



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

Scientific and Analytical (S&A)
Group Bargaining Unit

Expiry: 2018/09/30



Canada 

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 - SHIFT WORK.....	6
	ARTICLE B3 - SPECIAL HOURS OF WORK PROVISIONS - SE GROUP ..	8
	ARTICLE B4 - OVERTIME	9
	ARTICLE B5 - CALL-BACK	10
	ARTICLE B6 - STANDBY	11
	ARTICLE B7 - DESIGNATED PAID HOLIDAYS	12
	ARTICLE B8 - TRAVELLING TIME.....	14
**	ARTICLE B9 - SCIENTIFIC RESEARCH ALLOWANCES	16
**	ARTICLE B10 - LEAVE – GENERAL.....	17
**	ARTICLE B11 - VACATION LEAVE.....	18
	ARTICLE B12 - SICK LEAVE	23
**	ARTICLE B13 - BEREAVEMENT LEAVE	24
**	ARTICLE B14 - MATERNITY AND PARENTAL LEAVE WITHOUT PAY.....	25

	ARTICLE B15	-	MATERNITY-RELATED REASSIGNMENT OR LEAVE	30
	ARTICLE B16	-	MEDICAL APPOINTMENT FOR PREGNANT EMPLOYEES.....	31
**	ARTICLE B17	-	LEAVE WITHOUT PAY FOR THE CARE OF IMMEDIATE FAMILY.....	32
	ARTICLE B18	-	LEAVE WITHOUT PAY FOR PERSONAL NEEDS	32
	ARTICLE B19	-	LEAVE WITHOUT PAY FOR RELOCATION OF SPOUSE OR COMMON-LAW PARTNER.....	33
**	ARTICLE B20	-	LEAVE WITH PAY FOR FAMILY-RELATED RESPONSIBILITIES.....	33
	ARTICLE B21	-	COURT LEAVE WITH PAY	34
**	ARTICLE B22	-	PERSONNEL SELECTION LEAVE WITH PAY	35
	ARTICLE B23	-	INJURY-ON-DUTY LEAVE WITH PAY.....	35
	ARTICLE B24	-	EXAMINATION LEAVE	36
**	ARTICLE B25	-	OTHER LEAVE WITH PAY	36
	ARTICLE B26	-	OTHER LEAVE WITHOUT PAY.....	37
	ARTICLE B27	-	CAREER DEVELOPMENT.....	37
	ARTICLE B28	-	SEVERANCE PAY	42
	ARTICLE B29	-	STATEMENT OF DUTIES.....	46
	ARTICLE B30	-	REGISTRATION FEES	46
	ARTICLE B31	-	IMMUNIZATION.....	46
	ARTICLE B32	-	TECHNOLOGICAL CHANGE.....	46
	ARTICLE B33	-	SAFETY AND HEALTH.....	48
	ARTICLE B34	-	RELIGIOUS OBSERVANCE	48
	ARTICLE B35	-	COMPENSATORY LEAVE WITH PAY.....	48
 PART C - STAFF RELATIONS MATTERS				
**	ARTICLE C1	-	UNION DUES.....	49
	ARTICLE C2	-	USE OF EMPLOYER FACILITIES	50

**	ARTICLE C3	-	INFORMATION	51
	ARTICLE C4	-	STEWARDS	51
**	ARTICLE C5	-	LEAVE FOR STAFF RELATIONS MATTERS	52
	ARTICLE C6	-	CONTRACTING OUT	55
	ARTICLE C7	-	JOB SECURITY	55
**	ARTICLE C8	-	ILLEGAL STRIKES	55
	ARTICLE C9	-	INTERPRETATION OF AGREEMENT	56
**	ARTICLE C10	-	GRIEVANCE PROCEDURE	56
	ARTICLE C11	-	JOINT CONSULTATION	63
	ARTICLE C12	-	STANDARDS OF DISCIPLINE	63
	ARTICLE C13	-	EMPLOYEES ON INDUSTRIAL PREMISES	64

PART D - OTHER TERMS AND CONDITIONS

**	ARTICLE D1	-	PART-TIME EMPLOYEES	64
**	ARTICLE D2	-	EMPLOYEE PERFORMANCE REVIEW AND EMPLOYEE FILES	67
	ARTICLE D3	-	EMPLOYMENT REFERENCES	68
	ARTICLE D4	-	SEXUAL HARASSMENT	68
	ARTICLE D5	-	NO DISCRIMINATION	69

PART E - PAY AND DURATION

**	ARTICLE E1	-	PAY	69
**	ARTICLE E2	-	NATIONAL JOINT COUNCIL AGREEMENTS	71
	ARTICLE E3	-	AGREEMENT RE-OPENER	72
**	ARTICLE E4	-	DURATION	72

****APPENDIX A - ANNUAL RATES OF PAY**

AG - Agriculture Group	74
BI - Biological Sciences Group.....	75
CH - Chemistry Group	76
CO - Commerce Group.....	77
EN - Engineering and Land Survey Group.....	78
ES - Economics, Sociology and Statistics Group.....	80
PG - Purchasing and Supply Group.....	82
SE - Scientific Research Group	84
SR - Regulatory Science Group.....	87
** PAY NOTES	88
** LOWEST INCREMENT TABLES	92
** APPENDIX B - EMPLOYMENT TRANSITION.....	95
APPENDIX C - VACATION CONVERSION TABLE.....	117
APPENDIX D - MEMORANDUM OF UNDERSTANDING ON RED-CIRCLING	118
** APPENDIX E - MEMORANDUM OF AGREEMENT ON DISCLOSING INFORMATION	120
** APPENDIX F - MEMORANDUM OF AGREEMENT ON SUPPORTING EMPLOYEE WELLNESS.....	125
** APPENDIX G - MEMORANDUM OF AGREEMENT ON SCIENTIFIC INTEGRITY.....	128

*** 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 employees and the Institute, to set forth certain terms and conditions of employment relating to remuneration, hours of work, employee benefits and general working conditions affecting employees covered by this Agreement.
- A1.02** The parties to this Agreement share a desire to improve the quality of the Canadian Food Inspection Agency, to maintain professional standards and to promote the well-being and increased efficiency of its employees to the end that the people of Canada will be well and effectively served. Accordingly, 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 units are employed.

