

COLLECTIVE AGREEMENT

BETWEEN :



Canadian Food
Inspection Agency

Agence canadienne
d'inspection des aliments

AND :



The Professional Institute of
the Public Service of Canada

L'Institut professionnel de la
fonction publique du Canada

REGARDING THE:

SCIENTIFIC AND ANALYTICAL (S&A) GROUP
BARGAINING UNIT

Expiry: 2003/09/30

Canada

Agreement

Between

The Canadian Food Inspection Agency

And

The Professional Institute of the
Public Service of Canada

Expiry Date: September 30, 2003

**Canadian Food Inspection Agency
Labour Relations Division
Collective Bargaining Unit
3 Observatory Crescent, Building #3
Central Experimental Farm
Ottawa, ON K1A 0G6**

"Minister of Public Works and Government Services Canada 2002

Catalogue No.A104-3/2003

ISBN:0-662-66509-0

**Professional Institute of the Public Service of Canada
53 Auriga Drive
Nepean, ON K2E 8C3**

TABLE OF CONTENTS	PAGE
PART A - GENERAL	
ARTICLE A1 - PURPOSE OF AGREEMENT	1
ARTICLE A2 - RECOGNITION	1
ARTICLE A3 - APPLICATION	2
ARTICLE A4 - OFFICIAL TEXTS	2
ARTICLE A5 - MANAGEMENT RIGHTS	2
ARTICLE A6 - RIGHTS OF EMPLOYEES	3
ARTICLE A7 - INTERPRETATION AND DEFINITIONS . . .	3
ARTICLE A8 - PUBLICATIONS AND AUTHORSHIP. . . .	6
PART B - WORKING CONDITIONS	
ARTICLE B1 - HOURS OF WORK.	8
**ARTICLE B2 - SHIFT WORK	10
ARTICLE B3 - SPECIAL HOURS OF WORK PROVISIONS SE GROUP	14
**ARTICLE B4 - OVERTIME	15
**ARTICLE B5 - CALL-BACK	19
ARTICLE B6 - STANDBY	21
ARTICLE B7 - DESIGNATED PAID HOLIDAYS	23
ARTICLE B8 - TRAVELLING TIME	25
*+ARTICLE B9 - SCIENTIFIC RESEARCH ALLOWANCES	28

ARTICLE B10	-	LEAVE-GENERAL	31
**ARTICLE B11	-	VACATION LEAVE	32
ARTICLE B12	-	SICK LEAVE	40
""ARTICLE B13	-	BEREAVEMENT LEAVE	42
ARTICLE B14	-	MATERNITY LEAVE WITHOUT PAY . .	44
ARTICLE B15	-	PARENTAL LEAVE WITHOUT PAY . . .	52
ARTICLE B16	-	MATERNITY-RELATED REASSIGNMENT OR LEAVE	61
ARTICLE B17	-	MEDICAL APPOINTMENT FOR PREGNANT EMPLOYEES	63
ARTICLE B18	-	LEAVE WITHOUT PAY FOR THE CARE AND NURTURING OF PRE-SCHOOL AGE CHILDREN	64
ARTICLE B19	-	LEAVE WITHOUT PAY FOR THE LONG-TERM CARE OF A PARENT	65
ARTICLE 820	-	LEAVE WITHOUT PAY FOR PERSONAL NEEDS	66
ARTICLE B21	-	LEAVE WITHOUT PAY FOR RE LOCATION OF SPOUSE	67
**ARTICLE B22	-	LEAVE WITH PAY FOR FAMILY-RELATED RESPONSIBILITIES	68
ARTICLE 823	-	MARRIAGE LEAVE WITH PAY	69
ARTICLE B24	-	COURT LEAVE WITH PAY	70
ARTICLE B25	-	PERSONNEL SELECTION LEAVE WITH PAY	71

ARTICLE B26	-	INJURY-ON-DUTY LEAVE WITH PAY	. 71
ARTICLE B27	-	EXAMINATION LEAVE	..... 72
ARTICLE B28	-	OTHER LEAVE WITH PAY	..... 72
ARTICLE B29	-	OTHER LEAVE WITHOUT PAY	..... 73
ARTICLE B30	-	CAREER DEVELOPMENT	..... 73
**ARTICLE B31	-	SEVERANCE PAY	..... 82
ARTICLE 832	-	STATEMENT OF DUTIES	..... 87
ARTICLE B33	-	REGISTRATION FEES	..... 87
ARTICLE B34	-	IMMUNIZATION	..... 87
ARTICLE B35	-	TECHNOLOGICAL CHANGE	..... 87
ARTICLE B36	-	SAFETY AND HEALTH	..... 90
ARTICLE B37	-	RELIGIOUS OBSERVANCE	..... 90

PART C - STAFF RELATIONS MATTERS

ARTICLE C1	-	CHECK-OFF	..... 92
**ARTICLE C2	-	USE OF EMPLOYER FACILITIES	..... 94
ARTICLE C3	-	INFORMATION	..... 95
ARTICLE C4	-	STEWARDS	..... 95
ARTICLE C5	-	LEAVE FOR STAFF RELATIONS MATTERS	..... 96
ARTICLE C6	-	CONTRACTING OUT	..... 101
ARTICLE C7	-	JOB SECURITY	..... 102

ARTICLE C8	-	ILLEGAL STRIKES	102
ARTICLE C9	-	INTERPRETATION OF AGREEMENT	102
**ARTICLE C10	-	GRIEVANCE PROCEDURE	103
ARTICLE C11	-	JOINT CONSULTATION	110
ARTICLE C12	-	STANDARDS OF DISCIPLINE	111
**ARTICLE C13	-	EMPLOYEES ON INDUSTRIAL PREMISES	112
PART D - OTHER TERMS AND CONDITIONS			
**ARTICLE D1	-	PART-TIME EMPLOYEES	113
ARTICLE D2	-	EMPLOYEE PERFORMANCE REVIEW AND EMPLOYEE FILES	117
ARTICLE D3	-	EMPLOYMENT REFERENCES	119
ARTICLE D4	-	SEXUAL HARASSMENT	119
ARTICLE D5	-	NO DISCRIMINATION	120
PART E - PAY AND DURATION			
*ARTICLE E1	-	PAY	121
**ARTICLE E2	-	NATIONAL JOINT COUNCIL	124
ARTICLE E3	-	AGREEMENT RE-OPENER	127
+*ARTICLE E4	-	DURATION..	127
**APPENDIX A - ANNUAL RATES OF PAY			
AG	-	Agriculture Group	129
BI	-	Biological Sciences Group	130

CH		Chemistry Group	131
CO		Commerce Group	132
EN	-	Engineering and Land Survey Group .	133
ES		Economics, Sociology and Statistics Group	134
PG	-	Purchasing and Supply Group	135
SE	-	Scientific Research Group	136
PAY NOTES	-	. . . . .	138
LOWEST INCREMENT TABLES		. . . . .	144
APPENDIX B	-	EMPLOYMENT TRANSITION APPENDIX	148
**APPENDIX C	-	VACATION CONVERSION TABLE . . .	183

**** Asterisks denote changes from the previous Collective Agreement.**

PART A - GENERAL

ARTICLE A1 PURPOSE OF AGREEMENT

- A1.01** The purpose of this Agreement is to maintain harmonious and mutually beneficial relationships between the Employer, the employees and the Institute, to set forth certain terms and conditions of employment relating to remuneration, hours of work, employee benefits and general working conditions affecting employees covered by this 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 of its employees to the end that the people of Canada will be well and effectively served. Accordingly, they are determined to establish within the framework provided by **law**, an effective working relationship at all levels of the Canadian Food Inspection Agency in which members of the bargaining units are employed.

ARTICLE A2 RECOGNITION

- A2.01** The Employer recognizes the Institute as the exclusive Bargaining Agent for all employees described in the certificate issued by the Public Service Staff Relations Board on October 27, 1997 and subsequently amended by said Board on April 20, 1999 and December 22, 1999 covering

employees of the Scientific & Analytical (S&A) Bargaining Unit.

- A2.02** The Employer recognizes that it is a proper function and a right of the Institute to bargain with a view to arriving at a Collective Agreement and the Employer and the Institute agree to bargain in good faith, in accordance with the provisions of the *Public Service Staff Relations Act*.

**ARTICLE A3
APPLICATION**

- A3.01** The provisions of this Agreement apply to the Institute, employees and the Employer.
- A3.02** In this Agreement, words importing the masculine gender shall include the feminine gender.

**ARTICLE A4
OFFICIAL TEXTS**

- A4.01** Both the English and French texts of this Agreement shall be official.

**ARTICLE A5
MANAGEMENT RIGHTS**

- A5.01** All the functions, rights, powers and authority which the Employer has not specifically abridged, delegated or modified by this Agreement are recognized by the Institute as being retained by the Employer.

**ARTICLE A6
RIGHTS OF EMPLOYEES**

A6.01 Nothing in this Agreement shall be construed as an abridgement or restriction of an employee's constitutional rights or of any right expressly conferred in an Act of the Parliament of Canada.

**ARTICLE A7
INTERPRETATION AND DEFINITIONS**

A7.01 For the purpose of this Agreement:

- (a) "bargaining unit" means the employees of the Employer in one of the groups described in Article A2 - Recognition; (unit6 de négociation)
- (b) "common-law spouse" relationship is said to exist when, for a continuous period of at least one year, an employee **has** lived with a person, publicly **represented that** person to be his/her spouse, and continues to live with that person as if that person were his/her spouse; (conjoint de fait)
- (c) "continuous employment" has the same meaning as specified in the Employer's Terms and conditions of Employment on the date of signing of this agreement; (emploi cotinu)
- (d) "daily rate of pay" means an employee's weekly rate of pay divided by five (5); (taux de rémunération journalier)

-
- (e) "day of rest" in relation to an employee means a day, other than a designated paid holiday, on which that employee is not ordinarily required to perform the duties of their position other than by reason of their being on leave; (jour de repos)
 - (f) "designated paid holiday" means the twenty-four (24) hour period commencing at **00:01** hour of a day designated as a holiday in this Agreement; (jour férié désigné payé)
 - (g) "double time" means two (**2**)times the employee's hourly rate of pay; (tarif double)
 - (h) "employee" means a person so defined by the Public Service *Staff* Relations Act and who is a member of the bargaining unit; (employé)
 - (i) "Employer", means Her Majesty in right of Canada as represented by the Canadian Food Inspection Agency, and includes any person authorized to exercise the authority of the Canadian Food Inspection Agency; (**Employeur**)
 - (j) "headquarters area" has the same meaning as given to the expression in the Travel **Policy**; (région du lieu d'affectation)
 - (k) "hourly rate of pay" means a full-time employee's weekly rate of pay divided by thirty-seven and one-half (**37.5**); (taux de rémunération horaire)

- n
- (l) "institute" means the Professional Institute of the Public Service of Canada (Institut)
 - (m) "lay-off" means the termination of an employee's employment because of lack of work or because of the discontinuance of a function; (mise en disponibilité)
 - (n) "leave" means authorized absence from duty; (congé)
 - (o) "membership dues" means the dues established pursuant to the by-laws and regulations of the Institute as the dues payable by its members as a consequence of their membership in the Institute, and **shall** not include any initiation fee, insurance premium, or special levy; (cotisations syndicales)
 - (p) "overtime" means work required by the Employer, to be performed by the employee in excess of such employee's daily hours of work; (heures supplémentaires)
 - (q) "time and one-half" means one and one half (1½) times the employee's hourly rate of pay; (tarif et demi)
- and
- (r) "weekly rate of pay" means an employee's annual rate of pay divided by 52.176; (taux de rémunération hebdomadaire)

A7.02 Except as otherwise provided in this Agreement, expressions used in this Agreement:

(a) if defined in the *Public Service Staff Relations Act*, have the same meaning as given to them in the *Public Service Staff Relations Act*,

and

(b) if defined in the *Interpretation Act*, but not defined in the *Public Service Staff Relations Act*, have the same meaning as given to them in the *Interpretation Act*.

ARTICLE A8 PUBLICATIONS AND AUTHORSHIP

A8.01 For the purpose of this article: "Publication" shall include, for example, scientific and professional papers, articles, manuscripts, monographs, audio and visual products, and computer software.

A8.02 The Employer agrees to continue the present practice of ensuring that employees have ready access to all publications considered necessary to their work by the Employer.

A8.03 The Employer agrees that publications prepared by an employee, within the scope of their 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 Employer's discretion, recognition of authorship will be given where practicable in Agency publications.

A8.04 When an employee acts as a **sole** or joint author or editor of a publication, the authorship or editorship shall normally be acknowledged on such publication.

A8.05 (a) The Employer may suggest revisions to a publication and may withhold approval to publish.

(b) When approval for publication is withheld, the author(s) shall be so informed in writing of the reasons, if requested by the employee.

(c) Where the Employer wishes to make changes in a publication with which the author does not agree, the employee shall not be credited publicly if the employee so requests.

**PART B
WORKING CONDITIONS**

**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 Non Shift Work

The scheduled work week shall be **thirty-seven and one-half (37½)** hours and the scheduled work day shall be **seven and one-half (7½)** 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.

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 and one-half (7½)**.

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 and one-half (37½) 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.

**ARTICLE B2
SHIFT WORK**

- B2.01** (a) "Shift Schedule" means the arrangement of shifts over a given period of time not exceeding two (2) consecutive months and includes days of rest and designated paid holidays;
- (b) for employees engaged in shift work, the hours of work shall average thirty-seven and one-half (37½) hours per week and seven and one-half (7½) consecutive hours per day over the period of the shift schedule;
- (c) an employee shall be granted an average of two (2) consecutive days of rest per week over the period of a shift schedule;
- B2.02** For the purpose of this Agreement when an employee's shift does not commence and end on the same day, such shift shall be deemed for all purposes to have been entirely worked;
- (a) on the day it commenced where half (½) or more of the hours worked fall on that day;
- or
- (b) on the day it terminates where more than half (½) of the hours worked fall on that day.

Accordingly, the first 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 their last scheduled shift; and the second day of rest will start immediately after midnight of the employee's first day of rest, or immediately after midnight of an intervening designated paid holiday if days of rest are separated thereby.

B2.03 In the scheduling of shift work the Employer shall arrange shifts so that:

- (a) employees shall rotate through the various shifts in such a manner that the requirements of working night shifts, evening shifts and weekends will be shared on an equitable basis among readily available qualified employees, to the extent that operational requirements will permit, by all employees covered by the shift schedules;
- (b) an employee's shift shall not be scheduled to commence within fifteen (15) hours of the completion of the employee's previous shift;

B2.04 (a) every reasonable effort shall be made by the Employer to consider the wishes of the **employee** concerned in the arrangement of shifts within a shift schedule. In order to help in the consideration of the wishes of the employees concerned, a provisional shift schedule shall be prepared by the Employer and shall be posted at least **twenty-eight** (28) calendar days in advance. A final shift schedule shall be posted seven (7) calendar days prior to the

commencement of the schedule.

- (b) notwithstanding anything to the contrary contained in this Agreement, the implementation of any variation in hours under this Article 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.

B2.05 Provided sufficient advance notice is given and with the approval of the Employer, employees may exchange shifts if there is no increase in cost to the Employer.

B2.06 (a) An employee who is required to change his/her scheduled shift without receiving at least forty-eight (48) hours' notice in advance of the starting time of such change in their scheduled shift shall be paid for the first shift worked on the revised schedule at the rate of time and one-half (1½). Subsequent shifts worked on the revised schedule shall be paid for at the hourly rate of pay.

- (b) Notwithstanding **B2.06(a)** when an employee requests and the Employer agrees to change the employee shift schedule, the employee shall be paid at the straight time hourly rate of pay for the work performed on the first shift of the revised shift schedule.

B2.07 A specified meal period shall be scheduled as close to the mid-point of the shift as possible. However, the meal period may be staggered for employees on continuous operations.

B2.08 Certain continuous operations may require some employees being on the job for the full shift. In these operations, such employees will be paid for the one-half ($\frac{1}{2}$) hour meal period, worked, at the applicable rate, if **they** are unable to leave the work place for a meal break.

B2.09 Employee will submit monthly attendance registers: only hours of overtime and absences need to be specified.

B2.10 Shift Premium

An employee shall receive a shift premium of one dollar and seventy-five cents (\$1.75) per hour for all hours worked, including overtime hours worked, on regularly scheduled shifts in which at least **half** ($\frac{1}{2}$) of the hours are scheduled between 18:00 an 06:00 hours.

Effective October 1, 2002 **the** shift premium will be two dollars (\$2.00)per hour.

B2.11 Weekend Premium

(a) Employees shall receive an additional premium of one dollar **and** seventy-five cents (\$1.75) per hour for work **on** Saturday **and/or** Sunday for hours worked as stipulated in subclause B2.11(b).

Effective October 1, 2002 the weekend premium will be two dollars (\$2.00) per hour.

- (b) Weekend premium shall be payable in respect of all regularly scheduled hours at straight-time hourly rates worked on Saturday and/or Sunday.

ARTICLE B3
SPECIAL HOURS OF WORK PROVISIONS - SE GROUP

This Article does not apply to an **SE** Group employee covered by Article B1- Hours of Work.

- B3.01** (a) The conduct of scientific research requires an adaptable research environment. Accordingly, every reasonable effort will be made to maintain a research environment where working hours can be arranged to meet the needs of research programs.
 - (b) The normal work year, subject to the leave provisions of this Agreement, shall be nineteen hundred and fifty (1950) hours. The normal work year shall be from April 1st to March 31st of the following calendar year, inclusive. Subject to the approval of the Employer, the hours of work shall be arranged to suit an employee's individual research project(s).
- B3.02** Employees will submit monthly attendance registers; only absences need be specified.

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 ($1\frac{1}{2}$) for the first seven and one-half ($7\frac{1}{2}$) overtime hours worked, and double (2) time thereafter;

(b) on the employee's first day of rest, at time and one-half ($1\frac{1}{2}$) for the first seven and one-half (7%) 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 and one-half (1½) for the first day worked;

(d) (i) on a designated holiday, compensation shall be granted on the basis of time and one-half (1½) for each hour worked, 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, stand-by 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 Upon application by the employee and at the discretion of the Employer, compensation earned under this Article may be taken in the form of compensatory leave, which will be calculated at the applicable premium rate laid down in this Article. Compensatory leave earned in a fiscal year and outstanding on September 30th of the following fiscal year shall be paid at the employee's daily rate of pay on September 30th.

B4.05 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, or, if payment is required to liquidate compensatory leave outstanding at the expiry of the fiscal year, the Employer will endeavour to make such payment within six (6) weeks of the commencement of the first pay period after September 30th of the following fiscal year.

B4.06 (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 nine **dollars and** fifty cents (\$9.50) 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.

Effective October 1, 2002 the meal allowance will be ten dollars (\$10.00).

- (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 **nine dollars and fifty cents (\$9.50)** 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.

