meetings

- 13.09 ~~When operational requirements permit,~~ The Employer will grant leave ~~without~~ **with** pay to an employee for the purpose of attending contract negotiation meetings on behalf of the Union.

Preparatory Contract Negotiation Meetings

- 13.10 ~~When operational requirements permit,~~ The Employer will grant leave without pay to a reasonable number of employees to attend preparatory contract negotiation meetings.

Staffing Complaints

- 13.11 **The Employer will grant leave with pay to an employee who participates as a representative of the Union in the Staffing Complaint process or appeal process.**

Meetings Between the Union and Management Not Otherwise Specified in this Article

- 13.12 ~~When operational requirements permit,~~ the Employer will grant leave with pay to a reasonable number of employees who are meeting with management on behalf of the Union.
- 13.13 ~~Subject to operational requirements,~~ the Employer shall grant leave without pay to a reasonable number of employees to attend meetings of the Board of Directors of the Union, meetings of the National Executive of the Components, Executive Board meetings of the Union, **and meetings and** conventions of the Union, the Components, the Canadian Labour Congress, the PSAC Regional Councils, and the Territorial and Provincial Federations of Labour.

Representatives' Training Courses

- 13.14 ~~When operational requirements permit,~~ the Employer will grant leave without pay to employees who exercise the authority of a representative on behalf of the Union to undertake training related to the duties of a representative.

Time Off for Other Union Activities

- 13.15 The Employer will grant leave with pay to a reasonable number of employees to attend regional or national Health and Safety training or activities.
- 13.16 When operational requirements permit, the Employer will grant leave without pay to a reasonable number of employees to participate in other union activities.

ARTICLE 17 - GRIEVANCE PROCEDURE

- 17.18 An employee may abandon a grievance by written notice to his or her immediate supervisor or officer-in-charge. **Upon receipt of written notice, the supervisor or officer-in-charge shall advise the Union of the withdrawal.**

ARTICLE 19 - SEXUAL HARASSMENT

- 19.01 The Union and the Employer recognize the right of employees to work in an environment free from sexual harassment as defined by the Employer policy and agree that sexual harassment will not be tolerated in the work place.
- 19.02 (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 paragraph (a) a level in the grievance procedure is waived, no other level shall be waived except by mutual agreement.
- 19.03 By mutual agreement, the parties may use a mediator in an attempt to settle a grievance dealing with sexual harassment. The selection of the mediator will be by mutual agreement.

The Union wishes to discuss with the Employer the definition of "harassment" that shall be used in this Article.

ARTICLE 24 - HOURS OF WORK

The Union wishes to discuss the following issue, with a view of amending the respective clauses in Article 24 and other related Articles where applicable:

1. Reduce the work week to a 35-hour work week without a reduction in wages.

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

- (a) Normal hours of work shall be scheduled so that employees work:
 - (i) an average of thirty-seven decimal five (37.5) hours per week and an average of five (5) days per week;

and

- (ii) either seven decimal five (7.5) hours per day; or
 - (iii) an average of seven decimal five (7.5) hours per day where so agreed between the Employer and the majority of the employees affected;
 - (iv) subject to the operational requirements of the service, an employee's days of rest shall be consecutive and not less than two (2).
- (b) **Shift work shall only be scheduled during the normal work week, Monday to Friday.**
- (c) Every reasonable effort shall be made by the Employer:
 - (i) not to schedule the commencement of a shift within twelve (12) hours of the completion of the employee's previous shift;
 - (ii) to avoid excessive fluctuations in hours of work;
 - (iii) to consider the wishes of the majority of employees concerned in the arrangement of shifts within a shift schedule;
 - (iv) to arrange shifts over a period of time not exceeding two (2) months and to post schedules at least seven (7) days in advance of the starting date of the new schedule.