**** ARTICLE A2 RECOGNITION**

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

- A2.02** The Employer recognizes that it is a proper function and a right of the Institute to bargain with a view to arriving at a Collective Agreement and the Employer and the Institute agree to bargain in good faith, in accordance with the provisions of the *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, words importing the masculine gender shall include the feminine gender.

**ARTICLE A4
OFFICIAL TEXTS**

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

**ARTICLE A5
MANAGEMENT RIGHTS**

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

**** ARTICLE A6
RIGHTS OF EMPLOYEES**

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

A6.02 Employees shall have the right to express themselves on science and their research, while respecting the Values and Ethics Code for the Public Sector adopted on April 2, 2012 without being designated as an official media spokesperson.

**** ARTICLE A7
INTERPRETATION AND DEFINITIONS**

A7.01 For the purpose of this Agreement:

- (a) "bargaining unit" means the employees of the Employer in one of the groups described in Article A2 – Recognition; (unité de négociation)
- (b) "common-law partner" refers to a person living in a conjugal relationship with an employee for a continuous period of at least one (1) year; (conjoint de fait)

- (c) "compensatory leave" means leave with pay in lieu of payment for overtime, travelling time compensated at an overtime rate, call-back, and standby;
(congé compensatoire)
- (d) "continuous employment" has the same meaning as specified in the Employer's Terms and Conditions of Employment on the date of signing of this agreement; (emploi continu)

- (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 position other than by reason of his being on leave; (jour de repos)
 - (g) “designated paid holiday” means the twenty-four (24) hour period commencing at 00:01 hour of a day designated as a holiday in this Agreement;
(jour férié désigné payé)
 - (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 Her Majesty in right of Canada as represented by the Canadian Food Inspection Agency, and includes any person authorized to exercise the authority of the Canadian Food Inspection Agency;
(Employeur)
 - (k) “headquarters area” has the same meaning as given to the expression in the Travel Directive; (région du lieu 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 the employee in excess of such 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) “time and one-half” means one decimal five (1.5) times the employee’s hourly rate of pay; (tarif et demi)

and
- (t) “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 and visual products, and computer software.

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

A8.03 The Employer agrees that publications prepared by an employee, within the scope of his employment, will be retained on appropriate Agency files for the normal life of such files. The Employer will not unreasonably withhold permission for publication. At the Employer’s discretion, recognition of authorship will be given where practicable in Agency publications.

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

- A8.05**
- (a) The Employer may suggest revisions to a publication and may withhold approval to publish.
 - (b) When approval for publication is withheld, the author(s) shall be so informed in writing of the reason(s), if requested by the employee.
 - (c) Where the Employer wishes to make changes in a publication with which the author does not agree, the employee shall not be credited publicly if the employee so requests.

PART B WORKING CONDITIONS

****ARTICLE B1 HOURS OF WORK**

This Article does not apply to the following:

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

B1.01 General

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

B1.02 Normal Work Week

The scheduled work week shall be thirty-seven decimal five (37.5) hours and the scheduled work day shall be seven decimal five (7.5) consecutive hours, exclusive of a meal period, between the hours of 06:00 and 18:00. The normal work week shall be Monday to Friday inclusive.

B1.03 Flexible Hours

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

B1.04 Days of Rest

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

B1.05 Monthly Attendance Registers

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

B1.06 Compressed Work Week

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

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

**

B1.07 When operational requirements permit, two (2) rest periods of fifteen (15) minutes each shall be provided during each normal work day.

**ARTICLE B2
SHIFT WORK**

- B2.01**
- (a) "Shift Schedule" means the arrangement of shifts over a given period of time not exceeding two (2) consecutive months and includes days of rest and designated paid holidays;
 - (b) for employees engaged in shift work, the hours of work shall average thirty-seven decimal five (37.5) hours per week and seven decimal five (7.5) consecutive hours per day over the period of the shift schedule;
 - (c) an employee shall be granted an average of two (2) consecutive days of rest per week over the period of a shift schedule.

B2.02 For the purpose of this Agreement when an employee's shift does not commence and end on the same day, such shift shall be deemed for all purposes to have been entirely worked;

- (a) on the day it commenced where half (½) or more of the hours worked fall on that day;

or

- (b) on the day it terminates where more than half ($\frac{1}{2}$) of the hours worked fall on that day.

Accordingly, the first day of rest will be considered to start immediately after midnight of the calendar day on which the employee worked or is considered to have worked his last scheduled shift; and the second day of rest will start immediately after midnight of the employee's first day of rest, or immediately after midnight of an intervening designated paid holiday if days of rest are separated thereby.

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

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

B2.04

- (a) every reasonable effort shall be made by the Employer to consider the wishes of the employee concerned in the arrangement of shifts within a shift schedule. In order to help in the consideration of the wishes of the employees concerned, a provisional shift schedule shall be prepared by the Employer and shall be posted at least twenty-eight (28) calendar days in advance. A final shift schedule shall be posted seven (7) calendar days prior to the commencement of the schedule.
- (b) notwithstanding anything to the contrary contained in this Agreement, the implementation of any variation in hours under this Article shall not result in any additional overtime work or additional payment by reason only of such variation, nor shall it be deemed to prohibit the right of the Employer to schedule any hours of work permitted by the terms of this Agreement.

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

B2.06

- (a) An employee who is required to change his scheduled shift without receiving at least forty-eight (48) hours' notice in advance of the starting time of such change in their scheduled shift shall be paid for the first shift worked on the revised schedule at the rate of time decimal five (1.5). Subsequent shifts worked on the revised schedule shall be paid for at the hourly rate of pay.
- (b) Notwithstanding B2.06 (a) when an employee requests and the Employer agrees to change the employee shift schedule, the employee shall be paid at the straight-time hourly rate of pay for the work performed on the first shift of the revised shift schedule.

