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Expiry Date: May 31, 2005

The Professional Institute of the Public Service of Canada

and

The Canadian Food Inspection Agency

between

AGREEMENT

Union	2003-06-24	2005-05-31	110	17
PROFESSIONAL INSTITUTE OF THE PUBLIC SERVICE OF CANADA	2003-06-24	2005-05-31	110	17

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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 Institute and the employees, and 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, the parties 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 unit 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 December 22, 1999, for employees of the Informatics (IN) Bargaining Unit and classified as CS.
- 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:

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(a) 'bargaining unit' means the employees of the Employer as described in Article A2—Recognition; (unité de négociation)

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(b) 'common-law partner' refers to a person living in a conjugal relationship with an employee for a continuous period of at least one (1) year; (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 continu)

(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 his or her position other than by reason of his or her being on leave; (jour de repos)

(f) 'designated paid holiday' means the twenty-four (24) hour period commencing at 00:01 hours 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 Directive; (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 (37½); (taux de rémunération horaire)
- (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 a full-time employee in excess of the 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)
- (r) "weekly rate of pay" means an employee's annual rate of pay divided by fifty-two point one seven six (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 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.

- A8.02** The Employer agrees that original articles or professional and technical papers prepared by an employee, within the scope of his employment, will be retained on appropriate departmental files for the normal life of such files. The Employer will not unreasonably withhold permission for the publication of original articles or professional and technical papers in professional media. At the Employer's discretion, recognition of authorship will be given where practicable in departmental publications.
- A8.03** 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.
- A8.04**
- (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(s).
 - (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**

B1.01 Day Work

- (a) The normal work week shall be thirty-seven and one-half (37½) hours and the normal work day shall be seven and one-half (7½) consecutive hours, exclusive of a meal period, between the hours of 6:00 a.m. and 6:00 p.m. The normal work week shall be Monday to Friday inclusive.
- (b) Where normal hours are to be changed so that they are different from those specified in clause B1.01(a) the Employer, in advance, except in cases of emergency, will consult with the Institute on such hours of work, and in such consultation, will show that such hours are required to meet the needs of the public and/or the efficient operation of the Agency.

B1.02 The Employer, to allow for the summer and winter hours, provided the annual total is not changed, may vary the normal weekly and daily hours of work.

B1.03 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.

B1.04 Shift work

When, because of the operational requirements of the Service, hours of work are scheduled for employees on a rotating or irregular basis, they shall be scheduled so that employees work an average of thirty-seven and one-half (37½) hours per week exclusive of meal breaks.

B1.05 The Employer will make every reasonable effort:

- (a) not to schedule the commencement of a shift within sixteen (16) hours of the completion of the employee's previous shift;
- (b) to avoid excessive fluctuation in hours of work; and
- (c) to grant days of rest which should be consecutive but may be in separate calendar weeks.

B1.06 The staffing, preparation, posting and administration of shift schedules is the responsibility of the Employer.

B1.07 The Employer shall set up a shift schedule which shall cover a minimum period of one (1) week, posted two (2) weeks in advance of the commencement of the scheduled period, which will cover the normal requirements of the work area.

B1.08 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.

B1.09 Where a new shift schedule has to be introduced by the Employer or an existing shift schedule has to be modified, the Employer, in advance, except in cases of emergency, will consult with the Institute on the timing of such shifts.

B1.10 Attendance Registers

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

B1.11 **Consultation Regarding Change in Hours**

The representative of each of the parties hereto shall, during the currency of this Agreement, meet and consider the practicality of instituting work schedules that vary from Seven and one-half (7½) hours per day, Monday through Friday each week, and/or vary from five (5) days per week. The parties shall make every reasonable effort to establish mutually acceptable work schedules that are consistent with operational requirements and shall particularly consider any specific proposals made by an employee or employees. If employees' requests for a variation in hours of work are consistent with the needs of the operational requirements, then such requests shall be implemented.

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

B1.12 For an employee who completes required hours of work pursuant to clause B1.11, the agreement shall be administered as follows:

(a) Article Air—Interpretation and Definitions

Sub-clause A7.01(d) 'daily rate of pay' shall not apply.

(b) Article B5—Designated Paid Holidays

A designated paid holiday shall account for seven and one-half (7½) hours.

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B1.13 **Shift Premium**

An employee on shift work shall receive a shift premium of two dollars (\$2.00) per hour for all hours (including overtime hours) worked between 4:00 p.m. and 8:00 a.m. The shift premium will not be paid for hours worked between 8:00 a.m. and 4:00 p.m.

B1.14 Weekend Premium

- (a) An employee shall receive an additional premium of two dollars (\$2.00) per hour for work on Saturday and/or Sunday for hours worked as stipulated in sub-clause **B1.14(b)** below.
- (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 B2
OVERTIME**

B2.01 An employee at Level CS-01, **CS-02**, CS-03 or **CS-04** who is required to work overtime shall be compensated as follows:

- (a) on a normal work day at the rate of time and one-half (1½) for the first seven and one-half (7½) overtime hours worked and double (2) time thereafter;
- (b) on days of rest at the rate of time and one-half (1½) for the first seven and one-half (7½) overtime hours worked and double (2) time thereafter except, that when an employee is required by the Employer to work on two (2) or more consecutive and contiguous days of rest such employee shall be compensated on the basis of double (2) time for all hours worked on the second and each subsequent day of rest;
- (c) where an employee is required to work a continuous period of overtime during which he becomes entitled to be paid at the double (2) time rate, the employee will continue to be paid at that rate until the conclusion of the overtime period;
- (d) no employee will be required to work more than twenty-four (24) continuous hours without a break of at least twelve (12) hours before reporting back to work.

B2.02 Meal Allowance

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- (a) An employee who works three (3) or more hours of overtime immediately following such employee's normal hours of work shall be reimbursed his expenses for one meal in the amount of ten dollars and fifty cents (\$10.50) except where free meals are provided.

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- (b) For each four (4) hours an employee works overtime continuously extending beyond the period provided in (a) above, such employee shall be reimbursed for one additional meal in the amount of ten dollars and fifty cents (\$10.50) except where free meals are provided.
- (c) Reasonable time with pay, to be determined by the Employer, shall be allowed the employee in order that the employee may take a meal break either at or adjacent to his place of work,

- (d) This clause shall not apply to an employee who is in travel status that entitles the employee to claim expenses for lodging and/or meals.

B2.03 Reporting Pay

When an employee is required to report for work on a day of rest or a designated paid holiday, the employee shall be paid the greater of:

- (a) compensation at the applicable overtime rate, or
- (b) compensation equivalent to four (4) hours' pay at the employee's hourly rate of pay, except that the minimum of four (4) hours' pay shall apply the first time only an employee is required to report for work during a period of eight (8) hours, starting with the employee's first reporting.

If an employee is given instructions during his workday to work non-contiguous overtime on that day and works such overtime, the employee shall be paid for the time actually worked, or a minimum of two (2) hours' pay at the straight-time rate, whichever is greater.

B2.04 General

Employees shall record starting and finishing times of overtime work in a form determined by the Employer.

B2.05 All calculations for overtime shall be based on each completed period of fifteen (15) minutes.

B2.06 Except in cases of emergency, call-back, or mutual agreement, the Employer shall, wherever possible, give at least twelve (12) hours' notice of any requirement for overtime.

B2.07 The Employer will endeavor to make cash payments for overtime in the month following the month in which the credits were granted.

B2.08 (a) 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 at the applicable premium rate. The Employer reserves the right to direct an employee to take accumulated leave provided the Employer first makes every reasonable effort to grant such leave in such amounts and at such times as the employee may request.

(b) All compensatory leave, earned under this Article and/or Articles ~~B3-Call-Back~~, ~~64-Stand-By~~, or ~~B6-Travelling Time~~, in excess of thirty-seven and one-half (37%) hours outstanding at the end of the fiscal year, shall be paid in cash at the employee's hourly rate of pay on that date. An employee may ~~elect~~ to carry over into the next fiscal year up to a maximum of thirty-seven and one-half (37%) hours of unused compensatory leave.

B2.09 When, in a situation involving overtime, an employee is required to report to work before public transportation services have commenced, or to remain at work or to return to work after normal transportation services have been suspended, the

use of a taxi or the payment of a mileage rate, as appropriate, shall be authorized from the employee's residence to the workplace and/or return if necessary.