Effective October 1, 2002 the meal allowance will be ten dollars (\$10.00).

- (c) Clause **B4.06(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**.

**ARTICLE B5
CALL-BACK**

This Article does not apply to the following:

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

-SE Group employees performing Field Research Work, Article B9 Field Research Allowance

B5.01 (a) When an employee is called back to work or when an employee who is on stand by duty is called back to work by the Employer any time outside such employee's normal working hours such employee shall be entitled to the greater of:

(i) a minimum of three (3) hours' pay at the applicable overtime rate,

or

(ii) compensation at the applicable overtime rate for each hour worked.

B5.02 Where an employee completes a call-back requirement without leaving the location at which the employee was contacted, the minimum of three (3) hours provided in B5.01(a)(i) shall be replaced by a minimum of one(1) hour which shall apply only once in respect of each one (1) hour period.

-
- B5.03** (a) Compensation earned under this Article shall be compensated in cash except where, upon application by the employee and at the discretion of the Employer, compensation earned under this Article may be taken in the form of compensatory leave, which will be calculated at the applicable premium rate laid down in this Article. Compensatory leave earned in a fiscal year and outstanding on September 30th of the following fiscal year shall be paid at the employee's daily rate of pay as calculated from the classification prescribed in the certificate of appointment of his or her substantive position on September 30th.
- (b) The Employer shall grant compensatory leave at times convenient to both the employee and the Employer.

B5.04 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, or, if payment is required to liquidate compensatory leave outstanding at the expiry of the fiscal year, the Employer will endeavour to make such payment within six (6) weeks of the commencement of the first pay period after September 30th of the following fiscal year.

B5.05 No Pyramiding of Payments

Payments provided under the Overtime, Designated Paid Holiday and Standby provisions

of this collective agreement and clause B5.01 of this Article shall not be pyramided; that is, an employee shall not receive more than one compensation for the same service.

- B5.06** 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.

ARTICLE B6 STANDBY

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.

- B6.01** When the Employer requires an employee to be available on stand by during off-duty hours an employee shall be compensated at the rate of one-half ($\frac{1}{2}$) hour for each four (4) hour period or portion thereof for which such employee has been designated as being on standby duty.
- B6.02** An employee on standby who is called in to work by the Employer and who reports for work shall be compensated in accordance with Article B5 Call-Back.

B6.03 (a) An employee required to be on stand by duty shall be available during their period of stand by at a known telephone number and be able to return ~~for~~ duty as quickly as possible ~~if~~ called. The Employer will normally supply an electronic communications device or cellular telephone to an employee designated ~~for~~ stand by duty.

(b) Where an employee who is supplied by the Employer with an electronic communications device or cellular telephone is not required to be available to respond to contacts, the employee is not deemed to be on stand by duty.

B6.04 No standby duty payment shall be granted if any employee is unable to report for duty when required.

B6.05 Other than when required by the Employer to use a vehicle ~~of~~ the Employer for transportation to a work location other than an 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.

B6.06 No Pyramiding ~~of~~ Payments

Payments provided under the Overtime, Designated Paid Holidays and Call-Back Pay provisions ~~of~~ this collective agreement and clause **B6.02** of this Article shall not ~~be~~ pyramided; that is, an employee shall not receive more than one compensation for the same service.

ARTICLE B7
DESIGNATED PAID HOLIDAYS

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

- (a) New Year's Day,
- (b) Good Friday,
- (c) *Easter Monday*,
- (d) the day fixed by proclamation of the Governor in Council for celebration of the Sovereign's birthday,
- (e) Canada Day,
- (f) Labour Day,
- (g) the day fixed by proclamation of the Governor in Council as a general day of Thanksgiving,
- (h) Remembrance Day,
- (i) Christmas Day,
- (j) Boxing Day,
- (k) one additional day in each year that, in the opinion of the Employer, is recognized to be a provincial or civic holiday in the area in which the employee is employed or in any area where, in the opinion of the

Employer, no such day is recognized as a provincial or civic holiday, the first Monday in August,

and

- (l) one additional day when proclaimed by an Act of Parliament as a National Holiday.

B7.02 An employee absent without pay on both their full working day immediately preceding and their full working day immediately following a designated paid holiday, is not entitled to pay for the holiday, except in the case of an employee who is granted leave without pay under the provisions of Article C5 Leave for Staff Relations Matters.

B7.03 Designated Paid Holiday Falling on a Day of **Rest**

When a day designated as a paid holiday under clause **B7.01** coincides with an employee's day of rest, the holiday shall be moved to the employee's first normal working day following such employee's day of rest.

B7.04 When a day designated as a paid holiday for an employee is moved to another day under the provisions of clause **B7.03**:

- (a) work performed by an employee on the day from which the holiday was moved shall be considered as work performed on a **day** of rest,

and

- (b) work performed by an employee on the day to which the holiday was moved, shall be considered as work performed on a holiday.

B7.05 Compensation for Work on a Paid Holiday

Compensation for work on a paid holiday will be in accordance with the overtime clause B4.01 (d)(i) and (ii).

B7.06 Designated Paid Holiday Coinciding with a Day of Paid Leave

Where a day that is a designated paid holiday for an employee coincides with a day of leave with pay or is moved as a result of the application of clause B7.03, the designated paid holiday shall not count as a day of leave.

**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, 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 their regular pay for the day.
- (b) On a normal working day on which such employee travels and works, the employee shall be paid:

(i) their regular pay for the day for a combined period of travel and work not exceeding seven and one-half (7½) hours,

and

(ii) at the applicable overtime rate for additional travel time in excess of a seven and one-half (7½) hours 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.

B8.02 For the purpose of clause B8.01, 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 employees place of residence or

work place, as applicable, direct to such employees destination and, upon such employees return, direct back to such employees' 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.

B8.03 All calculations for travelling time shall be based on each completed period of fifteen (15) minutes.

B8.04 Upon application by the employee and at the discretion of the Employer, compensation earned under this Article may be taken in the form of compensatory leave, which will be calculated at the applicable premium rate laid down in this Article. Compensatory leave earned in a fiscal year shall be paid at the employee's daily rate of pay on September 30th.

B8.05 When a payment is being make 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, or, if payment is required to liquidate compensatory leave outstanding at the expiry of the fiscal year, the Employer wilt endeavour to make such payment within six (6) weeks of the commencement of the first pay period after September 30th of the following fiscal year.

B8.06 This Article does not apply to an employee required to perform work in any type of transport in which such employee is travelling. In such circumstances, the employee shall receive pay for actual hours worked in accordance with the Articles B1 Hours of Work, B4 Overtime and B7 Designated Paid Holidays.

B8.07 Travelling time shall include time necessarily spent at each stop-over en route up to a maximum of three (3) hours provided that such stop-over does not include an overnight stay.

B8.08 Compensation under this Article shall not be paid for travel time to courses, training sessions, conferences and seminars unless so provided for in the Career Development Article.

ARTICLE B9 SCIENTIFIC RESEARCH ALLOWANCES

Field research allowance - SE group

This Article applies to the **SE** group only.

B9.01 An employee who meets the conditions set forth below shall be paid a field research allowance of two **hundred and seventy dollars (\$270.00)** for each fifteen (15) calendar day period, provided that:

- (a) the employee completes a minimum of fifteen (15) calendar days on field research work in a consecutive three hundred and sixty-five (365) day period;

(b) the minimum number of days referred to in (a) is made up of periods of not less than two (2) consecutive calendar days.

B9.02 Once the conditions of **B9.01(a)** and (b) are met, an employee shall be paid on a pro rata basis for periods of field research work of less than fifteen (15) calendar days.

B9.03 An employee on field research work shall be compensated for authorized overtime performed on an hour-for-hour basis for all hours worked on a designated paid holiday or a day of rest. No remuneration shall be paid for overtime performed during the normal work week.

Upon application by the employee and at the discretion of the Employer compensation earned under this clause may be taken in the form of compensatory leave at the applicable rate. Compensatory leave earned in a fiscal year and outstanding on September 30th of the following fiscal year shall be paid in cash at the employee's daily rate of pay on September 30th.

Sea Research Allowance

This Article applies to the Scientific Research Group only.

**

B9.04 An employee who meets the conditions set forth below shall be paid a sea research allowance of two hundred and seventy dollars (\$270.001 for each fifteen (15) calendar day period, provided that:

- (a) such employee completes a minimum of fifteen (15) calendar days on sea research work in a consecutive three hundred and sixty-five (365) day period;
- (b) the minimum number of days referred to in (a) is made up of periods of not less than two (2) consecutive calendar days.

B9.05 Once the conditions of B9.01(a) and (b) are met, an employee shall be paid on a pro rata basis for periods of sea research work of less than fifteen (15) calendar days.

B9.06 An employee on sea research work shall be compensated for authorized overtime performed on an hour-for-hour basis for all hours worked on a designated paid holiday or a day of rest. No remuneration shall be paid for overtime performed during the normal work week.

Upon application by the employee and at the discretion of the Employer compensation earned under this clause may be taken in the form of compensatory leave at the applicable rate. Compensatory leave earned in a fiscal year and outstanding on September 30th of the following fiscal year shall be paid in cash at the employee's daily rate of pay on September 30th.

Diving Allowance

This Article applies to the BI and SE Groups only.

**

B9.07 Employees whose job duties require them to dive (as that word is hereinafter defined) shall be paid

an extra allowance of twenty dollars (\$20.00) per hour. The minimum allowance shall be two (2) hours per dive.

- B9.08** A dive is the total of any period or periods of time during any eight (8) hour period in which an employee carries out required underwater work with the aid of a self-contained air supply.

ARTICLE B10 LEAVE - GENERAL

- B10.01** In respect to applications for all leave made pursuant to this collective agreement, the employee may be required to provide satisfactory validation of the circumstances necessitating such **request**.

- B10.02** When the employment of an employee who has been granted more vacation or sick leave with pay than such employee has earned ~~is~~ terminated by death or layoff, the **employee** is considered to have earned the amount of leave with pay granted to them.

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

- B10.04** The amount of leave with pay credited to an employee by the Employer at the time when this Agreement is signed, or at the time when such employee becomes subject to this Agreement, shall be retained by the employee.

- B10.05** An employee shall not be granted two (2)

different types of leave with pay in respect of the same period of time.

B10.06 An Employee is not entitled to leave with pay during periods such employee is on leave without pay, on educational leave or under suspension.

**ARTICLE B11
VACATION LEAVE**

B11.01 The vacation year shall be from April 1st to March 31st, inclusive.

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 ten (10) days at the following rate:

- (a) Applies to the following **AG, BI, CH, ES, EN, PG, CO, SE-RES levels 1 and 2 and SE-REM level 1** Groups.
 - (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 eighth (8th) 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 eighth (8th) 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 sixteen (**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 eighteen (**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-eight (28th)** anniversary of service occurs;

SEE APPENDIX "C" FOR VACATION CONVERSION TABLE

(b) Applies to the following SE-RES levels 3, 4 and 5 and SE-REM level 2 Groups.

(i) Reserve;

**

(ii) twelve decimal five (12.5) hours at the employee's straight-time hourly rate until the month in which the employee's sixteenth (16th) 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 sixteen (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 eighteen (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 employee's **twenty-eight (28th)** anniversary of service occurs;

SEE APPENDIX "C" FOR VACATION CONVERSION TABLE

B11.03 For the purpose of this clause only, all service within the Public Service and the Canadian Food Inspection Agency, whether continuous or discontinuous, shall count toward vacation leave except where a person who, on leaving the Public Service or the Canadian Food inspection Agency, takes or has taken severance pay. However, the above exception shall not apply to an employee **who** receives severance pay on lay-off and is reappointed to the Canadian Food Inspection Agency within one **(1)** year following the date of lay-off.

B11.04 Entitlement to Vacation Leave With Pay

An employee is entitled to vacation leave with pay to the extent of such employee's earned credits but an employee who has completed six (6) months of continuous employment may receive an

advance of credits equivalent to the anticipated credits for the vacation year.

B11.05 Provision for Vacation Leave

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

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

B11.06 Replacement of Vacation Leave

Where, in respect of any period of vacation leave, an employee:

- (a) is granted bereavement leave,

or
- (b) is granted sick leave on production of a medical certificate, the period of vacation leave so displaced shall either be added to the vacation period, if requested by the employee, and approved by the employer, or reinstated for use at a later date.

B11.07 Carry Over

- (a) Where in any vacation year an employee

has not been granted all the vacation leave credited to them, the unused portion of such employee's vacation leave shall be carried over.

(b) Liquidation

During any vacation year, upon application by the employee and at the discretion of the Employer earned but unused vacation leave credits shall be compensated at the employee's daily rate of pay calculated from the classification prescribed in such employee's certificate of appointment of such employee's substantive position on March 31st.

B11.08 Recall From Vacation Leave

Where, during any period of vacation leave, an employee is recalled to duty, such employee shall be reimbursed for reasonable expenses, as normally defined by the Employer, that such employee incurs:

(a) in proceeding to the employee's place of duty,

and

(b) in returning to the place from which the employee was recalled if the employee immediately resumes vacation upon completing the assignment for which the employee was recalled, after submitting such accounts as are normally required by the Employer.

B11.09 The employee shall not be considered as being on vacation leave during any period in respect of which such employee is entitled under clause B11.08 to be reimbursed for reasonable expenses incurred by such employee.

B11.10 Cancellation of Vacation Leave

When the Employer cancels or alters a period of vacation leave which it has previously approved in writing, the Employer shall reimburse the employee for the non-returnable portion of vacation contracts and reservations made by the employee in respect of that period, subject to the presentation of such documentation as the Employer may require. The employee must make every reasonable attempt to mitigate any losses incurred and will provide proof of such action, when available, to the Employer.

B11.11 Advance Payments

The Employer agrees to issue advance payments of estimated net salary for vacation periods of two (2) or more complete weeks, providing a written request for such advance payment is received from the employee at least six (6) weeks prior to the last pay before the employee's vacation period commences, and providing the employee has been authorized to proceed on vacation leave for the period concerned. Pay in advance of going on vacation shall be made prior to departure. Any overpayment in respect of such pay advances shall be an immediate first charge against any subsequent pay entitlement and shall be recovered in full prior to any further payment of salary.

B11.12 Leave When Employment Terminates

When an employee dies or otherwise ceases to be employed, such employee or their estate shall be paid an amount equal to the product obtained by multiplying the number of days of earned but unused vacation leave with pay to such employee's credit by the daily rate of pay as calculated from the classification prescribed in such employee's certificate of appointment on the date of the termination of such employee's employment.

B11.13 Vacation Leave Credits for Severance Pay

Where the employee requests, the Employer shall grant the employee their unused vacation leave credits prior to termination of employment if this will enable the employee, for purposes of severance pay, to complete the first (1st) year of continuous employment in the case of lay-off, and the tenth (10th) year of continuous employment in the case of resignation.

B11.14 Abandonment

Notwithstanding clause **B11.12**, an employee whose employment is terminated pursuant to section 13 of the **Canadian Food Inspection Agency Act** is entitled to receive the payment referred to in clause **B11.12** if the employee requests it within six (6) months following the date upon which such employee's employment is terminated.

B11.15 Recovery on Termination

In the event of the termination of employment for reasons other than death or lay-off the Employer shall recover from any monies owed the employee, an amount equivalent to unearned vacation leave taken by the employee, calculated on the basis of the rate of pay applicable to the employee's classification on the date of termination.

B11.16 Notwithstanding clause **B11.12**, an employee who resigns to accept an appointment with an organization listed in Part I or II of the Schedule I of the PPSRA may choose not to be paid for unused vacation leave credits provided that the appointing organization would accept such credit.

**ARTICLE B12
SICK LEAVE**

B12.01 Credits

An employee shall earn sick leave credits at the rate of one and one-quarter ($1\frac{1}{4}$) days for each calendar month for which such employee receives pay for at least ten (**10**) days.

B12.02 An Employee shall be granted sick leave with pay when such employee is unable to perform their duties because of illness or injury provided that:

- (a) the employee satisfies the Employer of this condition in **such** a manner and at such a time as may be determined by the Employer,

and

- (b) the employee has the necessary sick leave credits.

B12.03 Unless otherwise informed by the Employer, a statement signed by the employee stating that because of illness or injury such employee was unable to perform their duties shall, when delivered to the Employer, be considered as meeting the requirements of clause **B12.02(a)**.

B12.04 An employee shall not be granted sick leave with pay during any period in which the employee is on leave of absence without pay, or under suspension.

B12.05 When an employee is granted sick leave with pay and injury-on-duty leave is subsequently approved for the same period, it shall be considered for the purpose of the record of sick leave credits that the employee was not granted sick leave with pay.

B12.06 Where an employee has insufficient or no credits to cover the granting of sick leave with pay under the provision of clause **B12.02**, sick leave with pay may, at the discretion of the Employer, be granted to an employee for a period of up to **twenty-five (25)** days, subject to the deduction of such advanced leave from any sick leave credits subsequently earned and, in the event of termination of employment for other than death or lay-off, the recovery of the advance from any monies owed the employee.

B12.07 Sick leave credits earned but unused by an employee during a previous period of employment with the Canadian Food Inspection Agency shall be restored to an employee whose employment was terminated by reason of lay-off and who is reappointed in the Canadian Food Inspection Agency within one (1) year from the date of lay-off.

**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 spouse), stepchild or ward of the employee, grandchild, father-in-law, mother-in-law, and relative permanently residing in the employee's household or with whom the employee permanently resides.

(a) When a member of an employee's immediate family dies, the employee:

(i) **shall** be entitled to a bereavement period of five **(5)** consecutive calendar days which does not extend beyond the day following the day of the funeral. During such period such employee shall be paid for those days which are not regularly scheduled days of rest for that employee;

(ii) **in addition, the** employee **may be granted up to three (3) days' leave**

with pay for the purpose of travel related to the death.

**

- (b) In special circumstances and at the request of the employee, the five (5) day's bereavement period may be moved beyond the day following the day of the funeral but must include the day of the funeral.
- (c) An employee is entitled to up to one (1) day's bereavement leave with pay for the purpose related to the death of such employee's grandparent, son-in-law, daughter-in-law, brother-in-law or sister-in-law.
- (d) 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 that provided for in clause B13.01(a)(i) and (c).
- (e) If, during a period of paid leave, an employee is bereaved in circumstances under which the employee would have been eligible for bereavement leave under this clause, the employee shall be granted bereavement leave and the employee's paid leave credits shall be restored to the extent of any concurrent bereavement leave granted.

ARTICLE B14
MATERNITY LEAVE WITHOUT PAY

B14.01 (a) An ~~employee~~ who becomes pregnant shall, upon request, ~~be~~ granted maternity leave without pay for a period beginning before, on or after the termination date of pregnancy and ending not later than seventeen (17) weeks after the termination date of pregnancy.