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

B2.08 Certain continuous operations may require some employees being on the job for the full shift. In these operations, such employees will be paid for the one-half (½) hour meal period, worked, at the applicable rate, if they are unable to leave the work place for a meal break.

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

B2.10 Shift Premium

An employee shall receive a shift premium of two dollars (\$2.00) per hour for all hours worked, including overtime hours worked, on regularly scheduled shifts in which at least half (½) of the hours are scheduled between 18:00 and 06:00 hours.

B2.11 Weekend Premium

(a) Employees shall receive an additional premium of two dollars (\$2.00) per hour for work on Saturday and/or Sunday for hours worked as stipulated in sub-clause B2.11 (b).

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

**ARTICLE B3
SPECIAL HOURS OF WORK PROVISIONS – SE GROUP**

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

B3.01 (a) The conduct of scientific research requires an adaptable research environment. Accordingly, every reasonable effort will be made to maintain a research environment where working hours can be arranged to meet the needs of research programs.

(b) The normal work year, subject to the leave provisions of this Agreement, shall be nineteen hundred and fifty (1950) hours. The normal work year shall be from April 1st to March 31st of the following calendar year, inclusive. Subject to the approval of the Employer, the hours of work shall be arranged to suit an employee's individual research project(s).

B3.02 Employees will submit monthly attendance registers; only absences need be specified.

ARTICLE B4 OVERTIME

This Article does not apply to the following:

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

B4.01 When an employee is required by the Employer to work overtime they shall be compensated as follows:

- (a) on the employee's normal work day, at the rate of time and one-half (1½) for the first seven decimal five (7.5) overtime hours worked, and double (2) time thereafter;
- (b) on the employee's first day of rest, at time decimal five (1.5) for the first seven decimal five (7.5) overtime hours worked and double (2) time thereafter;
- (c) (i) on the employee's second or subsequent day of rest, at double (2) time for each hour of overtime worked. Second or subsequent day of rest means the second or subsequent day in an unbroken series of consecutive and contiguous calendar days of rest;
- (ii) notwithstanding clause (c) (i) above, if, in an unbroken series of consecutive and contiguous calendar days of rest, the Employer permits the employee to work the required overtime on a day of rest requested by the employee, then the compensation shall be at time decimal five (1.5) for the first day worked;
- (d) (i) on a designated holiday, compensation shall be granted on the basis of time decimal five (1.5) for the first seven decimal five (7.5) hours worked, and double time (2) thereafter, in addition to the compensation that such employee would have been granted had such employee not worked on the designated holiday;
- or
- (ii) when an employee works on a holiday, contiguous to a second day of rest on which such employee also worked and received overtime in accordance with clause B4.01 (c) (d) such employee shall be paid in addition to the pay that such employee would have been granted had such employee not worked on the holiday, two (2) times such employee's hourly rate of pay for all time worked.

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

B4.03

Except in case

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

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

**ARTICLE B5
CALL-BACK**

This Article does not apply to the following:

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

- B5.01**
- (a) When an employee is called back to work or when an employee who is on standby duty is called back to work by the Employer any time outside such employee's normal working hours, such employee shall be entitled to the greater of:
 - (i) a minimum of three (3) hours' pay at the applicable overtime rate,
 - or
 - (ii) compensation at the applicable overtime rate for each hour worked.

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

B5.03 When a payment is being made as a result of the application of this Article, the Employer will endeavour to make such payment within six (6) weeks following the end of the pay period for which the employee requests payment.

B5.04 No Pyramiding of Payments

Payments provided under the Overtime, Designated Paid Holiday and Standby provisions of this collective agreement and clause B5.01 of this Article shall not be pyramided; that is, an employee shall not receive more than one compensation for the same service.

B5.05 Other than when required by the Employer to use a vehicle of the Employer for transportation to a work location other than the employee's normal place of work, time spent by the employee reporting to work or returning to his residence shall not constitute time worked.

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

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

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

**ARTICLE B6
STANDBY**

This Article does not apply to the following:

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

B6.01 When the Employer requires an employee to be available on standby during off-duty hours an employee shall be compensated at the rate of one-half (½) hour for each four (4) hour period or portion thereof for which such employee has been designated as being on standby duty.

B6.02 An employee on standby who is called in to work by the Employer and who reports for work shall be compensated in accordance with Article B5 – Call-Back.

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

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

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

B6.05 Other than when required by the Employer to use a vehicle of the Employer for transportation to a work location other than an employee's normal place of work, time spent by the employee reporting to work or returning to his residence shall not constitute time worked.

B6.06 No Pyramiding of Payments

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

**ARTICLE B7
DESIGNATED PAID HOLIDAYS**

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

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

(a) New Year's Day,

(b) Good Friday,

(c) Easter Monday,

(d) the day fixed by proclamation of the Governor in Council for celebration of the Sovereign's birthday,

(e) Canada Day,

(f) Labour Day,

- (g) the day fixed by proclamation of the Governor in Council as a general day of Thanksgiving,
 - (h) Remembrance Day,
 - (i) Christmas Day,
 - (j) Boxing Day,
 - (k) one additional day in each year that, in the opinion of the Employer, is recognized to be a provincial or civic holiday in the area in which the employee is employed, or in any area where, in the opinion of the Employer, no such day is recognized as a provincial or civic holiday, the first Monday in August,
- and
- (l) one additional day when proclaimed by an Act of Parliament as a National Holiday.

