

S&A Ratification Kit 2013

Changes are in bold or summarized. (Other articles are renewed without change).

Article A7 Interpretations and Definitions

7.01 (c) NEW Definition

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

Article B4 Overtime

B4.04 Deleted and replaced by B35

B4.05 All references to compensatory leave deleted and replaced by B35

Article B5 Call-Back

B5.03(a) and (b) Deleted and replaced by B35

B5.04 All references to compensatory leave deleted and replaced by B35

Article B8 Travelling Time

B8.04 Deleted and replaced by B35

B.8.05 All references to compensatory leave deleted and replaced by B35

B8.09(c) Replaced by B35

Article B11 Vacation Leave

The following change is linked to the new severance language:

B11.03 For the purpose of this clause only, all service within the ~~P~~public ~~S~~service and the Canadian Food Inspection Agency, whether continuous or discontinuous, shall count toward vacation leave except where a person who, on leaving the ~~P~~public ~~S~~service or the Canadian Food Inspection Agency, takes or has taken severance pay. However, the above exception shall not apply to an employee who received severance pay on lay-off and is re-appointed to the Canadian Food Inspection Agency within one (1) year following the date of lay-off, *or when an employee receives a severance payment under Article B28.05 to B28.08, or similar provisions in other*

collective agreements, and has not yet left the Canadian Food Inspection Agency or the public service.

New (b) For the purpose of clause B11.03 (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.

B.11.04 Entitlement to Vacation Leave with Pay
Advanced credit limited to **current** vacation year.

B.11.11 Advance Payments
Deleted – Link with B35

B11.13 Vacation Leave Credits for Severance Pay
The following change is linked to the new severance language: **delete** the text: “and the tenth (10th) year of continuous employment in the case of resignation.”

B11.16 Appointment to a Schedule I, IV or V Employer
The unused vacation leave credit need to be *earned* before they can be accepted by the appointing organization

Article B12 Sick Leave

B12.06 Advanced leave credit are subject to the deduction of such advanced leave from any sick leave credits subsequently earned *with the Employer*.

Article B13 Bereavement Leave

B13.01 i) increased from 5 to 7 consecutive days; also ii) is merged with i).

NEW Such bereavement period, 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.

Article B20 Leave With Pay For Family-related Responsibilities

B20.01 New:

- (v) **seven decimal five (7.5) hours out of the thirty-seven decimal five (37.5) hours stipulated in B20.01 (c) may be used:**
 - (a) **to attend school functions, if the supervisor is notified of the function as far in advance as possible;**
 - (b) **to provide for the employee's child in the case of an unforeseeable closure of the school or daycare facility;**
 - (c) **to attend an appointment with a legal or paralegal representative for non-employment related matters, or with a financial or other professional representative if the supervisor was notified of the appointment as far in advance as possible;**

CFIA will send to their managers an interpretation letter on the justification that can be required for such leave.

Article B21 Court Leave With Pay

B21.01 C) (i)

Delete the reference to Grand Jury

Article B25 Other Leave With Pay

B25.02 Volunteer Leave

The leave can be taken in broken periods up to 7.5 hours

B25.03 Personal Leave

The leave can be taken in broken periods up to 7.5 hours

Article 27 Career Development

B27.03 g) Attendance at Conferences and Conventions

Editorial change

Article B28 Severance Pay

Effective DATE (one month following the date of signing of the agreement), paragraphs B28.01(b) and (c) are deleted from Collective Agreement.

