



Canadian Food
Inspection Agency

Agence canadienne
d'inspection des aliments

Canadian Food Inspection Agency



www.inspection.gc.ca

COLLECTIVE AGREEMENT

between the

Canadian Food
Inspection Agency

and the

Professional Institute of the Public
Service of Canada

regarding the

Informatics (IN) Group
Bargaining Unit

Expiry: 2026/05/31



Canada 
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Table of Contents

		Page
	PART A – GENERAL	
	ARTICLE A1 PURPOSE OF AGREEMENT.....	1
	ARTICLE A2 RECOGNITION.....	1
**	ARTICLE A3 APPLICATION.....	1
	ARTICLE A4 OFFICIAL TEXTS.....	2
	ARTICLE A5 MANAGEMENT RIGHTS	2
	ARTICLE A6 RIGHTS OF EMPLOYEES	2
**	ARTICLE A7 INTERPRETATION AND DEFINITIONS	2
**	ARTICLE A8 PUBLICATIONS AND AUTHORSHIP.....	4
	PART B – WORKING CONDITIONS	
**	ARTICLE B1 HOURS OF WORK.....	5
**	ARTICLE B2 OVERTIME	8
	ARTICLE B3 CALL-BACK.....	10
**	ARTICLE B4 STAND-BY	10
**	ARTICLE B5 DESIGNATED PAID HOLIDAYS	11
**	ARTICLE B6 TRAVELLING TIME	13
**	ARTICLE B7 LEAVE – GENERAL	15
**	ARTICLE B8 VACATION LEAVE	16
	ARTICLE B9 SICK LEAVE	21
**	ARTICLE B10 BEREAVEMENT LEAVE	22
**	ARTICLE B11 MATERNITY LEAVE WITHOUT PAY	24
**	ARTICLE B12 PARENTAL LEAVE WITHOUT PAY	29

	ARTICLE B13	MATERNITY-RELATED REASSIGNMENT OR LEAVE	38
**	ARTICLE B14	MEDICAL APPOINTMENT FOR PREGNANT EMPLOYEES.....	39
**	ARTICLE B15	LEAVE WITHOUT PAY FOR THE CARE OF IMMEDIATE FAMILY	39
	ARTICLE B16	LEAVE WITHOUT PAY FOR PERSONAL NEEDS	40
	ARTICLE B17	LEAVE WITHOUT PAY FOR RELOCATION OF SPOUSE OR COMMON-LAW PARTNER	41
**	ARTICLE B18	LEAVE WITH PAY FOR FAMILY-RELATED RESPONSIBILITIES.....	41
	ARTICLE B19	COURT LEAVE WITH PAY.....	42
	ARTICLE B20	PERSONNEL SELECTION LEAVE WITH PAY.....	43
	ARTICLE B21	INJURY-ON-DUTY LEAVE WITH PAY.....	43
**	ARTICLE B22	COMPENSATORY LEAVE WITH PAY.....	44
**	ARTICLE B23	LEAVE WITH OR WITHOUT PAY FOR OTHER REASONS	45
	ARTICLE B24	RELIGIOUS OBSERVANCE.....	47
**	ARTICLE B25	CAREER DEVELOPMENT	47
	ARTICLE B26	SEVERANCE PAY	51
	ARTICLE B27	RECLASSIFICATION AND STATEMENT OF DUTIES ...	53
	ARTICLE B28	TECHNOLOGICAL CHANGE	54
	ARTICLE B29	SAFETY AND HEALTH	55

PART C – STAFF RELATIONS MATTERS

	ARTICLE C1	UNION DUES	56
	ARTICLE C2	USE OF EMPLOYER FACILITIES	57
	ARTICLE C3	INFORMATION.....	58

	ARTICLE C4	STEWARDS	58
**	ARTICLE C5	LEAVE FOR STAFF RELATIONS MATTERS	59
	ARTICLE C6	CONTRACTING OUT	62
	ARTICLE C7	ILLEGAL STRIKES	63
	ARTICLE C8	INTERPRETATION OF AGREEMENT	63
**	ARTICLE C9	GRIEVANCE PROCEDURE.....	63
	ARTICLE C10	JOINT CONSULTATION	70
	ARTICLE C11	STANDARDS OF DISCIPLINE	71
	ARTICLE C12	EMPLOYEES ON THIRD PARTY PREMISES.....	72

PART D – OTHER TERMS AND CONDITIONS

**	ARTICLE D1	PART-TIME EMPLOYEES	72
**	ARTICLE D2	EMPLOYEE PERFORMANCE REVIEW AND EMPLOYEE FILES.....	76
	ARTICLE D3	EMPLOYMENT REFERENCES	77
	ARTICLE D4	SEXUAL HARASSMENT	77
**	ARTICLE D5	NO DISCRIMINATION.....	78

PART E – PAY AND DURATION

**	ARTICLE E1	PAY	78
	ARTICLE E2	NATIONAL JOINT COUNCIL AGREEMENTS	80
	ARTICLE E3	AGREEMENT RE-OPENER.....	81
**	ARTICLE E4	DURATION	81
**	APPENDIX A	ANNUAL RATES OF PAY	83
**		PAY NOTES	86
**	APPENDIX B	EMPLOYMENT TRANSITION POLICY	87

	APPENDIX C	VACATION CONVERSION TABLE	111
**	APPENDIX D	MEMORANDUM OF UNDERSTANDING RED-CIRCLING.....	112
	APPENDIX E	ARCHIVED PROVISIONS FOR THE ELIMINATION OF SEVERANCE PAY FOR VOLUNTARY SEPARATIONS (RESIGNATIONS AND RETIREMENT)	114
**	APPENDIX F	MATERNITY AND PARENTAL LEAVE.....	119
**	APPENDIX G	LEAVE FOR UNION BUSINESS - COST RECOVERY ...	120
**	APPENDIX H	GENDER INCLUSIVE LANGUAGE	122
**	APPENDIX I	COLLECTIVE AGREEMENT IMPLEMENTATION	123
**	APPENDIX J	IMPLEMENTATION OF ARTICLE 2: OVERTIME	125
**	APPENDIX K	PAY SIMPLIFICATION SOLUTIONS.....	126
**	APPENDIX L	CONSULTATION ON INFORMAL CONFLICT MANAGEMENT.....	127

*** Asterisks denote consequential renumbering**

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

PART A – GENERAL

ARTICLE A1 PURPOSE OF AGREEMENT

- A1.01** The purpose of this Agreement is to maintain harmonious and mutually beneficial relationships between the Employer, the 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 *Federal Public Sector Labour 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, expressions referring to employee or the masculine or feminine gender are meant for all employees, regardless of gender.

ARTICLE A4 OFFICIAL TEXTS

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

ARTICLE A5 MANAGEMENT RIGHTS

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

ARTICLE A6 RIGHTS OF EMPLOYEES

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

****ARTICLE A7 INTERPRETATION AND DEFINITIONS**

- ** A7.01** For the purpose of this Agreement:
- (a) "bargaining unit" means the employees of the Employer as described in Article A2 – Recognition; (unité de négociation)
 - **** (b) "common-law partner" refers to a person cohabiting in a conjugal relationship with an employee for a continuous period of at least one (1) year; (conjoint de fait)
 - **** (c) "compensatory leave" means leave with pay in lieu of payment for overtime, call-back, stand-by, reporting pay, and travelling time compensated at an overtime rate; (congé compensatoire)
 - **** (d) "continuous employment" has the same meaning as specified in the Directive on Terms and Conditions of Employment on the date of signing of this agreement; (emploi continu)
 - (e) "daily rate of pay" means an employee's weekly rate of pay divided by five (5); (taux de rémunération journalier)

- (f) “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)
- (g) “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)
- (h) “double time” means two (2) times the employee’s hourly rate of pay; (tarif double)
- (i) “employee” means a person so defined by the *Federal Public Sector Labour Relations Act* and who is a member of the bargaining unit; (employé)
- (j) “Employer” means His 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)
- (k) “headquarters area” has the same meaning as given to the expression in the Travel Directive; (zone d’affectation)
- (l) “hourly rate of pay” means a full-time employee’s weekly rate of pay divided by thirty-seven decimal five (37.5); (taux de rémunération horaire)
- (m) “Institute” means the Professional Institute of the Public Service of Canada; (Institut)
- (n) “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)
- (o) “leave” means authorized absence from duty; (congé)
- (p) “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)
- (q) “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)

**

- ** (r) “spouse” will, when required, be interpreted to include “common-law partner” except, for the purposes of the Foreign Service Directives, the definition of “spouse” will remain as specified in Directive 2 of the Foreign Service Directives; (époux)
- * (s) “straight-time rate” means the employee’s hourly rate of pay; (tarif normal)
- * (t) “time and one-half” means one and one-half (1½) times the employee’s hourly rate of pay; (tarif et demi)
- * (u) “weekly rate of pay” means an employee’s annual rate of pay divided by fifty-two decimal 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 *Federal Public Sector Labour Relations Act*, have the same meaning as given to them in the *Federal Public Sector Labour Relations Act*, and
- (b) if defined in the *Interpretation Act*, but not defined in the *Federal Public Sector Labour Relations Act*, have the same meaning as given to them in the *Interpretation Act*.

****ARTICLE A8 PUBLICATIONS AND AUTHORSHIP**

- ** **A8.01** For the purpose of this Article: “Publication” shall include, for example, scientific and professional papers, articles, manuscripts, monographs, audio visual products, data sets, and computer software.
- * **A8.02** The Employer agrees to continue the present practice of ensuring that employees have ready access to all publications considered necessary to their work by the Employer.
- * **A8.03** The Employer agrees that original articles or professional and technical papers prepared by an employee, within the scope of his or her 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.

- * **A8.04** When an employee acts as a sole or joint author or editor of a publication, the authorship or editorship shall normally be acknowledged on such publication.
- * **A8.05**
 - (a) The Employer may suggest revisions to a publication and may withhold approval to publish.
 - (b) When approval for publication is withheld, the author(s) shall be so informed in writing of the reasons, if requested by the employee(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 decimal five (37.5) hours and the normal work day shall be seven decimal five (7.5) 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 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 decimal five (37.5) 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 to be specified.

**** B1.11 Compressed Work Week**

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

B1.12 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 decimal five (7.5) 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.

B1.13 For an employee who completes required hours of work pursuant to clause B1.12, the agreement shall be administered as follows:

(a) Article A7 – Interpretation and Definitions

Sub-clause A7.01(e) “daily rate of pay” shall not apply.

(b) Article B5 – Designated Paid Holidays

A designated paid holiday shall account for seven decimal five (7.5) hours.

**** B1.14 Shift Premium**

An employee on shift work shall receive a shift premium of two dollars and twenty-five cents (\$2.25) 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.

**** B1.15 Weekend Premium**

- ****
- (a) An employee shall receive an additional premium of two dollars and twenty-five cents (\$2.25) per hour for work on Saturday and/or Sunday for hours worked as stipulated in sub-clause B1.15(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 ($1\frac{1}{2}$) for the first seven decimal five (7.5) overtime hours worked and double (2) time thereafter;
- (b) on days of rest at the rate of time and one-half ($1\frac{1}{2}$) for the first seven decimal five (7.5) 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 employees 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 or she 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

- (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 or her expenses for one meal in the amount of twelve dollars (\$12.00) except where free meals are provided.
- (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 twelve dollars (\$12.00) except where free meals are provided.
- (c) Reasonable time with pay, to be determined by the Employer, shall be allowed in order that the employee may take a meal break either at or adjacent to his or her place of work.

- (d) This clause shall not apply:

- (i) to an employee who is in travel status that entitles the employee to claim expenses for lodging and/or meals;

or

- ** (ii) to an employee who has obtained authorization to work at the employee's residence or at another place to which the Employer agrees.

**** B2.03 Reporting Pay**

- ** (a) When an employee is required to report and reports to work on the employee's day of rest, the employee is entitled to a minimum of three (3) hours' compensation at the applicable overtime rate of pay;
- ** (b) The minimum payment referred to in (a) above, does not apply to part-time employees. Part-time employees will receive a minimum payment in accordance with D1.09.

**** B2.04** When an employee reports for work under the conditions described in clause B2.03, 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 to an employee when authorized by the Employer to use his or her automobile when the employee travels by means of the employee's own automobile;
or
- ** (b) out-of-pocket expenses for other means of commercial transportation.

*** B2.05 General**

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

*** B2.06** All calculations for overtime shall be based on each complete period of fifteen (15) minutes.

*** B2.07** 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.

*** B2.08** The Employer will endeavour to make payments for overtime in the month following the month which the credits were granted.

- * **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 kilometric 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 or her normal hours of work, has left the place of work and prior to reporting for his or her 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 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 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 or her residence shall not constitute time worked.

****ARTICLE B4 STAND-BY**

B4.01 When the Employer requires an employee to be readily 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 or she 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 readily available during his or her period of stand-by at a known telephone number, or any other agree method of communication, and be able to return for duty as quickly as possible if contacted. In designating employees for stand-by duty, the Employer will endeavour 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.

****ARTICLE B5 DESIGNATED PAID HOLIDAYS**

- **** A designated paid holiday shall account for seven decimal five (7.5) hours only.
- ** 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) National Day for Truth and Reconciliation,
- * (h) the day fixed by proclamation of the Governor in Council as a general day of Thanksgiving,
- * (i) Remembrance Day,
- * (j) Christmas Day,
- * (k) Boxing Day,
- * (l) 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
- * (m) one additional day when proclaimed by an Act of Parliament as a National Holiday.

For greater certainty, employees who do not work on a Designated Paid Holiday are entitled to seven decimal five (7.5) hours pay at the straight-time rate.

B5.02 An employee absent without pay on both his or her full working day immediately preceding and his or her 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 or her 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 decimal five (7.5) hours worked and double (2) 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 or her headquarters area on government business, as these expressions are defined by the Employer, the time of departure and the means of such travel shall be determined by the Employer and the employee will be compensated for travel time in accordance with clauses B6.03 and B6.04. Travelling time shall include time necessarily spent at each stop-over en route 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 or her destination and, upon his or her return, directly back to his or her 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 or she travels but does not work, the employee shall receive his or her regular pay for the day.
- (b) On a normal working day on which he or she travels and works, the employee shall be paid:
 - (i) his or her regular pay for the day for a combined period of travel and work not exceeding seven decimal five (7.5) hours; and
 - (ii) at the applicable overtime rate for additional travel time in excess of a seven decimal five (7.5) hour period of work and travel, with a maximum payment for such additional travel time not to exceed fifteen (15) 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 fifteen (15) 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 or her regular pay for the day; or
- (b) pay for actual hours worked in accordance with Article B2 – Overtime, of this Agreement.

**** B6.07 Travel Status Leave**

- ****
- (a) An employee who is required to travel outside his headquarters area on government business, as these expressions are defined by the Employer, and is away from his permanent residence for forty (40) nights during a fiscal year shall be granted seven decimal five (7.5) hours off with pay. The employee shall be credited with an additional seven decimal five (7.5) hours off for each additional twenty (20) nights that the employee is away from his permanent residence to a maximum of eighty (80) additional nights.
 - (b) The maximum number of hours off earned under this clause shall not exceed thirty-seven decimal five (37.5) hours in a fiscal year and shall accumulate as compensatory leave with pay.
 - *** (c) This leave with pay is deemed to be compensatory leave and is subject to Article B22– Compensatory Leave With Pay.
 - (d) The provisions of this clause do not apply when the employee travels in connection with courses, training sessions, professional conferences and seminars.