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

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

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

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

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

B7.05 Compensation for Work on a Designated Paid Holiday

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

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

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

**ARTICLE B8
TRAVELLING TIME**

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

- (a) On a normal working day on which such employee travels but does not work, the employee shall receive his regular pay for the day.
- (b) On a normal working day on which such employee travels and works, the employee shall be paid:
 - (i) his regular pay for the day for a combined period of travel and work not exceeding seven decimal five (7.5) hours,

and
 - (ii) at the applicable overtime rate for additional travel time in excess of a seven decimal five (7.5) hour period of work and travel, with a maximum payment for such additional travel time not to exceed twelve (12) hours pay at the straight-time rate in any day or fifteen (15) hours pay at the straight-time rate when travelling beyond North America.
- (c) On a day of rest or on a designated paid holiday, the employee shall be paid at the applicable overtime rate for hours travelled to a maximum of twelve (12) hours pay at the straight-time rate, or fifteen (15) hours pay at the straight-time rate when travelling beyond North America.

B8.02 For the purpose of clause B8.01, the travelling time for which an employee shall be compensated is as follows:

- (a) For travel by public transportation, the time between the scheduled time of departure and the time of arrival at a destination, including the normal travel time to the point of departure, as determined by the Employer.
- (b) For travel by private means of transportation, the normal time as determined by the Employer, to proceed from the employee's place of residence or work place, as applicable, direct to such employee's destination and, upon such employee's return, direct back to such employee's residence or work place.

- (c) In the event that an alternate time of departure and/or means of travel is requested by the employee, the Employer may authorize such alternate arrangements in which case compensation for travelling time shall not exceed that which would have been payable under the Employer's original determination.

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

B8.04 When a payment is being made as a result of the application of this Article, the Employer will endeavour to make such payment within six (6) weeks following the end of the pay period for which the employee requests payment.

B8.05 This Article does not apply to an employee required to perform work in any type of transport in which such employee is travelling. In such circumstances, the employee shall receive pay for actual hours worked in accordance with the Articles B1 – Hours of Work, B4 – Overtime, and B7 – Designated Paid Holidays.

B8.06 Travelling time shall include time necessarily spent at each stop-over en route provided that such stop-over does not include an overnight stay.

B8.07 Compensation under this Article shall not be paid for travel time to courses, training sessions, conferences and seminars unless the employee is required to attend by the Employer.

B8.08 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 fifteen (15) 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 sixty (60) 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 B35 (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 B9**
SCIENTIFIC RESEARCH ALLOWANCES

Field Research Allowance – SE group

This Article applies to the SE group only.

- B9.01** An employee who meets the conditions set forth below shall be paid a field research allowance of two hundred and seventy dollars (\$270.00) for each fifteen (15) calendar day period, provided that:
- (a) the employee completes a minimum of fifteen (15) calendar days on field research work in a consecutive three hundred and sixty-five (365) day period;
 - (b) the minimum number of days referred to in (a) is made up of periods of not less than two (2) consecutive calendar days.
- B9.02** Once the conditions of B9.01 (a) and (b) are met, an employee shall be paid on a pro rata basis for periods of field research work of less than fifteen (15) calendar days.
- B9.03** An employee on field research work shall be compensated for authorized overtime performed on an hour-for-hour basis for all hours worked on a designated paid holiday or a day of rest. No remuneration shall be paid for overtime performed during the normal work week.

Sea Research Allowance

This Article applies to the Scientific Research Group only.

- B9.04** An employee who meets the conditions set forth below shall be paid a sea research allowance of two hundred and seventy dollars (\$270.00) for each fifteen (15) calendar day period, provided that:
- (a) such employee completes a minimum of fifteen (15) calendar days on sea research work in a consecutive three hundred and sixty-five (365) day period;
 - (b) the minimum number of days referred to in (a) is made up of periods of not less than two (2) consecutive calendar days.
- B9.05** Once the conditions of B9.04 (a) and (b) are met, an employee shall be paid on a pro rata basis for periods of sea research work of less than fifteen (15) calendar days.
- ****
- B9.06** An employee on sea research work shall be compensated for authorized overtime performed on an hour-for-hour basis for all hours worked on a designated paid holiday or a day of rest. No remuneration shall be paid for overtime performed during the normal work week.

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

Diving Allowance

This Article applies to the BI and SE Groups only.

- B9.07** Employees whose job duties require them to dive (as that word is hereinafter defined) shall be paid an extra allowance of twenty dollars (\$20.00) per hour. The minimum allowance shall be two (2) hours per dive.
- B9.08** A dive is the total of any period or periods of time during any eight (8) hour period in which an employee carries out required underwater work with the aid of a self-contained air supply.

**** ARTICLE B10 LEAVE - GENERAL**

- B10.01** In respect to applications for all leave made pursuant to this Collective Agreement, the employee may be required to provide satisfactory validation of the circumstances necessitating such request.
- B10.02** When the employment of an employee who has been granted more vacation or sick leave with pay than such employee has earned is terminated by death or layoff, the employee is considered to have earned the amount of leave with pay granted to him.
- ****
- B10.03** An employee is entitled to have access to information regarding the balance of his vacation or sick leave with pay credits.
- B10.04** The amount of leave with pay credited to an employee by the Employer at the time when this Agreement is signed, or at the time when such employee becomes subject to this Agreement, shall be retained by the employee.
- B10.05** An employee shall not be granted two (2) different types of leave with pay in respect of the same period of time.
- B10.06** An employee is not entitled to leave with pay during periods such employee is on leave without pay, on educational leave or under suspension.

- B10.07** 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.
- B10.08** Leave credits will be earned on a basis of a day being equal to seven decimal five (7.5) hours.
- B10.09** When leave is granted, it will be granted on an hourly basis and the hours debited for each day of leave shall be the same as the hours the employee would normally have been scheduled to work on that day, except for Bereavement Leave With Pay where a day is a calendar day.