ARTICLE B3 CALL-BACK

- B3.01** When an employee, after having completed his normal hours of work, has left the place of work and prior to reporting for his next regular scheduled work period, is called back to work for a period of non-contiguous overtime, the employee shall be paid the greater of
- (a) the minimum of three (3) hours' pay at the applicable overtime rate; or
 - (b) compensation at the applicable rate of the overtime worked.
- B3.02** Overtime earned under clause B3.01 shall be compensated in cash except where, upon application by the employee and at the discretion of the Employer, overtime may be taken in the form of compensatory leave in accordance with clause B2.08 of Article B2—Overtime.
- B3.03** When an employee is called back to work under the conditions described in clause B3.01 and is required to use transportation services other than normal public transportation services, the employee shall be reimbursed for reasonable expenses incurred as follows:
- (a) kilometric allowance at the rate normally paid by the Employer where the employee travels by means of his own automobile; or
 - (b) out-of-pocket expense for other means of commercial transportation.
- Time spent by the employee called back to work or returning to his residence shall not constitute time worked.

ARTICLE B4 STAND-BY

- B4.01** 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 he has been designated as being on stand-by duty.
- B4.02** An employee designated by letter or by list for stand-by duty shall be available during his period of stand-by at a known telephone number and be able to return for duty as quickly as possible if called. In designating employees for stand-by duty, the Employer will endeavor to provide for the equitable distribution of stand-by duties.
- B4.03** No stand-by duty payment shall be granted if an employee is unable to report for duty when required.

- B4.04** An employee on stand-by duty who is required to report to work shall be paid, in addition to the stand-by pay, the greater of:
- (a) the applicable overtime rate for the time worked; or
 - (b) the minimum of three (3) hours' pay at the applicable rate for overtime; except that this minimum shall apply once during a single period of eight (8) hours' stand-by duty.
- B4.05** When an employee on stand-by duty is called back for work under the conditions described in clause B4.04 and is required to use transportation services other than normal public transportation services, the employee shall be compensated in accordance with clause B3.03 of this Agreement.
- B4.06** The Employer agrees that in the areas and in the circumstances where electronic paging devices are both practicable and efficient, such devices will be provided without cost to those employees on stand-by duty.
- B4.07** Overtime earned under clause B4.04 shall be compensated in cash except where, upon application by the employee and at the discretion of the Employer, overtime may be taken in the form of compensatory leave in accordance with clause B2.08 of Article B2—Overtime.

ARTICLE B5
DESIGNATED PAID HOLIDAYS

- B5.01** Subject to clause B5.02, 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.

B5.02 An employee absent without pay on both his full working day immediately preceding and his 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.

B5.03 Designated Paid Holiday Falling on a Day of Rest

When a day designated as a paid holiday under clause B5.01 coincides with an employee's day of rest, the holiday shall be moved to the employee's first normal working day following his day of rest.

B5.04 When a day designated as a paid holiday for an employee is moved to another day under the provisions of clause B5.03:

- (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.

B5.05 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 B5.03, that day shall count as a holiday and not count as a day of leave.

B5.06 Compensation for Work on a Paid Holiday

Compensation for work on a paid holiday shall be as follows:

- (a) on a designated paid holiday, at the rate of time and one-half (1½) for each first seven and one-half (7½) hours worked and double time thereafter:
- (b) when an employee works on a holiday, which is not his scheduled day of work, contiguous to a day of rest on which the employee also worked, such employee shall be compensated on the basis of double (2) time for each hour worked.

ARTICLE B6
TRAVELLING TIME

- B6.01** For the purposes of this Agreement, travelling time is compensated for only in the circumstances and to the extent provided for in this Article.
- B6.02** When an employee is required to travel outside his headquarters area on government business, as these expressions are defined by the Employer, the time of departure and the means of such travel shall be determined by the Employer and the employee will be compensated for travel time in accordance with clauses B6.03 and B6.04. 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.
- B6.03** For the purposes of clauses B6.02 and B6.04, the travelling time for which an employee shall be compensated is as follows:
- (a) For travel by public transportation, the time between the scheduled time of departure and the time of arrival at a destination, including the normal travel time to the point of departure, as determined by the Employer.
 - (b) For travel by private means of transportation, the normal time as determined by the Employer to proceed from the employee's place of residence or workplace, as applicable, directly to his destination and, upon his return, directly back to his residence or workplace.
 - (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.
- B6.04** If an employee is required to travel as set forth in clauses B6.02 and B6.03:
- (a) On a normal working day on which he travels but does not work, the employee shall receive his regular pay for the day.
 - (b) On a normal working day on which he travels and works, the employee shall be paid:
 - (i) his regular pay for the day for a combined period of travel and work not exceeding eight (8) hours; and
 - (ii) at the applicable overtime rate for additional travel time in excess of an eight (8) hour period of work and travel, with a maximum payment for such additional travel time not to exceed twelve (12) hours' pay at the straight-time rate in any day.
 - (c) On a day of rest or on a designated 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.

- B6.05** Compensation shall not be paid for travelling time to courses, training sessions, conferences and seminars to which an employee is sent for the purpose of career development, unless the employee is required to attend by the Employer.
- B6.06** 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 the greater of:
- (a) on a normal working day, his regular pay for the day; or
 - (b) pay for actual hours worked in accordance with Article B2-Overtime, of this Agreement.
- B6.07** Compensation earned under this Article shall be paid in cash except where, upon application by the employee and at the discretion of the Employer, such compensation may be taken in the form of compensatory leave in accordance with clause B2.08 of Article B2-Overtime.

**ARTICLE B7
LEAVE –GENERAL**

- B7.01** (a) When an employee becomes subject to this Agreement, his earned daily leave credits shall be converted into hours. When an employee ceases to be subject to this Agreement, his earned hourly leave credits shall be reconverted into days, with one day being equal to seven and one-half (7½) hours.
- (b) When leave is granted, it will be granted on an hourly basis and the number of hours debited for each day of leave being equal to the number of hours of work scheduled for the employee for the day in question.
- (c) Notwithstanding the above, in clause B10.01 of Article B10-Bereavement Leave with Pay, a "day" will mean a calendar day.
- B7.02** When the employment of an employee who has been granted more vacation or sick leave with pay than the employee has earned is terminated by death or lay-off, the employee is considered to have earned the amount of leave with pay granted to the employee.
- B7.03** An employee is entitled, once in each fiscal year, to be informed, upon request, of the balance of vacation or sick leave with pay credits.
- B7.04** The employee shall retain the amount of leave with pay credited to the employee by the Employer at the time when this Agreement is signed, or at the time when the employee becomes subject to this Agreement.
- B7.05** An employee is not entitled to leave with pay during periods the employee is on leave without pay, on education leave or under suspension.

- B7.06** Except as otherwise specified in this Agreement:
- (a) where leave without pay for a period in excess of three (3) months is granted to an employee, the total period of leave granted shall be deducted from "continuous employment" for the purpose of calculating severance pay and "service" for the purpose of calculating vacation leave;
 - (b) time spent on such leave which is for a period of more than three (3) months shall not be counted for pay increment purposes.
- B7.07** Notwithstanding anything contained in Article B8—Vacation Leave, Article B9—Sick Leave, or Article B23—Leave With or Without Pay for Other Reasons, an employee shall not be granted vacation leave, sick leave or other types of leave with pay while he is on leave without pay or under suspension.
- B7.08** In respect to applications for leave made pursuant to this Collective Agreement, the employee may be required to provide satisfactory validation of the circumstances necessitating such requests.

**ARTICLE B8
VACATION LEAVE**

B8.01 The vacation year shall be from April 1st to March 31st, inclusive.

B8.02 Accumulation of Vacation Leave Credits

An employee shall earn vacation leave credits at the rate described below for each calendar month during which he receives pay for at least seventy-five (75) hours.