- (d) When the scheduled hours of work are changed by the Employer after the mid-point of the employee's previous work day or after the beginning of the employee's previous day meal break, whichever is the earlier, the employee is entitled to a cash premium payment of twenty dollars (\$20.00) in addition to regular daily pay.
- (e) When the scheduled meal break is changed by the Employer by more than one half hour (½) after the mid-point of the employee's previous work day or after the beginning of the employee's previous day meal break, whichever is earlier, the employee is entitled to a cash premium payment of twenty dollars (\$20.00) in addition to regular daily pay.
- (f) Total cash premium payment under sub-clauses 24.05(c) and 24.05(d) shall not be more than twenty dollars (\$20.00) per work day.

24.08 When an employee's scheduled shift does not commence and end on the same day, such shift shall be considered ~~for all purposes~~ to have been entirely worked:

- (a) on the day it commenced where half or more of the hours worked fall on that day;
- or
- (b) on the day it terminates where more than half of the hours worked fall on that day.

Accordingly, the first (1st) day of rest will be considered to start immediately after midnight of the calendar day on which the employee worked or is considered to have worked his or her last scheduled shift; and the second (2nd) day of rest will start immediately after midnight of the employee's first (1st) day of rest, or immediately after midnight of an intervening designated paid holiday if days of rest are separated thereby.

ARTICLE 26 - SHIFT PREMIUMS

Excluded provisions

This Article does not apply to employees on day work, covered by clauses 24.04 or GL/GS 24.04.

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)~~ **equivalent to an additional one-half (.5) hour of pay** 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 **equivalent to an additional one-half (.5) hour of pay** ~~of two dollars (\$2.00)~~ per hour for all hours worked, including overtime hours, on Saturday and/or Sunday.

ARTICLE 27 - OVERTIME

27.01 ~~Each fifteen (15) minute period of~~ All overtime shall be compensated for at the following rates:

- (a) time and one-half (1 ½) except as provided for in clause 27.01(b) or (c);

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

- (b) double (2) time for each hour of overtime worked after fifteen (15) hours' work in any twenty-four (24) hour period or after seven and one-half (7 ½) hours' work on the employee's first (1st) day of rest, and for all hours worked on the second (2nd) or subsequent day of rest. Second (2nd) or subsequent day of rest means the second (2nd) or subsequent day in an unbroken series of consecutive and contiguous calendar days of rest.

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

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

27.02 (a) Overtime shall be compensated in cash except where, upon request of an employee and with the approval of the Employer, overtime may be compensated in equivalent leave with pay;

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

- (c) The Employer shall grant compensatory leave at times convenient to both the employee and the Employer;

- (d) Compensatory leave earned in a fiscal year and outstanding on September 30th of the following fiscal year shall be paid for in cash 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 end of the fiscal year in question, or at the rate of pay in effect at the time that the overtime was earned, whichever is greater.

Note: The changes to 27.02(d) should also be reflected in Articles 28, 29, 30, 31, 33 and 37.

- (e) In addition to the payout described in 27.02 (d), an employee may request a payout of accumulated compensatory leave, in whole or in part, at the rate of pay in effect at the time the overtime was earned. Such request will not be unreasonably denied.
- 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. **The amount will be in accordance with the Travel Directive of the National Joint Council of the Public Service.** ~~the amount of ten dollars (\$10.00),~~ except where free meals are provided. **Where free meals are provided, the employer will ensure that an employee's dietary needs are reasonably accommodated.**
- (b) When an employee works overtime continuously extending three (3) hours or more beyond the period provided for in (a), the employee shall be reimbursed for one (1) additional meal. **The amount will be in accordance with the Travel Directive of the National Joint Council of the Public Service.** ~~the amount of ten dollars (\$10.00),~~ except where free meals are provided. **Where free meals are provided, the employer will ensure that an employee's dietary needs are reasonably accommodated.**
- (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 31 - DESIGNATED PAID HOLIDAYS

31.01 (m) **Heritage Day/Family Day/Aboriginal Day when recognized in the Provincial , Territorial or Civic jurisdiction.**

31.06 When an employee is ~~required to report for work and~~ reports on a designated holiday, the employee shall be paid the greater of:

(a) compensation equivalent to three (3) hours' pay at the applicable overtime rate of pay for each reporting to a maximum of eight (8) hours' compensation in an eight (8) hour period.

or

(b) compensation in accordance with the provisions of clause 31.05.