B28.01 Under the following circumstances and subject to clause B28.02,
an employee shall receive severance benefits calculated on the

basis of the weekly rate of pay:

(a) Lay-Off

- (i) On the first lay-off, ~~two (2) weeks' pay~~ for the first complete year of continuous employment, **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 or more years of continuous employment, plus** ~~and~~ one (1) week's pay for each additional complete year of continuous employment and, in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by *three hundred and sixty-five* (365).
- (ii) On second or subsequent lay-off, one (1) week's pay for each complete year of continuous employment, ~~less any period in respect of which the employee was granted Severance Pay under B28.01 (a)(i) above~~ and, in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by **three hundred and sixty-five** (365), ~~less any period in respect of which the employee was granted severance pay under sub-paragraph (a)(i).~~

(b) Resignation

On resignation, subject to paragraph B28.01 (c) and with ten (10) or more years of continuous employment, one-half (½) week's pay for each complete year of continuous employment up to a maximum of twenty-six (26) years with a maximum benefit of thirteen (13) weeks' pay.

(c) Retirement

- (i) On retirement, when an employee is entitled to an immediate annuity or to an immediate annual allowance under the *Public Service Superannuation Act*, a severance payment in respect of the employee's complete period of continuous employment, comprised of one (1) week's pay for each complete year of continuous employment and, in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of

continuous employment divided by 365, to a maximum benefit of thirty (30) weeks' pay.

(ii) An employee who has been continuously employed for more than one year and whose employment is terminated for reason of age upon attaining the age of sixty-five (65) years or more and who, by reason of insufficient pensionable service, is not entitled to an immediate annuity, shall receive severance pay in the same manner as provided in clause B28.01 (c)(i) above.

(d) Death

If an employee dies, there shall be paid to the employee's estate a severance payment in respect of the employee's complete period of continuous employment, comprised of one (1) week's pay for each complete year of continuous employment and, in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by **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 one (1) week's pay for each complete year of continuous employment with a maximum benefit of twenty-seven (27) weeks.**

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

(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** ~~release for~~ incapacity pursuant to section 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 section 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.

B28.02 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 Forces or the Royal Canadian Mounted Police. Under no circumstances shall the maximum severance pay provided under clause B28.01 and B28.05 be pyramided.

For greater certainty, payments made pursuant to B28.05 to B28.08 or similar provisions in other collective agreements shall be considered as a termination benefit for the administration of this clause.

B28.04 Appointment to another employer organization

~~Notwithstanding paragraph B28.01(b), a~~ An employee who resigns to accept an appointment with an organization listed in Schedule I, IV or V of the *Financial Administration Act* shall ~~may choose not to be paid all~~ severance **payments resulting from the application of B28.01(b) (prior to DATE one month following date of signing) or B28.05 to B28.08 (commencing DATE one month following date of signing).** ~~pay provided that the appointing organization will accept the employee's Schedule V service for its severance pay entitlement.~~

B28.05 *Severance Termination*

- (a) Subject to B28.02 above, indeterminate employees on (one month following the date of signing of the agreement) 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 B28.02 above, term employees on (one month following the date of signing of the agreement) 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

B28.06 *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 (one month following the date of signing of the agreement), 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 B28.07 (c).

B28.07 *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 B28.06 (c) must specify the number of complete weeks to be paid out pursuant to B28.06 (a) and the remainder to be paid out pursuant to B28.06 (b).
- (d) An employee who does not make a selection under B28.07 (b) will be deemed to have chosen option B28.06 (b).

B28.08 *Appointment from a Different Bargaining Unit*

This clause applies in a situation where an employee is appointed into a position in the S&A bargaining unit from a position outside the S&A 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 B28.02 above, on the date an indeterminate employee becomes subject to this Agreement after (one month following the date of signing of agreement), 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 B28.02 above, on the date a term employee becomes subject to this Agreement after (one month following the date of signing of agreement), 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 subparagraph (a) or (b) shall have the same choice of options outlined in B28.06, however the selection of which option must be made within three (3) months of being appointed to the bargaining unit.**
- (d) An employee who does not make a selection under B28.08 (c) will be deemed to have chosen option B28.06 (b).**

Article B35 Compensatory Leave With Pay

B35.01 Upon ~~request~~ **application** by the employee and at the discretion of the Employer, compensation earned under Articles B 4 - Overtime, B5 - Call-back, **B6 - Standby**, and travelling time compensated at an overtime rate

under Article B8 -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.