- (a) nine point three seven five (9.375) hours until the month in which the employee's eighth (8th) anniversary of service occurs;
- (b) twelve point five (12.5) hours commencing with the month in which the employee's eighth (8th) anniversary of service occurs;
- ..
- (c) thirteen point seven five (13.75) hours commencing with the month in which the employee's sixteenth (16th) anniversary of service occurs;
- (d) fourteen point three seven five (14.375) hours commencing with the month in which the employee's seventeenth (17th) anniversary of service occurs;
- (e) fifteen point six two five (15.625) hours commencing with the month in which the employee's eighteenth (18th) anniversary of service occurs;
- ..
- (f) sixteen point eight seven five (16.875) hours commencing with the month in which the employee's twenty-seventh (27th) anniversary of service occurs;

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- (g) eighteen point seven five (18.75) hours commencing with the month in which the employee's twenty-eighth(28th) anniversary of service occurs.

**

Conversion Examples

<u>Monthly Hours</u>	<u>Annual Hours</u>	<u>Annual Days</u>
9.375 hours	112.5 hours	15 days
12.500 hours	150.0 hours	20 days
13.750 hours	165.0 hours	22 days
14.375 hours	172.5 hours	23 days
15.625 hours	187.5 hours	25 days
16.875 hours	202.5 hours	27 days
18.750 hours	225.0 hours	30 days

B8.03 For the purpose of clause B8.02 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 Canadian Food Inspection Agency or the Public Service, takes or has taken severance pay. However, the above exception shall not apply to an employee who receives severance pay on lay-off and is re-appointed to the Canadian Food Inspection Agency within one year following the date of lay-off.

B8.04 Entitlement to **Vacation** Leave with Pay

An employee is entitled to vacation leave with pay to the extent of his 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.

B8.05 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 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 the employee has proceeded on vacation leave.

B8.06 The Employer shall give the employee as much notice as is practicable that a request for vacation leave has or has not been approved. If the leave is not approved, the employee shall be so advised immediately.

B8.07 **Carry-Over and/or Liquidation of** Vacation Leave

Where in any vacation year all of the vacation leave credited to an employee has not been scheduled, upon request, the employee may carry over into the following vacation year up to a maximum of two hundred sixty-two point five (262.5) hours

credits. All vacation leave credits in excess of two hundred sixty-two point five (262.5) hours will be paid in cash at the employee's daily rate of pay as calculated from the classification prescribed in his certificate of appointment of his substantive position on the last day of the vacation year.

B8.08 During any vacation year, upon application by the employee and at the discretion of the Employer, earned but unused vacation leave credits in excess of one hundred twelve point five (112.5) hours may be paid in cash at the employee's daily rate of pay as calculated from the classification prescribed in his certificate of appointment of his substantive position on March 31st of the previous vacation year.

B8.09 Recall from Vacation Leave

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

- (a) in proceeding to his 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.

B8.10 The employee shall not be considered as being on vacation or compensatory leave during any period in respect of which the employee is entitled under clause B8.09 to be reimbursed for reasonable expenses incurred by him.

B8.11 Cancellation of Vacation Leave

When the Employer cancels or alters a period of vacation or compensatory 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.

B8.12 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.

B8.13 Leave when Employment Terminates

When an employee dies or otherwise ceases to be employed, he or the employee's 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 his credit by the daily rate of pay as calculated from the classification prescribed in his certificate of appointment on the date of the termination of his employment.

B8.14 Abandonment

Notwithstanding clause B8.13, an employee whose employment is terminated by reason of a declaration that such employee abandoned his position is entitled to receive the payment referred to in clause B8.13 if the employee requests it within six (6) months following the date upon which his employment is terminated.

B8.15 Replacement of Vacation Leave

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

- (a) is granted bereavement leave; or
- (b) is granted leave with pay because of illness in the immediate family; or
- (c) is granted sick leave;

the period of vacation leave with pay, 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.

B8.16 Vacation Leave Credits for Severance Pay

Where the employee requests, the Employer shall grant the employee his unused vacation leave credits prior to termination of employment if this will enable such 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.

**ARTICLE B9
SICK LEAVE**

B9.01 Credits

An employee shall earn sick leave credits at the rate of **one and one-quarter (1¼)** days for each calendar month for which such employee receives pay for at least ten (10) days.

B9.02 A shift worker shall earn additional sick leave credits at the rate of one-sixth ($\frac{1}{6}$ th) of a day for each calendar month during which he works shifts and he receives pay for at least ten (10) days. Such credits shall not be carried over in the next fiscal year and are available only if the employee has already used fifteen (15) sick leave credits during the current fiscal year.

- B9.03** An employee shall be granted sick leave with pay when such employee is unable to perform his 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.
- B9.04** Unless otherwise informed by the Employer, a statement signed by the employee stating that because of illness or injury he was unable to perform his duties shall, when delivered to the Employer, be considered as meeting the requirements of clause **B9.03(a)**.
- B9.05** 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.
- B9.06** 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.
- B9.07** Where an employee has insufficient or no credits to cover the granting of sick leave with pay under the provisions of clause **B9.03**, 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.
- B9.08** The Employer may for good and sufficient reason advance sick leave credits to an employee when a previous advance has not been fully reimbursed.
- B9.09** Sick leave credits earned but unused by an employee during a previous period of employment with the Public Service and the Canadian Food Inspection Agency shall be restored to an employee whose employment was terminated by reason of lay-off and who is re-appointed in the Canadian Food Inspection Agency within two (2) years from the date of layoff.

**ARTICLE B10
BEREAVEMENT LEAVE**

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- B10.01** For the purpose of this Article, immediate family is defined as father, mother (or alternatively stepfather, stepmother or foster parent), brother, sister, spouse (including common-law partner residing with the employee), child (including child of common-law partner), stepchild or ward of the employee, grandparent, grandchild, father-in-law, mother-in-law, and any relative permanently residing in the employee's household or with whom the employee permanently resides.
- (a) When a member of the employee's immediate family dies, the employee shall be entitled to a bereavement period of five (5) consecutive calendar days which must include the day of the funeral. During such period, the employee shall be paid for those days which are not regularly scheduled days of rest for the employee. In addition, the employee may be granted up to three (3) days' leave with pay for the purpose of travel related to the death.

- (b) An employee is entitled to up to one (1) day's bereavement leave with pay for the purpose related to the death of his son-in-law, daughter-in-law, brother-in-law or sister-in-law.
- (c) 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 of the CFIA may, after considering the particular circumstances involved, grant leave with pay for a period greater than that provided for in sub-clauses B10.01(a) and (b).
- (d) If, during a period of sick leave, vacation leave or compensatory leave, an employee is bereaved in circumstances under which the employee would have been eligible for bereavement leave with pay under this Article, the employee shall be granted bereavement leave with pay and his paid leave shall be restored to the extent of any concurrent bereavement leave with pay granted.

ARTICLE B11

MATERNITY AND PARENTAL LEAVE WITHOUT PAY

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B11.01 Maternity and Parental Leave Without Pay

- (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 no later than seventeen (17) weeks after the termination date of pregnancy.
- (b) Where an employee has or will have actual care and custody of a newborn child, (including the new-born child of a common-law partner) or commences legal proceedings to adopt a child or obtains an order under the laws of a province for the adoption of a child, the employee shall be granted parental leave without pay upon request for a single period of up to thirty-seven (37) consecutive weeks in the fifty-two (52) week period commencing 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 and the employee has not yet proceeded on maternity or parental leave without pay, or
 - (ii) where the employee has proceeded on maternity and/or parental leave without pay and then returns to work for all or part of the period during which his or child is hospitalized,

the period of maternity and/or parental leave without pay specified in the original leave request may be extended by a period equal to the child's hospitalization during which the employee was not on maternity and/or parental leave without pay (to a maximum of seventeen (17) weeks for maternity leave). However, the extension shall end not later than fifty-two (52) weeks after the termination date of pregnancy of the day the child comes into the employee's care.

- (d) The Employer may require an employee to submit a medical certificate certifying pregnancy, or submit a birth certificate or proof of adoption.
- (e) An employee shall inform the Employer in writing of his or her plans for taking maternity and/or parental leave without pay to cover the absence from work at least four (4) weeks in advance of the initial date of continuous leave of absence, unless there is a valid reason why the notice cannot be given.
- (f) 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.
- (g) Parental leave without pay taken by a couple employed by the Agency shall not exceed a combined total of thirty-seven (37) weeks.
- (h) 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 69-Sick Leave. For purposes of this paragraph, the terms "illness" or "injury" used in Article 69-Sick Leave, shall include medical disability related to pregnancy.
- (i) The Employer may:
 - (i) defer the commencement of parental leave without pay at 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.