(c) when an employee is required to be at work and reports under the conditions described in 31.06 (a) or (b) above, ~~and is required to use transportation services other than normal public transportation services,~~ the employee shall be reimbursed for reasonable expenses incurred as follows:

(i) mileage allowance at the authorized rate ~~normally paid to an employee when authorized by the Employer to use his or her automobile~~ when the employee travels by means of the employee's own automobile,

or

(ii) out-of-pocket expenses for other means of commercial transportation.

31.07 ~~Other than when required by the Employer to use a vehicle of the Employer for transportation to a work location other than the employee's normal place of work,~~ time spent by the employee reporting to work or returning to his or her residence shall ~~not~~ constitute time worked

Renew the remainder of the text.

ARTICLE 33 - TRAVELLING TIME

Excluded Provisions

Sub-clauses 33.08(a) and (b) do not apply to bargaining unit employees classified as GL or GS.

Alternate Provisions

Sub-clauses 33.08(c) and (d) apply only to bargaining unit employees classified as GL or GS.

- 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 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 three (3) hours.~~
- 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:
- ~~(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.~~
 - (b) On a normal working day on which the employee travels **and/or** 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 additional travel time in excess of his or her regularly scheduled hours of work and travel, ~~with a maximum payment for such additional travel time not to exceed twelve (12) hours pay at the straight-time rate of pay.~~

(c) On a day of rest or on a designated paid holiday, the employee shall be paid at the applicable overtime rate for hours travelled ~~to a maximum of twelve (12) hours' pay at the straight-time rate of pay.~~

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~~ **approved** by the Employer.

33.07 (a) Upon request of an employee and with the approval of the Employer, compensation at the overtime rate earned under this Article may be granted in compensatory leave with pay.

(b) Compensatory leave earned in a fiscal year and outstanding on September 30th of the following fiscal year shall be paid for in cash 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 end of the fiscal year in question.

(c) **In addition to the payout described in 33.07 (b), an employee may request a payout of accumulated compensatory leave, in whole or in part, at the rate of pay in effect at the time of the request. Such request will not be unreasonably denied.**

33.08 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)~~ **twenty (20)** nights during a fiscal year shall be granted fifteen (15) hours off with pay. The employee shall be credited with an additional seven decimal five (7.5) hours off for each additional ~~twenty ten (10) (20)~~ nights that the employee is away from his or her permanent residence to a maximum of ~~sixty (60)~~ **eighty (80)** 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)~~ **twenty (20)** 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) ten (10)~~ nights that the employee is away from his or her permanent residence to a maximum of ~~sixty (60)~~ **eighty (80)** 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 37 - VACATION LEAVE WITH PAY

Accumulation of Vacation Leave Credits

37.02 (a) An employee shall earn vacation leave credits at the following rate for each calendar month during which the employee receives pay for at least seventy-five (75) hours:

(i) ~~nine decimal three seven five (9.375) hours until the month in which the anniversary of the employee's eighth (8th)~~ **fifth (5th)** year of service occurs;

(ii) ~~twelve decimal five (12.5) hours commencing with the month in which the employee's eighth (8th)~~ **fifth (5th)** anniversary of service occurs;

(iii) ~~thirteen decimal seven five (13.75)~~ **fifteen decimal six two five (15.625)** hours commencing with the month in which the employee's ~~sixteenth (16th)~~ **tenth (10th)** anniversary of service occurs;

(iv) ~~fourteen decimal three seven five (14.375)~~ **eighteen decimal seven five (18.75)** hours commencing with the month in which the employee's ~~seventeenth (17th)~~ **fifteenth (15th)** anniversary of service occurs;