**** ARTICLE B11
VACATION LEAVE**

- B11.01** The vacation year shall be from April 1st to March 31st, inclusive.
- B11.02** **Accumulation of Vacation Leave Credits**
- An employee shall earn vacation leave credits for each calendar month during which such employee receives pay for at least seventy-five (75) hours at the following rate:
- (a) Applies to the following groups: AG, BI, CH, EN, ES, PG, CO, SE-RES-01, SE-RES-02, and SE-REM-01.
 - (i) nine decimal three seven five (9.375) hours at the employee’s straight-time hourly rate until the month in which the employee’s eighth (8th) anniversary of service occurs;
 - (ii) twelve decimal five (12.5) hours at the employee’s straight-time hourly rate commencing the month in which the employee’s eighth (8th) anniversary of service occurs;
 - (iii) thirteen decimal seven five (13.75) hours at the employee’s straight-time hourly rate commencing with the month in which the employee’s sixteenth (16th) anniversary of service occurs;
 - (iv) fourteen decimal three seven five (14.375) hours at the employee’s straight-time hourly rate commencing with the month in which the anniversary of the employee’s seventeenth (17th) year of service occurs;

- (v) fifteen decimal six two five (15.625) hours at the employee's straight-time hourly rate commencing with the month in which the anniversary of the employee's eighteenth (18th) year of service occurs;
- (vi) sixteen decimal eight seven five (16.875) hours at the employee's straight-time hourly rate commencing with the month in which the employee's twenty-seventh (27th) anniversary of service occurs;
- (vii) eighteen decimal seven five (18.75) hours at the employee's straight-time hourly rate commencing with the month in which the anniversary of the employee's twenty-eighth (28th) anniversary of service occurs.

SEE APPENDIX "C" FOR VACATION CONVERSION TABLE

- (b) Applies to the following: SE-RES-03, SE-RES-04, SE-RES-05 and SE-REM-02.
 - (i) Reserve;
 - (ii) twelve decimal five (12.5) hours at the employee's straight-time hourly rate until the month in which the employee's sixteenth (16th) anniversary of service occurs;
 - (iii) thirteen decimal seven five (13.75) hours at the employee's straight-time hourly rate commencing with the month in which the employee's sixteenth (16th) anniversary of service occurs;
 - (iv) fourteen decimal three seven five (14.375) hours at the employee's straight-time hourly rate commencing with the month in which the anniversary of the employee's seventeenth (17th) year of service occurs;
 - (v) fifteen decimal six two five (15.625) hours at the employee's straight-time hourly rate commencing with the month in which the anniversary of the employee's eighteenth (18th) year of service occurs;
 - (vi) sixteen decimal eight seven five (16.875) hours at the employee's straight-time hourly rate commencing with the month in which the employee's twenty-seventh (27th) anniversary of service occurs;
 - (vii) eighteen decimal seven five (18.75) hours at the employee's straight-time hourly rate commencing with the month in which the employee's twenty-eighth (28th) anniversary of service occurs.

SEE APPENDIX "C" FOR VACATION CONVERSION TABLE

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

B11.04 Entitlement to Vacation Leave With Pay

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

B11.05 Provision for Vacation Leave

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

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

B11.06 Replacement of Vacation Leave

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

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

B11.07 (a) Carry-Over

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

(b) Liquidation

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

B11.08 Recall from Vacation Leave

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

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

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

B11.10 Cancellation of Vacation Leave

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

B11.11 Leave When Employment Terminates

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

B11.12 Vacation Leave Credits for Severance Pay

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

B11.13 Abandonment of position

Notwithstanding clause B11.11, an employee whose employment is terminated by a declaration that he abandoned his position in accordance with Section 12. (2) (d) of the *Financial Administration Act* is entitled to receive the payment referred to in clause B11.11 if he requests it within six (6) months following the date upon which his employment is terminated.

B11.14 Recovery on Termination

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

B11.15 Appointment to a Schedule I, IV or V Employer

Notwithstanding clause B11.11, 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.

B11.16 Appointment from a Schedule I, IV or V Employer

The Employer agrees to accept unused vacation leave credits up to a maximum of two hundred and six-two decimal five (262.5) hours 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.

**

B11.17 (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 B11.03.

*

(b) The vacation leave credits provided in clause B11.17 (a) above shall be excluded from the application of paragraph B11.07 (a) and (b) dealing with Carry-over and Liquidation.

ARTICLE B12
SICK LEAVE

B12.01 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.

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

(a) such 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) such employee has the necessary sick leave credits.

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

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

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

B12.06 Where an employee has insufficient or no credits to cover the granting of sick leave with pay under the provision of clause B12.02, sick leave with pay may, at the discretion of the Employer, be granted to an employee for a period of up to one hundred 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 and, in the event of termination of employment for other than death or lay-off, the recovery of the advance from any monies owed to the employee.

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

**** ARTICLE B13
BEREAVEMENT LEAVE**

**

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

- (a) When a member of an employee's immediate family dies, the employee:
- (i) shall be entitled to a bereavement period of seven (7) consecutive calendar days. 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. During such period the employee shall be paid for those days which are not regularly scheduled days of rest for that 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 such employee's son-in-law, daughter-in-law, brother-in-law, sister-in-law and grandparents of spouse.

- *
- (e) It is recognized by the parties that the circumstances which call for leave in respect of bereavement are based on individual circumstances. On request, the President may, after considering the particular circumstances involved, grant leave with pay for a period greater than that provided for in paragraph B13.01 (a) (i) and sub-clause (d).

- *
- (f) If, during a period of paid leave, an employee is bereaved in circumstances under which the employee would have been eligible for bereavement leave under this clause, the employee shall be granted bereavement leave and the employee's paid leave credits shall be restored to the extent of any concurrent bereavement leave granted.