****ARTICLE B7
LEAVE – GENERAL**

- B7.01**
- (a) 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.
 - (b) 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** 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.
- B7.04** An employee is not entitled to leave with pay during periods the employee is on leave without pay, on education leave or under suspension.
- B7.05** 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 for reasons other than illness, 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.

* **B7.06** 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 or she is on leave without pay or under suspension.

B7.07 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 requests.

B7.08 In the event of termination of employment for reasons other than death or lay-off, the Employer shall recover from any monies owed the employee an amount equivalent to unearned vacation and sick leave taken by the employee, as calculated from the classification prescribed in the employee's certificate of appointment on the date of the termination of the employee's employment.

** **B7.09** An employee shall not earn or be granted leave credits under this Agreement in any month nor in any fiscal year for which leave has already been credited or granted to him or her under the terms of any other collective agreement or under other rules or regulations applicable to organizations within the federal public administration, as specified in Schedule I, Schedule IV or Schedule V of the *Financial Administration Act*.

**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 or she receives pay for at least seventy-five (75) hours.

** (a) nine decimal three seven five (9.375) hours until the month in which the employee's seventh (7th) anniversary of service occurs;

**

- (b) twelve decimal five (12.5) hours commencing with the month in which the employee's seventh (7th) anniversary of service occurs;
- (c) thirteen decimal seven five (13.75) hours commencing with the month in which the employee's sixteenth (16th) anniversary of service occurs;
- (d) fourteen decimal three seven five (14.375) hours commencing with the month in which the employee's seventeenth (17th) anniversary of service occurs;
- (e) fifteen decimal six two five (15.625) hours commencing with the month in which the employee's eighteenth (18th) anniversary of service occurs;
- (f) sixteen decimal eight seven five (16.875) hours commencing with the month in which the employee's twenty-seventh (27th) anniversary of service occurs;
- (g) eighteen decimal 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** (a) For the purpose of clause B8.02 and B8.18 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. For greater certainty, severance termination benefits taken under clauses B26.05 to B26.08 of Appendix E, or similar provisions in other collective agreements, do not reduce the calculation of service for employees who have not left the public service.

- (b) For the purpose of clause B8.03(a) only, effective April 1, 2012 and forward from that date, any former service in the Canadian Forces for a continuous period of six (6) months or more, either as a member of the Regular Forces or of the Reserve Force while on Class B or C service, shall also be included in the calculation of vacation leave credits.

B8.04 Entitlement to Vacation Leave with Pay

An employee is entitled to vacation leave with pay to the extent of his or her 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 current vacation year.

B8.05 Provision for Vacation Leave

- (a) Employees are expected to use all of their vacation leave during the vacation year in which it is earned.
- (b) In order to maintain operational requirements, the Employer reserves the right to schedule an employee's vacation leave but shall make reasonable effort:
 - (i) to provide an employee's vacation leave in an amount and at such time as the employee may request;
 - (ii) 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 decimal five (262.5) hours credits. All vacation leave credits in excess of two hundred sixty-two decimal five (262.5) hours will be paid at the employee's rate of pay as calculated from the classification prescribed in his or her certificate of appointment of his or her 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 decimal five (112.5) hours may be paid at the employee's rate of pay as calculated from the classification prescribed in his or her certificate of appointment of his or her 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 or her 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 or her.

B8.11 Cancellation or Alteration 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 Leave when Employment Terminates

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

B8.13 Abandonment

Notwithstanding clause B8.12, an employee whose employment is terminated by reason of a declaration that such employee abandoned his or her position is entitled to receive the payment referred to in clause B8.12 if the employee requests it within six (6) months following the date upon which his or her employment is terminated.

B8.14 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.

B8.15 Vacation Leave Credits for Severance Pay

Where the employee requests, the Employer shall grant the employee his or her 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.

B8.16 Appointment to a Schedule I, IV, or V Employer

Notwithstanding clause B8.12, an employee who resigns to accept employment with an organization listed in Schedule I, IV or V of the *Financial Administration Act* may choose not to be paid for earned but unused vacation leave credits provided that the appointing organization will accept such credits.

B8.17 Appointment from a Schedule I, IV or V Employer

The Employer agrees to accept unused vacation leave credits up to the maximum hours specified in B8.07, of an employee who resigns from an organization listed in Schedule I, IV or V of the *Financial Administration Act* in order to take a position with the Employer if the transferring employee is eligible and has chosen to have these credits transferred.

- ** B8.18** (a) Employees shall be credited a one-time entitlement of thirty-seven decimal five (37.5) hours of vacation leave with pay on the first (1st) day of the month following the employee's second (2nd) anniversary of service, as defined in clause B8.03. For clarity, employees shall be credited the leave described in B8.18(a) only once in their total period of employment in the public service.
- (b) The vacation leave credits provided in clause B8.18(a) above shall be excluded from the application of paragraph B8.07 and B8.08 dealing with Carry-over and/or Liquidation of Vacation Leave.

ARTICLE B9 SICK LEAVE

B9.01 Credits

An employee shall earn sick leave credits at the rate of nine decimal three seven five (9.375) hours for each calendar month for which such employee receives pay for at least seventy-five (75) hours.

B9.02 A shift worker shall earn additional sick leave credits at the rate of one decimal two five (1.25) hours for each calendar month during which he or she works shifts and he or she receives pay for at least seventy-five (75) hours. Such credits shall not be carried over in the next fiscal year and are available only if the employee has already used one hundred and twelve decimal five (112.5) hours 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 or her 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 or she was unable to perform his or her 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 one hundred and eighty-seven decimal five (187.5) hours, subject to the deduction of such advanced leave from any sick leave credits subsequently earned with the Employer.
- 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.
- B9.10** Sick leave credits earned but unused by an employee during a previous period of employment in the public service shall be restored to an employee whose employment was terminated due to the end of a specified period of employment, and who is re-appointed by the Canadian Food Inspection Agency within one (1) year from the end of the specified period of employment.

****ARTICLE B10 BEREAVEMENT LEAVE**

- ** B10.01** For the purpose of this Article, immediate family is defined as father, mother (or alternatively stepfather, stepmother or foster parent), brother, sister, step-brother, step-sister, spouse (including common-law partner), child (including child of common-law partner), stepchild, foster child or ward of the employee, grandparent, grandchild, father-in-law, mother-in-law, son-in-law, daughter-in-law and any relative permanently residing in the employee's household or with whom the employee permanently resides and in addition:
- (a) a person who stands in the place of a relative for the employee whether or not there is any degree of consanguinity between such person and the employee. An employee shall be entitled to bereavement leave under B10.01(a) only once during the employee's total period of employment in the public service.

- ** B10.02**
- (a) When a member of the employee's immediate family dies, the employee shall be entitled to bereavement leave with pay. Such bereavement leave, as determined by the employee, must include the day of the memorial commemorating the deceased or must begin within two (2) days following the death. During such period, the employee shall be paid for those days which are not regularly scheduled days of rest for the employee. In addition, the employee may be granted up to three (3) days' leave with pay for the purpose of travel related to the death.
 - (b) At the request of the employee, such bereavement leave with pay may be taken in a single period of seven (7) consecutive calendar days or may be taken in two (2) periods to a maximum of five (5) working days.
 - (c) When requested to be taken in two (2) periods,
 - (i) The first period must include the day of the memorial commemorating the deceased or must begin within two (2) days following the death, and
 - (ii) The second period must be taken no later than twelve (12) months from the date of death for the purpose of attending a ceremony.
 - (iii) The employee may be granted no more than three (3) days' leave with pay, in total, for the purposes of travel for these two (2) periods.
- ****
- (d) An employee is entitled to up to one (1) day's bereavement leave with pay for the purpose related to the death of his or her uncle, aunt, brother-in-law or sister-in-law and grandparent of spouse.
- ****
- (e) An employee is entitled to three (3) consecutive working days of bereavement leave with pay in the event of a stillbirth experienced by them or their spouse or common-law partner or where they would have been a parent of the child born as a result of the pregnancy. For greater certainty, stillbirth is defined as an unborn child on or after 20 weeks of pregnancy. The leave may be taken during the period that begins on the day on which the stillbirth occurs and ends no later than 12 weeks after the latest of the days on which any funeral, burial or memorial service in respect of the stillbirth occurs.
- ****
- (f) 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 B10.02(a), (b), (c) (d) and (e).

*

- (g) 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 or her paid leave shall be restored to the extent of any concurrent bereavement leave with pay granted.

****ARTICLE B11 MATERNITY LEAVE WITHOUT PAY**

B11.01 Maternity 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 not later than eighteen (18) weeks after the termination date of pregnancy.
- (b) Notwithstanding paragraph (a):
 - (i) where the employee has not yet proceeded on maternity leave without pay and her newborn child is hospitalized,
or
 - (ii) where the employee has proceeded on maternity leave without pay and then returns to work for all or part of the period during which her newborn child is hospitalized,

the period of maternity leave without pay defined in paragraph (a) may be extended beyond the date falling eighteen (18) weeks after the date of termination of pregnancy by a period equal to that portion of the period of the child's hospitalization during which the employee was not on maternity leave, to a maximum of eighteen (18) weeks.

- (c) The extension described in paragraph (b) shall end not later than fifty-two (52) weeks after the termination date of pregnancy.
- (d) The Employer may require an employee to submit a medical certificate certifying pregnancy.
- (e) An employee who has not commenced maternity leave without pay may elect to:
 - (i) use earned vacation and compensatory leave credits up to and beyond the date that her pregnancy terminates;

- (ii) use her sick leave credits up to and beyond the date that her pregnancy terminates, subject to the provisions set out in Article B9–Sick Leave. For purposes of this subparagraph, the terms “illness” or “injury” used in Article B9–Sick Leave, shall include medical disability related to pregnancy.
- (f) An employee shall inform the Employer in writing of her plans for taking leave with and without pay to cover her absence from work due to the pregnancy at least four (4) weeks in advance of the initial date of continuous leave of absence during which termination of pregnancy is expected to occur unless there is a valid reason why the notice cannot be given.
- (g) Leave granted under this clause shall be counted for the calculation of “continuous employment” for the purpose of calculating severance pay and “service” for the purpose of calculating vacation leave. Time spent on such leave shall be counted for pay increment purposes.

**** B11.02 Maternity Allowance**

- (a) An employee who has been granted maternity leave without pay shall be paid a maternity allowance in accordance with the terms of the Supplemental Unemployment Benefit (SUB) Plan described in paragraph (c) to (i), provided that she:
 - (i) has completed six (6) months of continuous employment before the commencement of her maternity leave without pay,
 - (ii) provides the Employer with proof that she has applied for and is in receipt of maternity benefits under the Employment Insurance or the Québec Parental Insurance Plan in respect of insurable employment with the Employer, and
 - (iii) has signed an agreement with the Employer stating that:
 - (A) she will return to work within the federal public administration, as specified in Schedule I, Schedule IV or Schedule V of the Financial Administration Act, on the expiry date of her maternity leave without pay unless the return to work date is modified by the approval of another form of leave;
 - (B) following her return to work, as described in section (A), she will work for a period equal to the period she was in receipt of maternity allowance;

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

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

however, an employee whose specified period of employment expired and who is rehired within the federal public administration as described in section (A), within a period of ninety (90) days or less is not indebted for the amount if her new period of employment is sufficient to meet the obligations specified in section (B).

- (b) For the purpose of sections (a)(iii)(B), and (C), periods of leave with pay shall count as time worked. Periods of leave without pay during the employee's return to work will not be counted as time worked but shall interrupt the period referred to in section (a)(iii)(B), without activating the recovery provisions described in section (a)(iii)(C).

**

- (c) Maternity allowance payments made in accordance with the SUB Plan will consist of the following:

**

- (i) where an employee is subject to a waiting period before receiving Employment Insurance maternity benefits, ninety-three per cent (93%) of her weekly rate of pay and the recruitment and retention "terminable allowance", if applicable for the waiting period, less any other monies earned during this period, and

- (ii) for each week that the employee receives a maternity benefit under the Employment Insurance or the Quebec Parental Insurance Plan, she is eligible to receive the difference between ninety-three per cent (93%) of her weekly rate of pay and the recruitment and retention “terminable allowance”, if applicable and the maternity benefit, less any other monies earned during this period which may result in a decrease in her maternity benefit to which she would have been eligible if no extra monies had been earned during this period, and

**

- (iii) Where an employee has received the full fifteen (15) weeks of maternity benefit under Employment Insurance and thereafter remains on maternity leave without pay, she is eligible to receive a further maternity allowance for a period of one (1) week, ninety-three per cent (93%) of her weekly rate of pay (and the recruitment and retention “terminable allowance”, if applicable), less any other monies earned during this period.
- (d) At the employee’s request, the payment referred to in subparagraph B11.02(c)(i) will be estimated and advanced to the employee. Adjustments will be made once the employee provides proof of receipt of Employment Insurance or Quebec Parental Insurance maternity benefits.
 - (e) The maternity allowance to which an employee is entitled is limited to that provided in paragraph (c) and an employee will not be reimbursed for any amount that she may be required to repay pursuant to the *Employment Insurance Act* or the *Parental Insurance Act* in Quebec.
 - (f) The weekly rate of pay referred to in paragraph (c) shall be:
 - (i) for a full-time employee, the employee’s weekly rate of pay on the day immediately preceding the commencement of maternity leave without pay;
 - (ii) for an employee who has been employed on a part-time or on a combined full-time and part-time basis during the six (6) month period preceding the commencement of maternity leave, the rate obtained by multiplying the weekly rate of pay in subparagraph (i) by the fraction obtained by dividing the employee’s straight-time earnings by the straight-time earnings the employee would have earned working full-time during such period.

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

B11.03 Special Maternity Allowance for Totally Disabled Employees

- (a) An employee who:
 - (i) fails to satisfy the eligibility requirement specified in subparagraph B11.02(a)(ii) solely because a concurrent entitlement to benefits under the Disability Insurance (DI) Plan, the Long-Term Disability (LTD) Insurance portion of the Public Service Management Insurance Plan (PSMIP) or the *Government Employees Compensation Act* prevents her from receiving Employment Insurance or Quebec Parental Insurance maternity benefits, and
 - (ii) has satisfied all of the other eligibility criteria specified in paragraph B11.02(a), other than those specified in sections (A) and (B) of subparagraph B11.02(a)(iii),

shall be paid, in respect of each week of maternity allowance not received for the reason described in subparagraph B11.03(a)(i), the difference between ninety-three per cent (93%) of her weekly rate of pay and recruitment and retention “terminable allowance”, if applicable, and the gross amount of her weekly disability benefit under the DI Plan, the LTD Plan or via the *Government Employees Compensation Act*.

- (b) An employee shall be paid an allowance under this clause and under clause B11.02 for a combined period of no more than the number of weeks during which she would have been eligible for maternity benefits under the Employment Insurance or the Quebec Parental Insurance Plan had she not been disqualified from Employment Insurance or Quebec Parental Insurance maternity benefits for the reasons described in subparagraph B11.03(a)(i).