(v) ~~fifteen decimal six two five (15.625)~~ **twenty-one decimal eight seven five (21.875)** hours commencing with the month in which the employee's ~~eighteenth (18th)~~ **twentieth (20th)** anniversary of service occurs;

(vi) ~~sixteen decimal eight seven five (16.875)~~ **twenty-five (25)** hours commencing with the month in which the employee's ~~twenty seventh (27th)~~ **twenty-fifth (25th)** anniversary of service occurs;

(vii) **delete existing and amend as follows:**

One additional day per year of service commencing with the month in which the employee's thirtieth (30th) anniversary occurs.

however, an employee who is entitled to or who has received furlough leave shall have the vacation leave credits earned under this Article, reduced by three decimal one two five (3.125) hours per month from the beginning of the month in which the employee completes his or her twentieth (20th) year of service until the beginning of the month in which the employee completes his or her twenty-fifth (25th) year of service.

Renew the remainder of the text.

ARTICLE 39 – MEDICAL APPOINTMENT FOR PREGNANT EMPLOYEES

- 39.01 Up to ~~half three decimal seven five (3.75)~~ **seven decimal five (7.5)** hours, or ~~four (4)~~ **eight (8)** hours where the standard work week is forty (40) hours per week, of reasonable time off with pay will be granted to pregnant employees for the purpose of attending routine medical appointments.
- 39.02 Where a series of continuing appointments are necessary for the treatment of a particular condition relating to the pregnancy, absences shall be charged to sick leave.

ARTICLE 40 – INJURY-ON-DUTY LEAVE

- 40.01 An employee shall be granted injury-on-duty leave with pay for ~~such period as may be reasonably determined by the Employer~~ **for the period of time that** ~~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~~ **recognized** 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.
- 40.02 If, during a period of sick leave, vacation leave or compensatory leave, an employee is or would have been eligible for injury-on-duty leave with pay under clause 40.01, the employee shall be granted injury-on-duty leave with pay and his or her paid leave credits shall be restored to the extent of any concurrent injury-on-duty leave with pay granted.

Delete clause 38.05

ARTICLE 42 - MATERNITY-RELATED REASSIGNMENT OR LEAVE

- 42.01 An employee who is pregnant or nursing may, during the period from the beginning of pregnancy to the end of the 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 work place committee or the health and safety representative.
- 42.02 An employee's request under clause 42.01 must be accompanied or followed as soon as possible by a medical certificate indicating the expected duration of the potential risk and the activities or conditions to avoid in order to eliminate the risk. Dependent upon the particular circumstances of the request, the Employer may obtain an independent medical opinion.
- 42.03 An employee who has made a request under clause 42.01 is entitled to continue in her current job while the Employer examines her request, but, if the risk posed by continuing any of her job functions so requires, she is entitled to be immediately assigned alternative duties until such time as the Employer:
- (a) modifies her job functions or reassigns her;
 - or
 - (b) informs her in writing that it is not reasonably practicable to modify her job functions or reassign her.
- 42.04 Where reasonably practicable, the Employer shall modify the employee's job functions or reassign her.
- 42.05 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~~ with 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.
- 42.06 An employee whose job functions have been modified, who has been reassigned or who is on leave of absence shall give at least two (2) weeks' notice in writing to the Employer of any change in duration of the risk or the inability as indicated in the medical certificate, unless there is a valid reason why that notice cannot be given. Such notice must be accompanied by a new medical certificate.

ARTICLE 44 – LEAVE WITHOUT PAY FOR THE CARE OF IMMEDIATE FAMILY

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

Renew the remainder of the text.

ARTICLE 45 - LEAVE WITH PAY FOR FAMILY-RELATED RESPONSIBILITIES

- 45.01 For the purpose of this Article, family is defined as 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 **other** relative ~~permanently residing in the employee's household or with whom the employee permanently resides.~~
- 45.02 The total leave with pay which may be granted under this Article shall not exceed ~~thirty seven decimal five (37.5)~~ **seventy-five (75)** hours, or ~~forty (40)~~ **eighty (80)** hours where the standard work week is forty (40) hours, in a fiscal year.
- 45.03 Subject to clause 45.02, 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.