**** ARTICLE B14**
MATERNITY AND PARENTAL LEAVE WITHOUT PAY

B14.01 Maternity and Parental Leave Without Pay

- (a) An employee who becomes pregnant shall, upon request, be granted maternity leave without pay for a period beginning before, on or after the termination date of pregnancy and ending not later than eighteen (18) weeks after the termination date of pregnancy.
- (b) Where an employee has or will have actual care and custody of a newborn child, (including the new-born child of a common-law partner) or commences legal proceedings to adopt a child or obtains an order under the laws of a province for the adoption of a child, the employee shall be granted parental leave without pay upon request for a single period of up to thirty-seven (37) consecutive weeks in the fifty-two (52) week period commencing on the day on which the child comes into the employee's care.
- (c) Notwithstanding paragraph (b) above, at the request of an employee and at the discretion of the Employer, the leave referred to in paragraph (b) above may be taken in two periods.
- (d) Notwithstanding paragraphs (a) and (b):
 - (i) where the employee's child is hospitalized and the employee has not yet proceeded on maternity or parental leave without pay,

or
 - (ii) where the employee has proceeded on maternity and/or parental leave without pay and then returns to work for all or part of the period during which the employee's child is hospitalized, the period of maternity and/or parental leave without pay specified in the original leave request may be extended by a period equal to the child's

hospitalization during which the employee was not on maternity and/or parental leave, without pay (to a maximum of eighteen (18) weeks for maternity leave). However, the extension shall end not later than fifty-two (52) weeks after the termination date of pregnancy or the day the child comes into the employee's care.

- (e) The Employer may require an employee to submit a medical certificate certifying pregnancy, or submit a birth certificate or proof of adoption.
- (f) An employee shall inform the Employer in writing of his or her plans for taking maternity and/or parental leave without pay to cover the absence from work at least four (4) weeks in advance of the initial date of continuous leave of absence, unless there is a valid reason why the notice cannot be given.
- (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.
- (h) Parental leave without pay taken by a couple employed by the Agency shall not exceed a combined total of thirty-seven (37) weeks.
- (i) An employee who has not commenced maternity leave without pay may elect to:
 - (i) use earned vacation and compensatory leave credits up to and beyond the date that her pregnancy terminates;
 - (ii) use her sick leave credits up to and beyond the date that her pregnancy terminates, subject to the provisions set out in Article B12 – Sick Leave. For purposes of this paragraph, the terms "illness" or "injury" used in Article B12 – Sick Leave With Pay, shall include medical disability related to pregnancy.
- (j) 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.

**

B14.02 Maternity and/or Parental Allowance

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

**

- (b) Should an employee fail to return to work for the Employer, Parks Canada, The Canada Revenue Agency or the Core Public Administration or fail to work the period specified in B14.02 (a) (iii), for reasons other than death, lay-off, early termination due to lack of work or discontinuance of a function of a specified period of employment that would have been sufficient to meet the obligations specified in B14.02 (a) (iii), or having become disabled within the meaning of the *Public Service Superannuation Act*, the employee shall repay to the Employer on a pro rata basis as follows:

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

However, an employee whose specified period of employment expired and who is rehired by the Employer, Parks Canada, The Canada Revenue Agency or the Core Public Administration within a period of ninety (90) days or less is not indebted for the amount if the new period of employment is sufficient to meet the obligations specified in (a) (iii).

- (c) For the purpose of B14.02 (a) (iii) and (b), periods of leave with pay shall count as time worked. Periods of leave without pay during the employee's return to work will not be counted as time worked but shall interrupt the period referred to in B14.02 (a) (iii), without activating the recovery provisions described in B14.02 (b).

- ****
- (d) Maternity or Parental Allowance payments made in accordance with the SUB Plan will consist of the following:

- ****
- (i) Where the employee is subject to a waiting period before receiving Employment Insurance benefits, ninety-three percent (93%) of his or her weekly rate of pay for each week, less any other monies earned during this period;
 - (ii) For each week the employee receives maternity, parental, adoption or paternity benefits under the Employment Insurance 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 of pay and the maternity, parental, adoption or paternity benefits less any other monies earned during this period which may result in a decrease in the maternity, parental, adoption or paternity benefits to which the employee 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 under the Québec Parental Insurance Plan and thereafter remains on parental leave without pay, she is eligible to receive a further parental allowance for a period of two (2) weeks, ninety-three percent (93%) of her weekly rate of pay for each week, less any other monies earned during this period.

- ****
- (iv) 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 at ninety-three percent (93%) of her weekly rate of pay, less any other monies earned during this period.

- ****
- (v) Where an employee has received the full thirty-five (35) weeks of parental benefit under Employment Insurance and thereafter remains on parental leave without pay, he/she is eligible to receive a further parental allowance for a period of one (1) week at ninety-three percent (93%) of his or her weekly rate of pay, less any other monies earned during this period, unless said employee has already received the one (1) week of allowance contained in B14.02 (d)(iv) for the same child.

**

- (e) At the employee's request, the payment referred to in B14.02 (d) (i) will be estimated and advanced to the employee. Adjustments will be made once the employee provides proof of receipt of Employment Insurance or Québec Parental Insurance Plan maternity or Employment Insurance or Québec Parental Insurance Plan parental benefits.
- (f) The maternity or parental allowance to which an employee is entitled is limited to that provided in B14.02 (d) and an employee will not be reimbursed for any amount required to be repaid pursuant to the *Employment Insurance Act* or the Québec Parental Insurance Plan.
- (g) The weekly rate of pay referred to in sub-clause (d) shall be:
 - (i) for a full-time employee, the employee's weekly rate of pay on the day immediately preceding the commencement of maternity and/or parental leave without pay,
 - (ii) for an employee who has been employed on a part-time or on a combined full-time and part-time basis during the six (6) month period preceding the commencement of maternity and/or parental leave without pay, the rate obtained by multiplying the weekly rate of pay in B14.02 (g) (i) by the fraction obtained by dividing the employee's straight-time earnings by the straight-time earnings the employee would have earned working full-time during such period.
- (h) The weekly rate of pay referred to in B14.02 (g) shall be the rate to which the employee is entitled for his or her substantive level to which the employee is appointed.
- (i) Notwithstanding B14.02 (h), and subject to B14.02 (g) (ii), if on the day immediately preceding commencement of maternity and/or parental leave without pay, an employee has been on an acting assignment for at least four (4) months, the weekly rate shall be the rate the employee was being paid on that day.
- (j) Where an employee becomes eligible for a pay increment or pay revision while in receipt of the maternity or parental allowance, the allowance shall be adjusted accordingly.
- (k) Maternity or parental allowance payments made under the SUB plan will neither reduce nor increase an employee's deferred remuneration or severance pay.