B11.02 Maternity and/or Parental Allowance

- (a) An employee who has been granted maternity and/or parental leave without pay shall be paid an allowance in accordance with the terms of the Supplemental Unemployment Benefit (SUB) Plan described below providing he or she:
 - (i) has completed six (6) months of continuous employment before the commencement of the leave,
 - (ii) provides the Employer with proof of application for and receipt of pregnancy or parental benefits in accordance with section 22 or 23 of the *Employment Insurance Act*, and

- (iii) signed an agreement with the Employer stating that he or she will return to work following the approved leave period (unless modified by a period of other approved leave) for a period equal to that for which an allowance was paid.
- (b) Should an employee fail to return to work or fail to work the period specified in B11.02(a)(iii) 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 B11.02 (a)(iii), or having become disabled within the meaning of the *Public Service Superannuation Act*, the employee shall repay to the Employer on a pro rata basis as follows:

$$\frac{[\text{allowance received}] \times [\text{remaining period to be worked following return to work}]}{\text{total period to be worked as specified in (a)(iii)}}$$

However, an employee whose specified period of employment expired and who is rehired by the Employer within a period of five (5) days or less is not indebted for the amount if the new period of employment is sufficient to meet the obligations specified in (a) (iii).

- (c) For the purpose of B11.02(a)(iii) and (b), 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 B11.02(a)(iii) without activating the recovery provisions described in B11.02(b).

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- (d) Maternity or Parental Allowance payments made in accordance with the SUB Plan will consist of the following:
 - (i) Where the employee is subject to a two-week waiting period before receiving Employment Insurance benefits, ninety-three percent (93%) of his or her weekly rate of pay and the recruitment and retention "terminable allowance" for each week, less any other monies earned during this period, and
 - (ii) For each week the employee receives benefits under section 22 or 23 of the *Employment Insurance Act* (EI), the difference between the gross weekly amount of benefits payable under the EI Act and ninety-three percent (93%) of his or her weekly rate of pay for each week and the recruitment and retention "terminable allowance", less any other monies earned during this period which may result in a decrease in employment insurance benefits under the EI Act.
- (e) At the employee's request, the payment referred to in B11.01(d)(i) will be estimated and advanced to the employee. Adjustments will be made once the employee provides proof of receipt of EI maternity or EI parental benefits.

- (f) The maternity or parental allowance to which an employee is entitled is limited to that provided in B11.02(d) and an employee will not be reimbursed for any amount required to be repaid pursuant to the *Employment Insurance Act*.
- (g) The weekly rate of pay referred to in sub-clause (d) shall be:
- (i) for a full-time employee, the employee's weekly rate of pay on the day immediately preceding the commencement of maternity and/or parental leave without pay;
 - (ii) for an employee who has been employed on a part-time or on a combined full-time and part-time basis during the six (6) month period preceding the commencement of maternity and/or parental leave without pay, the rate obtained by multiplying the weekly rate of pay in B11.02(g)(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.
- **
- (h) The weekly rate of pay referred to in B11.02(g) and the recruitment and retention "terminable allowance" shall be the rate to which the employee is entitled for his or her substantive level to which the employee is appointed.
- **
- (i) Notwithstanding B11.02(h) and subject to B11.02(g)(ii), if on the day immediately preceding commencement of maternity and/or parental leave without pay, an employee has been on an acting assignment for at least four (4) months, the weekly rate shall be the rate and the recruitment and retention "terminable allowance" the employee was being paid on that day.
- (j) Where an employee becomes eligible for a pay increment or pay revision while in receipt of the maternity or parental allowance, the allowance shall be adjusted accordingly.
- (k) Maternity or parental allowance payments made under the SUB plan will neither reduce nor increase an employee's deferred remuneration or severance pay.

B11.03 Special Allowance For Totally Disabled Employees

- **
- (a) An employee who fails to qualify for Employment Insurance pregnancy and/or parental benefits solely because of 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, or the *Government Employees Compensation Act*, and who has completed six (6) months of continuous employment before the commencement of the leave shall be paid, in respect of each week of benefits under the maternity and/or parental allowance not received for the reason described herein, the

difference between ninety-three per cent (93%) of the employee's rate of pay and the recruitment and retention "terminable allowance" 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 B11.02 for a combined period of no more than the number of weeks during which the employee would have been eligible for maternity or parental benefits pursuant to section 22 or 23 of the *Employment Insurance Act* had the employee not been disqualified from Employment Insurance maternity and parental benefits for the reasons described above.

B11.04 Transitional Provisions

If, on the date of signature of this Agreement, an employee is currently on maternity or parental leave without pay or has requested a period of maternity or parental leave 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 B12 MATERNITY-RELATED REASSIGNMENT OR LEAVE

- B12.01** (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 sub-clause B12.01 (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 sub-clause B12.01(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 B13
MEDICAL APPOINTMENT FOR PREGNANT EMPLOYEES**

- B13.01** Up to one-half (½) day of reasonable time off with pay will be granted to pregnant employees for the purpose of attending routine medical appointments.
- B13.02** 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 B14
LEAVE WITHOUT PAY FOR THE CARE AND NURTURING
OF PRE-SCHOOL AGE CHILDREN**

- B14.01** Both parties recognize the importance of access to leave for the purpose of care and nurturing of preschool age children.
- B14.02** An employee shall be granted leave without pay for the care and nurturing of preschool age children (including children of common-law partner) 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 clause shall be for a minimum period of three (3) weeks:
 - (c) the total leave granted under this clause 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.
- B14.03** An employee who has proceeded on leave without pay may change his return to work date if such change does not result in additional costs to the Employer.

ARTICLE B15
LEAVE WITHOUT PAY FOR THE LONG-TERM CARE OF A PARENT

- B15.01** 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 clause shall be for a minimum period of three (3) weeks;
 - (c) the total leave granted under this clause shall not exceed five (5) years during an employee's total period of employment in the Public Service and the Canadian Food Inspection Agency.
- B15.02** An employee who has proceeded on leave without pay may change his return to work date if such change does not result in additional costs to the Employer.

ARTICLE B16
LEAVE WITHOUT PAY FOR PERSONAL NEEDS

- B16.01** 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 his 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.

ARTICLE B17
**LEAVE WITHOUT PAY FOR RELOCATION OF SPOUSE
OR COMMON-LAW PARTNER**

- B17.01** 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 or common-law partner is permanently relocated and up to five (5) years to an employee whose spouse or common-law partner is temporarily relocated.

ARTICLE B18
LEAVE WITH PAY FOR FAMILY-RELATED RESPONSIBILITIES

- B18.01** (a) For the purpose of this clause, family is defined as spouse (or common-law partner resident with the employee), dependent children (including foster children or children of spouse or common-law partner), parents (including step-parents or foster parents), or any relative permanently residing in the employee's household or with whom the employee permanently resides.
- (b) The Employer shall grant leave with pay under the following circumstances:
- (i) an employee is expected to make every reasonable effort to schedule medical or dental appointments for dependent family members to minimize or preclude his absence from work; however, when alternate arrangements are not possible an employee shall be granted up to one (1) day for a medical or dental appointment when the dependent family member is incapable of attending the appointment by himself, or for appointments with appropriate authorities in schools or adoption agencies. An employee requesting leave under this provision must notify his supervisor of the appointment as far in advance as possible;
 - (ii) leave with pay to provide for the immediate and temporary care of a sick member or elderly 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) 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;
- (c) The total leave with pay which may be granted under paragraphs (b)(i), (ii) and (iii) shall not exceed five (5) days in a fiscal year.

ARTICLE B19
MARRIAGE LEAVE WITH PAY

- B19.01** 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.
- B19.02** 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 the marriage leave, an amount equal to the amount paid to the employee during the period of leave will be recovered by the Employer from any monies owed to the employee.

**ARTICLE B20
COURT LEAVE WITH PAY**

- B20.01** 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 or 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 B21
PERSONNEL SELECTION LEAVE WITH PAY**

- B21.01** 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 the employee's presence is required.

**ARTICLE B22
INJURY-ON-DUTY LEAVE WITH PAY**

- B22.01** 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 Workers' Compensation Board that the employee is unable to perform his 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 B23
LEAVE WITH OR WITHOUT PAY FOR OTHER REASONS**

B23.01 At its discretion, the Employer may grant:

- (a) leave with pay when circumstances not directly attributable to the employee prevent the employee's reporting for duty;
- (b) leave with or without pay for purposes other than those specified in this Agreement.