ARTICLE 49 - BEREAVEMENT LEAVE WITH PAY

- 49.01 For the purpose of this Article, immediate family is defined as father, mother (or alternatively step-father, step-mother, or foster parent), brother, sister, spouse (including common-law partner ~~resident with the employee~~), child (including child of spouse or common-law partner), step-child or ward of the employee, grandchild, father-in-law, mother-in-law, **son-in-law, daughter-in-law and grandparent and grandparent of spouse**, and any relative permanently residing in the employee's household or with whom the employee permanently resides.
- 49.02 When a member of the employee's immediate family dies, an employee shall be entitled to a bereavement period of five (5) ~~consecutive calendar~~ **working** days which ~~must include the day of the funeral~~ **must be taken within a one (1) year period following the date of 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.
- 49.03 An employee is entitled to ~~one (1)~~ **three (3) working** 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 or uncle**.
- 49.04 **An employee is entitled, upon request, one (1) day of bereavement leave with pay for the purpose of acting as a pallbearer or mourner related to the death of an individual other than those described in clauses 49.01 or 49.03. This leave may be divided into two periods and granted on separate days.**
- 49.05 If, during a period of 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 49.02 and 49.03, 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.
- 49.06 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 49.02 and 49.03.

ARTICLE 51 – PERSONNEL SELECTION LEAVE

- 51.01 Where an employee participates in a personnel selection process, including the Agency's Staffing Complaint Process, for a position in the Canadian Food Inspection Agency, or the **personnel selection process and appeal process** where applicable, for positions in other **organizations listed in Schedules I to V of the *Financial Administration Act*** Agencies or Departments, ~~(as defined in the *Public Service Staff Relations Act*) with whom the Canadian Food Inspection Agency has agreements on areas of selection~~, 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 his or her presence is so required.

ARTICLE 52 – EDUCATION LEAVE WITHOUT PAY CAREER DEVELOPMENT LEAVE WITH PAY AND EXAMINATION LEAVE WITH PAY

Examination Leave With Pay

52.06 At the Employer's discretion, examination leave with pay may be granted to an employee for the purpose of **studying for and** writing an examination which takes place during the employee's scheduled hours of work. Such leave will only be granted where, in the opinion of the Employer, the course of study is directly related to the employee's duties or will improve his or her qualifications, **and will include a minimum of two (2) study days.**

Renew the remainder of the text.

ARTICLE 53 – LEAVE WITH OR WITHOUT PAY FOR OTHER REASONS

NEW

53.04 Donor Leave

An employee shall be granted leave with pay for such time as is necessary for the process of donating blood products, bone marrow or organs, and a recovery period as determined by a physician.

Renew the remainder of the text.

NEW

Snow Policy

ARTICLE 59 - WASH-UP TIME

The Union wishes to discuss the interpretation of this Article with the Employer. Amendments to the Article may be proposed following such discussion.

In slaughter and other environments, where clothing changes are necessary, where tools or utensils need to be prepared for use or cleaned, the working day shall include the time necessary to complete the tasks necessary to prepare personal protective equipment for the workplace.

RATES OF PAY, PAY APPENDICES AND PAY NOTES

The union will table a multi-faceted wage proposal which will address issues including, but not limited to:

- general economic increases
- elimination of GL and GS zones
- harmonization of pay rates with Treasury Board
- addressing pay disparity issues for groups
- addressing Compensation Specialist issues

NEW – MEMORANDUM OF UNDERSTANDING WITH RESPECT TO A PILOT JOINT LEARNING PROGRAM

This memorandum is to give effect to the agreement reached between the Employer and the Public Service Alliance of Canada in respect of PSAC/CFIA bargaining unit employees.