**

- (l) The maximum combined maternity and parental allowances payable under this collective agreement shall not exceed fifty-two (52) weeks.

B14.03 Special Allowance for Totally Disabled Employees

- (a) An employee who fails to qualify for Employment Insurance or Québec Parental Insurance Plan maternity and/or parental benefits solely because of a concurrent entitlement to benefits under the Disability Insurance (DI) Plan, the Long-Term Disability (LTD) Insurance portion of the Public Service Management Insurance Plan, or the *Government Employees Compensation Act*, and who has completed six (6) months of continuous employment before the commencement of the leave shall be paid, in respect of each week of benefits under the maternity and/or parental allowance not received for the reason described herein, the difference between ninety-three percent (93%) of the employee's weekly rate of pay and the gross amount of his or her weekly disability benefit under the DI Plan, the LTD Plan or via the *Government Employees Compensation Act*.
- (b) An employee shall be paid an allowance under this clause and under B14.02 for a combined period of no more than the number of weeks during which the employee would have been eligible for maternity, parental, adoption or paternity benefits under the Employment Insurance or Québec Parental Insurance Plan, had the employee not been disqualified from Employment Insurance or Québec Parental Insurance Plan maternity and parental benefits for the reasons described above.

B14.04 Transitional Provisions

If, on the date of signature of this Agreement, an employee is currently on maternity or parental leave without pay or has requested a period of maternity or parental leave but has not commenced the leave, he or she shall, upon request, be entitled to the provisions of this Article. Any application must be received before the termination date of the leave period originally requested.

ARTICLE B15 MATERNITY-RELATED REASSIGNMENT OR LEAVE

- B15.01** (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 B15.01 (a) must be accompanied or followed as soon as possible by a medical certificate indicating the expected duration of the potential risk and the activities or conditions to avoid in order to eliminate the risk. Dependent upon the particular circumstances of the request, the Employer may obtain an independent medical opinion.

- (c) An employee who has made a request under sub-clause B15.01 (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 B16
MEDICAL APPOINTMENT FOR PREGNANT EMPLOYEES**

- B16.01** 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 routine medical appointments.
- B16.02** 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 B17**

LEAVE WITHOUT PAY FOR THE CARE OF IMMEDIATE FAMILY

- B17.01** For the purpose of this Article, family is defined as spouse (or common-law partner resident with the employee), children (including foster children or children of spouse or common-law partner), or parents (including step-parents or foster parents), and any relative permanently residing in the employee's household or with whom the employee permanently resides.
- B17.02** 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.
- B17.03** An employee who has proceeded on leave without pay may change his return to work date if such change does not result in additional costs to the Employer.

ARTICLE B18

LEAVE WITHOUT PAY FOR PERSONAL NEEDS

- B18.01** Leave without pay will be granted for personal needs, in the following manner:
- (a) Subject to operational requirements, leave without pay for a period of up to three (3) months will be granted to an employee for personal needs.
 - (b) Subject to operational requirements, leave without pay of more than three (3) months but not exceeding one (1) year will be granted to an employee for personal needs.
 - (c) An employee is entitled to leave without pay for personal needs only once under each of (a) and (b) of this clause during his total period of employment in the Public Service and the Canadian Food Inspection Agency. Leave without pay granted under this clause may not be used in combination with maternity or parental leave without the consent of the Employer.

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

**ARTICLE B19
LEAVE WITHOUT PAY FOR RELOCATION OF SPOUSE
OR COMMON-LAW PARTNER**

B19.01 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 B20
LEAVE WITH PAY FOR FAMILY-RELATED RESPONSIBILITIES**

B20.01 (a) For the purpose of this Article, family is defined as spouse (or common-law partner resident with the employee), child (including foster child or child of legal or common-law partner and ward of the employee), or parents (including step-parent or foster parent), father-in-law, mother-in-law, brother, sister, step-brother, step-sister, grandparents and grandchildren 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.

(b) The total leave with pay which may be granted under this Article shall not exceed thirty-seven decimal five (37.5) hours in a fiscal year.

(c) Subject to sub-clause B20.01 (b), the Employer shall grant leave with pay under the following circumstances:

(i) to take a dependent family member for medical or dental appointments, or for appointments with school authorities or adoption agencies, if the supervisor was notified of the appointment as far in advance as possible;

(ii) to provide for the immediate and temporary care of a sick member of the employee's family and to provide an employee with time to make alternate care arrangements where the illness is of a longer duration;

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

**

(iv) for needs directly related to the birth or to the adoption of the employee's child which may be divided into two (2) periods and granted on separate days;

**

(v) to attend school functions, if the supervisor was notified of the function as far in advance as possible;

**

(vi) to provide for the employee's child in the case of an unforeseeable closure of the school or daycare facility;

**

(vii) seven decimal five (7.5) hours out of the thirty-seven decimal five (37.5) hours stipulated in B20.01 (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 B21 COURT LEAVE WITH PAY

B21.01 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 B22
PERSONNEL SELECTION LEAVE WITH PAY**

B22.01 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*) with whom the Canadian Food Inspection Agency has agreements on areas of selection, the employee is entitled to leave with pay for the period during which the employee's presence is required for purposes of the selection process, and for such further period as the Employer considers reasonable for the employee to travel to and from the place where his presence is required.

**ARTICLE B23
INJURY-ON-DUTY LEAVE WITH PAY**

B23.01 An employee shall be granted injury-on-duty leave with pay for such reasonable period as may be determined by the Employer where it is determined by a Provincial Worker's Compensation Board that the employee is unable to perform his 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,

or

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

**ARTICLE B24
EXAMINATION LEAVE**

B24.01 Leave with pay to take examinations or defend dissertations may be granted by the Employer to an employee who is not on education leave. Such leave will be granted only where in the opinion of the Employer, the course of study is directly related to the employee's duties or will improve the employee's qualifications.