B23.02 Volunteer Leave

Subject to operational requirements as determined by the Employer and with an advance notice of at least five (5) days, the employee shall be granted, in each fiscal year, one (1) day's leave with pay to work as a volunteer for a charitable or community organization or activity, other than for activities related to the Government of Canada Workplace Charitable Campaign. For purposes of this clause, a day is equal to seven and one-half (7½) hours.

The leave will be scheduled at a time convenient both to the employee and the Employer. Nevertheless, the Employer shall make every reasonable effort to grant the leave at such a time as the employee may request.

B23.03 Personal Leave

Subject to operational requirements as determined by the Employer and with an advance notice of at least five (5) days, the employee shall be granted, in each fiscal year, one (1) day's leave with pay for reasons of a personal nature. For purposes of this clause, a day is equal to seven and one-half (7½) hours.

The leave will be scheduled at a time convenient both to the employee and the Employer. Nevertheless, the Employer shall make every reasonable effort to grant the leave at such a time as the employee may request.

**ARTICLE B24
RELIGIOUS OBSERVANCE**

B24.01 The Employer shall make every reasonable effort to accommodate an employee who requests time off to fulfill his religious obligations.

B24.02 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.

B24.03 Notwithstanding clause B24.02, 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 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.

B24.04 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.

ARTICLE B25 CAREER DEVELOPMENT

B25.01 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.

B25.02 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 his 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 may receive an allowance in lieu of salary of up to one hundred percent (100%) of the employee's annual rate of pay depending on the degree to which the education leave is deemed by the Employer to be relevant to organizational requirements. 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.

B25.03 Attendance at Conferences and Conventions

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- (a) Career development refers to an activity which is, in the opinion of the Employer, likely to be of assistance to the employee in furthering career development and to the organization in achieving its goals. The following activities shall be deemed to be part of career development:
 - (i) a course given by the Employer;
 - (ii) a course offered by a recognized academic institution;
 - (iii) a seminar, convention or study session in a specialized field offered directly related to an employee's work.
- (b) The parties to this Agreement recognize that attendance or participation at conferences, conventions, symposia, workshops and other gatherings of a similar nature contributes to the maintenance of high professional standards.
- (c) In order to benefit from an exchange of knowledge and experience, an employee shall have the opportunity on occasion to attend conferences and conventions which are related to the employee's field of specialization, subject to operational requirements.
- (d) The Employer may grant leave with pay and reasonable expenses including registration fees to attend such gatherings, subject to budgetary and operational constraints.
- (e) 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.
- (f) 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 payment of convention or conference registration fees and reasonable travel expenses.

- (g) An employee shall not be entitled to any compensation under Articles B2--Overtime and B6--Traveling Time in respect of hours he is in attendance at or traveling to or from a conference or convention under the provisions of this clause, except as provided by clause B25.03(d).

B25.04 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 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 B25.04(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 B2--Overtime and B6--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.

- B25.05** (a) The Employer shall establish selection criteria for granting leave under clauses B25.02, B25.03 and B25.04. Upon request, a copy of these criteria will be provided to an employee and/or the Institute representative.

- (b) The parties to this Collective Agreement acknowledge the mutual benefits to be derived from consultation on career development. To this effect, the Employer, upon request, will consult with the Institute as prescribed in Article C10—Joint Consultation.

B25.06 Examination Leave with Pay

Leave with pay may be granted to an employee for the purpose of writing an examination that will require the employee's absence during his normal hours of work. 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 his qualifications.

**ARTICLE B26
SEVERANCE PAY**

B26.01 Under the following circumstances and subject to clause B26.02, an employee shall receive severance benefits calculated on the basis of his weekly rate of pay:

(a) Lay-Off

- (i) On the first lay-off after June 20, 1969, two (2) weeks' pay for the first complete year of continuous employment and one (1) week's pay for each additional 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 three hundred sixty-five (365).
- (ii) On second or subsequent lay-off after June 20, 1969, 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 three hundred sixty-five (365), less any period in respect of which the employee was granted Severance Pay under B26.01(a)(i) above.

(b) Resignation

On resignation, subject to paragraph B26.01(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*, or
- (ii) a part-time employee, who regularly works more than thirteen and one-half (13½) but less than thirty (30) hours in a week, and who, if the employee were a contributor under the *Public Service Superannuation Act*, would be entitled to an immediate annuity thereunder, or would have been entitled to an immediate annual

allowance if he were a contributor under the *Public Service Superannuation Act*,

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 three hundred and sixty-five (365), to a maximum benefit of thirty (30) weeks' pay.

(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 three hundred and sixty-five (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, such employee shall be paid severance pay equal to the amount obtained by multiplying his weekly rate of pay on termination of employment by the number of completed years of continuous employment to a maximum of twenty-seven (27) weeks less any period in respect of which he was granted severance pay, retiring leave or a cash gratuity in lieu of retiring leave.

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

(i) 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 paragraph 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.

(ii) 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 paragraph 11(2)(g) of the *Financial Administration Act*, one week's pay for each complete year of continuous employment with a maximum benefit of twenty-eight (28) weeks.

B26.02 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 Armed Forces or the Royal Canadian Mounted Police. Under no circumstances shall the maximum severance pay provided under clause B26.01 be pyramided.

B26.03 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.

B26.04 Appointment to another employer organization

Notwithstanding sub-clause B26.01(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 E27
RECLASSIFICATION AND STATEMENT OF DUTIES**

B27.01 If, during the term of this Agreement, a new classification standard is established and implemented by the Employer, the Employer shall, before applying rates of pay to the new levels resulting from the application of the standard, negotiate with the Institute the rates of pay and the rules affecting the pay of employees on their movement to the new levels.

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B27.02 Upon written request, an employee shall be entitled to an official, complete and current statement of the duties and responsibilities of his position including the position's classification level and point rating all tied by factor and an organization chart depicting the position's place in the organization.

**ARTICLE B28
TECHNOLOGICAL CHANGE**

B28.01 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.

B28.02 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.

- B28.03** 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.
- B28.04** 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.
- B28.05** The written notice provided for in clause **B28.04** will provide 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.
- B28.06** As soon as reasonably practicable after notice is given under clause **B28.04**, the Employer shall consult meaningfully with the Institute concerning the effects of the technological change referred to in clause **B28.05** 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.
- B28.07** When, as a result of technological change, the Employer determines that an employee requires new skills or knowledge in order to perform the duties of his 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 B29
SAFETY AND HEALTH**

- B29.01** 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.
- B29.02** The Employer shall continue to provide, where economically and administratively feasible, working accommodations and facilities to meet the special requirements of computer systems services, and the Employer agrees to consult with the Institute for the purpose of considering expeditiously the Institute's suggestions on the subject.

PART C
STAFF RELATIONS MATTERS

ARTICLE C1
CHECK-OFF

- C1.01** The Employer will, as a condition of employment, deduct an amount equal to the monthly 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 the 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 declares in an affidavit that he 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 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 submitted by the employee shows the registered number of the religious organization and is countersigned by an official representative of the religious organization involved. A copy of 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 his 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 the application of this Article, except for 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.
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- C1.09** Where an employee does not have sufficient earnings in respect of any month to permit deductions under this Article, the Employer shall not be obliged to make such deductions for that month from subsequent salary.

**ARTICLE C2
USE OF EMPLOYER FACILITIES**

C2.01 Access by an Institute Representative

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

C2.02 Bulletin Boards

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

C2.03 Institute Literature

The Employer shall continue its present practice of making available to the Institute specific locations on its premises for the placement of reasonable quantities of literature of the Institute.

**ARTICLE C3
INFORMATION**

C3.01 The Employer agrees to supply the Institute on a quarterly basis with a list of all employees in the bargaining unit. The list referred to herein shall include the name, geographical location, and classification of the employee, and shall be provided within one month following the termination of each quarter. As soon as practicable, the Employer agrees to add to the above list the date of appointment for new employees.

C3.02 The Employer agrees to supply each employee with a copy of the Collective Agreement and any amendments thereto.

**ARTICLE C4
STEWARDS**

C4.01 The Employer acknowledges the right of the Institute to appoint Stewards from amongst the members of bargaining units for which the Institute is the certified bargaining agent.