****ARTICLE B12**
PARENTAL LEAVE WITHOUT PAY

B12.01 Parental Leave without Pay

- (a) Where an employee has or will have the actual care and custody of a new-born child (including the new-born child of a common-law partner), the employee shall, upon request, be granted parental leave without pay for either:
 - (i) a single period of up to thirty-seven (37) consecutive weeks in the fifty-two (52) week period (standard option),
or
 - (ii) a single period of up to sixty-three (63) consecutive weeks in the seventy-eight (78) week period (extended option),beginning on the day on which the child is born or the day on which the child comes into the employee's care.
- (b) Where an employee commences legal proceedings under the laws of a province to adopt a child or obtains an order under the laws of a province for the adoption of a child, the employee shall, upon request, be granted parental leave without pay for either:
 - (i) a single period of up to thirty-seven (37) consecutive weeks in the fifty-two week (52) period (standard option),
or
 - (ii) a single period of up to sixty-three (63) consecutive weeks in the seventy-eight (78) week period (extended option),beginning on the day on which the child comes into the employee's care.
- (c) Notwithstanding paragraphs (a) and (b) above, at the request of an employee and at the discretion of the Employer, the leave referred to in paragraphs (a) and (b) above may be taken in two periods.

- (d) Notwithstanding paragraphs (a) and (b):
- (i) where the employee's child is hospitalized within the period defined in the above paragraphs, and the employee has not yet proceeded on parental leave without pay,
or
 - (ii) where the employee has proceeded on parental leave without pay and then returns to work for all or part of the period while his or her child is hospitalized,

the period of parental leave without pay specified in the original leave request may be extended by a period equal to that portion of the period of the child's hospitalization while the employee was not on parental leave. However, the extension shall end not later than one hundred and four (104) weeks after the day on which the child comes into the employee's care.

- (e) An employee who intends to request parental leave without pay shall notify the Employer at least four (4) weeks before the commencement date of such leave.
- (f) 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.
- (g) Leave granted under this clause shall count for the calculation of "continuous employment" for the purpose of calculating severance pay and "service" for the purpose of calculating vacation leave. Time spent on such leave shall count for pay increment purposes.

**** B12.02 Parental allowance**

Under the Employment Insurance (EI) benefits plan, parental allowance is payable under two options, either:

- Option 1: standard parental benefits, B12.02 paragraphs (c) to (k), or
- Option 2: extended parental benefits, B12.02 paragraphs (l) to (t).

Once an employee elects the standard or extended parental benefits and the weekly benefit top up allowance is set, the decision is irrevocable and shall not be changed should the employee return to work at an earlier date than that originally scheduled.

Under the Québec Parental Insurance Plan (QPIP), parental allowance is payable only under Option 1: standard parental benefits.

**** Parental Allowance Administration**

- (a) An employee who has been granted parental leave without pay, shall be paid a parental allowance in accordance with the terms of the Supplemental Unemployment Benefit (SUB) Plan described in paragraphs (c) to (i) or (l) to (r), providing he or she:
 - (i) has completed six (6) months of continuous employment before the commencement of parental leave without pay,
 - (ii) provides the Employer with proof that he or she has applied for and is in receipt of parental, paternity or adoption benefits under the Employment Insurance Plan or the Quebec Parental Insurance Plan in respect of insurable employment with the Employer, and
 - (iii) has signed an agreement with the Employer stating that:
 - (A) the employee will return to work within the federal public administration, as specified in Schedule I, Schedule IV or Schedule V of the *Financial Administration Act*, on the expiry date of his or her parental leave without pay, unless the return to work date is modified by the approval of another form of leave;
 - (B) Following his or her return to work, as described in section (A), the employee will work for a period equal to the period the employee was in receipt of the standard parental allowance in addition to the period of time referred to in section B11.02(a)(iii)(B), if applicable. Where the employee has elected the extended parental allowance, following his or her return to work, as described in section (A), the employee will work for a period equal to sixty percent (60%) of the period the employee was in receipt of the extended parental allowance in addition to the period of time referred to in section B11.02(a)(iii)(B), if applicable.

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

[allowance received] X [remaining period to be worked, as specified in (B) following his or her return to work]

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

however, an employee whose specified period of employment expired and who is rehired within the federal public administration as described in section (A), within a period of ninety(90)days or less is not indebted for the amount if his or her new period of employment is sufficient to meet the obligations specified in section(B).

- (b) For the purpose of sections(a)(iii)(B), and (C), periods of leave with pay shall count as time worked. Periods of leave without pay during the employee's return to work will not be counted as time worked but shall interrupt the period referred to in section(a)(iii)(B), without activating the recovery provisions described in section(a)(iii)(C).

**** Option 1 - Standard Parental Allowance:**

- **** (c) Parental Allowance payments made in accordance with the SUB Plan will consist of the following:
- (i) where an employee on parental leave without pay as described in B12.01(a)(i)and (b)(i), has elected to receive Standard Employment Insurance parental benefits and is subject to a waiting period before receiving Employment Insurance parental benefits, ninety-three percent (93%) of his or her weekly rate of pay (and the recruitment and retention "terminable allowance" if applicable) for the waiting period, less any other monies earned during this period;

- (ii) for each week the employee receives parental, adoption or paternity benefits, under the Employment Insurance Plan or the Québec Parental Insurance Plan, he or she is eligible to receive the difference between ninety-three percent (93%) of his or her weekly rate (and the recruitment and retention “terminable allowance” if applicable) and the parental, adoption or paternity benefits, less any other monies earned during this period which may result in a decrease in his or her parental, adoption or paternity benefits to which he or she would have been eligible if no extra monies had been earned during this period;
- (iii) where an employee has received the full eighteen (18) weeks of maternity benefit and the full thirty-two (32) weeks of parental benefit or has divided the full thirty-two (32) weeks of parental benefits with another employee in receipt of the full five (5) weeks paternity under the Québec Parental Insurance Plan for the same child and either employee thereafter remains on parental leave without pay, that employee is eligible to receive a further parental allowance for a period of up to two (2) weeks, ninety-three per cent (93%) of their weekly rate of pay (and the recruitment and retention “terminable allowance” if applicable) for each week, less any other monies earned during this period;
- (iv) where an employee has divided the full thirty-seven (37) weeks of adoption benefits with another employee under the Québec Parental Insurance Plan for the same child and either employee thereafter remains on parental leave without pay, that employee is eligible to receive a further parental allowance for a period of up to two (2) weeks, ninety-three per cent (93%) of their weekly rate of pay (and the recruitment and retention “terminable allowance” if applicable) for each week, less any other monies earned during this period;
- (v) where an employee has received the full thirty-five (35) weeks of parental benefit under the Employment Insurance Plan and thereafter remains on parental leave without pay, he or she is eligible to receive a further parental allowance for a period of one (1) week, ninety-three per cent (93%) of his or her weekly rate of pay (and the recruitment and retention “terminable allowance” if applicable), less any other monies earned during this period, unless said employee has already received the one (1) week of allowance contained in B11.02(c)(iii) for the same child;

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- (vi) where an employee has divided the full forty (40) weeks of parental benefits with another employee under the Employment Insurance Plan for the same child and either employee thereafter remains on parental leave without pay, that employee is eligible to receive a further parental allowance for a period of one (1) week, ninety-three per cent (93%) of their weekly rate of pay (and the recruitment and retention “terminable allowance” if applicable), less any other monies earned during this period, unless said employee has already received the one (1) week of allowance contained in B11.02(c)(iii) and B12.02(c)(v) for the same child.
- (d) At the employee’s request, the payment referred to in subparagraph B12.02(c)(i) will be estimated and advanced to the employee. Adjustments will be made once the employee provides proof of receipt of Employment Insurance Plan parental benefits.
- (e) The parental allowance to which an employee is entitled is limited to that provided in paragraph (c) and an employee will not be reimbursed for any amount that he or she is required to repay pursuant to the *Employment Insurance Act* or the *Act Respecting Parental Insurance* in Quebec.
- (f) The weekly rate of pay referred to in paragraph (c) shall be:
 - (i) for a full-time employee, the employee’s weekly rate of pay on the day immediately preceding the commencement of maternity or parental leave without pay;
 - (ii) for an employee who has been employed on a part-time or on a combined full-time and part-time basis during the six (6) month period preceding the commencement of maternity or parental leave without pay, the rate obtained by multiplying the weekly rate of pay in subparagraph (i) by the fraction obtained by dividing the employee’s straight time earnings by the straight time earnings the employee would have earned working full-time during such period.
- (g) The weekly rate of pay referred to in paragraph (f) shall be the rate (and the recruitment and retention “terminable allowance” if applicable) to which the employee is entitled for the substantive level to which he or she is appointed.
- (h) Notwithstanding paragraph (g), and subject to subparagraph (f)(ii), if on the day immediately preceding the commencement of parental leave without pay an employee is performing an acting assignment for at least four (4) months, the weekly rate shall be the rate (and the recruitment and retention “terminable allowance” if applicable), the employee was being paid on that day.

- (i) Where an employee becomes eligible for a pay increment or pay revision while in receipt of parental allowance, the allowance shall be adjusted accordingly.
- (j) Parental allowance payments made under the SUB Plan will neither reduce nor increase an employee's deferred remuneration or severance pay.
- (k) The maximum combined, shared, maternity and standard parental allowances payable shall not exceed fifty-seven (57) weeks for each combined maternity and parental leave without pay.

**** Option 2 - Extended Parental Allowance:**

- ** (l)** Parental Allowance payments made in accordance with the SUB Plan will consist of the following:
 - (i) where an employee on parental leave without pay as described in B12.01(a)(ii) and (b)(ii), has elected to receive extended Employment Insurance parental benefits and is subject to a waiting period before receiving Employment Insurance parental benefits, fifty-five decimal eight per cent (55.8%) of his or her weekly rate of pay (and the recruitment and retention "terminable allowance" if applicable) for the waiting period, less any other monies earned during this period;
 - (ii) for each week the employee receives parental benefits under the Employment Insurance, he or she is eligible to receive the difference between fifty-five decimal eight per cent (55.8%) of his or her weekly rate (and the recruitment and retention "terminable allowance" if applicable) and the parental benefits, less any other monies earned during this period which may result in a decrease in his or her parental benefits to which he or she would have been eligible if no extra monies had been earned during this period;
- ** (iii)** where an employee has received the full sixty-one (61) weeks of parental benefits under the Employment Insurance and thereafter remains on parental leave without pay, he or she is eligible to receive a further parental allowance for a period of one (1) week, fifty-five decimal eight per cent (55.8%) of his or her weekly rate of pay (and the recruitment and retention "terminable allowance" if applicable), less any other monies earned during this period, unless said employee has already received the one (1) week of allowance contained in B11.02(c)(iii) for the same child;

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- (iv) where an employee has divided the full sixty-nine (69) weeks of parental benefits with another employee under the Employment Insurance Plan for the same child and either employee thereafter remains on parental leave without pay, that employee is eligible to receive a further parental allowance for a period of one (1) week, fifty-five decimal eight per cent (55.8%) of their weekly rate of pay (and the recruitment and retention “terminable allowance” if applicable), less any other monies earned during this period, unless said employee has already received the one (1) week of allowance contained in B11.02(c)(iii) for the same child.
- (m) At the employee’s request, the payment referred to in subparagraph B12.02(l)(i) will be estimated and advanced to the employee. Adjustments will be made once the employee provides proof of receipt of Employment Insurance.
- (n) The parental allowance to which an employee is entitled is limited to that provided in paragraph (l) and an employee will not be reimbursed for any amount that he or she is required to repay pursuant to the *Employment Insurance Act*.
- (o) The weekly rate of pay referred to in paragraphs (l) shall be:
 - (i) for a full-time employee, the employee’s weekly rate of pay on the day immediately preceding the commencement of 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 parental leave without pay, the rate obtained by multiplying the weekly rate of pay in subparagraph (i) by the fraction obtained by dividing the employee’s straight time earnings by the straight time earnings the employee would have earned working full-time during such period.
- (p) The weekly rate of pay referred to in paragraph (l) shall be the rate (and the recruitment and retention “terminable allowance” if applicable) to which the employee is entitled for the substantive level to which he or she is appointed.
- (q) Notwithstanding paragraph (p), and subject to subparagraph (o)(ii), if on the day immediately preceding the commencement of parental leave without pay an employee is performing an acting assignment for at least four (4) months, the weekly rate shall be the rate (and the recruitment and retention “terminable allowance” if applicable), the employee was being paid on that day.

- (r) Where an employee becomes eligible for a pay increment or pay revision while in receipt of the allowance, the allowance shall be adjusted accordingly.
- (s) Parental allowance payments made under the SUB Plan will neither reduce nor increase an employee's deferred remuneration or severance pay.
- (t) The maximum combined, shared, maternity and extended parental allowances payable shall not exceed eighty-six (86) weeks for each combined maternity and parental leave without pay.

B12.03 Special Parental Allowance for Totally Disabled Employees

- (a) An employee who:
 - (i) fails to satisfy the eligibility requirement specified in subparagraph B12.02(a)(ii) solely because a concurrent entitlement to benefits under the Disability Insurance (DI) Plan, the Long-Term Disability (LTD) Insurance portion of the Public Service Management Insurance Plan (PSMIP) or via the *Government Employees Compensation Act* prevents the employee from receiving Employment Insurance or Quebec Parental Insurance benefits, and
 - (ii) has satisfied all of the other eligibility criteria specified in paragraph B12.02(a), other than those specified in sections (A) and (B) of subparagraph B12.02(a)(iii),

shall be paid, in respect of each week of benefits under the parental allowance not received for the reason described in subparagraph B12.03(a)(i), 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 clause B12.02 for a combined period of no more than the number of weeks during which the employee would have been eligible for parental, paternity or adoption benefits under the Employment Insurance or the Quebec Parental Insurance Plan, had the employee not been disqualified from Employment Insurance or Quebec Parental Insurance benefits for the reasons described in subparagraph B12.03(a)(i).

ARTICLE B13
MATERNITY-RELATED REASSIGNMENT OR LEAVE

- B13.01**
- (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 B13.01(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. Dependant 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 B13.01(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 B14**
MEDICAL APPOINTMENT FOR PREGNANT EMPLOYEES

- ** B14.01** Up to three decimal seven five (3.75) hours of reasonable time off with pay will be granted to pregnant employees for the purpose of attending each routine medical appointment.
- B14.02** 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 B15**
LEAVE WITHOUT PAY FOR THE CARE OF IMMEDIATE FAMILY

- ** B15.01** For the purpose of this Article, family is defined as spouse (or common-law partner), children (including step-children, foster children, ward of the employee or children of spouse or common-law partner), parents (including step-parents or foster parents), brother, sister, step-brother, step-sister, grandchild, grandparents of the employee, father-in-law, mother-in-law, son-in-law, daughter-in-law, or any relative permanently residing in the employee's household or with whom the employee permanently resides and in addition:
- (a) a person who stands in the place of a relative for the employee whether or not there is any degree of consanguinity between such person and the employee.
- B15.02** Subject to operational requirements, an employee shall be granted leave without pay for the care of immediate family in accordance with the following conditions:
- (a) an employee shall notify the Employer in writing as far in advance as possible but not less than four (4) weeks in advance of the commencement date of such leave, unless such notice cannot be given because of an urgent or unforeseeable circumstance;
- (b) leave granted under this Article shall be for a minimum period of three (3) weeks;
- (c) the total leave granted under this Article shall not exceed five (5) years during an employee's total period of employment in the Canadian Food Inspection Agency or in the Public Service;
- (d) leave granted for periods of one (1) year or less shall be scheduled in a manner which ensures continued service delivery;

- (e) time spent on such leave shall not be counted for pay increment purposes;

B15.03 Caregiving Leave

- (a) An employee who provides the Employer with proof that he or she is in receipt of or awaiting Employment Insurance (EI) benefits for Compassionate Care Benefits, Family Caregiver Benefits for Children and/or Family Caregiver Benefits for Adults may be granted leave without pay while in receipt of or awaiting these benefits.
- (b) The leave without pay described in B15.03(a) shall not exceed twenty-six (26) weeks for Compassionate Care Benefits, thirty-five (35) weeks for Family Caregiver Benefits for Children and fifteen (15) weeks for Family Caregiver Benefits for Adults, in addition to any applicable waiting period.
- (c) When notified, an employee who was awaiting benefits must provide the Employer with proof that the request for Employment Insurance (EI) Compassionate Care Benefits, Family Caregiver Benefits for Children and/or Family Caregiver Benefits for Adults has been accepted.
- (d) When an employee is notified that their request for Employment Insurance (EI) Compassionate Care Benefits, Family Caregiver Benefits for Children and/or Family Caregiver Benefits for Adults has been denied, clause B15.03(a) above ceases to apply.
- (e) Leave granted under this clause shall count for the calculation of “continuous employment” for the purpose of calculating severance pay and “service” for the purpose of calculating vacation leave. Time spent on such leave shall count for pay increment purposes.

