

Bargaining Proposals

**Submitted by the
Professional Institute of the Public Service
on Behalf of the**

**Canadian Food Inspection Agency
Scientific and Analytical Group
(The Union)**

To

**The Canadian Food Inspection Agency
(The Employer)**

December 14, 2015

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Introduction

These proposals are submitted by the Professional Institute of the Public Service of Canada on behalf of the Scientific and Analytical (S & A) Group (the Union) at the Canadian Food Inspection Agency (the CFIA). In the proposal new language is represented by bolded text and language to be deleted is represented by a strikethrough. The Union reserves the right to submit proposals at a later date on pay, pay grid restructuring and duration, as well as on issues identified for discussion at the bargaining table. The Institute reserves the right to submit counter proposals to the employer's proposals.

The Union proposes the creation of an editorial committee to deal with editorial changes. We believe this will allow for better use of time when the bargaining teams meet. Within this committee the Union would like to discuss deleting references to "cash" and "regular monthly attendance registrars".

Article A1 – Purpose of the Agreement

A1.02 The parties to this Agreement share a desire to improve the quality of the Canadian Food Inspection Agency, to maintain professional standards and to promote the well-being and increased ~~efficiency~~ **effectiveness** of its employees to the end that the people of Canada will be well and effectively served. Accordingly, the parties are determined to establish within the framework provided by law, **a cooperative and collaborative effective** working relationship at all levels of the Canadian Food Inspection Agency in which members of the bargaining units are employed.

A7.01 Interpretation and Definitions

A7.01 (q) *The Union would like to discuss changes to the overtime definition in the collective agreement, in light of our introduction of the term regular daily schedule in the proposals on hours of work.*

A7.01 For the purpose of this Agreement:

...

(c) “compensatory leave” means leave with pay in lieu of ~~cash~~ payment for overtime, travelling time compensated at an overtime rate, call-back, and standby; (congé compensatoire)

...

A8.03 Publications and Authorship

...

A8.03 The Employer agrees that publications prepared by an employee within the scope of his employment will be retained on appropriate agency files for the normal life of such files. ~~The Employer will not unreasonably withhold permission for publication. At the Employers discretion, recognition of authorship will be given where practicable in Agency publications.~~ **On the request of an employee the Employer shall grant permission for publication and/or recognition of authorship.**

Article B1 – Hours of Work

This Article does not apply to the following:

- SE Group employees on flexible work year refer to Article B3, Special Hours of Work Provision, SE Group

B1.01 General

For the purpose of this Article, a week shall consist of seven (7) consecutive days beginning at 00:01 hours Monday and ending at 24:00 hours Sunday. The day is a twenty-four (24) hour period commencing at 00:01 hours.

B1.02 Normal Work Week

- (a) The scheduled work week shall be thirty-seven decimal five (37.5) hours and the scheduled work day shall be seven decimal five (7.5) consecutive hours, exclusive of a meal period, between the hours of 06:00 and 18:00. The normal work week shall be Monday to Friday inclusive. **The employee may request a regular daily schedule between 6am and 6 pm, to be approved by their direct supervisor.**
- (b) **When an employee requests a regular daily schedule or alteration of their regular daily schedule, the employer will either agree or disagree with the scheduled hours within one week.**
- (c) **Where there is a disagreement as to an employee's regular daily schedule, the employer will fix the employee's starting and finishing times, taking into account the factors outlined in (a) and operational requirements.**
- (d) **The employer may request that an employee vary their regular daily schedule to meet specific operational requirements. Such requests will be made at least one week in advance. An employee will agree or disagree with such requests within two working days.**

B1.03 Flexible Hours

Upon the request of an employee and the concurrence of the Employer, an employee may work flexible hours on a daily basis so long as the daily hours amount to seven decimal five (7.5).

B1.04 Days of Rest

An employee shall be granted two (2) consecutive days of rest during each seven (7) day period unless operational requirements do not so permit.

~~**B1.05 Monthly Attendance Registers**~~

~~Employees will submit monthly attendance registers; only those hours of overtime and absences need be specified.~~

B1.06 Compressed Work Week

Notwithstanding the provisions of this Article, upon request of an employee and the concurrence of the Employer, an employee may complete their weekly hours of employment in a period of other than five (5) full days provided that over a period of twenty-eight (28) calendar days the employee works an average of thirty-seven decimal five (37.5) hours per week. As part of the provisions of this clause, attendance reporting shall be mutually agreed between the employee and the Employer. In every twenty-eight (28) day period such an employee shall be granted days of rest on such days as are not scheduled as a normal work day for such employee.

Notwithstanding anything to the contrary contained in this Agreement, the implementation of any variation in hours shall not result in any additional overtime work or additional payment by reason only of such variation, nor shall it be deemed to prohibit the right of the Employer to schedule any hours of work permitted by the terms of this Agreement.