C4.02 The Employer and the Institute shall, by mutual agreement, determine the area of jurisdiction of each Steward, having regard to the plan of organization and the distribution of employees.

C4.03 ~~The~~ Institute shall inform the Employer promptly and in writing of the names of its Stewards, their jurisdiction, and any subsequent changes.

C4.04 Leave for Stewards

A Steward shall obtain the permission of his immediate supervisor before leaving his work to investigate with fellow employees complaints of an urgent nature, to meet with local management for the purpose of dealing with such complaints or problems, and to attend meetings called by management. Such permission shall not be unreasonably withheld. After the Steward resumes his duties, he shall notify his supervisor as soon as practicable.

**ARTICLE C5
LEAVE FOR STAFF RELATIONS MATTERS**

C5.01 Public Service Staff Relations Board Hearings

(a) 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:

- (i) to an employee who makes a complaint on his own behalf before the Public Service Staff Relations Board; and
- (ii) to an employee who acts on behalf of an employee making a complaint, or who acts on behalf of the Institute making a complaint.

(b) Applications for Certification, Representations and Interventions with respect to Applications for Certification

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

- (i) to an employee who represents the Institute in an application for certification or in an intervention; and
- (ii) to an employee who makes personal representations with respect to a certification.

(c) Employee called as a Witness

The Employer will grant leave with pay:

- (i) to an employee called as a witness by the Public Service Staff Relations Board; and
- (ii) where operational requirements permit, to an employee called as a witness by an employee or the Institute.

C5.02 Arbitration Board Hearings, Conciliation Board Hearings and Alternative Dispute Resolution Process

(a) Where operational requirements permit, the Employer will grant leave with pay to an employee representing the Institute before an Arbitration Board or Conciliation Board or in an Alternative Dispute Resolution Process.

(b) Employee called as a Witness

The Employer will grant leave with pay to an employee called as a witness by an Arbitration Board or Conciliation Board or in an Alternative Dispute Resolution Process and, where operational requirements permit, leave with pay to an employee called as a witness by the Institute.

C5.03 Adjudication

(a) Employee who is a Party

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

(b) Employee who Acts as Representative

Where operational requirements permit, the Employer will grant leave with pay to the representative of an employee who is a party.

(c) Employee called as a Witness

Where operational requirements permit, the Employer will grant leave with pay to a witness called by an employee who is a party.

C5.04 Meeting During the Grievance Process

(a) Employee Presenting Grievance

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

(i) 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

(ii) 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.

(b) 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.

(c) 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.

C5.05 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.

C5.06 Preparatory Contract Negotiations Meetings

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

C5.07 Meetings Between the Institute and Management

Where Operational requirements permit, the Employer will grant leave with pay to an employee who is meeting with management on behalf of the Institute.

C5.08 Institute Official Meetings and Conventions

Where operational requirements permit, the Employer will grant leave without pay to a reasonable number of employees to attend meetings and conventions provided in the constitution and by-laws of the institute.

C5.09 Representatives' Training Courses

Where operational requirements permit, the Employer will grant leave without pay to employees who exercise the authority of a representative on behalf of the Institute to undertake training related to the duties of a representative.

C5.10 Determination of Leave Status

Where the status of leave requested cannot be determined until the Public Service Staff Relations Board or an adjudicator has given a decision, leave without pay will be granted pending final determination of the appropriate leave status.

**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
ILLEGAL STRIKES**

C7.01 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 C8
INTERPRETATION OF AGREEMENT**

C8.01 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 an employee from availing himself of the grievance procedure provided in this Agreement.

**ARTICLE C9
GRIEVANCE PROCEDURE**

C9.01 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 C9.02, gives notice that such an 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.

C9.02 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.

- C9.03** 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.
- C9.04** Subject to and as provided in Section 91 of the *Public Service Staff Relations Act*, an employee who feels that he has been treated unjustly or considers himself 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 C9.02, 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 is not entitled to present the grievance unless such employee has the approval of and is represented by the Institute.
- C9.05** 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 his authorized representative.
- C9.06** 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.
- C9.07** If he 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.
- C9.08** An employee may present a grievance to the first step of the procedure in the manner prescribed in clause C9.02, 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.

- C9.09** 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 C9.10, within fifteen (15) days after the employee presented the grievance at the previous step.
- C9.10** 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.
- C9.11** 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.
- C9.12** 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 Staff Relations Act*.
- C9.13** 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.
- C9.14** Where the provisions of clause C9.02 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 Employer concerned. Similarly, the Employer shall be deemed to have delivered a reply at 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 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.
- C9.15** 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 C9.17.
- C9.16** 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.

- C9.17** 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.
- C9.18** An employee may by written notice to his immediate supervisor or officer-in-charge abandon a grievance.
- C9.19** 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.
- C9.20** 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.
- C9.21** 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 satisfaction, he may refer the grievance to adjudication in accordance with the provisions of the *Public Service Staff Relations Act* and Regulations.
- C9.22** 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.

- C9.23** In case 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 C10
JOINT CONSULTATION**

- C10.01** The parties acknowledge the mutual benefits to be derived from joint consultation and will consult on matters of common interest.
- C10.02** 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.
- C10.03** 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.
- C10.04** **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.
- C10.05** 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.
- C10.06** Joint Consultation Committees are prohibited from agreeing to items which would alter any provision of this collective agreement.

**ARTICLE C11
STANDARDS OF DISCIPLINE**

- C11.01** Where written standards of discipline are developed, the Employer agrees to supply sufficient information on the standards of discipline to each employee and to the Institute.
- C11.02** The Employer agrees to consult with the Institute when existing written Standards of Discipline are to be amended. The Employer further agrees to carefully consider and, where appropriate, introduce Institute recommendations on the matter.
- C11.03** 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. Where practicable, the employee shall receive a minimum of one (1) working day's notice of such meeting.

- C11.04** The Employer agrees not to introduce as evidence in a hearing related to disciplinary action any document or written statement concerning the conduct of an employee unless that employee has been provided with a copy of that document or statement within a reasonable period before that hearing.
- C11.05** 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 C12
EMPLOYEES ON INDUSTRIAL PREMISES

- C12.01** Employees prevented from performing their duties because of a strike or lock-out on the premises of another employer, shall report the matter to the Employer, and the Employer will make reasonable efforts to ensure, so long as work is available, that such employees are appropriately employed elsewhere and that they shall receive the 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 (37½) 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 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 (37½) hours in a week at the hourly rate of pay.

D1.04 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.

D1.05 Designated Holidays

A part-time employee shall not be paid for the designated holidays but shall instead be paid a premium of four point two five (4.25) percent for all straight-time hours worked during the period of part-time employment.

D1.06 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 B5.01 of this Agreement, the employee shall be paid time and one-half (1½) the hourly rate of pay for all hours worked.

D1.07 "Overtime" means:

- (a) In the case of a part-time employee, authorized work in excess of seven and one-half (7½) hours per day or thirty-seven and one-half (37½) hours per week but does not include time worked on a holiday;

- (b) in the case of a part-time employee whose normal scheduled hours of work are in excess of seven and one-half (7½) hours per day in accordance with clause **D1.13** of this Article, authorized work in excess of those normal scheduled daily hours or an average of thirty-seven and one-half (37%) hours per week.

**

D1.08 Subject to Article **B2–Overtime**, a part-time employee who is required to work overtime shall be paid at time and one-half (1½) for the first seven and one-half (7½) hours worked and at double (2) time thereafter.

**

D1.09 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 **B8.02**, prorated and calculated as follows:

- (a) when the entitlement is one and one-quarter (1¼) 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 (1⅔) 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-sixth (1⅚) 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 (1⅞) 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 (2⅞) 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 (2¼) 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 one-half (2½) days a month, .500 multiplied by the number of hours in the employee's work week per month.

D1.10 Sick Leave

A part-time employee shall earn sick leave credits at the rate of one-quarter (¼) 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.

D1.11 Vacation and Sick Leave Administration

- (a) For the purposes of administration of clauses D1.09 and D1.10, 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.

D1.12 Severance Pay

Notwithstanding the provisions of Article B26—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. The equivalent full-time period in years shall be multiplied by the full-time weekly pay rate for the appropriate group and level to produce the severance pay benefit.