B15.04 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 or her 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 article, family is defined as spouse (or common-law partner), dependent children (including foster children, children of spouse or common-law partner and ward of the employee), grandchild, parents (including step-parents or foster parents), father-in-law, mother-in-law, brother, sister, step-brother, step-sister, grandparents of the employee, any relative permanently residing in the employee's household or with whom the employee permanently resides, or any relative for whom the employee has a duty of care, irrespective of whether they reside with the employee; or a person who stands in the place of a relative for the employee whether or not there is any degree of consanguinity between such person and the employee.
- (b) The total leave with pay which may be granted under this clause shall not exceed thirty-seven decimal five (37.5) hours in a fiscal year.
- ** (c)** The Employer shall grant leave with pay under the following circumstances:
- ** (i)** to take a dependent family member for medical or dental appointments, or for appointments with appropriate authorities in schools or adoption agencies. An employee requesting leave under this provision must notify his or her supervisor of the appointment as far in advance as possible;

- (ii) 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) for needs directly related to the birth or to the adoption of the employee's child;
- (iv) to attend school functions, if the supervisor was notified of the function as far in advance as possible;
- (v) to provide for the employee's child in the case of an unforeseeable closure of the school or daycare facility;
- ** (vi) to visit a family member who, due to an incurable terminal illness, is nearing the end of their life;
- ** (vii) fifteen (15) hours out of the thirty-seven decimal five (37.5) hours stipulated in paragraph B18.01(b) may be used to attend an appointment with a legal or paralegal representative for non-employment related matters, or with a financial or other professional representative if the supervisor was notified of the appointment as far in advance as possible.

ARTICLE B19 COURT LEAVE WITH PAY

B19.01 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;
 - (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 B20

PERSONNEL SELECTION LEAVE WITH PAY

B20.01 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 *Federal Public Sector Labour Relations Act*), 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 B21

INJURY-ON-DUTY LEAVE WITH PAY

B21.01 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 or her duties because of:

- (a) personal injury accidentally received in the performance of the employee's duties and not caused by the employee's wilful misconduct,
- (b) sickness resulting from the nature of the employee's employment,
- (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 B22**
COMPENSATORY LEAVE WITH PAY

- ** B22.01** Upon application by the employee and at the discretion of the Employer, or at the request of the Employer and with the concurrence of the employee, compensation earned under Articles B2 – Overtime, B3 – Call-back, B4 – Standby, B5 – Designated Paid Holidays and travelling time compensated at an overtime rate under Article B6 – Travelling Time may be taken in the form of compensatory leave, which will be calculated at the premium rate laid down in the applicable Article.
- B22.02** 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.
- B22.03** Compensatory leave in excess of thirty-seven decimal five (37.5) hours earned in a fiscal year and unused as of March 31st of that same fiscal year shall be paid at the employee's hourly rate of pay on March 31st.
- B22.04** At the request of the employee and with the approval of the Employer, or at the request of the Employer and with the concurrence of the employee, accumulated compensatory leave may be paid out, in whole or in part, once per fiscal year, at the employee's hourly rate of pay as calculated from the classification prescribed in the certificate of appointment at the time of the request.
- B22.05** When an employee dies or otherwise ceases to be employed, he or she or the employee's estate shall be paid an amount equal to the product obtained by multiplying the number of hours of earned but unused compensatory leave to his or her credit by the hourly rate of pay as calculated from the classification prescribed in his or her certificate of appointment on the date of the termination of his or her employment.
- B22.06** When a payment is being made as a result of the application of this Article, the Employer will endeavour to make such payment within six (6) weeks following the end of the pay period in which the employee requests payment, or, if the payment is required to liquidate compensatory leave unused at the end of the fiscal year, the Employer will endeavour to make such a payment within six (6) weeks of the commencement of the first pay period after March 31st.

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

B23.02 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, fifteen (15) hours' leave with pay for reasons of a personal nature. This leave can be taken in periods of seven decimal five (7.5) hours or three decimal seven five (3.75) hours each.

The leave will be scheduled at a time convenient to both 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 Domestic Violence Leave

For the purposes of this article domestic violence is considered to be any form of abuse or neglect that an employee or an employee's child experiences from a family member, or from someone with whom the employee has or had an intimate relationship.

- (a) The parties recognize that employees may be subject to domestic violence in their personal life that could affect their attendance at work.
- (b) Upon request, an employee who is subject to domestic violence or who is the parent of a dependent child who is subject to domestic violence shall be granted domestic violence leave in order to enable the employee, in respect of such violence:
 - (i) to seek care and/or support for themselves or their child in respect of a physical or psychological injury or disability;
 - (ii) to obtain services from an organization which provides services for individuals who are subject to domestic violence;
 - (iii) to obtain professional counselling;

- (iv) to relocate temporarily or permanently; or
- (v) to seek legal or law enforcement assistance or to prepare for or participate in any civil or criminal legal proceeding.
- (c) The total domestic violence leave with pay which may be granted under this article shall not exceed seventy-five (75) hours in a fiscal year.
- (d) Unless otherwise informed by the Employer, a statement signed by the employee stating that they meet the conditions of this article shall, when delivered to the Employer, be considered as meeting the requirements of this article.
- (e) Notwithstanding clauses B23.03(b) to B23.03(c), an employee is not entitled to domestic violence leave if the employee is charged with an offence related to that act or if it is probable, considering the circumstances, that the employee committed that act.

**** B23.04 Leave for Traditional Indigenous Practices**

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- (a) Subject to operational requirements as determined by the Employer, fifteen (15) hours of leave with pay and twenty-two decimal five (22.5) hours of leave without pay per fiscal year shall be granted to an employee who self-declares as an Indigenous person and who requests leave to engage in traditional Indigenous practices, including land-based activities such as hunting, fishing, and harvesting.

For the purposes of this article, an Indigenous person means First Nations, Inuit or Métis.

- ****
- (b) Unless otherwise informed by the Employer, a statement signed by the employee stating that they meet the conditions of this article shall, when delivered to the Employer, be considered as meeting the requirements of this article.
- ****
- (c) An employee who intends to request leave under this article must give notice to the Employer as far in advance as possible before the requested period of leave.

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- (d) As an alternative to leave without pay as per clause B23.04(a), at the request of the employee and at the discretion of the Employer, time off with pay, up to a total amount of twenty-two decimal five (22.5) hours, may be granted to the employee in order to fulfill their traditional Indigenous practices. 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.

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- (e) Leave or time off with pay under this article may be taken in one or more periods. Each period of leave shall not be less than seven decimal five (7.5) hours.

ARTICLE B24 RELIGIOUS OBSERVANCE

- B24.01** The Employer shall make every reasonable effort to accommodate an employee who requests time off to fulfill his or her 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 or her religious obligations. The number of hours with pay so granted must be made up hour for hour within a period of six (6) months, at times agreed to by the Employer. Hours worked as a result of time off granted under this clause shall not be compensated nor should they result in any additional payments by the Employer.
- 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 or her 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

- (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) In the case of denial of a request to attend a conference, the Employer shall give the written reason therefor, upon written request from the employee.

*

- (f) 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.

*

- (g) 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 or her payment of convention or conference registration fees and reasonable travel expenses.

*

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

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 training, 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 or her present role more adequately, and
 - (iv) to participate in language workshops, or courses or immersion programs to improve and/or attain their language competencies.
- (b) An employee shall be entitled to receive professional development yearly to participate in one or more of the activities described in paragraph B25.04(a). The nature of the professional development, duration and timeframe will be discussed between the employee and the Employer, and be subject to management approval.
- (c) 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).
- (d) 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.
- (e) 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.

- (f) An employee selected for professional development under this clause shall continue to receive his or her normal compensation including any increase for which he or she 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.
- (g) 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 or her 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 or her 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 or her weekly rate of pay:

- (a) **Lay-Off**
 - (i) On the first (1st) lay-off for the first (1st) complete year of continuous employment, two (2) weeks' pay, or three (3) weeks' pay for employees with ten (10) or more but less than twenty (20) years of continuous employment, or four (4) weeks' pay for employees with twenty (20) or more years of continuous employment, plus 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 and sixty-five (365).

- (ii) On second (2nd) or subsequent lay-off, 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), less any period in respect of which the employee was granted Severance Pay under B26.01(a)(i) above.

(b) 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.

(c) 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 or her 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 or she was granted severance pay, retiring leave or a cash gratuity in lieu of retiring leave.

(d) 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 12(2)(d) 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 12(2)(d) 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.

B26.02 The period of continuous employment used in the calculation of 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 and B26.05 be pyramided.

For greater certainty, payments made pursuant to B26.05 to B26.08 of Appendix E or similar provisions in other collective agreements shall be considered as a termination benefit for the administration of this clause.

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

An employee who resigns to accept an appointment with an organization listed in Schedule I, IV or V of the *Financial Administration Act* shall be paid any outstanding payment in lieu of severance, if applicable under Appendix E.

B26.05 Employees who were subject to the payment in lieu of severance for the elimination of severance pay for voluntary separation (resignation and retirement) and who opted to defer their payment, the former provisions outlining the payment in lieu are found at Appendix E.

**ARTICLE B27
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 rate of pay and the rules affecting the pay of employees on their movement to the new levels.

- B27.02** Upon written request, an employee shall be entitled to an official, complete and current statement of the duties and responsibilities of his or her position including the position's classification level and point rating allotted 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;
- (b) a major change in the Employer's operation directly related to the introduction of that equipment or material;
- (c) a new technological system, software or hardware of a substantially different nature than that previously utilized; or
- (d) a technological change to a system, software or hardware of a substantially different nature than that previously utilized

which will result in significant changes in the employment status or working conditions and require new/augmented skills or knowledge, of the employees in order to accomplish stated objectives.

- B28.03** Both parties recognize the potential 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 potentially impacted 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; and
- (c) the recognized advantage of employees' expertise working directly in their respective fields, and reasonable effort will be made to solicit their opinion and/or their advice and recommendations on technology.

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 regular/revised duties of his or her substantive position, after consultation with the employee, the Employer, save for exceptional circumstances, shall provide the necessary training and/or knowledge transfer 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.
- B29.03** Subject to any legislation, amendments or any instrument introduced by Parliament, it is recognized that Part II of the *Canada Labour Code* applies to CFIA.

PART C – STAFF RELATIONS MATTERS

ARTICLE C1 UNION DUES

- 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 Institute to the extent that he or she declares in an affidavit that he or she is a member of a religious organization whose doctrine prevents him or her as a matter of conscience from making financial contributions to an employee organization and that he or she will make contributions to a charitable organization registered pursuant to the *Income Tax Act*, equal to dues, shall not be subject to this Article. The Institute will inform the Employer accordingly.
- C1.05** No employee organization, as defined in section 2 of the *Federal Public Sector Labour 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 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 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.
- C1.08** 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 provide each employee with access to an electronic copy of the Collective Agreement and any amendments thereto. On request, the employee shall be supplied with a printed copy of this Agreement.

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 or her immediate supervisor before leaving his or her 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 or her duties, he or she shall notify his or her supervisor as soon as practicable.

****ARTICLE C5**
LEAVE FOR STAFF RELATIONS MATTERS

**** C5.01 Federal Public Sector Labour Relations and Employment Board Hearings**

- (a) Complaints made to the Federal Public Sector Labour Relations and Employment Board (FPSLREB) Pursuant to Section 190(1) of the *Federal Public Sector Labour Relations Act (FPSLRA)*.

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

- (i) to an employee who makes a complaint on his or her own behalf before the Federal Public Sector Labour Relations and Employment Board;
 - (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

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 Federal Public Sector Labour Relations and Employment 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, Public Interest Commission 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 Public Interest Commission or in an Alternative Dispute Resolution Process, or Public Interest Commission proceedings; all are as defined in the *Federal Public Sector Labour Relations Act (FPSLRA)*.
- (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 Public Interest Commission 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

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 representation 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 Federal Public Sector Labour Relations and Employment Board (FPSLREB) 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 shall make a reasonable effort to use existing employees or hire new indeterminate or term employees as needed before contracting out work described in the Bargaining Certificate and the Group Definition. However, to meet operational requirements, managers may choose to contract professional services in certain circumstances instead of making an appointment pursuant to the *Canadian Food Inspection Agency Act*.

C6.02 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.

C6.03 When work is contracted out due to technological change, the provisions of article B27 shall apply upon the implementation of the new technology.

C6.04 Communication

Through Union Management Consultation Committees, or through another forum as agreed upon by both parties, Employer and Union representatives shall meet to discuss and exchange on issues associated with contracting out, such as but not limited to, the influence on working conditions, complexity tasks, information on contractors in the workplace, future resource and service requirements, skills inventories, knowledge transfer, position vacancies, workload, and Managed Services.

C6.05 Employment Transition

Employees potentially affected by an anticipated employment transition shall be retained in preference to the continuation of a contractor provided the employee is capable of performing the necessary work.

ARTICLE C7 ILLEGAL STRIKES

- C7.01** The *Federal Public Sector Labour Relations Act* provides penalties for engaging in illegal strikes. Disciplinary action may also be taken, which will include penalties up to and including termination of employment, for participation in an illegal strike as defined in the *Federal Public Sector Labour 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 or herself of the grievance procedure provided in this Agreement.

****ARTICLE C9 GRIEVANCE PROCEDURE**

- C9.01** In cases of alleged misinterpretation or misapplication arising out of Agreements 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 Article C9.
- C9.02** 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 C9.12, gives notice that such employee wishes to take advantage of this clause, it is agreed that the period between the initial discussion and the final response shall not count as elapsed time for the purpose of grievance time limits.
- C9.03** The time limits stipulated in this procedure may be extended by mutual agreement between the Employer and the employee and, where appropriate, the Union representative.

Individual Grievances

C9.04 Subject to and as provided in section 208 of the *Federal Public Sector Labour Relations Act*, an employee who feels that he or she has been treated unjustly or considers himself or herself aggrieved by any 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 C9.07 except that:

- (a) where there is another administrative procedure provided by or under any *Act of Parliament* other than the *Human Rights Act* to deal with the employee's specific complaint, such procedure must be followed, and
- (b) where the grievance relates to the interpretation or application of this Agreement or an arbitral award, the employee is not entitled to present the grievance unless he or she has the approval of and is represented by the Union.

C9.05 Except as otherwise provided in this Agreement, a grievance shall be processed by recourse to the following levels:

- (a) Level 1 – first (1st) level of management;
- (b) Level 2 – intermediate level where such level has been established by the Canadian Food Inspection Agency.
- (c) Final Level – President or President's authorized representative.