B1.07 Two (2) rest periods of fifteen (15) minutes each shall be scheduled during each normal working day.

Article B1 – continued

For Discussion

The Union would like to discuss several other elements of this clause and reserves the right to submit further proposals. These include, but are not limited to, monthly schedules and compressed work week.

For Discussion

The Union wishes to discuss the issue of costs incurred by employees as a result of changes in hours of work by the employer. The Union reserves the right to table further proposals on costs associated with employees whose hours are changed by the employer.

Article B2.10 - Shift Premium

The union wishes to discuss shift premium rates and reserves the right to table proposals on this at a later date.

B2.11 Weekend Premium

The Union would like to discuss weekend premiums and reserves the right to table proposals at a later date.

Article B4 – Overtime

This Article does not apply to the following:

- SE Group employees on flexible work year; refer to Article B3 - Special Hours of Work Provisions - SE Group.
- SE Group employees performing Field Research Work, refer to Article B9 – Field Research Allowance.

B4.01

When an employee is required by the Employer to work overtime they shall be compensated as follows:

- (a) on the employee's normal work day, at the rate of time and one-half (1½) for the first seven decimal five (7.5) overtime hours worked, and double (2) time thereafter;
- (b) on the employee's first day of rest, at time decimal five (1.5) for the first seven decimal five (7.5) overtime hours worked and double (2) time thereafter;
- (c)
 - (i) on the employee's second or subsequent day of rest, at double (2) time for each hour of overtime worked. Second or subsequent day of rest means the second or subsequent day in an unbroken series of consecutive and contiguous calendar days of rest;
 - (ii) notwithstanding clause (c) (i) above, if, in an unbroken series of consecutive and contiguous calendar days of rest, the Employer permits the employee to work the required overtime on a day of rest requested by the employee, then the compensation shall be at time decimal five (1.5) for the first day worked;
- (d)
 - (i) on a designated holiday, compensation shall be granted on the basis of time decimal five (1.5) for the first seven decimal five (7.5) hours worked, and double time (2) thereafter, in addition to the compensation that such employee would have been granted had such employee not worked on the designated holiday;

or

- (ii) when an employee works on a holiday, contiguous to a second day of rest on which such employee also worked and received overtime in accordance with clause B4.01 (c) (d) such employee shall be paid in addition to the pay that such employee would have been granted had such employee not worked on the holiday, two (2) times such employee's hourly rate of pay for all time worked.

B4.02 All calculations for overtime shall be based on each completed period of fifteen (15) minutes.

B4.03 Except in cases of emergency, call-back, standby or mutual agreement the Employer shall whenever possible give at least twelve (12) hours' notice of any requirement for the performance of overtime.

B4.04 When a payment is being made as a result of the application of this Article, the Employer will endeavour to make such payment within six (6) weeks following the end of the pay period for which the employee requests payment.

B4.05

- (a) An employee who works three (3) or more hours of overtime immediately before or immediately following such employee's scheduled hours of work shall be reimbursed for one (1) meal in the amount of **twelve dollars (\$12.00)** ~~ten dollars and fifty cents (\$10.50)~~, except where free meals are provided. Reasonable time with pay to be determined by the Employer shall be allowed to the employee in order to take a meal either at or adjacent to such employee's place of work.
- (b) When an employee works overtime continuously extending four (4) hours or more beyond the period provided in (a) above, such employee shall be reimbursed for one (1) additional meal in the amount of **twelve dollars (12.00)** ~~ten dollars and fifty cents (\$10.50)~~ except where free meals are provided. Reasonable time with pay, to be determined by the Employer, shall be allowed the employee in order that such employee may take a meal break either at or adjacent to such employee's place of work.
- (c) Clause B4.05 (a) and (b) shall not apply to an employee who is in travel status which entitles the employee to claim expenses for lodging and/or meals.

B4.06 **Where an employee is monitoring/working on a food recall or similar situation outside of their regularly daily schedule whether or not they are in the workplace, that employee shall be entitled to overtime in accordance with this clause for the period that they are monitoring or working on the situation.**

Article B5 - Call Back

B5.05 ~~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~~ **Time** spent by the employee reporting to work or returning to his residence shall ~~not~~ constitute time worked.

B5.06 When an employee is called back to work under the conditions described in clause B5.01 and is required to use transportation services other than normal public transportation services, the employee shall be reimbursed for reasonable expenses incurred as follows:

- (a) kilometric allowance at the rate normally paid by the Employer where the employee travels by means of his own automobile; or
- (b) out-of-pocket expenses for other means of commercial transportation.

~~Time spent by the employee called back to work or returning to his residence shall not constitute time worked.~~

Article B6 – Stand by

The Union wishes to discuss the Stand by article and reserves the right to table proposals at a later date.