(b) Notwithstanding paragraph (a);

(i) where the employee has not yet proceeded on maternity leave without pay and her newborn child is hospitalized,

or

(ii) where the employee has proceeded on maternity leave without pay and then returns to work for all ~~or~~ part of the period during which her newborn child is hospitalized,

the period of maternity leave without pay defined in paragraph (a) may be extended beyond the date falling seventeen (17) weeks after the date of termination of pregnancy by a period equal to that portion of the period of the child's hospitalization during which the employee was not on maternity leave, to a maximum of **seventeen (17) weeks.**

- n
- (c) The extension described in paragraph (b) shall end not later than fifty-two (52) weeks after the termination date of pregnancy.
 - (d) The Employer may require an employee to submit a medical certificate certifying pregnancy.
 - (e) An employee who has not commenced maternity leave without pay may elect to:
 - (i) use earned vacation and compensatory leave credits up to and beyond the date that her pregnancy terminates;
 - (ii) use her sick leave credits up to and beyond the date that her pregnancy terminates, subject to the provisions set out in Article B12 - Sick Leave With Pay. For purposes of this subparagraph, the terms "illness" or "injury" used in Article B12 Sick Leave With Pay, shall include medical disability related to pregnancy.
 - (f) An employee shall inform the Employer in writing of her plans for taking leave with and without pay to cover her absence from work due to the pregnancy at least four (4) weeks in advance of the initial date of continuous leave of absence during which termination of pregnancy is expected to occur unless there is a valid reason why the notice cannot be given.

-
- (g) Leave granted under this clause shall be counted for the calculation of "continuous employment" for the purpose of calculating severance pay and "service" for the purpose of calculating vacation leave. Time spent on such leave shall be counted for pay increment purposes.

B14.02 Maternity Allowance

- (a) An employee who has been granted maternity leave without pay shall be paid a maternity allowance in accordance with the terms of the Supplemental Unemployment Benefit (SUS) Plan described in paragraph (c) to (i), provided that she:
 - (i) has completed six (6) months of continuous employment before the commencement of her maternity leave without pay,
 - (ii) provides the Employer with proof that she has applied for and is in receipt of pregnancy benefits pursuant to Section 22 of the Employment Insurance Act in respect of insurable employment with the Employer,
 - (iii) has signed an agreement with the Employer stating that:
 - (A) she will return to work on the expiry date of her maternity leave without pay **unless** the return to work date is modified by the approval of another form

of leave;

- (B) following her return to work, as described in section (A), she will work for a period equal to the period she was in receipt of the maternity allowance;
- (C) should she fail to return to work in accordance with section (A), or should she return to work but fail to work for the total period specified in section (B), for reasons other than death, 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 section (B), or having become disabled as defined in the *Public Service Superannuation Act*, she will be indebted to the Employer for an amount determined as follows:

(Allowance received) x (remaining period to
be worked following
her return to work)

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

however, an employee whose specified period of employment expired and who is rehired by the Canadian Food Inspection Agency within a period of five (5) days or less is **not** indebted for the amount if her new period of

employment is sufficient to meet the obligations specified in sections (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 sections (a)(iii)(B), without activating the recovery provisions described in section (a)(iii)(C).
- (c) Maternity allowance payments made in accordance with the SUB Plan will consist of the following:
 - (i) where an employee is subject to a waiting period of two (2) weeks before receiving Employment Insurance pregnancy benefits, ninety-three percent (93%) of her weekly rate of pay for each week of the waiting period, less any other monies earned during this period,

and
 - (ii) for each week that the employee receives a pregnancy benefit pursuant to Section 22 of the Employment insurance Act, the difference between the gross weekly amount of the Employment Insurance pregnancy benefit she is eligible to receive and ninety-three percent (93%) of 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 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 B14.02 (c)(i) will be estimated and advanced to the employee. Adjustments will be made once the employee provides proof of receipt of Employment Insurance pregnancy benefits.
- (e) The maternity allowance to which an employee is entitled is limited to that provided in paragraph (c) and an employee will not be reimbursed for any amount that she may be required to repay pursuant to the Employment Insurance Act.
- (f) The weekly rate of pay referred to in paragraph (c) shall be:
 - (i) for a full-time employee, the employee's weekly rate of pay on the day immediately preceding the commencement of maternity leave without pay,
 - (ii) for an employee who has been employed on a part-time or on a combined full-time and part-time basis during the six (6) month period preceding the commencement of maternity leave, the rate obtained by multiplying the weekly rate of pay in

subparagraph (i) by the fraction obtained by dividing **the** employee's straight time earnings by the straight time earnings the employee would have earned working full-time during such period.

- (g) The weekly rate of pay referred to in paragraph (f) shall be the rate to which the employee is entitled for her substantive level to which she is appointed.
- (h) Notwithstanding paragraph (g), and subject to subparagraph (f)(ii), if on the day immediately preceding the commencement of maternity leave without pay an employee has been on an acting assignment for at least four (4) months, the weekly rate shall be the rate she was being paid on that day.
- (i) Where an employee becomes eligible for a pay increment or pay revision while in receipt of the maternity allowance, the allowance shall be adjusted accordingly.
- (j) Maternity allowance payments made under the SUB Plan will neither reduce nor increase an employee's deferred remuneration or severance pay.

B14.03 Special Maternity Allowance for Totally Disabled Employees

- (a) An employee who:

(i) fails to satisfy the eligibility requirement specified in subparagraph B14.02 (a)(ii) solely because a concurrent entitlement to benefits under the Disability Insurance (DI) Plan, the Long Term Disability (LTD) Insurance portion of the Public Service Management Insurance Plan (PSMIP) or the **Government Employees Compensation Act** prevents her from receiving Employment Insurance pregnancy benefits,

and

(ii) has satisfied all of the other eligibility criteria specified in paragraph B14.02(a), other than those specified in sections (A) and (B) of subparagraph B14.02(a)(iii), shall be paid, in respect of each week of maternity allowance not received for the reason described in subparagraph (i), the difference between ninety-three percent (93%) of her weekly rate of pay and the gross amount of her weekly disability benefit under the DI Plan, the LTD Plan or via the **Government Employees Compensation Act**.

(b) An employee shall be paid an allowance under this clause and under clause B14.02 for a combined period of no more than the number of weeks during which she would have been eligible for pregnancy benefits

pursuant to Section 22 of the Employment *Insurance* Act had she not been disqualified from Employment Insurance pregnancy benefits for the reasons described in subparagraph (a)(i).

B14.04 Transitional Provisions

If, on the date of Signature of this Agreement, an employee is currently on maternity leave without pay or has requested a period of maternity leave but has not commenced the leave, 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.

ARTICLE B15
PARENTAL LEAVE WITHOUT PAY

B15.01 Parental Leave Without Pay

- (a) Where an employee has or will have the actual care and custody of a **new-born** child (including the **new-born** child of a common-law spouse), the employee shall, upon request, be granted parental leave without pay for a single period of up to **thirty-seven (37)** consecutive weeks in the **fifty-two (52)** week period beginning on the day on which the child is born or the day on which the child comes into the employee's care.
- (b) Where an employee commences legal proceedings under the laws of a province

to adopt a child or obtains an order under the laws of a province for the adoption of a child, the employee shall, upon request, be granted parental leave without pay for a single period of up to thirty-seven (37) consecutive weeks in the fifty-two (52) week period beginning on the day on which the child comes into the employee's care.

(c) Notwithstanding paragraphs (a) and (b):

(i) where the employee's child is hospitalized within the period defined in the above paragraphs, and the employee has **not** yet proceeded on parental leave without pay.

or

(ii) where the employee has proceeded on parental leave without pay and then returns to **work** for all or part of the period during which his or her child is hospitalized,

the period of parental leave without pay specified in the original leave request may be extended by a period equal to that portion of the period of the child's hospitalization during which the employee was not on parental leave. However, the extension shall end not later than fifty-two (52) weeks after the day on which the child comes into the employee's care.

(d) An employee who intends to request parental leave without pay shall notify the

-
- Employer at least four (4) weeks in advance of the expected date of the birth of the employee's child (including the child of a common-law spouse), or the date the child is expected to come into the employee's care pursuant to paragraphs (a) and (b).
- (e) The Employer may:
 - (i) defer the commencement of parental leave without pay the request of the employee;
 - (ii) grant the employee parental leave without pay with less **than** four (4) weeks notice;
 - (iii) require an employee to submit a birth certificate or proof of adoption of the child.
 - (f) Parental leave without pay taken by a couple employed in the Canadian Food Inspection Agency shall not exceed a total of thirty-seven (37) weeks for both individuals combined.
 - (g) Leave granted under this clause shall count for the calculation of "continuous employment" for the purpose of calculating severance pay and "service" for the purpose of calculating vacation leave. Time spent on such leave shall count for pay increment purposes.

B15.02 Parental Allowance

- (a) An employee who has been granted parental leave without pay, shall be paid a parental allowance in accordance with the terms of the Supplemental Unemployment Benefit (SUB) Plan described in paragraphs (c) to (i), providing he or she:
- (i) has completed six (6) months of continuous employment before the commencement of parental leave without pay,
 - (ii) provides the Employer with proof that her or she has applied for and is in receipt of parental benefits pursuant to Section 23 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 parental leave without pay, unless the return to work date is modified by the approval of another form of leave;
 - (B) following his or her return to work, as described in section

(A), the employee will work for a period equal to the period the employee was in receipt of the parental allowance, in addition to the period of time referred to in section B14.02 (a)(iii)(B), if applicable;

(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), 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 section (B), or having become disabled as defined in the Public Service Superannuation Act, he or she will be indebted to the Employer for an amount determined as follows;

(allowance received) x (remaining period to be worked following his/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 Canadian Food Inspection

Agency within a period of five (5) days or less is not indebted for the amount is his or her new period of employment is sufficient to meet the obligations specified in sections (B).

- (b) For the purpose of sections (a)(iii)(B), and (C), 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 sections (a)(iii)(B), without activating the recovery provisions described in section (a)(iii)(C).
- (c) Parental Allowance payments made in accordance with the SUB Plan will consist of the following:
 - (i) where an employee is subject to a waiting period of two (2) weeks before receiving Employment Insurance parental benefits, ninety-three percent (93%) **of** his/her weekly rate of pay for each week of the waiting period, less any other monies earned during this period;
 - (ii) other than as provided in subparagraph (iii) below, for each week **in** respect of which the employee receives parental benefits pursuant to Section 23 of the Employment Insurance Act, the difference between the gross weekly amount of the Employment Insurance parental benefits he or she is eligible to receive and ~~ninety-three~~ percent (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;

(iii) where the employee becomes entitled to an extension of parental benefits pursuant to Subsection 12(7) of the **Employment Insurance Act**, the parental allowance payable under the **SUB** Plan described in subparagraph (ii) will be extended by the number of weeks of extended benefits which the employee receives under Subsection 12(7) of the EI Act.

(d) At the employee's request, the payment referred to in subparagraph **B15.02(c)(i)** will be estimated and advanced to the employee. Adjustments will be made once the employee provides proof of receipt of EI parental benefits.

(e) The parental allowance to which an employee is entitled is limited to that provided in paragraph (c) and an employee will not be reimbursed for any amount that he or she is required to repay pursuant to the **Employment Insurance Act**.

(f) The weekly rate of pay referred to in paragraph (c) shall be:

(i) for a full-time employee, the employee's weekly rate of pay on the

day immediately preceding the commencement of maternity or parental leave without pay;

- (ii) for an employee who has been employed on a part-time basis during the six (6) month period preceding the commencement of maternity or parental leave without pay, the rate obtained by multiplying the weekly rate of pay in subparagraph (i) by the fraction obtained by dividing the employee's straight time earnings by the straight time earnings the employee would have earned working full time during such period.
- (g) The weekly rate of pay referred to in paragraph (f) shall be the rate to which the employee is entitled for the substantive level to which she or he is appointed.
- (h) Notwithstanding paragraph (g), and subject to subparagraph (f)(ii), if on the day immediately preceding the commencement of parental leave without pay an employee is performing an acting assignment for at least four (4) months, the weekly rate shall be the rate the employee was being paid on that day.
- (i) Where an employee becomes eligible for a pay increment or pay revision while in receipt of parental allowance, the allowance shall be adjusted accordingly.
- (j) Parental allowance payments made under

the SUB Plan will neither reduce nor increase an employee's deferred remuneration or severance pay.

B15.03 Special Parental Allowance for Totally Disabled Employees

(a) An employee who:

(i) fails to satisfy the eligibility requirement specified in subparagraph **B15.02(a)(ii)** solely because a concurrent entitlement to benefits under the Disability Insurance (DI) Plan, the Long-term Disability (LTD) Insurance portion of the Public Service Management Insurance Plan (PSMIP) or the employee from receiving Employment Insurance parental benefits,

and

(ii) has satisfied all of the other eligibility criteria specified in paragraph **B15.02(a)**, other than those specified in sections (A) and (B) of subparagraph **B15.02(a)(iii)**, shall be paid, in respect of each week of benefits under the parental allowance not received for the reason described in subparagraph (i), the difference between ninety-three percent (93%) of the employee's rate of pay and the gross amount of his or her weekly disability benefit under the DI Plan, the LTD Plan or via the Government

Employees Compensation Act.

- (b) An employee shall be paid an allowance under this clause and under clause B15.02 for a combined period of no more than the number of weeks during which the employee would have been eligible for parental benefits pursuant to Section 23 of the Employment *Insurance* Act, had the employee not been disqualified from Employment *Insurance* parental benefits for the reasons described in subparagraph (a)(i).

B15.04 Transitional Provisions

If, on the date of signature of this Agreement, any employee is currently on parental or adoption 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.

ARTICLE B16

MATERNITY-RELATED REASSIGNMENT OR LEAVE

- B16.01 (a)** 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.

- (b) An employee's request under clause **B16.01(a)** 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.

- (c) An employee who has made a request under clause **B16.01(a)** 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:
 - (i) modifies her job functions or reassigns her,

 - or

 - (ii) informs her in writing that it is not reasonably practicable to modify her job functions or reassign her.

- (d) Where reasonably practicable, the Employer shall modify the employee's job functions or reassign her.

- (e) Where the Employer concludes that a modification of job functions or a reassignment that would avoid the activities or conditions indicated in the medical certificate is not reasonably practicable, the Employer shall so inform the employee in writing and shall grant leave of absence without pay to the employee for the duration of the risk as indicated in the medical certificate. However, such leave shall end no later than twenty-four (24) weeks after the birth.
- (f) 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 B17
MEDICAL APPOINTMENT FOR PREGNANT
EMPLOYEES

B17.01 Up to one-half ($\frac{1}{2}$) day of reasonable time off with pay will be granted to pregnant employees for the purpose of attending routine medical appointments.

B17.02 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 B18
LEAVE WITHOUT PAY FOR THE CARE AND
NURTURING OF PRE-SCHOOL AGE CHILDREN**

B18.01 An employee shall be granted leave without pay for the personal care and nurturing of the employee's **pre-school** age children (including children of common-law spouse) in accordance with the following conditions:

- (a) an employee shall notify the Employer in writing as far in advance as possible but not less than four **(4)** weeks in advance of the commencement date of such leave, unless because of an urgent or unforeseeable circumstance such notice **cannot** be given;
- (b) leave granted under this Article **shall** be for a minimum period of three **(3)** weeks;
- (c) the total leave granted under this Article shall not exceed five **(5)** years during an employee's total period of employment in the Public Service and the Canadian Food inspection Agency;
- (d) **leave** granted for periods of one **(1)** year or less shall be scheduled in a manner which ensures continued service delivery.

B18.02 An employee who has proceeded on leave without pay may change his or her return to work date if such change does not result in additional costs to the Employer.

ARTICLE B19
LEAVE WITHOUT PAY FOR THE LONG-TERM CARE
OF A PARENT

B19.01 An employee shall be granted leave without pay for the long-term personal care of the employee's parents, including step-parents or foster parents, in accordance with the following conditions;

- (a) an employee shall notify the Employer in writing as far in advance as possible but not less than four (4) weeks in advance of the commencement date of such leave, unless because of an urgent or unforeseeable circumstance such notice cannot be given;
- (b) leave granted under this Article shall be for a minimum period of three (3) weeks;
- (c) the total leave granted under this Article shall not exceed five (5) years during an employee's total period of employment in the Public Service and the Canadian Food Inspection Agency;
- (d) leave granted for periods of one (1) year or less shall be scheduled in a manner which ensures continued service delivery.

B19.02 An employee who has proceeded on leave without pay may change his or her return to work date if such change does not result in additional costs to the Employer.

**ARTICLE B20
LEAVE WITHOUT PAY FOR PERSONAL NEEDS**

B20.01 Leave without pay will be granted for personal needs, in the following manner:

- (a) Subject to operational requirements, leave without pay for a period of up to three (3) months will be granted to an employee for personal needs.
- (b) Subject to operational requirements, leave without pay of more than three (3) months but not exceeding one (1) year will be granted to an employee for personal needs.
- (c) An employee is entitled to leave without pay for personal needs only once under each of (a) and (b) of this clause during their total period of employment in the Public Service and the Canadian Food Inspection Agency. Leave without pay granted under this clause may not be used in combination with maternity or parental leave without the consent of the Employer.
- (d) Leave granted under (a) of this clause shall be counted for the calculation of "continuous employment" for the purpose of calculating severance pay and "service" for the purpose of calculating vacation

leave. Time spent on such leave shall be counted for pay increment purposes.

- (e) Leave without pay granted under (b) of this clause shall be deducted from the calculation of "continuous employment" for the purpose of calculating severance pay and "service" for the purpose of calculating vacation leave for the employee involved. Time spent on such leave shall not be counted for pay increment purposes.

ARTICLE B21

LEAVE WITHOUT PAY FOR RELOCATION OF SPOUSE

- B21.01** (a) At the request of an employee, leave without pay for a period of up to one (1) year shall be granted to an employee whose spouse is permanently relocated, and up to five (5) years to an employee whose spouse is temporarily relocated.
- (b) Leave without pay granted under this clause shall be deducted from the calculation of "continuous employment" for the purpose of calculating severance pay and "service" for the purpose of calculating vacation leave for the employee involved except where the period of such leave is less than three (3) months. Time spent on such leave which is for a period of more than (3) months shall not be counted for pay increment purposes.

**ARTICLE B22
LEAVE WITH PAY FOR FAMILY-RELATED
RESPONSIBILITIES**

- B22.01** (a) For the purpose of this Article, family is defined as spouse (or common-law spouse resident with the employee), dependent children (including foster children or children of legal or common-law spouse), parents (including stepparents or foster parents), or any relative permanently residing in the employee's household or with whom the employee permanently resides.
- (b) The total leave with pay which may be granted under this Article shall not exceed five (5) days in a fiscal year.
- (c) Subject to subclause **B22.01(b)**, the Employer shall grant leave with pay under the following circumstances:

- (i) up to one **(1)** day 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.
- (ii) 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;

- (iii) to provide for the immediate and temporary care of an elderly member of the employee's family;

**

- (iv) two (2) day's leave with pay for needs directly related to the birth or to the adoption of the employee's child. This leave may be divided into two (2) periods and granted on separate days.