The Employer agrees to provide five-hundred thousand (500,000) dollars over the life of this collective agreement to fund a pilot joint learning program. The PSAC/Employer joint learning program will provide training on union/management issues.

The parties agree to the formation of a joint committee made up of an equal number of Union and Employer representatives to administer the funding. The committee shall meet within sixty (60) days of the signing of this agreement to confirm the committee's terms of reference and schedule of work.

Representatives of the parties will work together to develop terms of reference in advance of the first meeting of the committee. Terms of reference will include, but not be limited to, the joint nature of the committee's administration and decision making, expense allocation, access to training, the nature of the training to be provided, reporting requirements and assessment of results.

NEW – LEAVE WITH INCOME AVERAGING

The Union proposes adoption of the CFIA Policy on Leave With Income Averaging into the collective agreement.

NEW – LEAVE WITHOUT PAY FOR THE COMPASSIONATE CARE OF A FAMILY MEMBER

- XX.01 Both parties recognize the importance of access to leave to provide care or support to a gravely ill family member with a significant risk of death.
- XX.02 For the purpose of this Article, family is defined as father, mother (or alternatively stepfather, stepmother, or foster parent), brother, sister, spouse (including common-law spouse), parents of spouse, child (including child of common-law spouse), stepchild or ward of the employee, grandchild, grandparent, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, and any other person who is a member of a class of persons prescribed for the purposes of this definition “family member” in sub-section 23.1[1] of the Employment Insurance Act.
- XX.03 Subject to clause XX.02, an employee shall be granted leave without pay for the compassionate care of family in accordance with the following conditions:
- (a) an employee shall notify the Employer in writing the commencement date of such leave, unless, because of urgent or unforeseeable circumstances, such notice cannot be given;
 - (b) an employee shall provide the Employer a copy of a medical certificate as proof that the ill family member needs care or support and is at significant risk of death within 26 weeks. A certificate from another medical practitioner, such as a nurse practitioner, is acceptable when the gravely ill family member is in a geographic location where treatment by a medical doctor is limited or not accessible, and a medical doctor has authorized the other medical practitioner to treat the ill family member.
- XX.04 Leave granted under this article shall be for a minimum period of one (1) week.
- XX.05 If, during a period of sick leave, vacation leave or compensatory leave, an employee is advised of circumstances under which he or she would have been eligible for compassionate care leave without pay under clauses XX.02 and XX.03, the employee shall be granted compassionate care without pay and his or her paid leave credits shall be restored to the extent of any concurrent compassionate care leave without pay granted.

XX.06 Compassionate Care Allowance

- (a) An employee who has been on Compassionate Care Leave without pay, shall be paid a compassionate care 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 leave without pay,
 - (ii) provides the Employer with proof that he or she has applied for and is in receipt of compassionate care benefits of the *Employment Insurance Act* 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/her compassionate care 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 compassionate care allowance;
 - (C) should he or she fail to return to work in accordance with section (A) or should he or she return to work but fail to work the total period specified in section (B), he or she will be indebted to the Employer for an amount determined as follows:

$$\begin{array}{r} \text{(allowance received)} \quad \times \quad \text{(remaining period to be worked} \\ \text{following his/her return to work)} \\ \hline \text{[total period to be worked} \\ \text{as specified in (B)]} \end{array}$$

- (D) the repayment provided for in (C) will not apply in situations of :
- (i) death,
 - (ii) lay off,
 - (iii) 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),
 - (iv) the end of a specified period of employment, if the employee is rehired by the Employer within one (1) year following the end of the specified period of employment, and who fulfills the obligations specified in section (B), or
 - (v) having become disabled as defined in the *Public Service Superannuation Act*, or
 - (vi) when the employee takes a position with an organization listed in Schedules I to V of the *Financial Administration Act* that fulfills 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) Compassionate Care 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* Compassionate Care benefits, ninety-three per cent (93%) of his/her weekly rate of pay for each week of the waiting period, less any other monies earned during this period;
 - (ii) for each week in respect of which the employee receives Compassionate Care benefits, the difference between the gross weekly amount of the *Employment Insurance* Compassionate Care benefits he or she is eligible to receive and ninety-three per cent (93%) of his or her weekly rate of pay less any other monies earned during this period which may result in a decrease in *Employment Insurance* benefits to which he or 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 XX.06(c)(i) will be estimated and advanced to the employee. Adjustments will be made once the employee provides proof of receipt of EI compassionate benefits.
- (e) The Compassionate Care 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*.