B7.01 Designated Paid Holidays

B7.01 Subject to clause B7.02, the following days shall be designated paid holidays for employees:

(a) to (k) no change ...

NEW

(l) a day chosen by the employee

Article B8 – Travelling Time

B8.01 When the Employer requires an employee to travel outside such employee's headquarters area for the purpose of performing duties, **time spent in such travel shall be considered as time worked and** the employee shall be compensated in the following manner:

- (a) ~~On a normal working day on which such employee travels but does not work, the employee shall receive his regular pay for the day.~~
- (b) ~~On a normal working day on which such employee travels and works, the employee shall be paid:~~
 - (i) ~~his regular pay for the day for a combined period of travel and work not exceeding seven decimal five (7.5) hours,~~
 - and
 - (ii) ~~at the applicable overtime rate for additional travel time in excess of a seven decimal five (7.5) hour period 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 in any day.~~
- (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.~~

NEW

B8.01 (a) Travel during Regular Hours

Travel during regular hours shall be paid at the employee's straight-time hourly rate for all hours during his/her regularly scheduled hours of work (at minimum at the employee's daily rate of pay). When an employee is travelling for a period of more than one (1) day, his/her regularly scheduled hours of work shall be considered as being seven decimal five (7.5) consecutive hours (exclusive of a meal break) between the hours of 0600 and 1800 for each day of travel.

(b) Travel in Excess of Regular Hours

Travel in excess of regular hours shall be paid at time and one-half (1-1/2) the employee's straight-time hourly rate for:

- (i) **all hours other than in (a) above,**

and

(ii) the first seven decimal five (7.5) hours (exclusive of a meal break) on a Designated Holiday or first Day of Rest for travel or any combination of travel and work.

(c) **Travel on Designated Holidays and Days of Rest**

The employee shall be compensated at twice (2) the employee's straight-time hourly rate for hours travelled or any combination of travel and work in excess of seven decimal five (7.5) hours (exclusive of a meal break) on a Designated Holiday or first Day of Rest and all hours on a second and subsequent Day of Rest, except that where good sleeping accommodation is provided or available at no expense to the employee and the employee has eight (8) continuous hours between 2100 and 0600 hours to utilize such accommodation, that eight (8) hours shall be exempt from payment.

(d) **Unforeseen and Unavoidable Delays**

When an employee is subject to an unforeseen or unavoidable delay while travelling between assigned work locations, and that delay is at such a time and for such duration that the employee can utilize overnight accommodation, the employee shall be compensated for all hours of that delay at his/her straight-time hourly rate, except that where good sleeping accommodation is available at no expense to the employee and when the employee has eight (8) continuous hours available to him/her after 2100 and prior to 0600 hours to utilize such accommodation, that eight (8) hours will be exempt from payment. The straight-time payment will continue during the period of such delay until such time as the employee again commences travelling.

In the above where any hours involved are on a Designated Holiday or Days of Rest, the straight-time rate will be replaced as applicable in accordance with B8.01(b) and (c) above.

B8.09 Travel Status Leave

(a) An employee who is required to travel outside his headquarters area on government business, as these expressions are defined by the Employer, and is away from his permanent residence for ~~forty (40)~~ **twenty (20) nights** during a fiscal year shall be granted seven decimal five (7.5) hours off with pay. The employee shall be credited with an additional seven decimal five (7.5) hours off for each additional twenty (20) nights that the employee is away from his permanent residence to a maximum of eighty (~~80~~) **nights**.

B10.03 Leave – General

The Union wishes to discuss deleting the language “once in each fiscal year” in article 10.03. We believe this to be an editorial change.

The Union wishes to discuss delays in the approval of leave, and the choice between using leave as time off and payment.

B10.03 An employee is entitled, ~~once in each fiscal year,~~ to be informed, upon request, of the balance of his vacation or sick leave with pay credits.

Article B11 – Vacation

B11.02 Accumulation of Vacation Leave Credits

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

- (a) Applies to the following groups: AG, BI, CH, EN, ES, PG, CO, SE-RES-01, SE-RES-02, and SE-REM-01.
 - (i) nine decimal three seven five (9.375) hours at the employee’s straight-time hourly rate until the month in which the employee’s **first (1st)** anniversary of service occurs;
 - (ii) twelve decimal five (12.5) hours at the employee’s straight-time hourly rate commencing the month in which the employee’s **first (1st)** anniversary of service occurs;
 - ~~(iii) thirteen decimal seven five (13.75) hours at the employee’s straight-time hourly rate commencing with the month in which the employee’s sixteenth (16th) anniversary of service occurs;~~
 - ~~(iv) fourteen decimal three seven five (14.375) hours at the employee’s straight-time hourly rate commencing with the month in which the anniversary of the employee’s seventeenth (17th) year of service occurs;~~
 - ~~(v) fifteen decimal six two five (15.625) hours at the employee’s straight-time hourly rate commencing with the month in which the anniversary of the employee’s eighteenth (18th) year of service occurs;~~
 - ~~(vi) sixteen decimal eight seven five (16.875) hours at the employee’s straight-time hourly rate commencing with the month in which the employee’s twenty-seventh (27th) anniversary of service occurs;~~
 - ~~(vii) eighteen decimal seven five (18.75) hours at the employee’s straight-time hourly rate commencing with the month in which the anniversary of the employee’s twenty-eighth (28th) anniversary of service occurs.~~
 - (iii) *thirteen decimal seven five (13.75) hours commencing with the month in which his **fifth (16~~5~~th)** anniversary of service occurs;*