C9.06 The Employer shall designate a representative at each level 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 Union.

C9.07 An employee who wishes to present a grievance at a prescribed level in the grievance procedure shall transmit this grievance to his or her 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 level; and

- (b) provide the employee with a receipt stating the date on which the grievance was received by him or her.

C9.08 Where 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 date it is delivered to the appropriate office of the Agency. Similarly the Employer shall be deemed to have delivered a reply at any level on the date on which the letter containing the reply is postmarked, but the time limit within which the grievor may present his or her grievance at the next higher level shall be calculated from the date on which the Employer's reply was delivered to the address shown on the grievance form.

C9.09 A grievance of an employee shall not be deemed to be invalid by reason only that it is not in accordance with the form supplied by the Employer.

**** C9.10** An employee may be assisted and/or represented by the union or a representative of the Union when presenting a grievance at any level.

C9.11 The Union shall have the right to consult with the Employer with respect to a grievance at each level of the grievance procedure. Where consultation is with the President, the President shall render the decision.

C9.12 An employee may present a grievance to the First Level of the grievance procedure in the manner prescribed in clause C9.07 not later than the thirty-fifth (35th) calendar day after the date on which he or she is notified orally or in writing or on which he or she first becomes aware of the action or circumstances giving rise to the grievance.

C9.13 The Employer shall normally reply to an employee's grievance, at any level in the grievance procedure, except the Final Level, within fifteen (15) calendar days after the date the grievance is presented at that level. Where such decision or settlement is not satisfactory to the employee, he or she may submit a grievance at the next higher level in the grievance procedure within fifteen (15) calendar days after that decision or settlement has been conveyed to him or her in writing.

C9.14 If the Employer does not reply within fifteen (15) calendar days from the date that a grievance is presented at any level, except the Final Level, the employee may, within the next fifteen (15) calendar days, submit the grievance at the next higher level of the grievance procedure.

C9.15 The Employer shall normally reply to an employee's grievance at the Final Level of the grievance procedure within forty (40) calendar days after the grievance is presented at that level.

- C9.16** Where an employee has been represented by the Union in the presentation of his or her grievance, the Employer will provide the appropriate representative of the Union with a copy of the Employer's decision at each level of the grievance procedure at the same time that the Employer's decision is conveyed to the employee.
- C9.17** The decision given by the Employer at the Final Level in the grievance procedure shall be final and binding upon the employee unless the grievance is a class of grievance that may be referred to adjudication.
- C9.18** Where it appears that the nature of the grievance is such that a decision cannot be given below a particular level of authority, any or all the levels, except the Final Level may be eliminated by agreement of the Employer and the employee and, where applicable, the Union.
- C9.19** Where the Employer demotes or terminates an employee for cause pursuant to paragraph 12.(2)(c) or (d) of the *Financial Administration Act*, the grievance procedure set forth in this Agreement shall apply except that the grievance shall be presented at the Final Level only.
- C9.20** An employee may abandon a grievance by written notice to his or her immediate supervisor or officer-in-charge.
- C9.21** An employee who fails to present a grievance to the next higher level within the prescribed time limits shall be deemed to have abandoned the grievance, unless the employee was unable to comply with the prescribed time limits due to circumstances beyond his or her control.
- C9.22** No person who is employed in a managerial or confidential capacity shall seek by intimidation, by threat of dismissal or by any other kind of threat to cause an employee to abandon his or her grievance or refrain from exercising his or her right to present a grievance as provided in this Agreement.
- C9.23** 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 12.(2)(c) or (d) of the *Financial Administration Act*;

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

C9.24 Where a grievance that may be presented by an employee to adjudication is a grievance relating to the interpretation or application in respect of him or her of a provision of this Agreement or an arbitral award, the employee is not entitled to refer the grievance to adjudication unless the Union signifies in the 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.

C9.25 In cases of alleged misinterpretation or misapplication arising out of agreements concluded by the National Joint Council (NJC) of the Public Service on items which may be included in a collective agreement and which the parties to this Agreement have endorsed, the grievance procedure will be in accordance with Part 15 of the NJC By-Laws.

Expedited Adjudication

C9.26 The parties agree that any adjudicable grievance may be referred to the following expedited adjudication process:

- (a) at the request of either party, a grievance that has been referred to adjudication may be dealt with through Expedited Adjudication with the consent of both parties;
- (b) future cases may be identified for this process by either party, subject to the consent of the parties;
- (c) when the parties agree that a particular grievance will proceed through Expedited Adjudication, the Bargaining Agent will submit to the Federal Public Sector Labour Relations and Employment Board (FPSLREB) the consent form signed by the grievor or the Bargaining Agent;
- (d) the parties may proceed with or without an Agreed Statement of Facts. When the parties arrive at an Agreed Statement of Facts, it will be submitted to the FPSLREB or to the Adjudicator at the hearing;
- (e) no witnesses will testify;

- (f) the Adjudicator will be appointed by the FPSLREB from among its members who have had at least three (3) years' experience as a member of the Board;
- (g) each Expedited Adjudication session will take place in Ottawa unless the parties and the FPSLREB otherwise agree. The cases will be scheduled jointly by the parties and the FPSLREB and will appear on the FPSLREB schedule;
- (h) the Adjudicator will make an oral determination at the hearing which will be recorded and initialed by the representatives of the parties. This will be confirmed in a written determination to be issued by the Adjudicator within five (5) calendar days of the hearing. The parties may, at the request of the Adjudicator, vary the above conditions in a particular case; and
- (i) the Adjudicator's determination will be final and binding on all the parties, but will not constitute a precedent. The parties agree not to refer the determination to the Federal Court.

Group Grievance

- C9.27** (a) The Union may present to the Employer a group grievance on behalf of employees in the bargaining unit who feel aggrieved by the interpretation or application, common in respect of those employees, of a provision of a collective agreement or an arbitral award.
- (b) In order to present a group grievance, the Union must first obtain the written consent of each of the employees concerned.
- C9.28** The Union shall transmit the group grievance form to the appropriate person, as identified by the Employer, who shall on receipt of a group grievance:
- (a) deliver to the Union a receipt stating the date on which the group grievance was received; and
 - (b) forward the group grievance to the person whose decision constitutes the appropriate level of the group grievance process.
- C9.29** Subject to and as provided in the *Federal Public Sector Labour Relations Act*, the Bargaining Agent may present a group grievance in the manner set out in clause C9.28, except where:
- (a) there is another administrative procedure provided by, or under any *Act of Parliament*, to deal with his or her specific complaint such procedure must be followed, other than the *Canadian Human Rights Act*; or

- (b) an employee has availed himself or herself of a complaint procedure established by a policy of the Employer if the policy expressly provides that an employee who avails himself or herself of the complaint procedure is precluded from participating in a group grievance, that employee may not be included in the group grievance.

C9.30 There shall be no more than a maximum of three (3) steps in the group grievance procedure. The final step shall be the President, Canadian Food Inspection Agency or his delegated representative.

C9.31 The Union may present the group grievance at the first step of the group grievance process no later than thirty-five (35) calendar days after the Union received notification of any act, omission or other matter giving rise to the group grievance.

C9.32 The Union may present a group grievance at each succeeding step in the group grievance procedure, beyond the first step either:

- (a) no later than fifteen (15) calendar days after the day on which the decision of the previous level was received; or
- (b) no later than forty (40) calendar days after the expiry of the period within which the decision was required if the Employer has not conveyed a decision to the Union within the time prescribed in clause C9.33.

C9.33 The Employer shall reply to the Union regarding a group grievance no later than twenty (20) calendar days after the day on which the group grievance was received by the person identified under clause C9.28.

C9.34 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 Union.

C9.35 An employee in respect of whom a group grievance has been presented may, at any time, notify the Union that they no longer wish to be involved in the group grievance.

C9.36 The Union may refer to adjudication any group grievance that has been presented up to and including the Final Level in the grievance process and that has not been dealt with to its satisfaction.

Policy Grievance

C9.37 The policy grievance process shall consist of one (1) level.

- C9.38** Both the Union and the Employer may present a policy grievance to the other in respect of the interpretation or application of the collective agreement as it relates to either of them or to the bargaining unit generally.
- C9.39** Neither the Union nor the Employer may present a policy grievance in respect of which an administrative procedure for redress is provided under any *Act of Parliament*, other than the *Canadian Human Rights Act*:
- (a) despite section 9.39, neither the Employer nor the Bargaining Agent may present a policy grievance in respect of the right to equal pay for work of equal value.
- C9.40** Both parties to this agreement shall identify the person authorized to receive a policy grievance, who on receipt of a policy grievance shall:
- (a) deliver a receipt to the other party stating the date on which the policy grievance was received; and
 - (b) shall forward the policy grievance to the person whose decision constitutes the level of the policy grievance process.
- C9.41** A policy grievance may be presented no later than thirty-five (35) calendar days after the earlier of the day on which notification was received and the day on which there was knowledge of any act, omission or other matter giving rise to the policy grievance.
- C9.42** The person whose decision constitutes the level of the policy grievance process shall provide a decision to the other party no later than twenty (20) calendar days after the day on which the policy grievance was received by the person identified under clause C9.40.
- C9.43** A policy grievance may be withdrawn at any time.
- C9.44** A party that presents a policy grievance may refer it to adjudication, as provided under the *Federal Public Sector Labour Relations Act*.

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 authorized by the Group Executive, 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 two (2) working days' notice of such meeting.

- C11.04** When an employee is suspended from duty or terminated for disciplinary reasons, the Employer undertakes to notify the employee in writing of the reason for such suspension or termination. The Employer shall endeavour to give such notification at the time of suspension or termination.
- C11.05** 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.
- C11.06** 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. With the exception of written reprimands, this period will be extended by the length of any single period of leave without pay in excess of six (6) months.

ARTICLE C12 EMPLOYEES ON THIRD PARTY 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 decimal five (37.5) hours per week, but not less than those prescribed in the *Federal Public Sector Labour 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 compared with the normal weekly hours of work of full-time employees unless otherwise specified in this Agreement.

- ** D1.03** Part-time employees shall be paid at the hourly rate of pay for all work performed up to seven decimal five (7.5) hours in a day or thirty-seven decimal five (37.5) hours in a week unless the employee is working other daily or weekly hours of work as prescribed pursuant to Article B1 – Hours of Work.
- * D1.04** The days of rest provisions of this Collective Agreement apply only in a week when a part-time employee has worked five (5) days and minimum of thirty-seven decimal five (37.5) hours in a week at the hourly rate of pay.
- * D1.05** Leave will only be provided:
 - (a) during those periods in which employees are scheduled to perform their duties; or
 - (b) where it may displace other leave as prescribed by this Agreement.
- ** D1.06 Designated Holidays**

A part-time employee shall not be paid for the designated holidays but shall instead be paid a premium of four decimal six (4.6%) percent for all straight-time hours worked during the period of part-time employment.

 - ** (a)** Should an additional day be proclaimed by an act of Parliament as a national holiday, as per paragraph B5.01(m), this premium will increase by zero decimal thirty-eight (0.38) percentage points.
 - ** (b)** The effective date of the percentage point increase will be within one hundred and eighty (180) days after the additional day is proclaimed by an act of Parliament as a national holiday, but not before the day on which the holiday is first observed.
- * D1.07** 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.
- * D1.08** “Overtime” means:
 - (a) in the case of a part-time employee, authorized work in excess of seven decimal five (7.5) hours per day or thirty-seven decimal five (37.5) 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 decimal five (7.5) 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 decimal five (37.5) hours per week.

* **D1.09** 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 decimal five (7.5) hours worked and at double (2) time thereafter.

** **D1.10 Reporting Pay**

Subject to clause D1.03, when a part-time employee meets the requirements to receive reporting pay on a day of rest, in accordance with sub-clause B2.03(a) of this Collective Agreement, and is entitled to receive a minimum payment rather than pay for actual time worked, the part-time employee shall be paid a minimum payment of four (4) hours pay at the straight-time rate of pay.

* **D1.11 Vacation Leave**

A part-time employee shall earn vacation leave credits for each month in which the employee receives pay for at least twice (2) 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 nine decimal three seven five (9.375) hours a month, zero decimal two five zero (0.250) multiplied by the number of hours in the employee's work week per month;
- (b) when the entitlement is twelve decimal five zero (12.50) hours a month, zero decimal three three three (0.333) multiplied by the number of hours in the employee's work week per month;
- (c) when the entitlement is thirteen decimal seven five (13.75) hours a month, zero decimal three six seven (0.367) multiplied by the number of hours in the employee's work week per month;
- (d) when the entitlement is fourteen decimal three seven five (14.375) hours a month, zero decimal three eight three (0.383) multiplied by the number of hours in the employee's work week per month;
- (e) when the entitlement is fifteen decimal six two five (15.625) hours a month, zero decimal four one seven (0.417) multiplied by the number of hours in the employee's work week per month;

- (f) when the entitlement is sixteen decimal eight seven five (16.875) hours a month, zero decimal four five zero (0.450) multiplied by the number of hours in the employee's work week per month;
- (g) when the entitlement is eighteen decimal seven five (18.75) hours a month, zero decimal five zero zero (0.500) multiplied by the number of hours in the employee's work week per month.

SEE APPENDIX "C" FOR VACATION CONVERSION TABLE

*** D1.12 Sick Leave**

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

*** D1.13 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.

*** D1.14 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.

* **D1.15 Variable Hours of Work**

Upon request of an employee and with the concurrence of the Employer, a part-time employee may complete his or her scheduled weekly hours of work in a manner that permits such an employee to work in excess of seven decimal five (7.5) 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 or her scheduled weekly hours of work. As part of this clause, attendance reporting shall be mutually agreed between the employee and the Employer.

* **D1.16** For an employee who completes required hours of work pursuant to D1.13, the definition of “daily rate of pay” clause A7.01(e) 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 or her assigned tasks during a specified period in the past;
- (b) formal assessment and/or appraisals of employee performance shall be recorded on a form prescribed by the Employer for this purpose.

- D2.02**
- (a) When a formal assessment of an employee’s performance is made, the employee concerned must be given an opportunity to sign the assessment form in question upon its completion to indicate that its contents have been read. An employee’s signature on his or her assessment form shall be considered to be an indication only that its contents have been read and shall not indicate his or her concurrence with the statements contained on the form. A copy of the employee’s assessment form shall be provided to him or her at the time the assessment is signed by the employee. For the purpose of satisfying the Employer’s obligation under this clause, the assessment form may be completed, signed, and provided electronically.
 - (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 or her work, the employee shall have the right to present written counter arguments to the manager(s) or committee(s) responsible for the assessment and/or appraisal decision.

**** D2.04** Upon written request of an employee, the personnel file of that employee shall be made available for his or her examination in the presence of an authorized representative of the Employer. For the purpose of satisfying this clause, the information can be made available electronically.

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:

- (a) a copy of the report placed on their file; and
- (b) 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 practised with respect to an employee by reason of age, race, creed, colour, national or ethnic origin, religious affiliation, sex, sexual orientation, gender identity or expression, family status, marital status, genetic characteristics, mental or physical disability, membership or activity in the Institute or conviction for an offence for which a pardon has been granted or in respect of which a record suspension has been ordered.

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 or her 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 (d) 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) no payment or notification shall be made pursuant to clause E1.04 for one dollar (\$1.00) or less.