ARTICLE B23 MARRIAGE LEAVE WITH PAY

B23.01 After the completion of one (1) year's continuous employment in the Public Service and the Canadian Food Inspection Agency, and providing an employee gives the Employer at least five (5) days notice, the employee shall be granted five (5) days marriage leave with pay for the purpose of getting married.

B23.02 For an employee with less than two (2) years of continuous employment, in the event of termination of employment for reasons other than death or lay-off within six (6) months after the granting of marriage leave, an amount equal to the amount paid to the amount paid to the employee during the period of leave will be recovered by the Employer from any monies owed the employee.

ARTICLE B24
COURT LEAVE WITH PAY

B24.01 Leave with pay shall be given to every employee, other than an employee already on leave without pay, on education leave, or under suspension who is required:

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

or

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

**ARTICLE B25
PERSONNEL SELECTION LEAVE WITH PAY**

B25.01 Where an employee participates in a personnel selection process, including the appeal process where applicable, for a position in the Canadian Food Inspection Agency or for positions in other agencies or departments (as defined in the *Public Service 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 their presence is required.

**ARTICLE B26
INJURY-ON-DUTY LEAVE WITH PAY**

B26.01 An employee shall be granted *injury-on-duty* leave with pay for such reasonable period as may be determined by the Employer where it is determined by a Provincial Worker's Compensation Board that the employee is unable to perform their duties because of:

- (a) personal injury accidentally received in the performance of the employee's duties and

not caused by the employee's willful misconduct,

(b) sickness resulting from the nature of the employee's employment,

or

(c) exposure to hazardous conditions in the course of the employee's employment, if the employee agrees to pay to the Receiver General of Canada any amount received by such employee for loss of wages in settlement of any claim such employee may have in respect of such injury, sickness or exposure.

ARTICLE B27 EXAMINATION LEAVE

B27.01 Leave with pay to take examinations or defend dissertations may be granted by the Employer to an employee who is not on education leave. Such leave will be granted only where in the opinion of the Employer, the course of study is directly related to the employee's duties or will improve the employee's qualifications.

ARTICLE B28 OTHER LEAVE WITH PAY

B28.01 At its discretion, the Employer may grant leave with pay for purposes other than those specified in this Agreement, including military or civil defence training, emergencies affecting the community or place of work, and when

circumstances not directly attributable to the employee prevent the employee's reporting for duty.

**ARTICLE B29
OTHER LEAVE WITHOUT PAY**

B29.01 At its discretion, the Employer may grant leave without pay for purposes other than those specified in this Agreement, including enrollment in the Canadian Armed Forces and election to a full-time municipal office.

**ARTICLE B30
CAREER DEVELOPMENT**

B30.01 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.

B30.02 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 their 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 equivalent to up to one hundred percent (100%) of the employee's 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 the employee 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.

B30.03 Attendance at Conferences and Conventions

- (a) 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.
- (b) 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 the employee's field of specialization, subject to operational constraints.
- (c) The Employer may grant leave with pay and reasonable expenses including registration fees to attend such gatherings, subject to budgetary and operational constraints.
- (d) An employee who attends a conference or

convention at the request of the Employer to represent the interests of the Employer shall be deemed to be on duty and, as required, in travel status. The Employer shall pay the registration fees of the convention or conference the employee is required to attend.

- (e) An employee invited to participate in a conference or convention in an official capacity, such as to present a formal address or to give a course related to the employee's field of employment, may be granted leave with pay for this purpose and may, in addition, be reimbursed for his/her payment of convention or conference registration fees and reasonable travel expenses.
- (f) an employee shall not be entitled to any compensation under Article B4 Overtime and B8 Travelling Time in respect of hours he/she is in attendance at or travelling to or from a conference or convention under the provisions of this clause, except as provided by paragraph (d).

B30.04 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 such employee's assigned work projects when in the opinion of **the** Employer such research is needed to enable the employee to fill his/her 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 clause **B30.04(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 and 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.

B30.05 Scientific Conferences and Professional Development

Clauses B30.05, B30.06, B30.07 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.

B30.06 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.

B30.07 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 may be reimbursed for reasonable travel expenses and such other additional expenses as the Employer deems appropriate.
 - (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.

B30.08 Selection Criteria

- (a) Should the Employer establish selection criteria for granting leave under clauses **B30.02** through **B30.07** for 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 **B30.02** through **B30.07** will be reviewed by

the Employer. A list of the names of the applicants to whom the Employer grants leave under clauses B30.02 through B30.07 will be provided to the Institute Representative on the Canadian Food Inspection Agency Career Development Consultation Committee.

B30.09 Canadian Food Inspection Agency Career Development

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.

**ARTICLE B31
SEVERANCE PAY**

B31.01 Under the following circumstances and subject to clause **B31.02** an employee shall receive severance benefits calculated on the basis of their weekly rate of pay:

- (a) Lay-Off
 - (i) On the first lay-off, two (2) weeks' pay for the first complete year of continuous employment and, in the case of a partial year of continuous

employment and, in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by 365.

- (ii) On second or subsequent lay-off, one (1) week's pay for each complete year of continuous employment, less any period in respect of which the employee was granted Severance Pay under B30.01(a)(i) above and, in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by 365, less any period in respect of which the employee was granted severance pay under sub-paragraph (a)(i).

(b) Resignation

On resignation, subject to clause B30.01(c) and with ten (10) or more years of continuous employment, one-half (½) week's pay for each complete year of continuous employment up to a maximum of twenty-six (26) years with a maximum benefit of thirteen (13) weeks' pay.

(c) Retirement

- (i) On retirement, when an employee is entitled to an immediate annuity or to an immediate annual allowance under

the Public Service Superannuation Act, a severance payment in respect of the employee's complete period of continuous employment, comprised of one (1) week's pay for each complete year of continuous employment and, in the case of a partial year of continuous employment, one(1) week's pay multiplied by the number of days of continuous employment divided by 365, to a maximum of thirty (30) week's pay.

- (ii) An employee who has been continuously employed for more than one (1) year and whose employment is terminated for reason of age upon attaining the age of sixty-five (65) years or more and who, by reason of insufficient pensionable service, is not entitled to an immediate annuity, shall receive severance pay in the same manner as provided in clause B31.01(c)(i) above.

(d) Death

If an employee dies, there shall be paid to the employee's estate a severance payment in respect of the employee's complete period of continuous employment, comprised of one (1) week's pay for each complete year of continuous employment and, in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by

365, to a maximum of thirty (30) weeks' pay, regardless of any other benefit payable.

(e) Rejection on Probation

On rejection on probation, when an employee has completed more than one (1) year of continuous employment and ceases to be employed by reason of rejection during a probationary period, one (1) week's pay for each complete year of continuous employment with a maximum benefit of twenty-seven (27) weeks.

**

(f) Termination for Cause for Reasons of Incapacity or Incompetence

1) When an employee has completed more than one (1) year of continuous employment and ceases to be employed by reason of termination for cause for reasons of incapacity pursuant to Section 11(2) (g) of the **Financial Administration Act**, one (1) week's pay for each complete year of continuous employment with a maximum benefit of twenty-eight (28) weeks.

**

2) When an employee has completed more than ten (10) years of continuous employment and ceases to be employed by reason of termination for cause for reasons of incompetence pursuant to Section 11 (2) (g) of the

Financial Administration Act, one (1) week's pay for each complete year of continuous employment with a maximum benefit of twenty-eight (28) weeks.

B31.02 Severance benefits payable to an employee under this Article shall be reduced by any period of continuous employment in respect of which the employee was already granted any type of termination benefit by the Public Service, a Federal Crown Corporation, the Canadian Forces or the Royal Canadian Mounted Police. Under no circumstances shall the maximum severance pay provided under clause **B31.01** be pyramided.

B31.03 The weekly rate of pay referred to in the above clauses shall be the weekly rate of pay to which **the** employee is entitled for the classification prescribed in his certificate of appointment, immediately prior to the termination of such employee's employment.

B31.04 Appointment to another employer organization

Notwithstanding paragraph **B31.01 (b)**, an employee who resigns to accept an appointment with an organization listed in Part I or Part II of Schedule I of the **Public Service Staff Relations Act** may choose not to be paid severance pay provided that the appointing Organization will accept the employee's Part II service for its severance pay entitlement.

**ARTICLE B32
STATEMENT OF DUTIES**

B32.01 Upon written request, an employee shall be provided with a complete and current statement of duties and responsibilities of his or her position, including the classification level and, where applicable, the point rating by factor to his or her position, and an organizational chart depicting the position's place in the organization.

**ARTICLE B33
REGISTRATION FEES**

B33.01 The Employer shall reimburse an employee for their payment of membership or registration fees to an organization or governing body when the payment of such fees is requirement for the continuation of the performance of the duties of the employee's position.

**ARTICLE B34
IMMUNIZATION**

B34.01 The Employer shall provide the employee with immunization against communicable diseases where there is a risk of incurring such diseases in the performance of the employee's duties.

**ARTICLE B35
TECHNOLOGICAL CHANGE**

B35.01 The parties have agreed that in cases where, as a result of technological change, the services of an employee are no longer required beyond a

specified date because of lack of work or the discontinuance of a function, the Employment Transition Policy, Appendix "B" concluded by the parties will apply. In all other cases, the following clauses will apply:

B35.02 In this Article "Technological Change" means:

(a) the introduction by the Employer of equipment or material of a substantially different nature than that previously utilized which will result in significant changes in the employment status or working conditions of employees;

or

(b) a major change in the Employer's operation directly related to the introduction of that equipment or material which will result in significant changes in the employment status or working conditions of the employees.

B35.03 Both parties recognize the overall advantages of technological change and will, therefore, encourage and promote technological change in the Employer's operations. Where technological change is to be implemented, the Employer will seek ways and means of minimizing adverse effects on employees which might result from such changes.

B35.04 The Employer agrees to provide as much advance notice as is practicable but, except in cases of emergency, not less than one hundred and twenty (120) days written notice to the Institute of the

introduction or implementation of technological change.

B35.05 The written notice provided for in clause B35.04 will provided the following information:

- (a) the nature and degree of change;
- (b) the anticipated date or dates on which the Employer plans to effect change;
- (c) the location or locations involved.

B35.06 As soon as reasonably practicable after notice is given under clause B35.04, the Employer shall consult with the Institute concerning the effects of the technological change referred to in clause B35.05 on each group of employees. Such consultation will include but not necessarily be limited to the following:

- (a) the approximate number, class and location of employees likely to be affected by the change;
- (b) the effect the change may be expected to have on working conditions or terms and conditions of employment on employees.

B35.07 When, as a result of technological change, the Employer determines that an employee required new skills or knowledge in order to perform the duties of their substantive position, the Employer will make every reasonable effort to provide the necessary training during the employee's working hours and at no cost to the employee.

**ARTICLE B36
SAFETY AND HEALTH**

- B36.01** The Employer shall continue to make all reasonable provisions for the occupational safety and health of employees. The Employer will welcome suggestions on the subject from the Institute and the parties undertake to consult with a view to adopting and expeditiously carrying out reasonable procedures and techniques designed or intended to prevent or reduce the risk of employment injury or occupational illness.
- B36.02** Subject to any legislation, amendments or any instrument introduced by Parliament, it is recognized that Part II of the Canada Labour Code applies to CFIA.

**ARTICLE B37
RELIGIOUS OBSERVANCE**

- B37.01** The Employer shall make every reasonable effort to accommodate an employee who requests time off to fulfill his or her religious obligations.
- B37.02** Employees may, in accordance with the provisions of this Agreement, request annual leave, compensatory leave, leave without pay for other reasons or a shift exchange in order to fulfill their religious obligations.
- B37.03** Notwithstanding clause B37.02, at the request of the employee and at the discretion of the Employer, time off with pay may be granted to the employee in order to fulfill his or her religious

obligations. The number of hours with pay so granted must be made up hour for hour within a period of six (6) months, at times agreed to by the Employer. Hours worked as a result of time off granted under this clause shall not be compensated nor should they result in any additional payments by the Employer.

B37.04 An employee who intends to request leave or time off under this Article must give notice to the Employer as far in advance as possible but no later than four (4) weeks before the requested period of absence.

PART C
STAFF RELATIONS MATTERS

ARTICLE CI
CHECK-OFF

- C1.01** The Employer will as a condition of employment deduct an amount equal to the amount of the membership dues from the monthly pay of all employees in the bargaining unit.
- C1.02** The Institute shall inform the Employer in writing of the authorized monthly deduction to be checked off for each employee defined in clause **C1.01**.
- C1.03** For the purpose of applying clause **C1.01**, deductions from pay for each employee in respect of each month will start with the first full month of employment to the extent that earnings are available.
- C1.04** An employee who satisfies the Employer to the extent that he or she declares in an affidavit that he or she is a member of a religious organization, whose doctrine prevents him or her as a matter of conscience from making financial contributions to an employee organization and that he or she will make contributions to a charitable organization, registered pursuant to the *Income Tax Act*, equal to dues, shall not be subject to this Article, provided that the affidavit will be provided to the Institute.

- C1.05** No employee organization, as defined in Section 2 of the Public *Service* Staff Relations Act, other than the Institute, shall be permitted to have membership dues and/or other monies deducted by the Employer from the pay of employees in the bargaining unit.
- C1.06** The amounts deducted in accordance with clause C1.01 shall be remitted to the Institute by cheque within a reasonable period of time after deductions are made and shall be accompanied by particulars identifying each employee and the deductions made on the employee's behalf.
- C1.07** The Employer agrees to continue the past practice of making deductions for other purposes on the basis of the production of appropriate documentation.
- C1.08** The Institute agrees to indemnify and save the Employer harmless against any claim or liability arising out of an error committed by the Employer, in which case the liability shall be limited to the amount of the error.
- C1.09** When it is mutually acknowledged that an error has been committed, the Employer shall endeavour to correct such error within the two (2) pay periods following the acknowledgement of error.
- C1.10** Where an employee does not have sufficient earnings in respect of any month to permit deductions under this Article the Employer shall not be obligated to make such deductions for that month from subsequent salary.

C4.04 Leave for Stewards

Operational requirements permitting, the Employer shall grant leave with pay to an employee to enable such employee to carry out their 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 their return to their supervisor whenever practicable.

ARTICLE C5
LEAVE FOR STAFF RELATIONS MATTERS

C5.01 Public Service Staff Relations Board Hearings

Complaints made to the Public Service Staff Relations **Board** Pursuant to Section 23 of the Public ***Service Staff Relations Act***.

Where operational requirements permit the Employer will grant leave with pay:

(a) to an employee who **makes** a complaint on his/her own behalf before the Public Service Staff Relations Board,

and

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

C5.02 Applications for Certification, Representations and Interventions with Respect to Applications for Certification

Where operational requirements permit, the Employer will grant leave without pay:

(a) to an employee who represents the Institute in an application for certification or in an intervention,

and

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

C5.03 Employee Called as a Witness

The Employer will grant leave with pay:

(a) to an employee called as a witness by the Public Service Staff Relations Board,

and

(b) where operational requirements permit, to an employee called as a witness by an employee or the Institute.

C5.04 Arbitration Board and Conciliation Board, Alternative Dispute Resolution Hearings

Where operational requirements permit, **the** Employer will grant leave with pay to an employee representing the Institute before an Arbitration

Board, in an Alternative Dispute Resolution process, or Conciliation Board hearing; all of which are as defined in the ***Public Service Staff Relations Act***.

C5.05 Employee Called as a Witness

Where operational requirements permit, the Employer will grant leave with pay to an employee called as a witness by an Arbitration Board, in an Alternative Dispute Resolution process, or Conciliation Board hearing, all of which are as defined in the ***Public Service Staff Relations Act***.

C5.06 Adjudication

Where operational requirements permit, the Employer will grant leave with pay to an employee who is:

- (a) a party to an adjudication,
- or
- (b) the representative of an employee who is a party to an adjudication,
- or
- (c) a witness called by an employee who is party to an adjudication.

C5.07 Meetings During the Grievance Process:

Employee Presenting Grievance

Where operational requirements permit, the Employer will grant to an employee:

- (a) where the Employer originates a meeting with the employee who has presented the grievance, leave with pay when the meeting is held in the headquarters area of such employee and on duty status when the meeting is held outside the headquarters **area** of such employee;

and

- (b) where an employee who has presented a grievance seeks to meet with the Employer, leave with pay to the employee when the meeting is held in the headquarters area of such employee and leave without pay when the meeting is held outside the headquarters area of such employee.

C5.08 Employee Who Acts as Representative

Where an employee wishes to represent at a meeting with the Employer, an employee who has presented a grievance, the Employer will, where operational requirements permit, grant leave with pay to the representative when the meeting **is** held in the headquarters area of such employee and leave without pay when the meeting is held outside the headquarters area of such employee.

C5.09 Grievance investigations

Where an employee has asked or is obliged to be represented by the Institute in relation to the presentation of a grievance and an employee acting on behalf of the Institute wishes to discuss the grievance with that employee, the employee and the representative of the employee will, where operational requirements permit, be given reasonable leave with pay for this purpose when the discussion takes place in the headquarters area of such employee and leave without pay when it takes place outside the headquarters area of such employee.

C5.10 Contract Negotiations Meetings

Where operational requirements permit, the Employer will grant leave without pay to an employee for the purpose of attending contract negotiations meetings on behalf of the Institute.

C5.11 Preparatory Contract Negotiations Meetings

Where operational requirements permit, the Employer will grant leave without pay to an employee to attend preparatory contract negotiations meetings.

C5.12 Meetings Between the Institute and Management

Where operational requirements permit, the Employer will grant leave with pay to an employee to attend meetings with management on behalf of the Institute.

C5.13 Institute Meetings and Conventions

Where operational requirements permit, the Employer will grant leave without pay to an employee to attend meetings and conventions provided in the Constitution and By-Laws of the Institute.

C5.14 Stewards Training Courses

- (1)** Where operational requirements permit, the Employer will grant leave without **pay** to employees appointed as Stewards by the Institute, to undertake training sponsored by the Institute related to the duties of a Steward.

- (2)** Where operational requirements permit, the Employer will grant leave with pay to employees appointed as Stewards by the Institute, to attend training sessions concerning Employer-employee relations sponsored by the Employer.

ARTICLE C6 CONTRACTING OUT

- C6.01** The Employer will continue past practice in giving all reasonable consideration to continued employment in the Canadian Food Inspection Agency of employees who would otherwise become redundant because work is contracted out.

**ARTICLE C7
JOB SECURITY**

C7.01 Subject to the willingness and capacity of individual employees to accept relocation and retraining, the Employer will make every reasonable effort to ensure that any reduction in the work force will be accomplished through attrition.