- (iv) *fourteen decimal three seven five (14.375) hours commencing with the month in which his **tenth** (~~17~~**10th**) anniversary of service occurs;*
- (v) *fifteen decimal six two five (15.625) hours per month commencing with the month in which his **fifteenth** (~~18~~**15th**) anniversary of service occurs;*
- (vi) *sixteen decimal eight seven five (16.875) hours commencing with the month in which his **twentieth** (~~27~~**20th**) anniversary of service occurs;*
- (vii) *eighteen decimal seven five (18.75) hours per month commencing with the month in which his **twenty-fifth** (~~28~~**25th**) anniversary of service occurs.*

B12.08 Sick Leave Notes

The Union would like to discuss the request of doctor's notes by managers.

B12.08 When the employer requires a note from a doctor or other medical certificate, the employer shall reimburse the employee for the cost of the note where a receipt is provided by the employee.

Article B13 – Bereavement Leave

B13.01 For the purpose of this clause, immediate family is defined as father, mother (or alternatively stepfather, stepmother or foster parent), brother, sister, spouse (including common-law partner), child (including ~~child~~ **children of spouse or** common-law partner), stepchild or ward of the employee, **foster child**, grandparent, grandchild, father-in-law, or mother-in-law, and any **other relative or person for whom the employee is responsible.** ~~permanently residing in the employee's household or with whom the employee permanently resides.~~

Article B 14 – Maternity and Parental Leave without Pay

14.02

- (a) An employee who has been granted maternity and/or parental leave without pay shall be paid an allowance in accordance with the terms of the Supplemental Unemployment Benefit (SUB) Plan described below providing he or she:**
- i. has completed six (6) months of continuous employment before the commencement of the leave,**
 - ii. provides the Employer with proof of application for and receipt of pregnancy or parental benefits in accordance with Employment Insurance or the Quebec Parental Insurance Plan in respect of insurable employment with the Employer, and**
 - ~~**iii. signed an agreement with the Employer stating that he or she will return to work following the approved leave period (unless modified by a period of other approved leave) for a period equal to that for which an allowance was paid.**~~
 - iii. has signed an agreement with the Employer stating that:**
 - (A) she will return to work for the Employer, Parks Canada, The Canada Revenue Agency or the Core Public Administration, 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 sub-paragraph (A), she will work for a period equal to the period she was in receipt of the maternity allowance;**
 - (C) should she fail to return to work for the Employer, Parks Canada, The Canada Revenue Agency or the Core Public Administration, 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 by the Employer, Parks Canada, The Canada Revenue Agency or the Core Public Administration 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 sub-paragraph (B).

Article B16 – Medical Appointment for Pregnant Employees

B16.01 ~~Up to three decimal seven five (3.75) hours of reasonable time~~ **Time** off with pay will be granted to pregnant employees for the purpose of attending medical appointments to do with the pregnancy

Article B17 – Leave Without Pay for Care of Immediate Family

The Union proposes to use same definition as for bereavement proposed in B13.01. The Union reserves the right to table further proposals based on discussions at the bargaining table.

~~**B17.01** For the purpose of this Article, family is defined as spouse (or common-law partner residing with the employee), child (including foster children or children of spouse or common-law partner), or parents (including step-parents or foster parents), and any relative permanently residing in the employee's household or with whom the employee permanently resides.~~

B13.01 For the purpose of this clause, immediate family is defined as father, mother (or alternatively stepfather, stepmother or foster parent), brother, sister, spouse (including common-law partner), child (including children of spouse or common-law partner), stepchild or ward of the employee, foster child, grandparent, grandchild, father-in-law, or mother-in-law, and any other relative or person for whom the employee is responsible.

Article B20 – Leave with Pay for Family Related Responsibilities

The Union proposes to use same definition as for bereavement proposed in B13.01 Bereavement Leave with Pay, except for word “immediate”.