**** E1.05 Pay Administration**

- * (a) When two (2) 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:
 - * (i) the employee shall receive his or her pay increment;
 - * (ii) the employee's rate of pay shall be revised;
 - * (iii) the employee's rate of pay on appointment shall be established in accordance with this Agreement.
- ** (b) Payments provided under the overtime, reporting pay, designated paid holiday, call-back, and standby provisions shall not be pyramided, that is, an employee shall not receive more than one (1) compensation for the same service.

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, and as amended from time to time, will form part of this Collective Agreement, subject to the *Federal Public Sector Labour Relations Act (FPSLRA)* and any legislation enacted by Parliament that has been or may be, as the case may be, established pursuant to any Act specified in section 113 of the *FPSLRA*.

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 Federal Public Sector Labour Relations and Employment Board has made a ruling pursuant to clause (c) of the NJC Memorandum of Understanding which became effective December 6, 1978 and as amended from time to time.

- (a) The following directives, in which the Institute has opted to participate, as amended from time to time by National Joint Council recommendation and which have been approved by the Canadian Food Inspection Agency, form part of this Collective Agreement:
 - (i) Bilingualism Bonus Policy
 - (ii) Commuting Assistance Directive
 - (iii) First Aid to the General Public – Allowance for Employees
 - (iv) Foreign Service Directives
 - (v) Isolated Posts and Government Housing Directive
 - (vi) NJC Relocation Directive
 - (vii) Occupational Health and Safety Directive
 - (viii) Public Service Health Care Plan Directive
 - (ix) Travel Directive
 - (x) Uniforms 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 C9.25.

**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, 2026.
- E4.02** Unless otherwise expressly stipulated, the provisions of this Collective Agreement shall become effective on the date it is signed.
- E4.03** The provisions of this collective agreement shall be implemented by the parties within a period of one hundred and twenty (120) days from the date of signing.

Signed at Ottawa, this 16th day of the month of December, 2024.

**Canadian Food Inspection
Agency**

- ☐ Paul MacKinnon
- ☐ Raman Srivastava, Ph.D.
- ☐ Stéphane Duplessis
- ☐ Kathleen Webster
- ☐ Karen Alexander
- ☐ Rubina Bhangoo
- ☐ Christine Gallinger
- ☐ Esther Sanderson
- ☐ Stephen Whitworth
- ☐ Brenda A. Dagenais

**The Professional Institute of the
Public Service of Canada**

- ☐ Jennifer Carr
- ☐ Donald Kenny
- ☐ Alain Parent
- ☐ Spencer Underwood
- ☐ Sumeeta Narula
- ☐ Robert Séguin

****APPENDIX “A”**

CS – INFORMATICS GROUP
(BUD 99519)

ANNUAL RATES OF PAY
(in dollars)

\$: Effective June 1, 2021
A: Effective June 1, 2022
W: Effective June 1, 2022
X1: Effective June 1, 2022
X2: Effective June 1, 2022
B: Effective June 1, 2023
Y: Effective June 1, 2023
C: Effective June 1, 2024
Z: Effective June 1, 2024
D: Effective June 1, 2025

CS-01

From:	\$	61649	63897	66147	68378	70606	72833	75062	78834
To:	A	63807	66133	68462	70771	73077	75382	77689	81593
	W	64605	66960	69318	71656	73990	76324	78660	82613
	X1	65574	67964	70358	72731	75100	77469	79840	83852
	B	67541	70003	72469	74913	77353	79793	82235	86368
	Y	67879	70353	72831	75288	77740	80192	82646	86800
	C	69237	71760	74288	76794	79295	81796	84299	88536
	Z	69410	71939	74474	76986	79493	82000	84510	88757
	D	70798	73378	75963	78526	81083	83640	86200	90532

CS-02

From:	\$	76647	79052	81466	83875	86281	88688	91094	93501
To:	A	79330	81819	84317	86811	89301	91792	94282	96774
	W	80322	82842	85371	87896	90417	92939	95461	97984
	X1	81527	84085	86652	89214	91773	94333	96893	99454
	B	83973	86608	89252	91890	94526	97163	99800	102438
	Y	84393	87041	89698	92349	94999	97649	100299	102950
	C	86081	88782	91492	94196	96899	99602	102305	105009
	Z	86296	89004	91721	94431	97141	99851	102561	105272
	D	88022	90784	93555	96320	99084	101848	104612	107377

CS-03

From:	\$	90443	93501	96563	99620	102686	105746	108807	111865
To:	A	93609	96774	99943	103107	106280	109447	112615	115780
	W	94779	97984	101192	104396	107609	110815	114023	117227
	X1	96201	99454	102710	105962	109223	112477	115733	118985
	B	99087	102438	105791	109141	112500	115851	119205	122555
	Y	99582	102950	106320	109687	113063	116430	119801	123168
	C	101574	105009	108446	111881	115324	118759	122197	125631
	Z	101828	105272	108717	112161	115612	119056	122502	125945
	D	103865	107377	110891	114404	117924	121437	124952	128464

CS-04

From:	\$	103798	107304	110813	114317	117829	121337	124848	128357
To:	A	107431	111060	114691	118318	121953	125584	129218	132849
	W	108774	112448	116125	119797	123477	127154	130833	134510
	X1	110406	114135	117867	121594	125329	129061	132795	136528
	B	113718	117559	121403	125242	129089	132933	136779	140624
	Y	114287	118147	122010	125868	129734	133598	137463	141327
	C	116573	120510	124450	128385	132329	136270	140212	144154
	Z	116864	120811	124761	128706	132660	136611	140563	144514
	D	119201	123227	127256	131280	135313	139343	143374	147404

CS-05

From:	\$	118492	122816	127138	131464	135791	140109	144428	148750	153073
To:	A	122639	127115	131588	136065	140544	145013	149483	153956	158431
	W	124172	128704	133233	137766	142301	146826	151352	155880	160411
	X2	127276	131922	136564	141210	145859	150497	155136	159777	164421
	B	131094	135880	140661	145446	150235	155012	159790	164570	169354
	Y	131749	136559	141364	146173	150986	155787	160589	165393	170201
	C	134384	139290	144191	149096	154006	158903	163801	168701	173605
	Z	134720	139638	144551	149469	154391	159300	164211	169123	174039
	D	137414	142431	147442	152458	157479	162486	167495	172505	177520

Implementation Notes for CS-01, CS-02, CS-03 and CS-04:

Rates of pay will be adjusted within 180 days of signature of the collective agreement. Changes to rates of pay with an effective date prior to the salary adjustment date will be paid according to Appendix "J", as a lump sum payment. In particular:

- Year 1 (2022) increases (that is, "A", "W" and "X1"): paid as a retroactive lump sum payment equal to a 3.50% economic increase plus a 1.25% wage adjustment and a 1.50% pay line adjustment, for a compounded total increase of 6.366% of June 1, 2021, rates.
- Year 2 (2023) increases (that is, "B" and "Y"): paid as a retroactive lump sum payment equal to the year 1 increases plus a 3.00% economic increase and a 0.50% pay line adjustment, for a compounded total increase of 10.105% of June 1, 2021, rates.
- Year 3 (2024) increases (that is, "C" and "Z"): paid as a retroactive lump sum payment equal to year 1 and year 2 increases plus a 2.00% economic increase and a 0.25% wage adjustment, for a compounded total increase of 12.588% of June 1, 2021, rates.

Implementation Notes for CS-05:

Rates of pay will be adjusted within 180 days of signature of the collective agreement. Changes to rates of pay with an effective date prior to the salary adjustment date will be paid according to Appendix "J", as a lump sum payment. In particular:

- a. Year 1 (2022) increases (that is, "A", "W" and "X2"): paid as a retroactive lump sum payment equal to a 3.50% economic increase plus a 1.25% wage adjustment and a 2.5% pay line adjustment, for a compounded total increase of 7.413% of June 1, 2021, rates.
- b. Year 2 (2023) increases (that is, "B" and "Y"): paid as a retroactive lump sum payment equal to the year 1 increases plus a 3.00% economic increase and a 0.50% pay line adjustment, for a compounded total increase of 11.189% of June 1, 2021, rates.
- c. Year 3 (2024) increases (that is, "C" and "Z"): paid as a retroactive lump sum payment equal to year 1 and year 2 increases plus a 2.00% economic increase and a 0.25% wage adjustment, for a compounded total increase of 13.697% of June 1, 2021, rates.

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 or her last pay increment.

**** PAY ADJUSTMENT**

- **** (4) An employee shall, on the relevant effective dates of adjustments to rates of pay, be paid the (A), (W), (X), (B), (Y), (C), (Z) or (D) scale of rates at the rate shown immediately below the employee's former rate.
- *** (5) 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.

****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** (personne salariée touchée) – is an indeterminate employee who has been informed in writing that their services may no longer be required because of an employment transition situation.

Agency (Agence) – means the Canadian Food Inspection Agency as defined in Schedule V of the *Financial Administration Act (FAA)*, 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) or a surplus employee having chosen Option 6.4.1(a) 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 (TSM) or with an Education Allowance.

**** Education allowance** (indemnité d'études) – is one (1) of the Options provided to an indeterminate employee affected by an employment transition situation for whom the President cannot guarantee a reasonable job offer. The Education Allowance is a lump sum payment, equivalent to the TSM (see Annex A), plus a reimbursement of tuition from a recognized learning institution, and of book and relevant equipment costs, up to a maximum of seventeen thousand dollars (\$17,000.00).

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 or she knows or can predict employment availability within the Agency. Surplus employees in receipt of this guarantee will not have access to the Options available in Part VI of this Appendix.

Laid-off person (personne mise en disponibilité) – is a person who has been laid-off pursuant to section 13 of the *Canadian Food Inspection Agency Act* and who still retains

a 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 (1) 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 or she is qualified. An appointment of an employee with this priority is excluded from the Agency Staffing Recourse Policy. This priority is accorded for one (1) year following the lay-off date.

**** Opting employee** (personne salariée optante) – 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 one hundred and twenty (120) days to consider the Options of Part 6.4 of this Appendix.

Pay (rémunération) – has the same meaning as “rate of pay” in the employee’s collective agreement.

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

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

Reasonable job offer (offre d’emploi raisonnable) – is an offer of indeterminate employment within the Agency, normally at an equivalent level but could include lower levels. Surplus employees must be both trainable and mobile. Where practicable, a reasonable job offer shall be within the employee’s headquarters as defined in the National Joint Council (NJC) 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 re-attain an appointment level equivalent to that from which they were declared surplus. An appointment of an employee with this priority is excluded from the Agency Staffing 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 a 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** (personne salariée excédentaire) – is an indeterminate employee who has been provided a formal written notice declaring them surplus by the President.
- ** **Surplus priority** (priorité de personne salariée 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 de personne salariée excédentaire) – An indeterminate employee is in surplus status from the date they are declared surplus until the date of lay-off, until they are indeterminately appointed to another position, until their surplus status is rescinded, or until the employee resigns.

Transition support measure (mesure de soutien à la transition) – is one (1) of three (3) Options provided to an opting employee for whom the President cannot guarantee a reasonable job offer. The TSM is a lump sum payment based on the opting employee's years of service, as per Annex A. Years of service is the combined years of service in the public service including 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 (1) of three (3) Options provided to an opting employee for whom the President cannot guarantee a reasonable job offer.

- ** **Work unit (unité de travail)** – is an identifiable group of employees that offers a particular service or program as defined by operational requirements determined by the Agency.

**** Enquiries**

Enquiries about this Appendix should be referred to the Professional Institute of the Public Service of Canada, or to the Human Resources Advisor serving the employee's work site. Human Resources Advisors serving the employee's work site may, in turn, direct questions regarding the application of this Appendix to the Collective Bargaining and Labour Relations Directorate of the Human Resources Branch 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 Resources Advisor serving the employee's 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:

(a) establish joint Union/Management employment transition committees, where appropriate, to advise and consult on employment transition situations within the Agency, and

(b) notify PIPSC of the responsible officers who will administer this Appendix.

Terms of reference of such committee shall include a process for addressing alternation requests.

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 the 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 situation, 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 6.4 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.
- 1.1.8** Where the President cannot provide a guarantee of a reasonable job offer, the President will provide one hundred and twenty (120) days to opting employees to consider the three (3) 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 one hundred and twentieth (120th) day, the employee will be deemed to have selected Option 6.4.1(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 6.4 of this Appendix, upon request of any indeterminate affected employee who can demonstrate that their 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 or her Bargaining Agent of that recommendation. The Agency shall provide to the employee a copy of the written recommendation provided to the President, indicating the reasons for the recommendation together with any enclosures. The Agency shall also advise the employee that he or she may make oral or written submissions about the matter to the President prior to a decision being taken. Where the President does not accept the recommendation, he or she shall provide the surplus period required under this Appendix, beginning on the date the employee is advised of the decision.
- 1.1.12** The President shall decide whether employees are suitable for appointment. Where the President decides that an employee is not suitable, he or she shall advise the employee, and his or her representative of the decision as to whether the employee is entitled to a surplus and lay-off priority. The President shall also inform the Bargaining Agent of this decision.
- 1.1.13** The Agency shall provide an employee with a copy of this Appendix simultaneous with the official notification to an employee to whom this Appendix applies that he or she has become subject to an employment transition situation.
- 1.1.14** The Agency is responsible for counselling and advising their affected employees on their opportunities of finding continuing employment within the Agency.
- 1.1.15** The Agency shall apply this Appendix so as to keep actual involuntary lay-offs to a minimum.
- 1.1.16** Appointment of surplus employees to alternative positions, whether with or without retraining, shall normally be at a level equivalent to that previously held by the employee, but this does not preclude appointment to a lower level. The Agency shall avoid appointment to a lower level except where all other avenues have been exhausted.
- 1.1.17** The Agency shall appoint as many of their own surplus employees or laid-off persons as possible, or identify alternative positions (both actual and anticipated) for which individuals can be retrained.
- 1.1.18** Relocation of surplus employees or laid-off persons shall be undertaken to enable their appointment to an alternate position, providing that:
- (a) there are no available priority persons, who are qualified and interested in the position being filled;
- or

- (b) there are no available local surplus employees or laid-off persons who are interested and who could qualify with retraining.
- 1.1.19** The cost of travelling to interviews for possible appointments within the Agency and of relocation to a new location shall be borne by the Agency. Such costs shall be consistent with the NJC Travel and Relocation Directives, as amended from time to time.
- 1.1.20** For the purposes of the NJC Relocation Directive, surplus employees and laid-off persons who relocate under this Appendix shall be deemed to be employees on Employer-requested relocations. The general rule on minimum distances for relocation applies.
- 1.1.21** For the purposes of the NJC Travel Directive, laid-off persons travelling to interviews for possible appointment within the Agency are deemed to be “other persons travelling 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, and their use of contracted out services, employees appointed for a specified period (terms) and all other non-indeterminate employees. Where practicable, the Agency shall not engage or 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 (1) month before the proposed lay-off date, if appointment efforts have been unsuccessful. Such notice shall be sent to the President of PIPSC.
- 1.1.27** When a surplus employee refuses a reasonable job offer, they shall be subject to lay-off one (1) month following the refusal, but not before six (6) months after the surplus declaration date.
- 1.1.28** The Agency will presume that each employee wishes to be appointed to an alternative position unless the employee indicates the contrary in writing.