D1.13 Variable Hours of Work

Upon request of an employee and with the concurrence of the Employer, a part-time employee may complete his scheduled weekly hours of work in a manner that permits such an employee to work in excess of seven and one-half (7½) hours in any one day provided that over a period of twenty-eight (28) calendar days the part-time employee works an average of his scheduled weekly hours of work. As part of this clause, attendance reporting shall be mutually agreed between the employee and the Employer.

- D1.14** For an employee who completes required hours of work pursuant to D1.13, the definition of “daily rate of pay” clause A7.01(d) of Article A7 shall not apply.

**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 assigned tasks during a specified period in the past;
- (b) formal assessment and/or appraisals of employee performance shall be recorded on a form prescribed by the Employer for this purpose.

- D2.02** (a) When a formal assessment of an employee's performance is made, the employee concerned must be given an opportunity to sign the assessment form in question upon its completion to indicate that its contents have been read. An employee's signature on his assessment form shall be considered to be an indication only that its contents have been read and shall not

indicate his concurrence with the statements contained on the form. A copy of the employee's assessment form shall be provided to him 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 (½) of the period for which the employee's performance is evaluated.
- (c) An employee has the right to make written comments to be attached to the performance review form.

D2.03 When an employee disagrees with the assessment and/or appraisal of his 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 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.

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 practice with respect to an employee by reason of age, race, creed, colour, national or ethnic 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 E1
PAY**

E1.01 Except as provided herein, 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 Rates of Pay

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:

- (a) "retroactive period" for the purpose of clauses (b) to (e) 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;
- (b) 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;
- (c) 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;
- (d) in order for former employees or, in the case of death, for former employees' representatives to receive payment in accordance with clause (c), 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;
- (e) no payment or notification shall be made pursuant to clause E1.04 for one dollar (\$1.00) or less.

E1.05 Pay Administration

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

- (a) the employee shall receive his 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.

E1.06 Acting Pay

When an employee is required by the Employer to perform the duties of a higher classification level on an acting basis for a period of at least three (3) consecutive working days, such employee shall be paid acting pay calculated from the date on which the employee 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.

E1.07 This Article is subject to the Memorandum of Understanding signed by the Treasury Board and the Professional Institute of the Public Service of Canada dated July 21, 1982, in respect of red-circled employees until such time as the Employer and the Professional Institute of the Public Service of Canada agree to a Canadian Food Inspection Agency approach to red-circling at which time the Treasury Board Memorandum of Understanding shall cease to apply.

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 enacted 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:
 - (i) Bilingual Bonus Policy

- (ii) Commuting Assistance Directive
- (iii) Foreign Service Directives
- (iv) Isolated Posts and Government Housing Directive
- (v) Memorandum of Understanding on the definition of spouse
- (vi) Public Service Health Care Plan Directive
- (vii) Relocation - IRP Directive
- (viii) Travel Directive
- (ix) Uniforms Directive

Occupational Safety and Health

- (x) Boiler and Pressure Vessels Directive
 - (xi) Committees and Representatives Directive
 - (xii) Electrical Directive
 - (xiii) Elevated Work Structures Directive
 - (xiv) Elevating Devices Directive
 - (xv) First Aid Directive
 - (xvi) First Aid Allowance Directive
 - (xvii) Hazardous Confined Spaces Directive
 - (xviii) Hazardous Substances Directive
 - (xix) Materials Handling Directive
 - (xx) Motor Vehicle Operations Directive
 - (xxi) Noise Control and Hearing Conservation Directive
 - (xxii) Personal Protective Equipment and Clothing Directive
 - (xxiii) Pesticides Directive
 - (xxiv) Refusal to Work Directive
 - (xxv) Sanitation Directive
 - (xxvi) Tools and Machinery Directive
 - (xxvii) Use and Occupancy of Buildings 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 C9.23.

**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 May 31, 2005.

E4.02 Unless otherwise expressly stipulated, the provisions of this Collective Agreement shall become effective on the date it is signed.

SIGNED AT OTTAWA, this 24th day of the month of June, 2003.

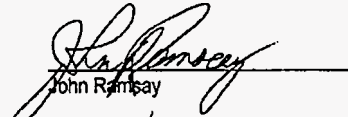
CANADIAN FOOD INSPECTION AGENCY


PROFESSIONAL INSTITUTE OF THE
PUBLIC SERVICE OF CANADA


Richard B. Fadden


Michèle Demers


Fiona L.W. Spencer


John Ramsay


Stephen Black


Heati Klippert

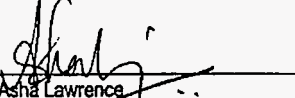

Christinne Poirier

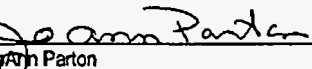
Shelly Knight

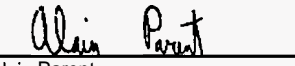
Keith Nephin

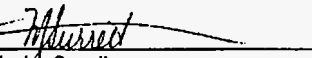

Niraj Gunanathan


Paulene Bourgault

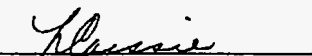

Asha Lawrence

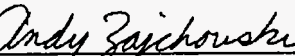

Jean Parton


Alain Parent


Monica Surret


Richard Bellaire


Line Caissie


Andy Zajchowski

APPENDIX "A"

CS - INFORMATICS GROUP

ANNUAL RATES OF PAY
(in dollars)

From: September 30, 2002
A: Effective October 1, 2002
B: Effective December 1, 2002
C: Effective October 1, 2003 (Restructure)
D: Effective June 1, 2004

CS-01

From: 28723 30271 31815 33363 34917 36460 38015 39569
A: 28838 30392 31942 33496 35057 36606 38167 39727
B: 29876 31486 33092 34702 36319 37924 39541 41157
C:
D:

CS-01 (cont.)

From: 41112 42662 44211 45749 47286 48823 50358 51894
A: 41276 42833 44388 45932 47475 49018 50559 52102
B: 42762 44375 45986 47586 49184 50783 52379 53978
C: 42762 44375 45986 47586 49184 50783 52379 53978
D: 43831 45484 47136 48776 50414 52053 53688 55327

CS-02

From: 47769 49420 51082 52741 54403 56063 57724 59383 61043
A: 47960 49618 51286 52952 54621 56287 57955 59621 61287
B: 49687 51404 53132 54858 56587 58313 60041 61767 63493
C: 49687 51404 53132 54858 56587 58313 60041 61767 63493 65219
D: 50929 52689 54460 56229 58002 59771 61542 63311 65080 66849

CS-03

From: 56201 58321 60443 62552 64663 66773 68883 70994 73104
A: 56426 58554 60685 62802 64922 67040 69159 71278 73396
B: 58457 60662 62870 65063 67259 69453 71649 73844 76038
C: 58457 60662 62870 65063 67259 69453 71649 73844 76038 78232
D: 59918 62179 64442 66690 68940 71189 73440 75690 77939 80188

CS-04

From: 64473 66907 69327 71745 74163 76580 79001 81421 83841
A: 64731 67175 69604 72032 74460 76886 79317 81747 84176
S: 67061 69593 72110 74625 77141 79654 82172 84690 87206
C 67061 69593 72110 74625 77141 79654 82172 84690 87206 89722
D: 68738 71333 73913 76491 79070 81645 84226 86807 89386 91956

CS-05

From: 73912 76925 79941 82952 85961 88974 97987 94994 98002 101011
A: 74208 77233 80261 83284 86305 89330 92355 95374 98394 101415
B: 76879 80013 83150 86282 89412 92546 95680 98807 101936 105066
C: 76879 80013 83150 86282 89412 92546 95680 98807 101936 105066 108196
D 78801 82013 85229 88439 91647 94860 98072 101277 104484 107593 110901

CS - INFORMATICS GROUP

PAY NOTES

PAY INCREMENT

**

- (1) The pay increment period for all employees shall be twelve (12) months.
- (2) The pay increment date for an employee appointed on or after the date of signing of this Agreement to a position in the bargaining unit on promotion, demotion or appointment from outside the Public Service, shall be the anniversary date of such appointment.
- (3) For employees appointed prior to the date of signing of this Agreement, their anniversary date will be the date on which the employee received his last pay increment.