- B20.01**
- ~~(a) For the purpose of this Article, family is defined as spouse (or common-law partner resident with the employee), child (including foster child or child of legal or common-law partner), or parent (including step-parent or foster parent), and any relative permanently residing in the employee’s household or with whom the employee permanently resides.~~
 - (a) For the purpose of this clause, immediate family is defined as father, mother (or alternatively stepfather, stepmother or foster parent), brother, sister, spouse (including common-law partner), child (including children of spouse or common-law partner), stepchild or ward of the employee, foster child, grandparent, grandchild, father-in-law, or mother-in-law, and any other relative or person for whom the employee is responsible.**
 - (b) The total leave with pay which may be granted under this Article shall not exceed ~~thirty-seven~~ **fifty-two** decimal five (**52.5** ~~37.5~~) hours in a fiscal year.**
 - (c) Subject to sub-clause B20.01 (b) the Employer shall grant leave with pay under the following circumstances:**
 - no change in (i) to iv)*
 - (v) seven decimal five (7.5) hours out of thirty-seven decimal five (37.5) hours stipulated in B20.01(c) may be used:**
 - (a) To attend school functions, if the supervisor was notified of the function as far in advance as possible;**
 - (b) to provide for the employee’s child in the case of an unforeseeable closure of the school or daycare facility;**
 - (c) 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**
 - (d) For other purposes related to the employee’s family responsibilities.**
- B20.02 No personal information shall be requested by the employer for justification of such leave.**

Article B25 - Other Leave with Pay

B25.02 Volunteer leave

Subject to operational requirements as determined by the Employer and with an advance notice of at least five (5) working days, the employee shall be granted, in each fiscal year, up to fifteen ~~seven decimal five (157.5)~~ hours of 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.

The Leave will be scheduled at a time convenient both to the employee and the Employer. Nevertheless, the Employer shall make every reasonable effort

B25.03 Personal Leave

Subject to operational requirements as determined by the Employer and with an advance notice of at least (5) working days, the employee shall be granted, in each fiscal year, up to ~~seven decimal five (7.5)~~ **fifteen (15)** hours leave with pay for reasons of a personal nature.

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.

Article B27 – Career Development

B27.01 General

The parties recognize that in order to maintain and enhance professional expertise, employees, from time to time, need to have an opportunity to attend or participate in career development activities described in this Article.

B27.02 Education Leave

- (a) An employee may be granted education leave without pay for varying periods up to one (1) year, which can be renewed by mutual agreement, to attend a recognized institution for additional or special studies in some field of education in which special preparation is needed to enable the employee to fill the employee's present role more adequately, or to undertake studies in some field in order to provide a service which the Employer requires or is planning to provide.
- (b) An employee on Education Leave without pay under this clause shall receive an allowance in lieu of salary of not less than fifty percent (50%) of his basic salary. The percentage of the allowance is at the discretion of the Employer. Where the employee receives a grant, bursary or scholarship, the education leave allowance may be reduced. In such cases, the amount of the reduction shall not exceed the amount of the grant, bursary or scholarship.
- (c) Allowances already being received by the employee may, at the discretion of the Employer, be continued during the period of the education leave. The employee shall be notified when the leave is approved whether such allowances are to be continued in whole or in part.
- (d) As a condition to the granting of education leave, an employee shall, if required, give a written undertaking prior to the commencement of the leave to return to the service of the Employer for a period of not less than the period of the leave granted. If the employee, except with the permission of the Employer:
 - (i) fails to complete the course,

(ii) does not resume employment with the Employer on completion of the course,

or

(iii) ceases to be employed, except by reason of death or lay-off, before termination of the period he has undertaken to serve after completion of the course, the employee shall repay the Employer all allowances paid to the employee under this clause during the education leave or such lesser sum as shall be determined by the Employer.

B27.03 Attendance at Conferences and Conventions

- (a) Career development refers to an activity which is, in the opinion of the Employer, likely to be of assistance to the employee in furthering 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, **conference, professional association meetings** or study session in a specialized field ~~offered~~ directly related to the employee's work.
- (b) The parties to this Agreement recognize that attendance or participation at conferences, conventions, symposia, workshops, and other gatherings of a similar nature contributes to the maintenance of high professional standards.
- (c) In order to benefit from an exchange of knowledge and experience, an employee shall have the opportunity ~~on occasion~~ to attend conferences and conventions which are related to his field of specialization, subject to budgetary and operational constraints.
- (d) **The Employer shall allow each employee one conference or convention per year, the employee will be on leave with pay and entitled to reimbursement of reasonable expenses including registration fees to attend such gatherings. Leave with pay for additional conferences may be approved subject to operational and budgetary requirements, in such cases reasonable expenses**

including registration fees to attend such gatherings will be paid by the employer.

....