- ** 1.1.29** The Agency shall inform and counsel affected and surplus employees as early and as completely as possible and shall, in addition, assign a counsellor to each opting and surplus employee and laid-off person to work with them throughout the process. Such counselling is to include explanations and assistance concerning such issues as the following:
- (a) the employment transition situation and its effect on that individual;
 - (b) the employment transition Appendix;
 - **** (c) the Agency's Priority Administration System and how it works from the individual's perspective (referrals, interviews or boards, feedback to the individual, follow-up by the Agency, how the individual can obtain job information and prepare for an interview, etc.);
 - (d) preparation of a curriculum vitae or resumé;
 - **** (e) the individual's rights and obligations;
 - **** (f) the individual'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 individual (the alternation process, appointment, relocation, retraining, lower-level employment, term employment, retirement including possibility of waiver of penalty if entitled to an annual allowance, TSM, 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 "TSM", and "Education Allowance";
 - (i) repeat counselling as long as the individual is entitled to a staffing priority and has not been appointed;
 - **** (j) the Human Resources Centres and their services (including a recommendation that the individual register with the nearest office as soon as possible);
 - (k) preparation for interviews with prospective Employers;
 - **** (l) advising the individual that refusal of a reasonable job offer will jeopardize both chances for retraining and overall employment continuity;

- ** (m) the options for individuals not in receipt of a guarantee of a reasonable job offer, the one hundred and twenty (120) day consideration period that includes access to the alternation process;
 - ** (n) advise individuals to seek out proposed alternations and submit requests for approval as soon as possible after being informed they will not be receiving a guarantee of a reasonable job offer;
 - ** (o) advising individuals of the right to be represented by the Institute in the application of this Appendix; and
 - ** (p) the Employee and Family Assistance Program.
- 1.1.30** The Agency shall ensure that, when it is required to facilitate appointment, a retraining plan is prepared and agreed to in writing by the employee and the appropriate manager.
- ** **1.1.31** Any surplus employee who resigns under this Appendix shall be deemed, for the purposes of severance pay and retroactive remuneration, to be involuntarily laid-off on the day the President accepts the employee's resignation in writing.
- 1.1.32** Severance pay and other benefits flowing from other clauses in collective agreements are separate from, and in addition to, those in this Appendix.
- 1.1.33** The Agency shall establish and modify staffing policies and procedures to ensure the most effective and efficient means of maximizing the appointment of surplus employees and laid-off persons.
- 1.1.34** The President shall temporarily restrict or suspend any authority delegated to managers to make appointments in specified occupational groups when the President determines such action is necessary.
- 1.1.35** The Agency shall actively market surplus employees and laid-off persons to all appropriate managers unless the individuals have advised the President in writing that they are not available for appointment.
- ** **1.1.36** The Agency shall determine, to the extent possible, the occupations for which there are skill shortages for which surplus employees or laid-off persons could be retrained.
- 1.1.37** The Agency shall provide information directly to the Bargaining Agent on the numbers and status of their members who are in the Agency Priority Administration System, through reports to the Professional Institute of the Public Service of Canada.

- 1.1.38** The Agency shall, wherever possible, ensure that reinstatement priority is given to all employees who are subject to salary protection as a result of action taken pursuant to 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 (1) year from the date of such an appointment.
- 1.1.40** The Agency is responsible for making the appropriate referrals and may recommend retraining where it would facilitate appointment.
- 1.1.41** The Agency shall inform, in a routine and timely manner, a surplus employee or laid-off person, and a representative of his or her Bargaining Agent, when he or she has been referred for consideration but will not be offered the position. The Agency shall include full details of why he or she will not be appointed to or retrained for that position.
- 1.2 Employees**
- 1.2.1** Employees have the right to be represented by their Bargaining Agent in the application of this Appendix.
- 1.2.2** Employees who are directly affected by employment transition situations and who receive a guarantee of a reasonable job offer, or who opt, or are deemed to have opted, for Option 6.4.1(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);
- (d) ensuring that they can be easily contacted by the Agency;
- (e) ensuring they attend appointments related to referrals;
- (f) seriously considering employment opportunities within the Agency presented to them including but not limited to retraining and relocation possibilities, specified period appointments and lower-level appointments.

1.2.3 Opting employees are responsible for:

- (a) considering the Options outlined in Part VI of this Appendix;
- (b) communicating their choice of Options, in writing, to their manager no later than one hundred and twenty (120) days after being declared opting; and
- (c) submitting an alternation request to management before the close of the one hundred and twenty (120) day period, if arranging an alternation with an unaffected employee.

**** Part II**

**** Official Notification**

- ** 2.1** In any employment transition situation which is likely to involve ten (10) 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 four (4) working days 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 6.4 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, the President may consider 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 their own marketing and the identification of employment options including but not limited to retraining possibilities.

4.1.3 Subject to the provisions of 4.1.2, the President shall approve up to two (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. The Agency is responsible for informing the employee in a timely fashion if a retraining proposal submitted by the employee is not approved. Upon request of the employee, feedback regarding the decision will be provided in writing.

**** 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". The Agency will provide the employee with feedback in writing on the progress of the retraining plan on a regular basis.

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 their 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, they 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 they were 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 Directive on Terms and Conditions of Employment.

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

**** Part VI**

**** Options for employees**

6.1 General

6.1.1 The President will be expected to provide a guarantee of a reasonable job offer to those affected employees for whom they know or can predict employment availability. Employees in receipt of this guarantee would not have access to the choice of Options below.

6.1.2 Employees who are not in receipt of a guarantee of a reasonable job offer from the President have one hundred and twenty (120) days from the date they receive written notice that they are an opting employee to consider and decide among the three (3) Options below, and

The employee may also participate in the alternation process in accordance with section 6.3 of this Appendix within the one hundred and twenty (120) day window before a decision is required of them in 6.1.3.

6.1.3 The opting employee must choose, in writing, one (1) of the three (3) Options of section 6.4 of this Appendix within the one hundred and twenty (120) day opting period. The employee cannot change Options once having made a written choice. The Agency shall send a copy of the employee's choice to the President of PIPSC.

6.1.4 If the employee fails to select an Option within the one hundred and twenty (120) day window as specified in paragraph 6.1.2, the employee will be deemed to have selected Option 6.4.1(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 one hundred and twenty (120) day opting period and prior to the written acceptance of either the Twelve-month surplus priority period, the 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.

6.1.6 A copy of any letter issued by the Employer under this part or notice of lay-off pursuant to the *Canadian Food Inspection Agency Act* shall be sent forthwith to the President of PIPSC.

**** 6.2 Voluntary Departure Program**

The Voluntary Departure Program supports employees in leaving the public service when placed in affected status prior to entering an Assessment and Selection of Employees for Retention process, and does not apply if the President can provide a guarantee of a reasonable job offer (GRJO) to affected employees in the work unit.

6.2.1 The Agency shall establish internal voluntary departure programs for all employment transition situations in which the workforce will be reduced and that involve five (5) or more affected employees working at the same group and level within the same work unit and where the President cannot provide a guarantee of a reasonable job offer.

6.2.2 When such voluntary programs are established, employees who volunteer and who are selected for employment transition will be made opting employees.

6.2.3 When the number of volunteers is larger than the required number of positions to be eliminated, volunteers will be selected based on seniority (total years of service in the public service, whether continuous or discontinuous).

**** 6.3 Alternation**

6.3.1 The Agency will participate in an alternation process.

**** 6.3.2** An alternation occurs when an opting employee or a surplus employee having chosen Option 6.4.1(a) 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 6.4.1(b) or (c) in Part VI of this Appendix.

6.3.3 (a) Only opting and surplus employees who are surplus as a result of having chosen Option 6.4.1(a) may alternate into an indeterminate position that remains in the Agency.

(b) If an alternation is proposed for a surplus employee, as opposed to an opting employee, the TSM that is available to the alternate under 6.4.1(b) or 6.4.1(c)(i) shall be reduced by one (1) week for each completed week between the beginning of the employee's surplus priority period and the date the alternation is proposed.

**** 6.3.4** An indeterminate employee wishing to leave the Agency may express an interest in alternating with an opting employee or a surplus employee who is surplus as a result of having chosen Option 6.4.1(a). 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.

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

**** 6.3.6** The opting employee or surplus employee having chosen Option 6.4.1(a) moving into the unaffected position must be, to the degree determined by the Employer, able to 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.

6.3.7 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.

6.3.8 An alternation must occur on a given date. The two (2) employees involved directly exchange positions on that given date. There is no provision in alternation for a “domino” effect or for “future considerations”.

For clarity, the alternation of positions shall take place on a given date after approval but may take place after the opting one hundred and twenty (120) day period, such as when the processing of the approved alternation is delayed due to administrative requirements.

**** 6.3.9** If an alternation is denied, a meeting to discuss the rationale for the decision will be held at the employee’s request. The bargaining agent representative may attend the meeting.

**** 6.4 Options**

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

*** (a) (i)** 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 (12) months, the employee will be laid-off. Employees who choose or are deemed to have chosen this Option are surplus employees.

**** (ii)** At the request of the employee, this Twelve-month surplus priority period shall be extended by the unused portion of the one hundred and twenty (120) day opting period referred to in 6.1.2 which remains once the employee has selected in writing Option 6.4.1(a).

*

(iii) When a surplus employee who has chosen, or is deemed to have chosen, Option 6.4.1(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 the employee would have received had the employee chosen Option 6.4.1(b) – TSM.

*

(iv) The Agency will make every reasonable effort to market a surplus employee within the employee's surplus period and within the employee's preferred area of mobility.

or

(b) TSM is a lump sum payment based on the employee's years of service (see Annex A) made to an opting employee. Years of service is the combined years of service in the public service including years of service with the Agency. The TSM shall be paid in one (1) or two (2) lump-sum amounts, at the employee's request over a maximum two (2) year period.

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 TSM (see Option 6.4.1(b) above) plus an amount of not more than seventeen thousand dollars (\$17,000.00) for reimbursement of receipted expenses of an opting employee for tuition from a learning institution and costs of books and relevant equipment. Employees choosing Option 6.4.1(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. The TSM shall be paid in one (1) or two (2) lump-sum amounts, at the employee's request over a maximum two (2) year period;

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 (1) or two (2) lump-sum amounts over a maximum two (2) 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 (2) year leave without pay period, unless the employee has found alternate employment in the Agency, the employee will be laid-off.

6.4.2 Management will establish the departure date of opting employees who choose Option 6.4.1(b) or Option 6.4.1(c) above.

**** 6.4.3** The TSM, pay in lieu of unfulfilled surplus period and the Education Allowance cannot be combined with any other payment under the Employment Transition Appendix.

6.4.4 In the cases of pay in lieu of unfulfilled surplus period, Option 6.4.1(b) and Option 6.4.1(c)(i), the employee relinquishes any priority rights for appointment upon acceptance of their resignation.

6.4.5 Employees choosing Option 6.4.1(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.

**** 6.4.6** Opting employees who choose Option 6.4.1(b) or Option 6.4.1(c) above will be entitled to up to one thousand two hundred dollars (\$1200.00) for receipted expenses incurred in obtaining financial planning advice.

**** 6.4.7** A person 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, IV or V of the FAA shall reimburse the Receiver General for Canada by an amount corresponding to the period from the effective date of such re-appointment or hiring, to the end of the original period for which the TSM or Education Allowance was paid.

6.4.8 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.

6.4.9 If a surplus employee who has chosen, or is deemed to have chosen, Option 6.4.1(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.

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

6.5 Retention payment

- 6.5.1** There are two (2) situations in which an employee may be eligible to receive a retention payment. These are total facility closures and relocation of work units.
- 6.5.2** All employees accepting retention payments must agree to leave the Agency without priority rights.
- 6.5.3** 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, IV or V of the FAA, or is hired by the new Employer within the six (6) months immediately following the individual's 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.
- 6.5.4** The provisions of 6.5.5 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.
- 6.5.5** Subject to 6.5.4, 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.
- 6.5.6** The provisions of 6.5.7 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.

6.5.7 Subject to 6.5.6, 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: Transition Support Measure

<u>Years of Service in the Public Service</u>	<u>Transition Support Measure (TSM)</u> (payment in weeks' pay)
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

ANNEX A (continued)

<u>Years of Service in the public service</u>	<u>Transition Support Measure (TSM)</u> (payment in weeks' pay)
20.....	52
21.....	52
22.....	52
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.

APPENDIX “C”

VACATION CONVERSION TABLE

Annual Days	Annual Hours	Days per Month	Monthly Hours
15	112.5	1 $\frac{1}{4}$	9.375
20	150	1 $\frac{2}{3}$	12.5
22	165	1 $\frac{5}{6}$	13.75
23	172.5	1 $\frac{11}{12}$	14.375
25	187.5	2 $\frac{1}{12}$	15.625
27	202.5	2 $\frac{1}{4}$	16.875
30	225	2 $\frac{1}{2}$	18.75

****APPENDIX “D”**

MEMORANDUM OF UNDERSTANDING

RED-CIRCLING

**** (A) GENERAL**

1. This Memorandum of Understanding sets out conditions of employment respecting pay upon reclassification for all employees whose Bargaining Agent is the Professional Institute of the Public Service of Canada.
2. This Memorandum of Understanding shall remain in effect until amended or cancelled by mutual consent of the parties.
- ** 3.** This Memorandum of Understanding supersedes the Directive on Terms and Conditions of Employment where the Directive is inconsistent with the Memorandum of Understanding.
4. Where the provisions of any collective agreement differ from those set out in the Memorandum of Understanding, the conditions set out in the Memorandum of Understanding shall prevail.
5. This Memorandum of Understanding will form part of all collective agreements to which the Professional Institute of the Public Service of Canada and Treasury Board are parties, will effect from December 12, 1981.

**** PART I**

Part I of this Memorandum of Understanding shall apply to the incumbents of positions which will be reclassified to a group and/or level having a lower attainable maximum rate of pay after the date this Memorandum of Understanding becomes effective. NOTE: The term “attainable maximum rate of pay” means the rate attainable for fully satisfactory performance in the case of levels covered by a performance pay plan or the maximum salary rate in the case of all other groups and levels.

1. Prior to a position being reclassified to a group and/or level having a lower attainable maximum rate of pay, the incumbent shall be notified in writing.

**

2. Downward reclassification notwithstanding, an encumbered position shall be deemed to have retained for all purposes the former group and level. In respect to the pay of the incumbent, this may be cited as Salary Protection Status and subject to section 3(b) below shall apply until the position is vacated or the attainable maximum of the reclassified level, as revised from time to time, becomes greater than that applicable, as revised from time to time, to the former classification level. Determination of the attainable maxima rates of pay shall be in accordance with the Directive on Terms and Conditions of Employment.
3.
 - (a) The Employer will make a reasonable effort to transfer the incumbent to a position having a level equivalent to that of the former group and/or level of the position.
 - (b) In the event that an incumbent declines an offer of transfer to a position as in (a) above in the same geographic area, without good and sufficient reason, that incumbent shall be immediately paid at the rate of pay for the reclassified position.
4. Employees subject to section 3, will be considered to have transferred (as defined in the *Public Service Terms and Conditions of Employment Regulations*) for the purpose of determining increment dates and rates of pay.

PART II

Part II of this Memorandum of Understanding shall apply to incumbents of positions who are in holding rates of pay on the date this Memorandum of Understanding becomes effective.