**ARTICLE C8
ILLEGAL STRIKES**

C8.01 The *Public Service Staff Relations Act* provides penalties for engaging in illegal strikes. Disciplinary action may also be taken, which will include penalties up to and including discharge, for participation in an illegal strike as defined in the *Public Service Staff Relations Act*.

**ARTICLE C9
INTERPRETATION OF AGREEMENT**

C9.01 The parties agree that, in the event of a dispute arising out of the interpretation of a clause or Article in this Agreement, it is desirable that **the** parties should meet within a reasonable time and seek to resolve the problem. This Article does not prevent employees from availing themselves of the grievance procedure provided in this Agreement.

**ARTICLE C10
GRIEVANCE PROCEDURE**

C10.01 The parties recognize the value of informal discussion between employees and their supervisors to the end that problems might be resolved without recourse to a formal grievance. When an employee, within the time limits prescribed in clause C10.08, gives notice that such employee wishes to take advantage of this clause, it is agreed that the period between the initial discussion and the **final** response shall not count as elapsed time for the purpose of grievance time limits.

C10.02 An employee who wishes to present a grievance at any prescribed step in the grievance procedure, shall transmit this grievance to such employee's immediate supervisor or local officer-in-charge who shall forthwith:

(a) forward the grievance to the representative of the Employer authorized to deal with grievances at the appropriate step,

and

(b) provide the employee with a receipt stating the date on which the grievance was received by such immediate supervisor or local officer-in-charge.

C10.03 A grievance of an employee shall not be deemed to be invalid by reason only of the fact that it is not in accordance with the form supplied by the Employer.

C10.04 Subject to and as provided in Section 91 of the *Public Service Staff Relations Act*, an employee who feels that he/she has been treated unjustly or considers themselves aggrieved by an action or lack of action by the Employer in matters other than those arising from the classification process is entitled to present a grievance in the manner prescribed in clause C10.02, except that:

(a) where there is another administrative procedure provided by or under any Act of Parliament to 'deal with such employee's specific complaint such procedure must be followed,

and

(b) where the grievance relates to the interpretation or application of this Collective Agreement or an Arbitral Award, such employee has the approval of and is represented by the Institute.

C10.05 There shall be no more than a maximum of four (4) steps in the grievance procedure. These steps shall be as follows:

(a) Step 1 - first level of management;

(b) Steps 2 and 3 where such steps are established - intermediate step(s);

(c) Final Step - President or authorized representative.

C10.06 The Employer shall designate a representative at each step in the grievance procedure and shall inform each employee to whom the procedure applies of the name or title of the person so designated together with the name or title and address of the immediate supervisor or local officer-in-charge to whom a grievance is to be presented.

This information shall be communicated to employees by means of notices posted by the Employer in places where such notices are most likely to come to the attention of the employees to whom the grievance procedure applies, or otherwise as determined by agreement between the Employer and the Institute.

C10.07 If he/she so **desires**, an employee **may** be assisted and/or represented by the Institute when presenting a grievance at any step. The Institute shall have the right to consult with the Employer with respect to a grievance at each or any step of the grievance procedure.

C10.08 An employee may present a grievance to the first step of the procedure in the manner prescribed in clause **C10.02**, not later than the twenty-fifth (**25th**) day after the date on which such employee is notified orally or in writing or on which such employee first **becomes** aware of the action or circumstances giving **rise** to the grievance.

C10.09 An employee may present a grievance at each succeeding step in the grievance procedure beyond the first step either:

- (a) where the decision or settlement is not

satisfactory to the employee, within ten (10) days after that decision or settlement has been conveyed in writing to the employee by the Employer,

or

- (b) where the Employer has not conveyed a decision to the employee within the time prescribed in clause C10.10, within fifteen (15) days after the employee presented the grievance at the previous step.

C10.10 The Employer shall normally reply to an employee's grievance at any step of the grievance procedure, except the final step, within ten (10) days after the grievance is presented, and within twenty (20) days where the grievance is presented at the final step.

C10.11 Where an employee has been represented by the Institute in the presentation of such employee's grievance, the Employer will provide the appropriate representative of the Institute with a copy of the Employer's decision at each step of the grievance procedure at the same time that the Employer's decision is conveyed to the employee.

C10.12 Where a grievance has been presented up to and including the final step in the grievance process, and the grievance is not one that may be referred to adjudication, the decision on the grievance taken at the final step in the grievance process is final and binding and no further action may be taken under the *Public Service Staffrelations Act*.

C10.13 In determining the time within which any action is to be taken as prescribed in this procedure, Saturdays, Sundays and designated paid holidays shall be excluded.

C10.14 Where the provisions of clause C10.02 cannot be complied with and it is necessary to present a grievance by mail, the grievance shall be deemed to have been presented on the day on which it is postmarked and it shall be deemed to have been received by the Employer on the day it is delivered to the appropriate office of the agency concerned. Similarly, the Employer shall be deemed to have delivered a reply on any step on the date on which the letter containing the reply is postmarked, but the time limit within which the grievor may present his/her grievance at the next higher step shall be calculated from the date on which the Employer's reply was delivered to the address shown on the grievance form.

C10.15 The time limits stipulated in this procedure may be extended by mutual agreement between the Employer and the employee and, where appropriate the Institute representative, except as provided in clause C10.17.

C10.16 Where it appears that the nature of the grievance is such that a decision cannot be given below a particular step of authority, any or all the steps except the final step may be eliminated by agreement of the Employer and the employee, and, where applicable, the Institute.

C10.17 Where the Employer demotes or terminates an employee for cause pursuant to paragraph 11 (2) (f) or (g) of the Financial Administration Act, the

grievance procedure set forth in this Agreement shall apply except that:

(a) the grievance may be presented at the final step only,

and

(b) the twenty (20) day time limit within which the Employer is to reply at the final step may be extended to a maximum of forty (40) days by mutual agreement of the Employer and the appropriate representative of the Institute.

C10.18 An employee may by written notice to his/her immediate supervisor or **officer-in-charge** abandon a grievance.

C10.19 Any employee who fails to present a grievance to the next higher step within the prescribed time limits shall be deemed to have abandoned the grievance unless, due to circumstances beyond such employee's control, such employee was unable to comply with the prescribed time limits.

C10.20 No person shall seek by intimidation, by threat of dismissal or by any other kind of threat to cause an employee to abandon such employee's grievance or refrain from exercising such employee's right to present a grievance, as provided in this Collective Agreement.

C10.21 Where an employee has presented a grievance up to and including the Final Level in the grievance procedure with respect to:

(a) the interpretation or application in respect of him or her of a provision of this Agreement or a related arbitral award,

or

(b) disciplinary action resulting in suspension or a financial penalty ,

or

(c) termination of employment or demotion pursuant to paragraph 11 (2) (f) or (g) of the Financial Administration Act,

and the employee's grievance has not been dealt with to his or her satisfaction, he or she may refer the grievance to adjudication in accordance with the provisions of the Public Service Staff Relations Act and Regulations.

C10.22 Where a grievance that may be presented by an employee to adjudication is a grievance relating to the interpretation or application in respect of such employee of a provision of this Agreement or an Arbitral Award, the employee is not entitled to refer the grievance to adjudication unless the Institute signifies in prescribed manner:

(a) its approval of the reference of the grievance to adjudication,

and

(b) its willingness to represent the employee in the adjudication proceedings.

**

C10.23 In cases of alleged misinterpretation or misapplication arising out of agreements concluded by the National Joint Council (NJC) of the Public Service on items which may be included in a collective agreement and which the parties to this Agreement have endorsed, the grievance procedure will be in accordance with Part 14 of the NJC By-Laws.

ARTICLE C11 JOINT CONSULTATION

C11.01 The parties acknowledge the mutual benefits to be derived from joint consultation and will consult on matters of common interest.

C11.02 The subjects that may be determined as appropriate for joint consultation will be by mutual agreement of the parties and shall include consultation regarding career development. Consultation may be at the local, regional or national level as determined by the parties.

C11.03 Wherever possible, the Employer shall consult with representatives of the Institute at the appropriate level about contemplated changes in conditions of employment or working conditions not governed by this Agreement.

C11.04 Joint Consultation Committee Meetings

The Consultation Committees 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.

C11.05 Employees forming the continuing membership of the 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.

C11.06 Joint Consultation Committees are prohibited from agreeing to items which would alter any provision of this collective agreement.

ARTICLE C12 STANDARDS OF DISCIPLINE

C12.01 Where written Agency standards of discipline are developed or amended, the Employer agrees to supply sufficient information on the standards of discipline to each employee and to the Institute.

C12.02 Where an employee is required to attend a meeting on disciplinary matters the employee is entitled to have a representative of the Institute attend the meeting when the representative is readily available.

C12.03 The Employer agrees not to introduce as evidence in a hearing relating to disciplinary action any document concerning the conduct or performance of an employee the existence of which the employee was not aware at **the** time of *filing* or within a reasonable time thereafter.

C12.04 Notice of disciplinary action which may have been placed on the personnel file of an employee shall be destroyed after two (2) years have elapsed since the disciplinary action was taken provided that no further disciplinary action has been recorded during this period.

**ARTICLE C13
EMPLOYEES ON INDUSTRIAL PREMISES**

C13.01 Employees whose normal duties are performed on the premises of another employer are prevented from performing their duties because of a strike or lock-out on the industrial employer's premises, shall report the matter to the Employer and the Employer will consider measures designed to ensure that, so long as work is available, the employees affected are not denied regular pay and benefits to which they would normally be entitled.

**PART D
OTHER TERMS AND CONDITIONS**

**ARTICLE D1
PART-TIME EMPLOYEES**

D1.01 Definition

Part-time employee means a person whose normal scheduled hours of work are less than thirty-seven and one-half (37 %) hours per week, but not less than those prescribed in the Public Service Staff *Relations Act*.

D1.02 General

Part-time employees shall be entitled to the benefits provided under this Agreement in the same proportion as their normal scheduled weekly hours of work compare with the normal weekly hours of work of full-time employees unless otherwise specified in this Agreement.

D1.03 Part-time employees shall be paid at the hourly rate of pay for all work performed up to seven and one-half (**7 ½**) hours in a day or thirty-seven and one-half (37 ½) hours in a week unless the employee is working other daily or weekly hours of work as prescribed pursuant to Article B1 Hours of Work.

D1.04 The days of rest provisions of this Collective Agreement apply only in a week when a part-time employee has worked five (5) days and a minimum of thirty-seven and one-half (37 ½)

hours in a week at the hourly rate of pay.

D1.05 Leave will only be provided:

(a) during those periods in which employees are scheduled to perform their duties;

or

(b) where it may displace other leave as prescribed by this Agreement.

D1.06 Designated Holidays

A part-time employee shall not be paid for the designated holidays but shall, instead be paid a premium of four and one-quarter (4.25%) per cent for all straight-time hours worked during the period of part-time employment.

D1.07 Subject to Article B4 Overtime, when a part-time employee is required to work on a day which is prescribed as a designated paid holiday for a full-time employee in clause B7.01 of this Agreement, the employee shall be paid time and one-half (1½) the hourly rate of pay for all hours worked on the holiday. The provisions of clause B4.04 Compensatory Leave do not apply.

D1.08 Overtime

"Overtime" means work required by the Employer, to be performed by the employee, in excess of those hours prescribed in clause D1.03 but does not include time worked on a holiday.

D1.09 Subject to Article B4 Overtime, a part-time employee who is required to work overtime shall be paid at time and one-half ($1 \frac{1}{2}$) for all overtime hours worked. The provisions of clause B4.04 Compensatory Leave do not apply.

D1.10 Vacation Leave

A part-time employee shall earn vacation leave credits for each month in which the employee receives pay **for** at least twice the number **of** hours in the employee's normal work week, at the rate for years of employment established in clause B11.02, prorated and calculated as follows:

- (a) when the entitlement is one and one-quarter ($1\frac{1}{4}$) days a month, **.250** multiplied by the number of hours in the employee's work week per month;
- (b) when the entitlement is one and two-thirds ($1\frac{2}{3}$) days a month, **.333** multiplied by the number of hours in the employee's work week per month;
- ****
- (c) when the entitlement is one and five-sixths ($1\frac{5}{6}$) days a month, **.367** multiplied by the number of hours in the **employee's work week per month**;
- (d) when the entitlement is one and eleven-twelfth ($1\frac{11}{12}$) days a month, **.383** multiplied by the number of hours in the employee's work week per month;
- (e) when the entitlement is two and one-

twelfth ($21/12$) days a month, .417 multiplied by the number of hours in the employee's work week per month;

**

(f) when the entitlement is two and one-quarter ($2\frac{1}{4}$) days a month, .450 multiplied by the number of hours in the employee's work week per month;

(g) when the entitlement is two and a half ($2\frac{1}{2}$) days a month, .500 multiplied by the number of hours in the employee's work week per month.

SEE APPENDIX "C" FOR VACATION CONVERSION TABLE

D1.11 Sick Leave

A part-time employee shall earn sick leave credits at the rate of one-quarter ($\frac{1}{4}$) of the number of hours in an employee's normal work week for each calendar month in which the employee has received pay for at least twice (2) the number of hours in the employee's normal work week.

D1.12 Vacation and Sick Leave Administration

(a) For the purposes of administration of clauses D1.10 and D1.11, where an employee does not work the same number of hours each week, the normal work week shall be the weekly average calculated on a monthly basis.

(b) An employee whose employment in any month is a combination of both full-time

and part-time employment shall not earn vacation or sick leave credits in excess of the entitlement of a full-time employee.

D1.13 Severance Pay

Notwithstanding the provisions of Article B31 Severance Pay , where the period of continuous employment in respect of which a severance benefit is to be paid consists of both full and part-time employment or varying levels of part-time employment, the benefit shall be calculated as follows: the period of continuous employment eligible for severance pay shall be established and the part-time portions shall be consolidated to equivalent full-time weekly pay rate for the appropriate group and level to produce the severance pay benefit.

D1.14 The weekly rate of pay referred to in clause D1.13 shall be the weekly rate of pay to which the employee is entitled for the classification prescribed in such employee's certificate of appointment, immediately prior to the termination of such employee's employment.

**ARTICLE D2
EMPLOYEE PERFORMANCE REVIEW AND EMPLOYEE
FILES**

D2.01 For the purpose 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/her 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/her concurrence with the statements contained on the form.

A copy of the employee's assessment form shall be provided to him or her 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 (%) 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/her work, the employee shall have the right to present written counter arguments to the manager(s) or

committee(s) responsible for the assessment and/or appraisal decision.

D2.04 Upon written request of an employee, the personnel file of that employee shall be made available once per year for his/her 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.

ARTICLE D3 EMPLOYMENT REFERENCES

D3.01 On application by an employee, the Employer shall provide personal references to the prospective employer of such employee, indicating length of service, principal duties and responsibilities and performance of such duties. Personal references requested by a prospective employer outside the Agency will not be provided without the written consent of the employee.

ARTICLE D4 SEXUAL HARASSMENT

D4.01 The Institute and the Employer recognize the right of employees to work in an environment free from sexual harassment and agree that **sexual** harassment will not be tolerated in the work place.

-
- D4.02 (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 **D4.02(a)** a level in the grievance procedure is waived, no other level shall be waived except by mutual agreement.

**ARTICLE D5
NO DISCRIMINATION**

- D5.01** There shall be no discrimination, interference, restriction, coercion, harassment, intimidation, or any disciplinary action exercised or practised with respect to an employee by reason of age, race, creed, colour, national origin, religious affiliation, sex, sexual orientation, family status, marital status, mental or physical disability, membership or activity in the Institute or conviction **for** which a pardon has been granted.

**PART E
PAY AND DURATION**

**ARTICLE E I
PAY**

- E1.01** Except as provided in clauses E1.01 to E1.08 inclusive, and the Notes to Appendix "A" of this Agreement, the terms and conditions governing the application of pay to employees are not affected by this Agreement.
- E1.02** An employee is entitled to be paid for services rendered at:
- (a) the pay specified in Appendix "A" for the classification of the position to which such employee is appointed, if the classification coincides with that prescribed in his certificate of appointment,

or

 - (b) the pay specified in Appendix "A" for the classification prescribed in the employee's certificate of appointment, if that classification and the classification of the position to which the employee is appointed do not coincide.
- E1.03** The rates of pay set forth in Appendix "A" shall become effective on the date specified therein.
- E1.04** Only rates of pay and compensation for overtime

which has been paid to an employee during the retroactive period will be recomputed and the difference between the amount paid on the old rates of pay and the amount payable on the new rates of pay will be paid to the employee.

E I.05 Pay Administration

When two or more of the following actions occur on the same date, namely appointment, pay increment, pay revision, the employee's rate of pay shall be calculated in the following sequence:

- (a) the employee shall receive their pay increment;
- (b) the employee's rate of pay shall be revised;
- (c) the employee's rate of pay on appointment shall be established in accordance with this Agreement.

E I.06 Rates of Pay

- (a) This clause supersedes the Retroactive Remuneration Directives. Where the rates of pay set forth in Appendix "A" have an effective date prior to the date of signing of the collective agreement the following shall apply:
 - (i) "retroactive period" for the purpose of clauses (ii) to (v) means the period commencing on the effective date of the retroactive upward revision in rates of pay and ending on the day

the collective agreement is signed or when an arbitral award is rendered therefore;

- (ii) a retroactive upward revision in rates of pay shall apply to employees, former employees or in case of death the estates of former employees, who were employees in the bargaining unit during the retroactive period;
- (iii) rates of pay shall be paid in an amount equal to what would have been paid had the collective agreement been signed or an arbitral award rendered therefore on the effective date of the revision in rates of pay;
- (iv) in order for former employees, or in the case of death for the former employee's representatives, to receive payment in accordance with clause (iii), the Employer shall notify by registered mail, such individuals at their last known address that they have thirty (30) days from the date of receipt of the registered letter to request in writing such payment after which time any obligation upon the Employer to provide payment ceases;
- (v) no payment nor notification shall be made pursuant to clause E1.06 for one dollar (\$1.00) or less.

E1.07 This Article is subject to the Memorandum of Understanding signed by the Employer and the Professional Institute of the Public Service of Canada dated July 21, 1982 in respect of red-circled employees.

**

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 five (5) consecutive working days, such employee shall be paid acting pay calculated from the date on which they 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.

ARTICLE E2 NATIONAL JOINT COUNCIL AGREEMENTS

**

E2.01 Agreements concluded by the National Joint Council (**NJC**) of the Public Service on items which may be included in a Collective Agreement, and which the parties to this Agreement have endorsed after December 6, 1978 will form part of this Collective Agreement, subject to the **Public Service Staff Relations Act (PSSRA)** and any legislation by Parliament that has been or may be, as the case may be, established pursuant to any Act specified in Schedule II of the **PSSRA**.