B27.04 Professional Development

- (a) The parties to this Agreement share a desire to improve professional standards by giving the employees the opportunity on occasion:
 - (i) to participate in workshops, short courses or similar out-service programs to keep up to date with knowledge and skills in their respective fields,
 - (ii) to conduct research or perform work related to their normal research programs in institutions or locations other than those of the Employer,
 - (iii) to carry out research in the employee's field of specialization not specifically related to his assigned work projects when in the opinion of the Employer such research is needed to enable the employee to fill his present role more adequately.
- (b) Subject to the Employer's approval, an employee shall receive leave with pay in order to participate in the activities described in sub-clause B27.04 (a).
- (c) An employee may apply at any time for professional development under this clause, and the Employer may select an employee at any time for such professional development.
- (d) When an employee is selected by the Employer for professional development under this clause, the Employer will consult with the employee before determining the location and duration of the program of work or studies to be undertaken.
- (e) An employee selected for professional development under this clause shall continue to receive his normal compensation including any increase for which he may become eligible. The employee shall not be entitled to any compensation under Articles B4 - Overtime or B8 - Travelling Time while on professional development under this clause.

- (f) An employee on professional development under this clause may be reimbursed for reasonable travel expenses and such other additional expenses as the Employer deems appropriate.

B27.05 Scientific Conferences and Professional Development

Clauses B27.05, B27.06, and B27.07 apply to the SE Group only.

The parties to this Agreement recognize that attendance at scientific conferences, workshops and other gatherings of a similar nature constitutes an integral part of a scientist's research activities and that attendance and participation in such gatherings is recognized as an element in the conduct of scientific research.

B27.06 Scientific Conferences

- (a) An employee will attend scientific conferences related to such employee's field of specialization when it is deemed by management that such attendance will benefit the research program.
- (b) The employee may recommend to management, conferences, workshops, and other gatherings of a similar nature, which such employee deems relevant and beneficial to the research program.
- (c) An employee who attends such a conference, workshop, and other gatherings of a similar nature, shall be considered to be on duty and, as required, in travel status.
- (d) An employee shall not be entitled to any compensation under Article B8 - Travelling Time in respect of hours such employee is travelling to or from a conference or similar gathering.

B27.07 Professional Development

- (a) The parties recognize the desirability to improve professional standards by giving employees the opportunity to conduct research or to perform work related to their normal research programs in institutions or locations other than

their normal place of work, including non-Canadian Food Inspection Agency locations.

- (b) An employee, in consultation with the Employer, may apply at any time for professional development under this clause, and the Employer shall make a reasonable effort to grant such professional assignments subject to operational requirements.
- (c) An employee may be selected by the Employer for such development under this clause, in which case the Employer will consult with the employee before determining the location and duration of the program of work or studies to be undertaken.
- (d) An employee selected for professional development under this clause will continue to receive his normal compensation including any increase or improvement for which such employee may become eligible.
- (e) An employee on professional development under this clause may be reimbursed for reasonable travel expenses and such other additional expenses as the Employer deems appropriate.

B27.08 Selection Criteria

- (a) ~~Should~~ The Employer **shall** establish selection criteria for granting leave under clauses B27.02 through B27.07 **for each occupation a specified group**, a copy of these criteria will be provided to an employee who so requests and to the Institute Representative on the Canadian Food Inspection Agency Career Development Consultation Committee. The Employer, on request, will consult with the Institute Representative on the Committee with regard to the selection criteria.
- (b) Applications for leave under clauses B27.02 through B27.07 will be reviewed by the ~~Employer~~ **CFIA Career Development Consultation Committee. The employer shall produce annual statistics for the CFIA Career Development Consultation Committee on conference attendance applications (denied and**

approved). A list of the names of the applicants to whom the Employer grants leave under clauses B27.02 through B27.07, **a list of names of applicants who were denied leave and granted leave under these same clauses, and such other statistics as the parties agree would be useful for the deliberations of the CFIA Career Development Consultation Committee will be** provided by the Employer to the CFIA Career Development Consultation Committee. ~~will be provided to the Institute Representative on the Canadian Food Inspection Agency Career Development Consultation Committee.~~

B27.09 Canadian Food Inspection Agency Career Development Committee

Consultation Committee

- (a) The parties to this collective agreement acknowledge the mutual benefits to be derived from consultation on Career Development. To this effect the parties agree that such consultation will be held at the Agency level either through the existing Joint Consultation Committee or through the creation of a Canadian Food Inspection Agency Career Development Consultation Committee. A consultation committee, as determined by the parties, may be established at the local, regional or national level.
- (b) The Canadian Food Inspection Agency Consultation Committee shall be composed of mutually agreeable numbers of employees and Employer representatives who shall meet at mutually satisfactory times. Committee meetings shall normally be held on the Employer's premises during working hours.
- (c) Employees forming the continuing membership of the Canadian Food Inspection Agency Consultation Committees shall be protected against any loss of normal pay by reason of attendance at such meetings with management, including reasonable travel time where applicable.
- (d) The Employer recognizes the use of such committees for the purpose of providing information, discussing the application of policy, promoting understanding and reviewing problems.
- (e) It is understood that no commitment may be made by either party on a subject that is not within their authority or jurisdiction, nor shall any commitment made be construed as to alter, amend, add to or modify the terms of this Agreement.
- (f) **The committee will function according to agreed upon terms of reference.**

- (g)** The employer will provide annual data to the committee members on conference attendance, the various types of professional development leaves and training that employees request and receive each year, such as, but not limited to:
- requests to attend conferences
 - approvals to attend conferences
 - denials to attend and reasons for
 - professional development requests
 - professional development approvals
 - professional development denials and reasons

B27.10 Training

The Union wishes to discuss possible ways training may be addressed in collective bargaining. The Union reserves the right to make proposals on this topic.