1. An employee whose position has been downgraded prior to the implementation of this memorandum and is being paid at a holding rate of pay on the effective date of an economic increase and continues to be paid at the rate on the date immediately prior to the effective date of a further economic increase, shall receive a lump sum payment equal to one hundred percent (100%) of the economic increase for the employee's former group and level (or where a performance pay plan applied to the incumbent, the adjustment to the attainable maximum rate of pay) calculated on his annual rate of pay.
2. An employee who is paid at a holding rate on the effective date of an economic increase, but who is removed from that holding rate prior to the effective date of a further economic increase by an amount less than he would have received by the application of paragraph 1 of Part II, shall receive a lump sum payment equal to the difference between the amount equal to the difference between the amount calculated by the application of paragraph 1 of Part II and any increase in pay resulting from his removal from the holding rate.

APPENDIX “E”

ARCHIVED PROVISIONS FOR THE ELIMINATION OF SEVERANCE PAY FOR VOLUNTARY SEPARATIONS (RESIGNATION AND RETIREMENT)

This Appendix is to reflect the language agreed to by the Employer and the Professional Institute of the Public Service of Canada for the elimination of severance pay for voluntary separations (resignation and retirement) on December 29, 2013. These historical provisions are being reproduced to reflect agreed language in case of deferred payment.

ARTICLE B26 SEVERANCE PAY

Effective December 29, 2013, paragraphs B26.01(b) and (c) are no longer in effect in this Collective Agreement.

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

(a) Lay-Off

- (i) On the first (1st) lay-off for the first (1st) complete year of continuous employment, two (2) weeks' pay, or three (3) weeks' pay for employees with ten (10) or more but less than twenty (20) years of continuous employment, or four (4) weeks' pay for employees with twenty (20) or more years of continuous employment, plus 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 and sixty-five (365).
- (ii) On second (2nd) or subsequent lay-off, 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), 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 ($\frac{1}{2}$) 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 decimal five (13.5) 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 or she 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 or her 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 or she 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 12(2)(d) 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 12(2)(d) 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.

B26.02 The period of continuous employment used in the calculation of 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 and B26.05 be pyramided.

For greater certainty, payments made pursuant to B26.05 to B26.08 or similar provisions in other collective agreements shall be considered as a termination benefit for the administration of this clause.

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

An employee who resigns to accept an appointment with an organization listed in Schedule I, IV or V of the *Financial Administration Act* shall be paid all severance payments resulting from the application of B26.01(b) (prior to December 29, 2013) or B26.05 to B26.08 (December 29, 2013).

B26.05 Severance Termination

- (a) Subject to B26.02 above, indeterminate employees on December 29, 2013 shall be entitled to a severance payment equal to 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.
- (b) Subject to B26.02 above, term employees on December 29, 2013 shall be entitled to a severance payment equal to one (1) week's pay for each complete year of continuous employment, to a maximum of thirty (30) weeks.

Terms of Payment

B26.06 Options

The amount to which an employee is entitled shall be paid, at the employee's discretion, either:

- (a) as a single payment at the rate of pay of the employee's substantive position as of December 29, 2013 or
- (b) as a single payment at the time of the employee's termination of employment from the Canadian Food Inspection Agency, based on the rate of pay of the employee's substantive position at the date of termination of employment from the Canadian Food Inspection Agency, or
- (c) as a combination of (a) and (b), pursuant to B26.07(c).

B26.07 Selection of Option

- (a) The Employer will advise the employee of his or her years of continuous employment no later than three (3) months following the date of signing of the collective agreement.
- (b) The employee shall advise the Employer of the term of payment option selected within six (6) months from the date of signing of the collective agreement.
- (c) The employee who opts for the option described in B26.06(c) must specify the number of complete weeks to be paid out pursuant to B26.06(a) and the remainder to be paid out pursuant to B26.06(b).

- (d) An employee who does not make a selection under B26.07(b) will be deemed to have chosen option B26.06(b).

B26.08 Appointment from a Different Bargaining Unit

This clause applies in a situation where an employee is appointed into a position in the IN bargaining unit from a position outside the IN bargaining unit where, at the date of appointment, provisions for severance pay entitlement for reasons of resignation or retirement are still in force, unless the appointment is only on an acting basis.

- (a) Subject to B26.02 above, on the date an indeterminate employee becomes subject to this Agreement after December 29, 2013, he or she shall be entitled to a severance payment equal to 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, based on the employee's rate of pay of his substantive position on the day preceding the appointment.
- (b) Subject to B26.02 above, on the date a term employee becomes subject to this Agreement after December 29, 2013, he or she shall be entitled to a severance payment equal to one (1) week's pay for each complete year of continuous employment, to a maximum of thirty (30) weeks, based on the employee's rate of pay of his substantive position on the day preceding the appointment.
- (c) An employee entitled to a severance payment under sub-paragraph (a) or (b) shall have the same choice of options outlined in B26.06, however the selection of which option must be made within three (3) months of being appointed to the bargaining unit.

****APPENDIX “F”**

MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE CANADIAN FOOD INSPECTION AGENCY AND PROFESSIONAL INSTITUTE OF THE PUBLIC SERVICE OF CANADA WITH RESPECT TO MATERNITY AND PARENTAL LEAVE

This memorandum of understanding (MOU) is to give effect to the agreement reached between the Canadian Food Inspection Agency (the Employer) and the Professional Institute of the Public Service of Canada (the Institute) regarding the review of language under the maternity leave without pay and parental leave without pay articles in the Informatics (IN) collective agreement.

The parties commit to reviewing the opportunities identified by TBS and PIPSC stemming from their agreement to identify opportunities to simplify the language. The parties also commit to consider the outcome of the exercise of comparing the interactions between the collective agreement and the Employment Insurance Program and Québec Parental Insurance Plan.

The parties agree that the opportunities identified throughout this exercise will not result in changes in application, scope or value of article B11 or article B12 of the collective agreement.

This MOU expires on the expiry date of this collective agreement.

****APPENDIX “G”**

MEMORANDUM OF UNDERSTANDING BETWEEN THE CANADIAN FOOD INSPECTION AGENCY AND THE PROFESSIONAL INSTITUTE OF THE PUBLIC SERVICE OF CANADA WITH RESPECT TO LEAVE FOR UNION BUSINESS - COST RECOVERY

This Memorandum of Understanding (MOU) is to give effect to an agreement reached between the Canadian Food Inspection Agency (the Employer) and the Professional Institute of the Public Service of Canada (the Institute) to implement a system of cost recovery for leave for union business.

The parties agree to this MOU as a direct result of current Phoenix pay system implementation concerns related to the administration of leave without pay for union business.

Leave granted to an employee under clauses C5.01(b), C5.05, C5.06, C5.08 and C5.09 of the collective agreement will be with pay for a total cumulative maximum period of three (3) months per fiscal year.

Its agreed that leave with pay granted under the above-noted clauses for union business will be paid for by the Employer, pursuant to this MOU, effective upon its signature.

The Institute shall then reimburse the Employer for the total salary paid, including allowances if applicable, for each person-day, in addition to which shall also be paid to the Employer by the Institute an amount equal to six percent (6%) of the total salary paid for each person-day, which sum represents the Employer's contribution for the benefits the employee acquired at work during the period of approved leave with pay pursuant to this MOU.

Leave with pay in excess of the total cumulative maximum period of three (3) months per fiscal year may be granted under the above noted clauses in reasonably limited circumstances. Where leave with pay is extended under such circumstances, the Institute shall reimburse the Employer for the total salary paid, including applicable allowances, for each person-day, plus an amount equal to thirteen decimal three percent (13.3%) of the total salary paid for the period exceeding three (3) months.

Under no circumstances will leave with pay under the above noted clause be granted for any single consecutive period exceeding three (3) months, or for cumulative periods exceeding six (6) months in a twelve (12) month period.

This MOU does not alter the approval threshold for union leave. Should an employee be denied extended leave with pay exceeding three (3) cumulative months or a single consecutive three (3) month period within a fiscal year and the employee's union leave is otherwise approved pursuant to the relevant clauses at article C5, they shall take the leave as leave without pay.

On a bi-monthly basis, and within 120 days of the end of the relevant period of leave, the Agency will invoice the Institute for the amount owed to them by virtue of this understanding. The amount of the gross salaries and the number of days of leave taken for each employee will be included in the statement.

The Institute agrees to reimburse the Agency for the invoice within sixty (60) days of the date of the invoice.

This Memorandum of Understanding expires on the expiry of the collective agreement or upon implementation of the Next Generation HR and Pay system, whichever comes first, unless otherwise agreed by the parties.

****APPENDIX “H”**

**MEMORANDUM OF UNDERSTANDING BETWEEN THE CANADIAN FOOD INSPECTION
AGENCY AND THE PROFESSIONAL INSTITUTE OF THE PUBLIC SERVICE OF CANADA
WITH RESPECT TO GENDER INCLUSIVE LANGUAGE**

This memorandum is to give effect to the agreement reached between the Canadian Food Inspection Agency and the Professional Institute of the Public Service of Canada regarding the review of language in the VM, IN, and S&A collective agreements.

Both parties are committed to and support gender neutrality and inclusivity. To that end, the parties commit to, during the life of the above noted collective agreements, establishing a Joint Committee to review the collective agreements to identify opportunities to render the language more gender inclusive. The parties agree that any changes in language will not result in changes in application, scope or value.

Both parties acknowledge that gender inclusivity is more difficult to achieve in the French language compared to the English language, but are committed nonetheless to further supporting and increasing gender neutrality and inclusivity in the collective agreement.

The Joint Committee agrees to begin its work in 2020 and will endeavour to finalize the review by December 2025. These timelines may be extended by mutual agreement. The parties further agree that the Joint Committee will use the work completed by the Treasury Board of Canada and the Professional Institute of the Public Service of Canada on gender inclusive language, as a starting point for its review.

This Memorandum of Understanding expires on the expiry date of this collective agreement.

****APPENDIX “I”**

**MEMORANDUM OF UNDERSTANDING BETWEEN THE CANADIAN FOOD INSPECTION
AGENCY AND THE PROFESSIONAL INSTITUTE OF THE PUBLIC SERVICE OF CANADA
WITH RESPECT TO IMPLEMENTATION OF THE COLLECTIVE AGREEMENT**

1. The effective dates for economic increases will be specified in the collective agreement. Other provisions of the collective agreement will be effective as follows:
 - (a) All components of the agreement unrelated to pay administration will come into force on signature of this agreement unless otherwise expressly stipulated.
 - (b) Changes to existing and new compensation elements such as premiums, allowances, insurance premiums and coverage and changes to overtime rates will become effective within one hundred and eighty (180) days after signature of agreement, on the date at which prospective elements of compensation increases will be implemented under 2(a).
 - (c) Payment of premiums, allowances, insurance premiums and coverage and overtime rates in the collective agreement will continue to be paid as per the previous provisions until changes come into force as stipulated in 1(b).
2. The collective agreement will be implemented over the following time frames:
 - (a) The prospective elements of compensation increases (such as prospective salary rate changes and other compensation elements such as premiums, allowances, changes to overtime rates) will be implemented within one hundred and eighty (180) days after signature of this agreement where there is no need for manual intervention.
 - (b) Retroactive amounts payable to employees will be implemented within one hundred and eighty (180) days after signature of this agreement where there is no need for manual intervention.
 - (c) Prospective compensation increases and retroactive amounts that require manual processing will be implemented within four hundred and sixty (460) days after signature of this agreement.

3. Employee recourse

- (a) Employees in the bargaining unit for whom this collective agreement is not fully implemented within one hundred and eighty (180) days after signature of this collective agreement will be entitled to a lump sum of two hundred dollars (\$200) non-pensionable amount when the outstanding amount owed after one hundred and eighty-one (181) days is greater than five hundred dollars (\$500). This amount will be included in their final retroactive payment.
- (b) Employees will be provided a detailed breakdown of the retroactive payments received and may request that the compensation services of their department or the Public Service Pay Centre verify the calculation of their retroactive payments, where they believe these amounts are incorrect. The Employer will consult with the Institute regarding the format of the detailed breakdown.
- (c) In such a circumstance, for employees in organizations serviced by the Public Service Pay Centre, they must first complete a Phoenix feedback form indicating what period they believe is missing from their pay. For employees in organizations not serviced by the Public Service Pay Centre, employees shall contact the compensation services of their department.

****APPENDIX “J”**

**MEMORANDUM OF UNDERSTANDING BETWEEN THE CANADIAN FOOD
INSPECTION AGENCY AND THE PROFESSIONAL INSTITUTE OF THE PUBLIC
SERVICE OF CANADA WITH RESPECT TO IMPLEMENTATION OF ARTICLE 2:
OVERTIME**

The Parties acknowledge that the agreed upon revisions to Article 2 Overtime, clause B2.03 (Reporting Pay) will necessitate significant additional work by the Public Service Pay Centre, and as such that implementation of the agreed upon revisions to that article may not be completed within the standard 180 day implementation period after the signing of the Collective Agreement as outlined in Appendix J, the Memorandum of Understanding between the CFIA and PIPSC with respect to the Implementation of the Collective Agreement.

As a result the Parties agree that the Employer will be entitled to up to three hundred and sixty (360) days from the date of signing to implement those specific revisions, and that any potential lump sum for late payment pursuant to subsection 3(a) of Appendix J will only become payable after the three hundred and sixty (360) day period has passed.

****APPENDIX “K”**

MEMORANDUM OF UNDERSTANDING BETWEEN THE CANADIAN FOOD INSPECTION AGENCY AND THE PROFESSIONAL INSTITUTE OF THE PUBLIC SERVICE OF CANADA WITH RESPECT TO PAY SIMPLIFICATION SOLUTIONS

The purpose of this memorandum of understanding (MOU) is to confirm the parties' commitment to ongoing collaboration with regards to the identification of human resources (HR) and pay administration simplification solutions, which may extend beyond the conclusion of negotiations for the current collective agreement.

With consideration to the parties' shared commitment to ongoing human resources (HR) and pay administration simplification efforts, the parties may re-open this collective agreement by mutual consent should a revision be necessary to support one (1) or more solutions.

Efforts to identify human resources (HR) and pay administration simplification solutions will continue to focus on topics including but not limited to:

- acting administration
- liquidation of leave
- retroactive payments
- allowances
- general definitions
- annual rates of pay
- extra duty pay
- union dues

This MOU expires on the expiry date of this collective agreement, or upon implementation of the next-generation HR and pay system, whichever comes first, unless otherwise agreed by the parties.

****APPENDIX “L”**

LETTER OF AGREEMENT BETWEEN THE CANADIAN FOOD INSPECTION AGENCY AND THE PROFESSIONAL INSTITUTE OF THE PUBLIC SERVICE OF CANADA WITH RESPECT TO CONSULTATION ON INFORMAL CONFLICT MANAGEMENT

This letter of agreement is to give effect to the agreement reached between the Canadian Food Inspection Agency (the Employer) and the Professional Institute of the Public Service of Canada (the Institute).

The parties recognize the importance of an inclusive informal conflict resolution experience where employees feel supported, heard and respected.

1. The parties acknowledge that the Treasury Board of Canada and the Professional Institute of the Public Service of Canada (Institute) have entered into a letter of agreement with respect to a joint review on employment equity, diversity and inclusion (EEDI) training and informal conflict management systems, including those related to Indigenous peoples (First Nations, Inuit, and Métis), whereby they commit to establish a Joint Committee to review existing training courses related to EEDI which are currently available to employees in the Core Public Administration.
2. The Canadian Food Inspection Agency (CFIA) will review recommendations of the above-noted Joint Committee. The recommendations will be shared with the CFIA's Informal Conflict Management Services (ICMS) Advisory Committee and the CFIA's Equity and Diversity Steering Committee for any potential application within its organization. The CFIA will encourage the integration of best practices.

This letter of agreement expires on the expiry date of this collective agreement.