E2.02 The **NJC** items which may be included in a Collective Agreement are those items which parties to the **NJC** Agreements have designated as such or upon which the Chairman of the Public Service Staff Relations Board has made a ruling pursuant to clause (c) of the **NJC** Memorandum of Understanding which became effective December 6, 1978.

(a) The following directives, as amended from time to time by National Joint Council recommendation and which have been approved by the Treasury Board of Canada form part of this Collective Agreement:

-Bilingualism Bonus Directive;

-Commuting Assistance Directive;

-Foreign Service Directives;

-Isolated Posts Directive;

-Living Accommodation Charges Directive;

-Memorandum of Understanding on the definition of the Word "spouse"

-Public Service Health Care Plan;

-Relocation Directive:

-Travel Directive;

-Uniform Directive;

HEALTH / SAFETY

- Boiler and Pressure Vessels Directive;
- Committees and Representatives Directive;
- Electrical Directive;
- Elevated Devices Directive;
- Elevated Work Structures Directive;
- First-Aid Allowance Directive;
- First-Aid Safety and Health **Directive**;
- Hazardous** Confined Spaces Directive;
- Hazardous Substances Directive;
- Material Handling Directive;
- Motor Vehicle Operations Directive;
- Noise Control and Hearing Conservation Directive;
- Personal **Protective** Equipment and Clothing Directive;
- Pesticides Directive;
- Refusal to Work Directive;

-Sanitation Directive;

-Tools and Machinery Directive:

-Use and Occupancy of Building
Directive;

- (b) During the term of this Collective Agreement, other directives may be added to the above noted list.
- (c) Grievances in regard to the above directives shall be filed in accordance with clause of Article C **10.23** of the grievance procedure in this Collective Agreement

ARTICLE E3 AGREEMENT RE-OPENER

- E3.01** This Agreement may be amended by mutual consent. If either party wishes to amend or vary this Agreement, it shall give to the other party notice of any amendment proposed and the parties shall meet and discuss such proposal not later than one (1) calendar month after receipt of such notice.

ARTICLE E4 DURATION

- E4.01** The duration of this Collective Agreement shall be from the date it is signed to September **30, 2003**.
- E4.02** Unless otherwise expressly stipulated, the provisions of the Collective Agreement shall become effective on the date it is signed,

SIGNED AT OTTAWA, this 16th day of the month of April, 2002

CANADIAN FOOD INSPECTION
AGENCY

PROFESSIONAL INSTITUTE OF THE
PUBLIC SERVICE OF CANADA

Ronald L. Doering

Steve Hindle

Fiona Spencer

Michèle Demers

Stephen Black

Stephen Black

André Thibodeau

Robert V. Derikozis

Robert V. Derikozis

Garth Colpitts

Michel Paré

Michel Paré

Rick Gammer

Jo Ann Parton

Jo Ann Parton

Marcel Dawson

Josée Rousseau

Lyle Reid

Gaétan Tessier

Jon Peirce

Jon Peirce

Michel Gingras

Michel Gingras

Appendix "A"

AGRICULTURE GROUP

Annual Rates of Pay
(in dollars)

A - Effective October 1, 2000
 B - Effective October 1, 2001
 C - Effective October 1, 2002

AG-1

From:	\$	22405	to	39210*/	40003	41552	43102	44655	46204	47547
To:	A	23122	to	40465*/	41283	42882	44481	46084	47683	49069
	B	23769	to	41598*/	42439	44083	45726	47374	49018	50443
	C	24363	to	42638*1	43500	45185	46869	48558	50243	51704

*(WITH INTERMEDIATE STEPS OF \$10)

AG-2

From:	\$	43797	45676	47566	49446	51330	53213	55095	56771
To:	A	45199	47138	49088	51028	52973	54916	56858	58588
	B	46465	48458	50462	52457	54456	56454	58450	60228
	C	47627	49669	51724	53768	55817	57865	59911	61734

AG-3

From:	\$	52103	54368	56630	58899	61159	63240	65114
To:	A	53770	56108	58442	60784	63116	65264	67198
	B	55276	57679	60078	62486	64883	67091	69080
	C	56658	59121	61580	64048	66505	68768	70807

AG-4

From:	\$	61687	64071	66462	68846	71236	73419
To:	A	63661	66121	68589	71049	73516	75768
	B	65444	67972	70509	73038	75574	77890
	C	67080	69671	72272	74864	77463	79837

AG-5

From:	\$	70243	72885	75527	78080	80426
To:	A	72491	75217	77944	80579	83000
	B	74521	77323	80126	82835	85324
	C	76384	79256	82129	84906	87457

Appendix "A"

BIOLOGICAL SCIENCES GROUP

Annual Rates of Pay
(in dollars)

A - Effective October 1, 2000

B - Effective October 1, 2001

C - Effective October 1, 2002

BI-1

From:	\$	22405	to	39210*/	40003	41552	43102	44655	46204	47547
To:	A	23122	to	40465*/	41283	42882	44481	46084	47683	49089
	B	23769	to	41598*/	42439	44083	45726	47374	49018	50443
	C	24363	to	42638*/	43500	45185	46869	48558	50243	51704

*(WITH INTERMEDIATE STEPS OF \$10)

BI-2

From:	\$	43797	45676	47566	49446	51330	53213	55095	56771
To:	A	45199	47138	49088	51028	52973	54916	56858	58588
	B	46465	48458	50462	52457	54456	56454	58450	60228
	C	47627	49669	51724	53768	55817	57865	59911	61734

BI-3

From:	\$	52103	54388	56630	58899	61159	63240	65114
To:	A	53770	56108	58442	60784	63116	65264	67198
	B	55276	57679	60078	62486	64883	67091	69080
	C	56658	59121	61580	64048	66505	68768	70807

BI-4

From:	\$	61687	64071	66462	68846	71236	73419
To:	A	63661	66121	68589	71049	73516	75768
	B	65444	67972	70509	73038	75574	77890
	C	67080	69671	72272	74864	77463	79837

BI-5

From:	\$	70243	72885	75527	78080	80426
To:	A	72491	75217	77944	80579	83000
	B	74521	77323	80126	82835	85324
	C	76384	79256	82129	84906	87457

Appendix "A"

CHEMISTRY GROUP

Annual Rates of Pay
(in dollars)

A - Effective October 1, 2000
B - Effective October 1, 2001
C - Effective October 1, 2002

CH-1

From:	\$	25017	to	34805*/	37077	38743	40407	42073	43648
To:	A	25818	to	35919*/	38263	39983	41700	43419	45045
	B	26541	to	36925*/	39334	41103	42868	44635	46306
	C	27205	to	37848*/	40317	42131	43940	45751	47464

(WITH INTERMEDIATE STEPS OF \$10)

CH-2

From:	\$	40833	42839	44847	46854	48874	50871	52776	55554	57625
To:	A	42140	44210	46282	48353	50438	52499	54465	57332	59469
	B	43320	45448	47578	49707	51850	53969	55990	58937	61134
	C	44403	46584	48767	50950	53146	55318	57390	60410	62662

CH-3

From:	\$	49052	51465	53877	56294	58705	61120	63532	64892	66734
To:	A	50622	53112	55601	58095	60584	63076	65565	66969	68869
	B	52039	54599	57158	59722	62280	64842	67401	68844	70797
	C	53340	55964	58587	61215	63837	66463	69086	70565	72567

CH-4

From:	\$	58950	61651	64144	66634	69124	71615	73686
To:	A	60836	63624	66197	68766	71336	73907	76044
	B	62539	65405	68051	70691	73333	75976	78173
	C	64102	67040	69752	72458	75166	77875	80127

CH-5

From:	\$	68149	71079	74013	76943	79874	81945
To:	A	70330	73364	76381	79405	82430	84567
	B	72299	75408	78520	81628	84738	86935
	C	74106	77293	80483	83669	86856	89108

Appendix "A"

COMMERCE GROUP

**Annual Rates of Pay
(in dollars)**

A - Effective October 1, 2000
 B - Effective October 1, 2001
 C - Effective October 1, 2002

CODEV

From: \$ 20342 to 43611"
 To: A 20993 to 45007*
 B 21581 to 46267*
 C 22121 to 47424"

*(WITH INTERMEDIATE STEPS OF \$10)

CO-1

From: \$ 37833 39620 41404 43194 44973 46766 48548 50332 51909
 To: A 39044 40888 42729 44576 46412 48263 50102 51943 53570
 B 40137 42033 43925 45824 47712 49614 51505 53397 55070
 C 41140 43084 45023 46970 48905 50854 52793 54732 56447

CO-2

From: \$ 49318 51889 54456 57027 59591 62162 64726 67302 69868 72227
 To: A 50896 53549 56199 58852 61498 64151 66797 69456 72104 74538
 B 52321 55048 57773 60500 63220 65947 68667 71401 74123 76825
 C 53829 56424 59217 62013 64801 67596 70384 73186 75976 78541

CO-3

From: \$ 60447 63307 66167 69024 71883 74744 77430 79910
 To: A 62381 65333 68284 71233 74183 77136 79908 82467
 B 64128 67162 70196 73228 76260 79296 82145 84776
 C 65731 68841 71951 75059 78167 81278 84199 86895

CO-4

From: \$ 69013 72136 75230 78137 81052 83949 87072
 To: A 71221 74444 77637 80637 83646 86635 89858
 B 73215 76528 79811 82895 85988 89061 92374
 C 75045 78441 81806 84967 88138 91288 94683

Appendix " A

ENGINEERING AND LAND SURVEY GROUP

**Annual Rates of Fay
(in dollars)**

A - Effective October 1, 2000
 B - Effective October 1, 2001
 C - Effective October 1, 2002

ENENG-1

From:	\$	31417	to	37688*/	39090
To:	A	32422	to	38894*1	40341
	B	33330	to	39983*/	41471
	C	34163	to	40983*/	42508

(WITH INTERMEDIATE STEPS OF \$10)

ENENG-2

From:	\$	39155	40791	42547	44183	45816	47523
To:	A	40408	42096	43909	45597	47282	49044
	B	41539	43275	45138	46874	48606	50417
	C	42577	44357	46266	48046	49821	51677

ENENG-3

From:	\$	47299	49293	51342	53387	55429	57475	61734
To:	A	48813	50870	52985	55095	57203	59314	63709
	B	50180	52294	54469	56638	58805	60975	65493
	C	51435	53601	55831	58054	60275	62499	67130

ENENG-4*

From:	\$	55542	57761	59978	62199	64420	66640	68652
To:	A	57319	59609	61897	64189	66481	68772	70849
	B	58924	61278	63630	65986	68342	70698	72833
	C	60397	62810	65221	67636	70051	72465	74654

ENENG-5

From:	\$	63724	66318	68898	71491	74084	76680	81572
To:	A	65764	68440	71103	73779	76455	79134	84182
	B	67605	70356	73094	75845	78596	81350	86539
	C	69295	72115	74921	77741	80561	83384	88702

ENENG-6

From:	\$	71350	74101	76852	79608	82362	85115	88280
To:	A	73633	76472	79311	82155	84998	87839	91105
	B	75695	78613	81532	84455	87378	90298	93656
	C	77587	80578	83570	86566	89562	92555	95997

Appendix "A"

ECONOMICS, SOCIOLOGY AND STATISTICS GROUP

**Annual Rates of Pay
(in dollars)**

A - Effective October 1, 2000
 B - Effective October 1, 2001
 C - Effective October 1, 2002

ES-1

From:	\$	21754	to	40278*	41773
To:	A	22450	to	41565*	43110
	B	23079	to	42729*	44317
	C	23656	to	43797*	45425

*(WITH INTERMEDIATE STEPS OF \$10)

ES-2

From:	\$	38416	39705	40995	42101	43571	45193
To:	A	39645	40978	42307	43448	44965	48639
	B	40755	42123	43492	44665	46224	47945
	C	41774	43176	44579	45782	47380	49144

ES-3

From:	\$	43598	45356	47121	48881	50658	52437	54387
To:	A	44993	46807	48629	50445	52279	54115	56127
	B	46253	48118	49991	51857	53743	55630	57699
	C	47409	49321	51241	53153	55087	57021	59141

ES-4

From:	\$	54620	56418	58398	60383	62356	64122
To:	A	56368	58223	60267	62315	64351	66174
	B	57946	59853	61954	64080	66153	68027
	C	59395	61349	63503	65662	67807	69728

ES-5

From:	\$	62042	64032	66022	68520	70983	73625
To:	A	64027	66081	68135	70713	73254	75981
	B	65820	67931	70043	72693	75305	78108
	C	67466	69629	71794	74510	77188	80061

ES-6

From:	\$	72116	74628	77053	79391	82345
To:	A	74424	77016	79519	81932	84980
	B	76508	79172	81746	84228	87359
	C	78421	81151	83790	86332	89543

ES-7

From:	\$	78865	81215	83572	85936	88093
To:	A	81389	83814	86246	88686	90912
	B	83668	86161	88661	91169	93458
	C	85760	88315	90878	93448	95794

Appendix "A"

PURCHASING AND SUPPLY GROUP

Annual Rates of Pay
(in dollars)

A - Effective October 1, 2000
B - Effective October 1, 2001
C - Effective October 1, 2002

PG-1

From:	\$	23111	24599	26097	27585	29076	30557	32048	33539	35030	36522	38011	39291
To:	A	23851	25386	26932	28468	30006	31535	33074	34612	36151	37691	39227	40548
	B	24519	26097	27686	29265	30846	32418	34000	35581	37163	38746	40326	41684
	C	25132	26749	28378	29997	31617	33228	34850	36471	38092	39715	41334	42726

PO-2

From:	\$	38192	39886	41586	43282	44768
To:	A	39414	41182	42917	44667	46201
	B	40518	42315	44119	45918	47495
	C	41531	43373	45222	47066	48682

PO-3

From:	\$	42502	44406	46301	48191	49874
To:	A	43862	45827	47783	49733	51470
	B	45090	47110	49121	51126	52911
	C	46217	48288	50349	52404	54234

PG-4

From:	\$	50181	52419	54664	57194	59455
To:	A	51787	54096	56413	59024	61358
	B	53237	55611	57993	60677	63076
	C	54568	57001	59443	62194	64653

PG-5

From:	\$	59050	61703	64352	66832	69318
To:	A	60940	63677	66411	68971	71536
	B	62646	65460	68271	70902	73539
	C	64212	67097	69978	72675	75377

PG-6

From:	\$	--	--	---	---	---	---
To:	A	68745	70144	71439	72736	74037	75324
	B	70670	72108	73439	74773	76110	77433
	C	72437	73911	75275	76642	78013	79369
							80731

Appendix "A"

SCIENTIFIC MANAGER

Annual Rates of Pay
(in dollars)

A - Effective October 1, 2000

B - Effective October 1, 2001

C - Effective October 1, 2002

SEREM-1

From:	\$	62616	65038	67461	69883	72305	74727	77150	79572	81995	84210
To:	A	64620	67119	69620	72119	74619	77118	79619	82118	84619	86905
	B	66429	68996	71569	74138	76708	79277	81848	84417	86988	89338
	C	68090	70723	73358	75991	78626	81259	83894	86527	89163	91571

SEREM-2

From:	\$	72200	74650	77097	79547	81995	84442	86892	89339	91788	94029
To:	A	74510	77039	79564	82093	84619	87144	89673	92198	94725	97038
	B	76596	79196	81792	84392	86988	89584	92184	94780	97377	99755
	C	78511	81176	83837	86502	89163	91824	94489	97150	99811	102249

Appendix "A"
SCIENTIFIC RESEARCH
 Annual Rates of Pay
 (in dollars)

A - Effective October 1, 2000
 B - Effective October 1, 2001
 C - Effective October 1, 2002

SERES-1

From:	\$	39111	41167	43225	45285	47342	49398	51457	53308
To:	A	40363	42484	44608	46734	48857	50979	53104	55014
	B	41493	43674	45857	48043	50225	52406	54591	56554
	C	42530	44766	47003	49244	51481	53716	55956	57968

SERES-2

From:	\$	48563	51588	54609	57635	60656	63678	66703	69726	72746	75560
To:	A	50117	53239	56356	59479	62597	65716	68837	71957	75074	77978
	B	51520	54730	57934	61144	64350	67556	70764	73972	77176	80161
	C	52808	56098	59382	62673	65959	69245	72533	75821	79105	82165

SERES-3

From:	\$	61371	63794	66215	68638	71061	73484	75906	78327	80749	82965
To:	A	63335	65835	68334	70834	73335	75835	78335	80833	83333	85620
	B	65108	67678	70247	72817	75388	77958	80528	83096	85666	88017
	C	66736	69370	72003	74637	77273	79907	82541	85173	87808	90217

SERES-4

From:	\$	73499	76188	78878	81566	84255	86944	89632	92114
To:	A	75851	78626	81402	84176	86951	89726	92500	95062
	B	77975	80828	83681	86533	89386	92238	95090	97724
	C	79924	82849	85773	88696	91621	94544	97467	100167

SERES-5

From:	\$	80477	83423	86366	89312	92258	95202	98147	100886
To:	A	83052	86093	89130	92170	95210	98248	101288	104114
	B	85377	88504	91626	94751	97876	100999	104124	107029
	C	87511	90717	93917	97120	100323	103524	106727	109705

PAY NOTES

Pay Notes 1 to 11 inclusive do not apply to employees classified in the SE group.

(A) **PAY INCREMENTS - GENERAL** (See **SPECIFIC** notes for exceptions)

Full-Time Employees

- (1) The pay increment period for full-time employees is twelve (12) months and a pay increment shall be to the next rate in the scale of rates.
- (2) The pay increment date **for** a full-time employee appointed to a position in the bargaining unit on promotion, demotion or from outside the Public Service on or after the date of signing of this agreement shall be the anniversary date of such appointment.
- (3) For a full-time employee appointed prior to the date of signing of this agreement, his anniversary date will be the date on which the employee received his last pay increment.

Part-time Employees

- (4) Part-time employees shall **be** eligible to receive a pay increment when the employee has worked a total of nineteen hundred and fifty (**1950**) hours at the straight-time hourly rate of pay provided that the maximum rate for the employee's level is not exceeded. The pay increment date shall **be** the first working day following completion of the hours specified in this **clause**.

- (B) **PAY INCREMENTS - SPECIFIC:** CO Development level and employees paid in that part of a scale of rates identified by \$10 intermediate steps (AG-01, BI-01, CH-01, EN-ENG-01, ES-01)

Full-Time Employees

- (5) For full-time employees paid in that part of a scale of rates identified by \$10 intermediate steps, the pay increment period is six (6) months and a pay increment shall be four hundred dollars (\$400), or such higher amount that the Employer may determine, provided that the last rate in that part of the scale of rates identified by \$10 intermediate steps is not exceeded.