Article B30 – Professional Fees

NEW

30.02 **Where membership in a professional association is not a requirement for the continuation of the performance of the duties of an employee’s position, but such professional accreditation contributes to the objectives of the employer:**

- (a) the employer shall reimburse an employee for his/her membership or registration fee paid to one regulatory body or one bona fide association relevant to the employee’s profession to a maximum of \$1,000 per year.**

- (b) this clause is effective for membership year 2014 and beyond.**

Article B35 - Compensatory Leave with Pay

- B35.01** Upon request by the employee ~~and at the discretion of the Employer~~, compensation earned under Articles B4 – Overtime, B5 Call-Back, B6 Standby, travelling time compensated at an overtime rate under Article B8 – Travelling Time, and B9 Scientific Research Allowances may be taken in the form of compensatory leave, which will be calculated at the premium rate laid down in the applicable Article.
- B35.02** The Employer shall grant compensatory leave at times convenient to ~~both~~ the employee ~~and the Employer~~.
- B35.04** 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 at the time of the request

The Union would like to discuss the use and granting of compensatory leave to employees. The Union reserves the right to table proposals on this matter

Article C2 - Use of Employer Facilities

C2.01 Access by an Institute Representative

An accredited representative of the Institute may be permitted access to the Employer's premises on stated Institute business and to attend meetings called by management. Permission to enter the premises shall, in each case, be obtained from the Employer.

C2.02 Bulletin Boards

Reasonable space on bulletin boards, including an electronic link from the CFIA Intranet page to the Institute Web Site, will be made available to the Bargaining Agent for the posting of official notices, in convenient locations determined by the Employer and the Institute. Notices or other material, including E-mail shall require the prior approval of the Employer, except notices relating to the business affairs of the Institute and social and recreational events. The Employer shall have the right to refuse the posting of any information which the Employer considers adverse to the Employer's interests or to the interests of any of the Employer's representatives.

C2.03 Institute Literature

The Union would like to discuss the application and clarification of this article. The union reserves the right to table language at a later date.

C2.04 Meeting Rooms

The union shall be entitled to use employer meeting rooms to meet with members upon request and subject to operational requirements. The Employer shall respond to such requests within one week.

C4.04 Leave for Stewards

C4.01 The Employer acknowledges the right of the Institute to appoint Stewards from amongst the members of bargaining units for which the Institute is the certified bargaining agent. **The Employer recognizes the important contribution that stewards make to maintaining harmonious industrial relations and building a good working environment.**

...

C4.04 ~~Operational requirements permitting,~~ The Employer shall grant leave with pay to an employee to enable such employee to carry out his functions as a Steward on the Employer's premises. ~~When the discharge of these functions require an employee who is a Steward to leave such employee's normal place of work, the employee shall report his return to his supervisor whenever practicable.~~

The Union wishes to discuss the administration of Leave for Stewards by management. The Union reserves the right to table further proposals on steward leave.

Article C10 – Deadline for filing a grievance at First Level

- C10.12** An employee may present a grievance to the First Level of the grievance procedure in the manner prescribed in clause C10.07 not later than the ~~thirty-fifth (35th)~~ **one hundredth 100th** calendar day after the date on which he or she is notified orally or in writing or on which he or she first becomes aware of the action or circumstances giving rise to the grievance.

Article D2 - Employee Performance Review and Employee Files

D2.01 For the purposes of this article,

- (a) A formal assessment and/or appraisal of an employee's performance means any written assessment and/or appraisal by any supervisor of how well the employee has performed his assigned tasks during a specified period in the past;
- (b) Formal assessment and/or appraisals of employee performance shall be recorded on a form prescribed by the Employer for this purpose.

D2.02

- (a) When a formal assessment of an employee's performance is made, the employee concerned must be given an opportunity to sign the assessment form in question upon its completion to indicate that its contents have been read. An employee's signature on his assessment form shall be considered to be an indication only that its contents have been read and shall not indicate his concurrence with the statements contained on the form.

A copy of the employee's assessment form shall be provided to him at the time the assessment is signed by the employee.

- (b) The Employer's representative(s) who assesses an employee's performance must have observed or been aware of the employee's performance for at least one-half (1/2) of the period for which the employee's performance is evaluated.