- B35.02** The Employer shall grant compensatory leave at times convenient to both the employee and the Employer.
- B35.03** Compensatory leave earned in a fiscal year and ~~unused outstanding as of on~~ September 30th of the following fiscal year shall be paid at the employee's ~~hourly daily~~ rate of pay on ~~that~~ September 30th.
- B35.04** **At the request of the employee and with the approval of the Employer, accumulated compensatory leave may be paid out, in whole or in part, at the employee's hourly rate of pay as calculated from the classification prescribed in the certificate of appointment at the time of the request.**
- B35.05** **When an employee dies or otherwise ceases to be employed, he or the employee's estate shall be paid an amount equal to the product obtained by multiplying the number of hours of earned but unused compensatory leave to his credit by the hourly rate of pay as calculated from the classification prescribed in his certificate of appointment on the date of the termination of his employment.**
- B35.06** 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 outstanding~~ at the ~~end expiry~~ 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 September 30th of ~~the~~ **following fiscal year.**

Article C1 Union Dues

- C1.04** **PIPSC will decide based on affidavit if an employee is dispensed from paying dues because of religious belief.**

Article C2 Use of Employer Facilities

C2.02 Bulletin Boards

Addition of ...“including email...”

Article C3 Information

C3.02 The Employer agrees to supply each employee with a copy of the Collective Agreement and any amendments thereto. **For the purpose of satisfying the Employer’s obligation under this clause, for employees who chose not to receive a printed copy of the Collective Agreement, electronic access to the Agreement will be made available. Employees opting to receive electronic access may use the Employer’s equipment to print a copy or portion thereof.**

Memorandum of Agreement on disclosure of personal information as per the directive of the Public Service Labour Relations Board.

Article C5 Leave for Staff Relations Matters

C5.01 Public Service Labour Relations Board Hearings

Editorial changes specifying sections of the act that apply.

C10 Grievance Procedure

C10.02 Informal Discussion

Addition of final sentence **“This clause shall also apply where the Employer implements an Informal Conflict Management System.”**

C.10.13, 14, 15, 16, 26, 31, 32, 33, 41 and 42

Editorial change to clarify it is “calendar days”.

Article D4 Sexual Harassment

D4.03 By mutual agreement, the parties may use a mediator in an attempt to settle a grievance dealing with sexual harassment. The selection of the mediator will be by mutual agreement.

D4.04 Upon request by the complainant(s) and/or respondent(s) an official copy of the investigation report shall be provided to them by the Employer, subject to the Access to Information Act and Privacy Act.

Article E2 National Joint Council Agreements

Editorial changes and updated list of NJC policies applicable to CFIA

Article E4 Duration

E4.01 Expiry date: **September 30, 2014**

APPENDIX A – ANNUAL RATES OF PAY

Effective Oct. 1, 2011 – Restructure to harmonize at the maximum rate of pay with the same occupational groups at Treasury Board for the following groups within the S&A Bargaining Unit:

- **Agriculture (AG) Group at the 01 and 03 levels;**
- **Biological Sciences (BI) Group at the 01 and 03 levels;**
- **Chemistry (CH) Group at the 01 and 03 levels;**
- **Commerce (CO) Group at the 01, 02, 03, and 04 levels; and**
- **Purchasing and Supply (PG) Group at all levels.**

For all groups within the S&A Bargaining Unit:

Effective Oct. 1, 2011 – 1.75% (includes 0.25% for change to severance pay)

Effective Oct. 1, 2012 – 1.5%

Effective Oct. 1, 2013 – 2.0% (includes 0.50% for change to severance pay)

APPENDIX A – PAY NOTES

Editorial changes

The CFIA will post on Merlin a joint communiqué on the classification grievance procedure.