- (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 compassionate care 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 compassionate care 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 she or he is appointed.
- (h) Notwithstanding paragraph (g), and subject to subparagraph (f)(ii), if on the day immediately preceding the commencement of Compassionate Care 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 while in receipt of Compassionate Care allowance, the allowance shall be adjusted accordingly.
- (j) Compassionate Care allowance payments made under the SUB Plan will neither reduce nor increase an employee's deferred remuneration or severance pay.

XX.07 Transitional Provisions

If, on the date of signature of this Agreement, any employee is currently on Compassionate Care leave without pay or has requested a period of such leave without pay but has not commenced the leave, he or she shall upon request be entitled to the provisions of this Article. Any application must be received before the termination date of the leave period originally requested.

NEW – JOB SECURITY

Contracting Out

- XX.01 There shall be no contracting out or privatization of bargaining unit work performed by employees, except by explicit mutual agreement in writing between the Union and the Employer.
- XX.02 The employer shall bring all currently sub-contracted 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.

Student Employment

The Union wishes to discuss the Agency's employment of students through various student employment programs.

Employment Transition Policy – Appendix B

The Union will propose amendments to the Employment Transition Policy.

NEW – SOCIAL JUSTICE FUND

XX.01 The Employer shall contribute one cent (1¢) 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.

NEW – MOBILITY RIGHTS

Article 37 – Vacation Leave With Pay

37.15 Appointment to or from another Public Service Employer

(a) Notwithstanding clause 37.09, an employee who resigns to accept an appointment with an organization listed in Schedules I to V of the *Financial Administration Act* may choose not to be paid for unused vacation leave credits, provided that the appointing organization will accept such credits.

(b) The Agency agrees to accept the unused vacation leave credits up to a maximum of two hundred and sixty-two decimal five (262.5) or two hundred and eighty (280) hours (in accordance with the employee's Hours of Work Code) of an employee who resigns from an organization listed in Schedules I to V of the *Financial Administration Act* in order to take a position with the Agency if the transferring employee is eligible and has chosen to have these credits transferred.

Article 38 – Sick Leave With Pay

38.09 Appointment from another Public Service Employer

The Agency agrees to accept the unused sick leave credits of an employee who resigns from an organization listed in Schedules I to V of the *Financial Administration Act* in order to take a position with the Agency.

Article 41 – Maternity Leave Without Pay

Maternity Allowance

41.02 (a) (iii)

(C) should she fail to return to work in accordance with sub-paragraph (A), or should she return to work but fail to work for the total period specified in sub-paragraph (B), for reasons other than death, lay-off, early termination due to lack of work or discontinuance of a function of a specified period of employment that would have been sufficient to meet the obligations specified in sub-paragraph (B), or having become disabled as defined in the *Public Service Superannuation Act*, she will be indebted to the Employer for an amount determined as follows:

(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 within a period of five (5) days or less, **or an employee taking a position with an organization listed in Schedules I to V of the *Financial Administration Act*** is not indebted for the amount if her new period of employment is sufficient to meet the obligations specified in sub-paragraph (B).