Part-Time Employees

- (6) Part-time employees paid in that part of a scale of rates identified by \$10 intermediate steps shall be eligible for a pay increment when the employee has worked a total of nine hundred and seventy-five (975) hours at the straight-time hourly rate of pay. A pay increment shall be four hundred dollars (\$400), or such higher amount that the Employer may determine, provided that the last rate in that part of the scale of rates identified by \$10 intermediate steps is not exceeded. The pay increment date shall be the first working day following completion of the hours specified in this clause.
- (7) For the purposes of transfer and promotion for full-time and part-time employees paid in that part of a scale of rates identified by \$10 intermediate steps, the lowest pay increment is four hundred dollars (\$400).

(C) PAY ADJUSTMENTS

- (8) Except in the case of employees being paid in that part of a scale of rates identified by \$10 intermediate steps, an employee shall, on the relevant effective date of adjustment *to* rates of pay, be paid in the new scale of rates at the rate shown immediately below his former rate.
- (9) An employee being paid in that part of a scale of rates identified by \$10 intermediate steps shall, on the relevant effective date of adjustment to rates of pay, be paid in the:
- (a) "A" scale of rates at a rate which is nearest to but not more than 3.2% higher than his former rate of pay;
 - (b) "B" scale of rates at a rate which is nearest to but not more than 2.8% higher than his former rate of pay;
 - (c) "C" scale of rates at a rate which is nearest to but not more than 2.5% higher than his former rate of pay.
- (10) An increase from that part of a scale identified by \$10 intermediate steps to the first step in the fixed incremental part of the scale shall take place on the date on which the Employer certifies that the employee should be paid at that rate.
- (11) Every employee being paid in that part of a scale identified by \$10 intermediate steps **will** have his performance reviewed by the Employer within two (2) years of his appointment to that part of the scale with a view to ascertaining whether the employee

should be paid at the first step in the fixed incremental part of the scale. On the basis of this review, the Employer will decide whether to certify that the employee should be paid at that point in time at the first step in that part of the scale. An employee who continues to be paid in that part of the scale identified by \$10 intermediate steps after the second anniversary of his appointment will have his performance reviewed at least annually thereafter.

Pay Notes 12 to 16 inclusive apply only to employees classified in the SE group.

(D) PAY INCREMENTS

Full-Time Employees

(12) The pay increment period for a full-time employee is twelve (12) months and the pay increment date is April 1st. A pay increment shall be to the next higher rate in the scale of rates.

(13)(a) Notwithstanding Pay Note 12, a full-time employee who is initially appointed from outside the Public Service or is promoted into the Scientific Research classification or promoted between the RES and REM classifications shall be considered for a first pay increment on the first (1st) of April immediately following the employee's date of appointment, provided:

(i) the employee's appointment date was on or before the preceding October 1st,

and

(ii) the employee has earned at least six (6) complete months' pay.

(b) Notwithstanding Pay Note 13, a full-time employee who is transferred to the Scientific Research classification shall be considered for a first pay increment on the first (1st) of April immediately following the employee's date of appointment, provided the employee did not receive an increment in his former classification since the preceding October 1st.

(c) If an employee does not meet the requirements in (a) or (b) above, the employee shall not be eligible for a first pay increment until the next following increment date of April 1st.

(14) A complete month, for the purpose of this clause, is one in which the employee has earned at least ten (10) days' pay.

Part-Time Employees

(I5) (a) A part-time employee shall be eligible to receive a pay increment when the employee has worked a total of nineteen hundred and fifty (1950) hours at the straight time hourly rate of pay during a period of employment provided that the maximum rate for the employee's level is not exceeded.

(b) If a part-time employee commences full-time continuous employment, Note 14 will apply to determine the next pay increment date, that is to say the employee must have earned six months' full-time pay prior to an increment consideration on April 1st.

(E) PAY ADJUSTMENT

- (16) An employee shall, on the relevant effective date of adjustment to rates of pay, be paid in the new scale of rates at the rate shown immediately below his former rate.**

LOWEST INCREMENT TABLES

AG Group

	Oct. 1/00	Oct. 1/01	Oct. 1/02
AG-2	1730	1778	1823
AG-3	1934	1989	2039
AG-4	2252	2316	2374
AG-5	2421	2489	2551

BI Group

	Oct. 1/00	Oct. 1/01	Oct. 1/02
BI-2	1730	1778	1823
BI-3	1934	1989	2039
BI-4	2252	2316	2374
BI-5	2421	2489	2551

CH Group

	Oct. 1/00	Oct. 1/01	Oct. 1/02
CH-2	1966	2021	2072
CH-3	1404	1443	1479
CH-4	2137	2197	2252
CH-5	2137	2197	2252

CO Group

	Oct. 1/00	Oct. 1/01	Oct. 1/02
CO-1	1627	1673	1715
CO-2	2434	2502	2565
CO-3	2559	2631	2696
CO-4	2989	3073	3150

EN Group

	Oct. 1/00	Oct. 1/01	Oct. 1/02
ENENG-2	1685	1732	1775
ENENG-3	2057	2114	2166
ENENG-4	2077	2135	2189
ENENG-5	2663	2738	2806
ENENG-6	2839	2918	2991

ES Group

	Oct. 1/00	Oct. 1/01	Oct. 1/02
ES-2	1141	1173	1203
ES-3	1814	1865	1912
ES-4	1823	1874	1921
ES-5	2054	2111	2163
ES-6	2413	2480	2542
ES-7	2226	2289	2346

PG Group

	Oct. 1/00	Oct. 1/01	Oct. 1/02
PG-1	1321	1358	1392
PG-2	1534	1577	1616
PO-3	1737	1785	1830
PG-4	2309	2374	2433
PG-5	2560	2631	2697
PO-6	1287	1323	1356

SE-Group

	Oct. 1/00	Oct. 1/01	Oct. 1/02
SERES-1	1910	1963	2012
SERES-2	2904	2985	3060
SERES-3	2287	2351	2409
SERES-4	2562	2634	2700
SERES-5	2826	2905	2978
SEREM-1	2286	2350	2408
SEREM-2	2313	2378	2438

APPENDIX B

Canadian Food Inspection Agency
Employment transition Appendix to the Scientific and
Analytical (S&A) Group Collective Agreement

General

Application

This Appendix applies to all indeterminate employees within the S&A Group bargaining unit represented by the Professional Institute of the Public Service of Canada for whom the Canadian Food Inspection Agency (hereinafter known as the Agency) is the Employer.

Collective Agreement

This Appendix is deemed to form part of this collective agreement between the parties and employees are to be afforded ready access to it.

Notwithstanding the Job Security Article of this collective agreement, in the event of conflict between the present Employment Transition Appendix and that article, the present Employment Transition Appendix will take precedence.

Effective Date

This Appendix is effective on the date of signing. This Appendix is deemed to expire the **30th of September 2004.**

Policy

It is the policy of the Canadian Food Inspection Agency (CFIA) to maximize employment opportunities for indeterminate employees facing employment transition situations, primarily through ensuring that, wherever possible, alternative employment opportunities are provided to them. This should not be construed as the continuation of a specific position or job but rather as continued employment.

Reasons for the occurrence of employment transition situations include, but are not limited to, expenditure constraints, new legislation, program changes, reorganization, technological change, productivity improvement, elimination or reduction of programs or operations in one or more locations, relocation, and, decentralization. These situations may result in a lack of work or discontinuance of function.

Indeterminate employees whose services will no longer be required because of an employment transition situation and for whom the President knows or can predict employment availability will receive a guarantee of a reasonable job offer within the Agency. Those employees for whom the President cannot provide the guarantee will have access to the transitional employment Options as per Part VI.

Definitions

Accelerated lay-off (*mise en disponibilité*) - occurs when a surplus employee makes a request to the President, in writing, to be laid off at an earlier date than that originally scheduled, and the President concurs. Lay-off entitlements begin on the actual date of lay-off.

Affected employee (*fonctionnaire touche*) - is an indeterminate employee who has been informed in writing that his or her services may no longer be required because of an employment transition situation.

Agency (**Agence**) - means the Canadian Food Inspection Agency as defined in Schedule I Part II of the **Public Service Staff Relations Act**, and the several positions in or under the jurisdiction of the Canadian Food Inspection Agency for which the Agency has the sole authority to appoint.

Alternation (**échange de postes**) - occurs when an opting employee, not a surplus employee, who wishes to remain in the Agency exchanges positions with a **non-affected** employee (the alternate) willing to leave the Agency with a Transition Support Measure or with an Education Allowance.

Education Allowance (**indemnité d'étude**) - is one of the options provided to an indeterminate employee affected by a normal employment transition situation for whom the President cannot guarantee a reasonable **job** offer. The Education Allowance is a cash payment, equivalent to the **Transitional** Support Measure (see Annex A), plus a reimbursement of tuition from a recognized learning institution, book and mandatory equipment costs, up to a maximum of **\$7,000.00**.

Employment Transition (**transition en matière d'emploi**) - is a situation that occurs when the President decides that the services of one or more indeterminate employees will no longer be required beyond a specified date because of a lack of work or the discontinuance of a function within the Agency. Such situations may arise for reasons including but not limited to those identified in the Policy section above.

Guarantee of a reasonable job offer (garantie d'une offre d'emploi raisonnable) - is a guarantee of an offer of indeterminate employee who is affected by an employment transition situation, The President will be expected to provide a guarantee of a reasonable job offer to those affected employees for whom he/she knows or can predict employment availability within the Agency. Surplus employees in receipt of this guarantee **will** not have access to the Options available in Part VI of this Appendix.

Laid off person (personne mise en disponibilité) - **is** a person who has been laid off pursuant to section 13 of the **Canadian Food Inspection Agency Act** and who still retains a reappointment priority in accordance with staffing and other related policies of the Canadian Food Inspection Agency.

Lay-off notice (avis de mise en disponibilité) - is a written notice of lay-off to be given to a surplus employee at least one month before the scheduled lay-off date. This notice period **is included in the surplus period.**

Lay-off priority (priorité de mise en disponibilité) - a person who has been laid off is entitled to a priority for appointment to a position in the Agency for which, in the opinion of the President, he/she is qualified. An appointment of an employee with this priority is excluded from the Agency Staffing Complaint Policy. This priority is accorded for one year following the lay-off date.

Opting employee (fonctionnaire optant) - is an indeterminate employee whose services will no longer be required as a result of an employment transition situation and who has not received a guarantee of a reasonable job offer from the President and who has 90 days to consider the Options of Part 6.3 of this Appendix.

Pay (*rémunération*) - has the same meaning as "rate of pay" in the employee's collective agreement.

President (*Président(e)*) - has the same meaning as in the definition of "President" set out in section 6 of the *Canadian Food Inspection Agency Act*, and also means his or her official designate.

Priority administration system (*système d'administration des priorités*) - is a system designed by the Agency to facilitate appointments of individuals entitled to priority status as a result of the Appendix or other staffing and related policies of the Canadian Food Inspection Agency.

Reasonable job offer (*offre d'emploi raisonnable*) - is an offer of indeterminate employment within the Agency, normally at an equivalent level but could include lower levels. Surplus employees must be both trainable and mobile. Where practicable, a reasonable job offer shall be within the employee's headquarters as defined in the Agency's Travel Policy.

Reinstatement priority (*priorité de réintégration*) - is an appointment priority accorded to certain individuals salary-protected under this Appendix for the purpose of assisting such persons to re-attain an appointment level equivalent to that from which they were declared surplus. An appointment of an employee with this priority is excluded from the Agency Staffing Complaint Policy.

Relocation (*réinstallation*) - is the authorized geographic move of a surplus employee or laid-off person from one place of duty to another place of duty, beyond what, according to local custom, is a normal commuting distance.

Relocation of work unit (*réinstallation d'une unité de*

travail) - is the authorized move of a work unit of any size to a place of duty beyond what, according to local custom, is normal commuting distance from the former work location and from the employee's current residence.

Retraining (récyclage) - is on-the-job training or other training intended to enable affected employees, surplus employees and laid-off persons to qualify for known or anticipated vacancies within the Agency.

Surplus employee (fonctionnaire excédentaire) - is a priority for an appointment accorded to surplus employees to permit them to be appointed to other positions in the Agency. An appointment of an employee with this priority is excluded from the Agency Staffing Complaint Policy.

Surplus status (statut de fonctionnaire excédentaire) - An indeterminate employee is in surplus status from the date her or she is declared surplus until the date of lay-off, until he or she is indeterminately appointed to another position, until his/her surplus status is rescinded, or until the employee resigns.

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

Twelve-month surplus priority period in which to secure a reasonable job offer (Priorité de fonctionnaire excédentaire d'une durée de douze mois pour trouver une offre d'emploi raisonnable travail) - is one of three options provided to an

opting employee **for** whom the President cannot guarantee a reasonable **job** offer.

Enquiries

Enquiries about this Appendix should be referred to the employee's bargaining agent, or to the Human Resource Advisor serving the employee's work site. Human Resource Advisors serving the employee's work site may, in turn, direct questions regarding the application of this Appendix to the Labour Relations Division of Human Resources Services of the Agency.

Enquiries **by** employees pertaining to entitlements to a priority for appointment or to their status in relation to the priority appointment process should **be** directed to the Human Resource Advisor serving the employee's work site.

Part I

Roles and Responsibilities

1.1 Agency

- 1.1.5** Since indeterminate employees who are affected by employment transition situations are not themselves responsible for such situations, it is the responsibility of the Agency to ensure that they are treated equitably and, wherever possible, given every reasonable opportunity to continue their careers as Agency employees.
- 1.1.6** The Agency shall carry out effective human resource planning to minimize the impact of employment transition situations on indeterminate employees and on the Agency.
- 1.1.7** The Agency shall establish joint Union/Management employment transition committees, where appropriate, to consult on employment transition situations within the Agency.
- 1.1.8** The Agency shall cooperate to the extent possible with other Employers in its efforts to market surplus employees and laid-off persons.
- 1.1.9** The Agency shall establish systems to facilitate appointment of the Agency's affected employees, surplus employees, and laid-off persons.
- 1.1.10** When the President determines that the services of an employee are no longer required beyond a specified date due to an employment transition,

the President shall provide the employee with a written notification to that effect. Such a communication shall also indicate if the employee:

(a) is being provided a guarantee of a reasonable job offer from the President and that the employee will be in surplus status for that date on;

or

(b) is an opting employee and has access to the Options provided in section 6.3 of this Appendix as the employee is not in receipt of a guarantee of a reasonable job offer from the President.

Where applicable, written communication should also provide information relating to the employee's possible lay-off date.

1.1.7 The President will be expected to provide a guarantee of a reasonable job offer to those employees subject to an employment transition situation for whom they know or can predict employment availability within the Agency.

1.1.8 Where the President cannot provide a guarantee of a reasonable job offer, the President will provide 90 days to opting employees to consider the three Options outlined in Part VI of this Appendix before a decision is required of them. If the opting employee fails to select an option no later than the 90th day, the employee will be deemed to have selected Option (a); that is, the Twelve-month surplus priority period in which to

secure a reasonable job offer.

- 1.1.9** The President shall make a determination to either provide a guarantee of a reasonable job offer or access to the Options set out in 6.3 of this Appendix, upon request of any indeterminate affected employee who can demonstrate that his or her duties have already ceased to exist.
- 1.1.10** The Agency shall advise and consult with the bargaining agent representatives as completely as possible regarding any employment transition situation as soon as possible after the decision has been made and throughout the process. The Agency will make available to the bargaining agent the name and work location of affected employees,
- 1.1.11** A recommendation will be provided to the President when an employee is not considered **suitable for appointment**. The Agency shall advise the employee and his/her bargaining agent of that recommendation. The Agency shall provide to the employee a copy of the written recommendation provided to the President, indicating the reasons for the recommendation together with any enclosures. The Agency shall also advise the employee that he/she may make oral or written submissions about the matter to the President prior to a decision being taken. Where the President does not accept the recommendation, he/she shall provide the surplus period required under this Appendix, beginning on the date the employee is advised of the decision.

-
- 1.1.12** The President shall decide whether employees are suitable for appointment. Where the President decides that an employee is not suitable, he/she shall advise the employee, and his/her representative of the decision as to whether the employee is entitled to a surplus and lay-off priority. The President shall also inform the bargaining agent of this decision.
- 1.1.13** The Agency shall provide an employee with a copy of this Appendix simultaneous with the official notification to an employee to whom this Appendix applies that he or she has become subject to an employment transition situation.
- 1.1.14** The Agency is responsible for counselling and advising their affected employees on their opportunities of finding continuing employment within the Agency.
- 1.1.15** The Agency shall apply this Appendix so as to keep actual involuntary lay-offs to a minimum.
- 1.1.16** Appointment of surplus employees to alternative positions, whether with or without retraining, shall normally be at a level equivalent to that previously held by the employee, but this does not preclude appointment to a lower level. The Agency shall avoid appointment to a lower level except where all other avenues have been exhausted.
- 1.1.17** The Agency shall appoint as many of their own surplus employees or laid-off persons as possible, or identify alternative positions (both actual and anticipated) for which individuals can be retrained.

1.1.18 Relocation of surplus employees or laid-off persons shall be undertaken to enable their appointment to an alternate position, providing that:

(a) there are no available priority persons, who are qualified and interested in the position being filled;

or

(b) there are no available local surplus employees or laid-off persons who are interested and who could qualify with retraining.

1.1.19 The cost of traveling to interviews for possible appointments within the Agency and of relocation to a new location **shall be born by** the Agency. Such costs shall be consistent with the Agency's Travel and Relocation policies, as amended from time to time.

1.1.20 For the purposes of the Agency's Relocation Directive, surplus employees and laid-off persons who relocate under this Appendix shall be deemed to be employees on ~~employer-requested~~ relocations. The general rule on minimum distances for relocation applies.

1.1.21 For the purposes of the Agency's Travel Directive, laid-off persons traveling to interviews for possible appointment within the Agency are deemed to be "other persons traveling on Agency business".

1.1.22 The Agency shall protect the indeterminate

status and surplus priority of a surplus indeterminate employee appointed to a term position under this Appendix.

- 1.1.23** The Agency shall review the use of private temporary personnel, employees appointed for a specified period (terms) and all other non-indeterminate employees. Where practicable, the Agency shall not re-engage such temporary personnel nor renew the employment of such employees referred to above where such action would facilitate the appointment of surplus employees or laid-off persons.
- 1.1.24** Nothing in this Appendix shall restrict the employer's right to engage or appoint persons to meet short-term, non-recurring requirements.
- 1.1.25** The President may authorize the accelerated lay-off of an employee at a date earlier than originally scheduled when a surplus employee makes such a request in writing.
- 1.1.26** The Agency shall provide surplus employees with a lay-off notice at least one month before the proposed lay-off date, if appointment efforts have been unsuccessful.
- 1.1.27** When a surplus employee refuses a reasonable job offer, he or she shall be subject to lay-off one month following the refusal, but not before six months after the surplus declaration date.
- 1.1.28** The Agency will presume that each employee wishes to be appointed to an alternative position unless the employee indicates the contrary in writing.