D2.03

When an employee disagrees with the assessment and/or appraisal of his work he shall have the right to present written counter arguments to the manager(s) or committee(s) responsible for the assessment and/or appraisal decision. **These counter arguments will be attached to the assessment and filed with the assessment.**

D2.04

Upon written request of an employee, the personnel file(s) of that employee shall be made available ~~once per year~~ for his examination in the presence of an authorized representative of the Employer.

D2.05

When a report pertaining to an employee's performance or conduct is placed on that employee's personnel file, the employee concerned shall be given; ~~an opportunity to sign the report in question to indicate that its contents have been read.~~

- (a) a copy of the report placed on their file;**
- (b) an opportunity to sign the report in question to indicate that its contents have been read; and**
- (c) an opportunity to submit such written representations as the employee may deem appropriate concerning the report and to have such written representations attached to the report and included with that report in the employee's file.**

D2.06

NEW

- (a) Prior to an employee appraisal the employee shall be given:**
 - i. the evaluation form which will be used for the appraisal; and**
 - ii. any written document which provides instructions to the person conducting the appraisal.**
- (b) If during the appraisal, either the form or instructions are changed, they shall be given to the employee.**

NEW

Training and Performance Management

D2.07

Where an employee's annual performance evaluation or written performance objectives refer to a need for training in a particular subject area in order to fulfil a particular work related objective, that employee shall be entitled to training required to ensure they can meet that objective.

D2.08

Management shall provide the employee with the training necessary to complete their written performance objectives or any other need identified in the annual performance evaluation.

D2.09 When progress on a performance objective identifies a need for employee training the employee shall identify this need to their supervisor and the employee and the supervisor shall meet to discuss a revision to the objectives and training needs laid out at the outset of the year.

D2.10 Where such training as referred to in D2.07 – D2.09 is not available or the employee was not permitted to attend, an employee will not be evaluated on those performance objectives that required training.

NEW

Performance Management Quota

D2.11 The employer shall not require any quotas with respect to the number of employees whose performance evaluations receive a particular rating.

Right to Representation in the Performance Review Process

D2.12 The employee shall be entitled to be accompanied by a union representative during any of the following;

- (a) a meeting to discuss their performance assessment; and
- (b) for cases where unsatisfactory performance has been identified, any meetings where action plans are established and monitored.

D2.13 Any performance management appraisal shall be restricted to an evaluation of work objectives.

D2.14 Employees shall have the right to grieve their performance review, up to and including adjudication.

Article D4 – Sexual Harassment

The Union wishes to discuss article D4 concerning sexual harassment. It reserves the right to table language at a later date on the issue.

The Union wishes to discuss domestic violence and reserves the right to table proposals at a later date.

Article D5 – No Discrimination

The Union wishes to discuss changes to this article. It reserves the right to table proposals at a later date.

Article E1 – Pay

E1.08 Acting Pay

When an employee is required by the Employer to substantially perform the duties of a higher classification level on an acting basis for ~~the required number of three (3)~~ **one (1) or more** consecutive working days, such employee shall be paid acting pay calculated from the date on which he commenced to act as if such employee had been appointed to that higher classification level for the period in which such employee acts.

When a day designated as a paid holiday occurs during the qualifying period, the holiday shall be considered as a day worked for the purpose of the qualifying period.

NEW

Article X1 – Workload

The Union would like to discuss workload issues within the bargaining unit. The Union reserves the right to table proposals at a later date.

NEW

Article X2 – Essential Services

XX.XX The parties will begin consultations on the determination of Essential Services within one week of the beginning of the 60-day consultation period as provided for by the *Public Service Labour Relations Act*.

XX.XX The parties agree that they will engage in meaningful consultation, preceded by the provision of full and complete information to the Institute in advance of the commencement of consultation.

XX.XX The Employer shall provide leave with pay to employees who act as Institute representatives on the Union’s Essential Services Consultation Teams.

NEW

Article X3 – Pre-Retirement Leave

The Union wishes to discuss pre retirement leave and pre retirement transition leave. The Union reserves the right to table proposals at a later date on these subjects.

Article X4 - Staffing

*The Union wishes to discuss concerns over acting and term positions as well as other staffing matters.
The Union reserves the right to table proposals on staffing at a later date.*

Article X5 – Contracting Out and Organizational Change

The Union reserves the right to table proposals on contracting out and organizational change at a later date.

Article X6 - Employment Transition Appendix

The Union reserves the right to table proposals on the Employment Transition Appendix at a later date.

Article X7 – Scientific Integrity

The Union reserves the right to table proposals related to scientific integrity at a later date.

Article X8 – Workplace Wellness

The Union wishes to discuss workplace wellness. It reserves the right to table proposals at a later date.

Appendix A – Annual Rates of Pay

The Institute reserves the right to table pay proposals at a later date.