Article 43 – Parental Leave Without Pay

Parental Allowance

43.02 (a) (iii)

(C) should he or she fail to return to work in accordance with sub-paragraph (A) or should he or she return to work but fail to work the total period specified in sub-paragraph (B), for reasons other than death, lay-off, early termination due to lack of work or discontinuance of a function of a specified period of employment that would have been sufficient to meet the obligations specified in sub-paragraph (B), or having become disabled as defined in the *Public Service Superannuation Act*, 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 /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 within a period of five (5) days or less, **or an employee taking a position with an organization listed in Schedules I to V of the *Financial Administration Act*** is not indebted for the amount if his or her new period of employment is sufficient to meet the obligations specified in sub-paragraph (B).

NEW – WHISTLEBLOWING

XX.01 No employee shall be disciplined, harassed 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, or for providing information into an investigation into a disclosure of any wrongful act or omission, such as an offence against an Act of Parliament, or Act of a legislature of any province or territory 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 of the environment.

NEW – FITNESS ALLOWANCE

XX.01 The Employer shall provide an allowance of eight-hundred dollars (\$800) per year to employees for the purpose of participating in any fitness activity or program.

NEW – RED-CIRCLING SALARY FOR EMPLOYEES ON ACCOMMODATION

The Union wishes to discuss red-circling the salaries of employees who are accommodated by the Employer.

NEW – TERM EMPLOYEES

Article 36 – Leave General

36.11 Term employees that have been informed that their term will not be renewed will have the option to take their vacation leave and compensatory leave in cash.

Article 37 – Vacation Leave With Pay

37.02 (d) Service referred to in (c) above shall be deemed to include all breaks in employment between periods of student or term employment with the Agency that are not separated by a period of more than one calendar year without employment.

Article 38 – Sick Leave With Pay

38.07 Sick leave credits earned but unused by an employee during a previous period of employment in the Canadian Food Inspection Agency shall be restored to an employee whose employment was terminated by reason of layoff or **expiry of term employment** and who is reappointed in the Canadian Food Inspection Agency within two (2) years from the date of layoff or **expiry of term employment**.

Pay Increments – Pay notes

Term Employees (Full-Time and Part-Time): Entitlement for an increment after twelve (12) months of cumulative service with the Agency

(a) An employee appointed to a term position within the Agency shall receive an increment after having reached twelve (12) months of cumulative service with the Agency, at the same occupational group and level.

(b) For the purpose of defining when a determinate employee will be entitled to go to the next salary increment, “cumulative” means all service, whether continuous or discontinuous, with the Agency at the same occupational group and level.

NEW

Term employees will become indeterminate after 3 years as per TB Policy.

NEW – MEAT HYGIENE ALLOWANCE

XX.01 Effective January 1, 2008, an employee who performs meat inspection duties in an abattoir will receive a meat hygiene allowance for all hours worked, including overtime hours, at the rate of 4% of his or her straight time hourly rate of pay.

NEW - PRE-RETIREMENT LEAVE

Effective on the date of signing of this collective agreement, the Employer will provide five (5) days of paid leave per year, up to a maximum of twenty-five (25) days, to employees who have the combination of age and years of service to qualify for an immediate annuity without penalty under the *Public Service Superannuation Act*.

NEW - HAZARDOUS SUBSTANCES HANDLING ALLOWANCES

Employees who are trained, maintain their qualifications and are assigned to perform duties in one or more of the areas listed below, shall receive a monthly allowance of one hundred and fifty dollars (\$150) for each month the employee may be required by the Employer to perform one or more of the following:

- a) Nuclear Emergency Response
- b) Hazardous Material (HAZMAT) Response
- c) Chemical Emergency Response Team (CERT)
- d) Radiation Safety Officer duties

NEW – DANGEROUS GOODS ALLOWANCE

- a) An employee who is assigned the responsibility for packaging, shipping, receiving, labeling, transporting, inspecting, or otherwise handling Dangerous Goods must be certified by the employer in accordance with the *Transportation of Dangerous Goods Act*.
- b) Any employee certified pursuant to the *Transportation of Dangerous Goods Act* shall receive a monthly allowance of one hundred and fifty dollars (\$150.00) for each month where the employee maintains such certification.