1.1.29 The Agency shall inform and counsel affected and surplus employees as early and as completely as possible and shall, in addition, assign a counsellor to each opting and surplus employee and laid-off person to work with them throughout the process. Such counselling is to include explanations and assistance concerning such issues as the following:

- (a) the employment transition situation and its effect on that individual;
- (b) the employment transition Appendix;
- (c) the Agency's Priority Administration System and how it works from the employee's perspective (referrals, interviews or boards, feedback to the employee, follow-up by the Agency, how the employee can obtain job information and prepare for an interview, etc.);
- (d) preparation of a curriculum vitae or resume;
- (e) the employee's rights and obligations;
- (f) the employee's current situation (e.g. pay, benefits such as severance pay and superannuation, classification, language rights, **years** of service);
- (g) alternatives or opportunities that might be available to the employee (alternation, appointment, relocation, retraining, lower-level employment, term employment, retirement including possibility of waiver of penalty **if** entitled to an annual allowance, Transition

Support Measure, Education Allowance, pay in lieu of unfulfilled surplus period, resignation, accelerated lay-off);

- (h) the meaning of a guarantee of reasonable job offer, a Twelve-month surplus priority period in which to secure a reasonable job offer, a Transition Support Measure, and Education Allowance;
 - (i) repeat counselling as long as the individual is entitled to a staffing priority and has not been appointed;
 - (j) the Human Resource Development Canada Centres and their services (including a recommendation that the employee register with the nearest office as soon as possible);
 - (k) preparation for interviews with prospective Employers
- and
- (l) advising the employee that refusal of a reasonable job offer will jeopardize both chances for retraining and overall employment continuity.

1.1.30 The Agency shall ensure that, when it is required to facilitate appointment, a retraining plan is prepared and agreed to in writing by the employee and the appropriate manager.

1.1.31 Any surplus employee **who** resigns under this Appendix shall **be** deemed, for the purposes of severance pay and retroactive remuneration, to be involuntarily laid off on the day the President

accepts the employee's resignation in writing.

- 1.1.32** Severance pay and other benefits flowing from other clauses in collective agreements are separate from, and in addition to, those in this Appendix.
- 1.1.33** The Agency shall establish and modify staffing policies and procedures to ensure the most effective and efficient means of maximizing the appointment of surplus employees and laid-off persons.
- 1.1.34** The President shall temporarily restrict or suspend any authority delegated to managers to make appointments in specified occupational groups when the President determines such action is necessary.
- 1.1.35** The Agency shall actively market surplus employees and laid-off persons to all appropriate managers unless the individuals have advised the President in writing that they are not available for appointment.
- 1.1.36** The Agency shall determine, to the extent possible, the occupations for which there are skill shortages for which surplus employees or laid-off persons could be retrained.
- 1.1.37** The Agency shall provide information directly to the bargaining agent on the numbers and status of their members who are in the Agency Priority Administration System, through reports to the Professional Institute of the Public Service of Canada.

1.1.38 The Agency shall, wherever possible, ensure that reinstatement priority is given to all employees who are subject to salary protection as a result of action taken pursuant to the Appendix.

1.1.39 (a) For the priority period, in cases where an offer of indeterminate employment is provided to a surplus or laid off **employee** by a cooperating Employer (paragraph 1.1.4), the payment of salary costs and other authorized costs such a tuition, travel, relocation and retraining for surplus employees and laid off persons, as provided for in the various collective agreements and directives; all authorized costs of termination; and salary protection upon lower level appointment shall be regulated by the relevant cooperating Employer agreement in effect between the Agency and a cooperating Employer.

(b) The relevant agreement establishing the cooperating Employer relationship between the Agency and a cooperating Employer will apply to the payment of the costs listed in **1.1.39(a)** in situations where a surplus employee is appointed by a cooperating Employer to a term position and the cooperating Employer will become the official employer no later than one year from the date of such an appointment.

1.1.40 **The** Agency is responsible for making the appropriate referrals and may recommend retraining where it would facilitate appointment.

1.1.41 The Agency shall inform, in a routine and timely

manner, a surplus employee or laid-off person, and a representative of his or her bargaining agent, when he or she has been referred for consideration but will not be offered the position. The Agency shall include full details of why he or she will not be appointed to or retrained for that position.

1.2 Employees

1.2.1 Employees have the right to be represented by their bargaining agent in the application of this Appendix.

1.2.2 Employees who are directly affected by employment transition situations and who receive a guarantee of a reasonable job offer, or who opt, or are deemed to have opted, for Option (a) of Part VI of this Appendix are responsible **for**:

- (a) actively seeking alternative employment in co-operation with the Agency, unless they have advised the Agency, in writing, that they have advised the Agency, in writing, that they are not available **for** appointment either at all or subject to limitations detailed in the employee's response;
- (b) seeking information regarding their entitlements and obligations;
- (c) providing accurate and current information to the Agency, in a timely fashion, to assist in appointment activities (including curriculum vitae or resumes);

-
- (d) ensuring that they can be easily contacted by the Agency;
 - (e) ensuring they attend appointments related to referrals;
 - (f) seriously considering employment opportunities within the Agency presented to them including but not limited to retraining and relocation possibilities, specified period appointments and lower-level appointments.

1.2.3 Opting employees are responsible for:

- (a) considering the Options outlined of Part VI of this Appendix;
- (b) communicating their choice of Options, in writing, to their manager no later than 90 days after being declared opting.

Part II

Official Notification

- 2.1** In any employment transition situation which is likely to involve ten or more indeterminate employees covered by this Appendix, the President shall inform, in writing and in confidence, the President of the Professional Institute of the Public Service of Canada or their delegate not less than 48 hours before any employment transition situation is announced. This information is to include the identity and location of the work unit(s) involved; the expected date of the announcement; the

anticipated timing of the situation; and the numbers of employees, by group and level, who will be affected.

Part III

Relocation of a **work unit**

3.1 General

- 3.1.1** In cases where a work unit is to be relocated, the Agency shall provide all employees whose positions are to be relocated with the opportunity to choose whether they wish to move with the position or be treated as if they were subject to an employment transition situation.
- 3.1.2** Following written notification, employees must indicate, within a period of three months, their intention to move. If the employee's intention is not to move with **the** relocated position, the President can either provide the employee with a guarantee of a reasonable job offer or access to the Options set out in section 6.3 of this Appendix.
- 3.1.3** Employees relocating with their work units shall be treated in accordance with the provisions of **1.1.18 to 1.1.20**.
- 3.1.4** Although **the** Agency will endeavour to respect **employee** location preferences, nothing precludes the Agency **from** offering the relocated position to employees in receipt of a guarantee **of** a reasonable **job** offer, after having spent as much time as operations permit looking for a

reasonable job offer in the employee's location preference area.

- 3.1.15** Employees who are not in receipt of a guarantee of a reasonable job offer shall become opting employees and have access to the Options set out in Part VI of this Appendix.

Part IV

Retraining

4.1 General

- 4.1.1.** To facilitate the appointment of affected employees, surplus employees and laid-off persons, the Agency shall make every reasonable effort to retrain such persons for:

(a) existing vacancies,

or

(b) anticipated vacancies identified by management.

- 4.1.2** The Agency shall be responsible for identifying situations where retraining can facilitate the appointment of surplus employees and laid-off persons; however, this does not preclude the employee's obligation to assist in their own marketing and the identification of employment options including but not limited to retraining possibilities.

- 4.1.3** Subject to the provisions of 4.1.2, the President

shall approve up to two years of retraining.

4.2 Surplus employees

4.2.1 A surplus employee is eligible for retraining providing:

(a) retraining is needed to facilitate the appointment of the individual to a specific vacant position or will enable the individual to qualify for anticipated vacancies in occupations or locations where there is a shortage of qualified candidates;

and

(b) there are no other available priority persons who qualify for the position.

4.2.2 The Agency is responsible for ensuring that an appropriate retraining plan is prepared and is agreed to in writing by the employee and the appropriate manager.

4.2.3 Once a retraining plan has been initiated, its continuation and completion are subject to the ongoing successful performance by the employee at a learning institution or ongoing satisfactory performance if the training is "on-the-job".

4.2.4 While on retraining, a surplus employee continues to be employed by the Agency and is entitled to be paid in accordance with his or her current appointment.

4.2.5 When a retraining plan has been approved, the proposed lay-off date shall be extended to the end of the retraining period, subject to 4.2.3.

4.2.6 An employee, unsuccessful in retraining, may be laid off at the end of the surplus period, provided that the employer has been unsuccessful in making the employee a reasonable job offer.

4.3 Laid-off persons

4.3.1 Subject to the President's approval, a laid-off person shall be offered retraining, providing:

(a) retraining is needed to facilitate the appointment of the individual to a specific vacant position;

(b) the individual meets the minimum requirements for appointment to the group concerned;

(c) there are no other available persons with a priority **who** qualify for the position;

and

(d) the Agency cannot justify a decision not to retrain the individual.

4.3.2 When an individual **is** made an offer conditional on the successful completion of retraining, a retraining plan reviewed by the President shall be included in the letter of conditional offer. **If** the individual accepts the conditional offer, upon

successful completion of retraining, he or she will be appointed on an indeterminate basis to that position. When an individual accepts an appointment to a position with a lower maximum rate of pay than the position from which he or she was laid-off, the employee will be salary protected in accordance with Part V.

Part V

Salary protection

5.1 Lower-level position

5.1.1 Surplus employees and laid-off persons appointed to a lower-level position under this Appendix shall have their salary and pay equity equalization payments, if any, protected in accordance with the salary protection provisions of this collective agreement, or, in the absence of such provisions, the appropriate provisions of the Agency's Policy respecting Pay on Reclassification or Conversion.

5.1.2 Employees whose salary is protected pursuant to section 5.1.1 will continue to benefit from salary protection until such time as they are appointed into a position with a maximum rate of pay that is equal to or higher than the maximum rate of pay of the position from which they were declared surplus or laid off.

Part VI

Options for employees

6.1 General

- 6.1.1 The President will be expected to provide a guarantee of a reasonable job offer to those affected employees for whom they know or can predict employment availability. Employees in receipt of this guarantee would not have access to the choice of Options below.
- 6.1.2 Employees who are not in receipt of a guarantee of a reasonable job offer from the President have 90 days from the date they receive written notice that they are an opting employee to consider and decide among the three Options below.
- 6.1.3 The opting employee must choose, in writing, one of the three Options of section 6.3 of this Appendix within the 90 day opting period. The employee cannot change Options once having made a written choice.
- 6.1.4 If the employee fails to select an Option within the 90-day window as specified in paragraph 6.1.2, the employee will be deemed to have selected Option (a), the ~~Twelve-month~~ surplus priority period in which to secure a reasonable job offer.
- 6.1.5 If a reasonable job offer which does not require a relocation is made at any time during the 90-day opting period and prior to the written acceptance of either the Twelve Month Surplus Priority Period, the Transition Support Measure

or the Education Allowance Option, the employee becomes ineligible for the TSM, the pay in lieu of unfulfilled surplus period or the Education Allowance.

6.2 Alternation

6.2.1 The Agency will participate in an alternation process.

6.2.2 An alternation occurs when an opting employee who wishes to remain in the Agency exchanges positions with a non-affected employee (the alternate) willing to leave the Agency under the terms of paragraph 6.3.1 (b) or (c) in Part VI of the Appendix.

6.2.3 Subject to paragraph 6.2.2., only an opting employee, not a surplus employee, may alternate into an indeterminate position that remains within the Agency.

6.2.4 An indeterminate employee wishing to leave the Agency may express an interest in alternating with an opting employee. Management will decide, however, whether a proposed alternation will result in retaining the skills required to meet the ongoing needs of the position and the Agency.

6.2.5 An alternation must permanently eliminate a function or a position.

6.2.6 The opting employee moving into the unaffected position must meet the requirements of the position, including language requirements. The alternate moving into the opting position must

meet the requirements of the position, except if the alternate will not be performing the duties of the position and the alternate will be struck off strength within five (5) days of the alternation.

6.2.7 An alternation should normally occur between employees at the same group and level. When the two positions are not the same group and level, alternation can still occur when the positions can be considered equivalent. They are considered equivalent when the maximum rate of pay for the higher paid position is no more than six percent (6%) higher than the maximum rate of pay for the lower paid position.

6.2.8 An alternation must occur on a given date. The two employees involved directly exchange positions on that given date. There is no provision in alternation for a "domino" effect or for "future considerations".

6.3 Options

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

- (a) Twelve-month surplus priority period in which to secure a reasonable job offer is time-limited. Should a reasonable job offer not made within a period of twelve months, the employee will be laid off. Employees who choose or are deemed to have chosen this Option are surplus employees.

When a surplus employee who has chosen, or is deemed to have chosen, Option (a)

offers to resign before the end of the twelve-month surplus priority period, the President may authorize a lump-sum payment equal to the surplus employee's regular pay for the balance of the surplus period, up to a maximum of six months. The amount of the lump sum payment for the pay in lieu cannot exceed the maximum of that which he or she would have received had they chosen Option (b) - The Transition Support Measure.

The Agency will make every reasonable effort to market a surplus employee within the employee's surplus period and within his or her preferred area of mobility.

or

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

or

- (c) Education Allowance is a Transitional Support Measure (see Option (b) above) plus an amount of not more than \$7,000.00 for reimbursement of receipted

expenses of an opting employee for tuition from a learning institution and costs of books and mandatory equipment. Employees choosing Option (c) could either:

(i) resign from the Agency but be considered to be laid-off for severance pay purposes on the date of their departure;

or

(ii) delay their departure date and go on leave without pay for a maximum period of two years, while attending the learning institution. The TSM shall be paid in one or two lump-sum amounts over a maximum two-year period. During this period, employees could continue to be public service benefit plan members and contribute both employer and employee shares to the benefits plans and the Public Service Superannuation Plan. At the end of the two year leave without pay period, unless the employee has found alternate employment in the Agency, the employee will be laid-off.

6.3.2 Management will establish the departure date of opting employees who choose Option (b) or Option (c) above.

6.3.3 The TSM, pay in lieu of unfulfilled surplus period and the Education Allowance cannot be combined with any other payment under the

Employment Transition Appendix.

- 6.3.4** In the cases of pay in lieu of unfulfilled surplus period, and Option (b) and Option (c)(i), the employee relinquishes any priority rights for appointment upon acceptance of his or her resignation.
- 6.3.5** Employees choosing Option (c) (ii) who have not provided the Agency with a proof of registration from a learning institution 12 months after starting their leave without pay period will be deemed to have resigned from the Agency, and be considered to be laid-off for purposes of severance pay.
- 6.3.6** Opting employees who choose Option (b) or Option (c) above will be entitled to up to \$385.00 for receipted expenses incurred in obtaining financial planning advice.
- 6.3.7** An opting employee who has received pay in lieu of unfulfilled surplus period, a TSM or an Education Allowance and is re-appointed to that portion of the public service of Canada specified from time to time in Schedule I, Part I or II of the **Public Service Staff Relations Act** shall reimburse the Receiver General for Canada by an amount corresponding to the period from the effective date of such re-appointment or hiring, to the end of the original period for which the TSM or Education Allowance was paid.
- 6.3.8** The President shall ensure that pay in lieu of unfulfilled surplus period is only authorized where the employee's work can be discontinued on the resignation date and no additional costs

will be incurred in having the work done in any other way during the unfulfilled surplus period.

6.3.9 If a surplus employee who has chosen, or is deemed to have chosen, Option (a) refuses a reasonable job offer at any time during the twelve-month surplus priority period, the employee is ineligible for pay in lieu of unfulfilled surplus period.

6.3.10 Approval of pay in lieu of unfulfilled surplus period is at the discretion of management, but shall not be unreasonably denied.

6.4 Retention payment

6.4.1 There are two situations in which an employee may be eligible to receive a retention payment. These are total facility closures and relocation of work units.

6.4.2 All employees accepting retention payments must agree to leave the Agency without priority rights.

6.4.3 An individual who has received a retention payment and, as applicable, is either reappointed to that portion of the Public Service of Canada specified from time to time in Schedule I, Part I or II of the *Public Service Staff Relations Act*, or is hired by the new employer within the six months immediately following his or her resignation, shall reimburse the Receiver General for Canada by an amount corresponding to the period from the effective date of such re-appointment or hiring, to the end of the original period for which the lump sum was paid.

6.4.4 The provisions of 6.4.5 shall apply in total facility closures where Agency **jobs** are to cease, and:

(a) such jobs are in remote areas of the country,

or

(b) retraining and relocation costs are prohibitive,

or

(c) prospects of reasonable alternative local employment (wether within or outside the Agency) are poor.

6.4.5 Subject to 6.4.4, the President **shall** pay to each employee who is asked to remain until closure of the work unit and offers a resignation from the Agency **to take effect on that closure date, a sum equivalent to six month's pay payable upon the day on which the Agency operation ceases, provided the employee has not separated prematurely.**

6.4.6 The provisions of 6.4.7 shall apply in relocation of work units where Agency work units:

(a) are being relocated,

and

(b) when the President decides that, in comparison to other options, it is

preferable that certain employees be encouraged to stay in their **jobs** until the day of workplace relocation,

and

- (c) where the employee has opted not to relocate with the function.

6.4.7 Subject to 6.4.6, the President shall pay to each employee who si asked to remain until the relocation of the work unit and offers a resignation from the Agency to take effect on the relocation date, a sum equivalent to six months' **pay** payable upon the day on which the Agency operation relocates, provided the employee has not separated prematurely.

ANNEX A

Years of Service	Transition Support Measure (TSM)
0.....	10
1.....	22
2.....	24
3.....	26
4.....	28
5.....	30
6.....	32
7.....	34
8.....	36
9.....	38
10.....	40
11.....	42
12.....	44
13.....	46
14.....	48
15.....	50
16.....	52
17.....	52
18.....	52
19.....	52
20.....	52
21.....	52
22.....	52
23.....	52
24.....	52
25.....	52
26.....	52
27.....	52
28.....	52

ANNEX A (continued)

Years of Service	Transition Support Measure (TSM)
29.....	52
30.....	49
31.....	46
32.....	43
33.....	40
34.....	37
35.....	34
36.....	31
37.....	28
38.....	25
39.....	22
40.....	19
41.....	16
42.....	13
43.....	10
44.....	7
45.....	4

For indeterminate seasonal and part-time employees, the TSM will be pro-rated in the same manner as severance pay under the terms of the collective agreement.

Severance pay provisions of the collective agreements are in addition to the TSM.

APPENDIX C

VACATION CONVERSION TABLE

Annual Days	Annual Hours	Days per Month	Monthly Hours
15	112.5	1 1/4	9.375
20	150.0	1 2/3	12.500
22	165.0	1 5/6	13.750
23	172.5	1 11/12	14.375
25	187.5	2 1/12	15.625
27	202.5	2 1/4	16.875
30	225.0	2 1/2	18.750