PAY ADJUSTMENT

Economic Increase

- (4) With reference to Appendix "A", an employee shall, on October 1, 2002, be paid in the "A" line at the rate shown immediately below the employee's former rate.
- (5) With reference to Appendix "A", an employee shall, on December 1, 2002, be paid in the "B" line at the rate shown immediately below the employee's former rate.
- (6) With reference to Appendix "A", an employee shall, on June 1, 2004, be paid in the "D" line at the rate shown immediately below the employee's former rate.
- (7) Where, in the retroactive period, an employee was paid on initial appointment at a rate of pay above the minimum, or was promoted or transferred and paid at a rate of pay above the rates specified by the regulations for promotion or transfer, the employee shall be paid in the new scale of rates at the rate of pay nearest to but not less than the rate of pay at which the employee was appointed and, at the discretion of the President, may be paid at any rate up to and including the rate shown immediately below the rate the employee was receiving.

**

Restructure

- (8) Effective October 1, 2003, an employee shall be paid in the "C" line at the rate of pay which is immediately below the employee's rate of pay as of September 30, 2003, or if there is no such rate, to the rate in the "C" line which is the closest to but not less than the employee's rate of pay as of September 30, 2003.
- (9) Employees at levels CS-2 to CS-5 who have been at the maximum rate of pay for their level for twelve (12) months or more on October 1, 2003, will move to the new maximum rate of pay effective October 1, 2003.

- (10) Where an employee is performing acting duties on October 1, 2003, and is paid acting pay pursuant to clause E1.06, the employee's acting rate of pay will be adjusted effective October 1, 2003, in accordance with Pay Note (4). Upon termination of the acting assignment, the employee's substantive rate of pay will be adjusted in accordance with Pay Note (4).

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CANADIAN FOOD INSPECTION AGENCY
AND
THE PROFESSIONAL INSTITUTE OF THE PUBLIC SERVICE
OF CANADA
(HEREINAFTER CALLED THE INSTITUTE)
IN RESPECT OF THE
INFORMATICS (IN) GROUP BARGAINING UNIT**

ALLOWANCE FOR THE INFORMATICS GROUP

- (a) In an effort to reduce retention and recruitment problems, the Employer will provide an Allowance to incumbents of CS positions for the performance of CS duties in the Informatics Group.
- (b) The parties agree that CS employees who perform the duties of positions identified above shall be eligible to receive a "Terminable Allowance" in the following amounts and subject to the following conditions:
 - (i) Commencing on August 1, 2003 and ending on May 31, 2005, CS employees who perform the duties of the positions identified above shall be eligible to receive an allowance to be paid bi-weekly;
 - (ii) The employee shall be paid the daily amount shown below for each calendar day for which the employee is paid pursuant to Appendix-A" of the collective agreement. This daily amount is equivalent to the annual amount set out below for each position and level divided by two hundred and sixty decimal eighty-eight (**260.88**);

TERMINABLE ALLOWANCE

	Annual Amount	Daily Amount
CS-01	\$1,668	\$ 6.39
CS-02	\$2,112	\$ 8.10
CS-03	\$2,544	\$ 9.75
CS-04	\$2,976	\$11.41
CS-05	\$3,420	\$13.11


- (c) The Terminable Allowance specified above does not form part of an employee's salary;
- (d) The Allowance shall not be paid to or in respect of a person who ceased to be a member of the bargaining unit prior to the date of signing of this Agreement.
- (e) Subject to (f) below, the amount of the Terminable Allowance payable is that amount specified in 2(b) for the level prescribed in the certificate of appointment of the employee's substantive position:
- (f) When a CS employee is required by the Employer to perform the duties of a higher classification level in accordance with clause ~~E1.06~~, the Terminable Allowance payable shall be proportionate to the time at each level.


- (g) A part-time CS employee shall be paid the daily amount shown above divided by seven decimal five (7.5) for each hour paid at his hourly rate of pay pursuant to Article D1.
- (h) An employee shall not be entitled to the Allowance for periods he is on leave without pay or under suspension.
- (i) The parties agree that disputes arising from the application of this Memorandum of Understanding may be subject to consultation.
- (j) This Memorandum of Understanding expires on May 31, 2005, or at such time as a renewed collective agreement for the Informatics Group bargaining unit is signed, whichever comes first.


SIGNED AT OTTAWA, this 24th day of June 2003.

CANADIAN FOOD INSPECTION AGENCY THE PROFESSIONAL INSTITUTE OF
THE PUBLIC SERVICE OF CANADA


Stephen Black


Michele Demers


Line Caissie


Andy Zajchowski

APPENDIX B

Canadian Food Inspection Agency
Employment Transition Policy Appendix
to the Informatics (IN) Group Collective Agreement

General

Application

This Appendix applies to all indeterminate employees within the IN 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.

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 accélérée) - 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 (employé touché) - is an indeterminate employee who has been informed in writing that his 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.

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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 \$8,000.00.

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 employment within the Agency provided by the President to an 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 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 Act* and who still retains a re-appointment 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 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.

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Opting employee (employé 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 120 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)- 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 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 this 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 National Joint Council Travel Directive.

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 reattain 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 Recourse 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 (recyclage)- 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 (employé excédentaire) - is an indeterminate employee who has been provided a formal written notice declaring them surplus by the President.

Surplus priority (priorité d'employé 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 Recourse Policy.

Surplus status (statut d'employé excédentaire) - An indeterminate employee is in surplus status from the date he is declared surplus until the date of lay-off, until he is indeterminately appointed to another position, until his surplus status is rescinded, or until he 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 d'employé excédentaire d'une durée de douze mois pour trouver une offre d'emploi raisonnable) - 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, Human Resources, 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 employees' work site.

Part I

Roles and responsibilities

1.1 Agency

- 1.1.1** 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.
- 1.1.2** The Agency shall carry out effective human resource planning to minimize the impact of employment transition situations on indeterminate employees and on the Agency.
- 1.1.3** The Agency shall establish joint Union/Management employment transition committees, where appropriate, to consult on employment transition situations within the Agency.

- 1.1.4** The Agency shall cooperate to the extent possible with other Employers in its efforts to market surplus employees and laid-off persons.
- 1.1.5** The Agency shall establish systems to facilitate appointment of the Agency's affected employees, surplus employees, and laid-off persons.
- 1.1.6** 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 from 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 the President knows or can predict employment availability within the Agency.

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- 1.1.8** Where the President cannot provide a guarantee of a reasonable job offer, the President will provide 120 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 120th 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 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 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 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 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 shall advise the employee and his 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 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 travelling 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 NJC Travel and Relocation - IRP Directives, as amended from time to time.
- 1.1.20** For the purposes of the NJC Relocation - IRP 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 NJC Travel Directive, laid-off persons travelling 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 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 counselor 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 résumé;
 - (e) the employee's rights and obligations;
 - (9) 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, an 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 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 this 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 as 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 bargaining agent, when he has been referred for consideration but will not be offered the position. The Agency shall include full details of why he 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 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 resumé's);
 - (d) ensuring that they can be easily contacted by the Agency;
 - (e) ensuring they attend appointments related to referrals; and

- (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 one hundred twenty (120) 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 forty-eight (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 (3) 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.

- 3.1.5** 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 his 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 (2) 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 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 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 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 he knows 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 one hundred twenty (120) 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 120-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 120-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 120-day opting period and prior to the written acceptance of either the Twelve Month Surplus Priority Period, the Transition Support Measure (TSM) 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 this 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".

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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 be 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 (6) months. The amount of the lump sum payment for the pay in lieu cannot exceed the maximum of that which he would have received had he 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 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 eight thousand dollars (\$8000.00) 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 (2) years, while attending the learning institution. The TSM shall be paid in one or two lump-sum amounts over a maximum (2) 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 Policy.
- 6.3.4** In the cases of pay in lieu of unfulfilled surplus period, and Option (b) or Option (c)(i), the employee relinquishes any priority rights for appointment upon acceptance of his resignation.
- 6.3.5** Employees choosing Option (c)(ii) who have not provided the Agency with a proof of registration from a learning institution twelve (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 four hundred dollars (\$400.00) 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 reappointment 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 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*, or is hired by the new employer within the six (6) months immediately following his 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 (whether 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 (6) months' 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 is 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 (6) 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

ANNEX A (continued)

Years of Service	Transition Support Measure (TSM)
23.....	.52
24.....	.52
25.....	.52
26.....	.52
27.....	.52
28.....	.52
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.....	.07
45.....	.04

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.