****ARTICLE B25
OTHER LEAVE WITH PAY**

B25.01 At its discretion, the Employer may grant leave with pay for purposes other than those specified in this Agreement, including military or civil defence training, emergencies affecting the community or place of work, and when circumstances not directly attributable to the employee prevent the employee's reporting for duty.

****** In any fiscal year, an employee is entitled to no more than fifteen (15) hours of combined personal and volunteer leave.

B25.02 Volunteer Leave

****** Effective on April 1, 2018, the clause Volunteer Leave is deleted from the collective agreement.

Subject to operational requirements as determined by the Employer and with an advance notice of at least five (5) working days, the employee shall be granted, in each fiscal year, up to seven decimal five (7.5) hours of leave with pay to work as a volunteer for a charitable or community organization or activity, other than for activities related to the Government of Canada Workplace Charitable Campaign.

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

B25.03 Personal Leave

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

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

**

Effective on April 1, 2018, the previous provision is replaced with the following:

Subject to operational requirements as determined by the Employer and with an advance notice of at least five (5) working days, the employee shall be granted, in each fiscal year, 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 times convenient both to the employee and the Employer. Nevertheless, the Employer shall make every reasonable effort to grant the leave at such a time as the employee may request.

ARTICLE B26 OTHER LEAVE WITHOUT PAY

B26.01 At its discretion, the Employer may grant leave without pay for purposes other than those specified in this Agreement, including enrolment in the Canadian Armed Forces and election to a full-time municipal office.

ARTICLE B27 CAREER DEVELOPMENT

B27.01 General

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

B27.02 Education Leave

- (a) An employee may be granted education leave without pay for varying periods up to one (1) year, which can be renewed by mutual agreement, to attend a recognized institution for additional or special studies in some field of education in which special preparation is needed to enable the employee to fill the employee's present role more adequately, or to undertake studies in some field in order to provide a service which the Employer requires or is planning to provide.
- (b) An employee on Education Leave without pay under this clause shall receive an allowance in lieu of salary of not less than fifty percent (50%) of his basic salary. The percentage of the allowance is at the discretion of the Employer. Where the employee receives a grant, bursary or scholarship, the education leave allowance may be reduced. In such cases, the amount of the reduction shall not exceed the amount of the grant, bursary or scholarship.

- (c) Allowances already being received by the employee may, at the discretion of the Employer, be continued during the period of the education leave. The employee shall be notified when the leave is approved whether such allowances are to be continued in whole or in part.
- (d) As a condition to the granting of education leave, an employee shall, if required, give a written undertaking prior to the commencement of the leave to return to the service of the Employer for a period of not less than the period of the leave granted. If the employee, except with the permission of the Employer:
 - (i) fails to complete the course,
 - (ii) does not resume employment with the Employer on completion of the course,
 - or
 - (iii) ceases to be employed, except by reason of death or lay-off, before termination of the period he has undertaken to serve after completion of the course, the employee shall repay the Employer all allowances paid to the employee under this clause during the education leave or such lesser sum as shall be determined by the Employer.

B27.03 Attendance at Conferences and Conventions

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

- (e) An employee who attends a conference or convention at the request of the Employer to represent the interests of the Employer shall be deemed to be on duty and, as required, in travel status. The Employer shall pay the registration fees of the convention or conference the employee is required to attend.
- (f) An employee invited to participate in a conference or convention in an official capacity, such as to present a formal address or to give a course related to the employee's field of employment, may be granted leave with pay for this purpose and may, in addition, be reimbursed for his payment of convention or conference registration fees and reasonable travel expenses.
- (g) An employee shall not be entitled to any compensation under Articles B4 – Overtime or B8 – Travelling Time in respect of hours such employee is in attendance at or travelling to or from a conference or convention under the provisions of this clause, except as provided by sub-clause (e).

B27.04 Professional Development

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

- (e) An employee selected for professional development under this clause shall continue to receive his normal compensation including any increase for which he may become eligible. The employee shall not be entitled to any compensation under Articles B4 – Overtime or B8 – Travelling Time while on professional development under this clause.
- (f) An employee on professional development under this clause may be reimbursed for reasonable travel expenses and such other additional expenses as the Employer deems appropriate.

B27.05 Scientific Conferences and Professional Development

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

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

B27.06 Scientific Conferences

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

B27.07 Professional Development

- (a) The parties recognize the desirability to improve professional standards by giving employees the opportunity to conduct research or to perform work related to their normal research programs in institutions or locations other than their normal place of work, including non-Canadian Food Inspection Agency locations.
- (b) An employee, in consultation with the Employer, may apply at any time for professional development under this clause, and the Employer shall make a reasonable effort to grant such professional assignments subject to operational requirements.

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

B27.08 Selection Criteria

- (a) Should the Employer establish selection criteria for granting leave under clauses B27.02 through B27.07 for a specified group, a copy of these criteria will be provided to an employee who so requests and to the Institute Representative on the Canadian Food Inspection Agency Career Development Consultation Committee. The Employer, on request, will consult with the Institute Representative on the Committee with regard to the selection criteria.
- (b) Applications for leave under clauses B27.02 through B27.07 will be reviewed by the Employer. A list of the names of the applicants to whom the Employer grants leave under clauses B27.02 through B27.07 will be provided to the Institute Representative on the Canadian Food Inspection Agency Career Development Consultation Committee.

B27.09 Canadian Food Inspection Agency Career Development Committee

Consultation Committee

- (a) The parties to this collective agreement acknowledge the mutual benefits to be derived from consultation on Career Development. To this effect the parties agree that such consultation will be held at the Agency level either through the existing Joint Consultation Committee or through the creation of a Canadian Food Inspection Agency Career Development Consultation Committee. A consultation committee, as determined by the parties, may be established at the local, regional or national level.
- (b) The Canadian Food Inspection Agency Consultation Committee shall be composed of mutually agreeable numbers of employees and Employer representatives who shall meet at mutually satisfactory times. Committee meetings shall normally be held on the Employer's premises during working hours.
- (c) Employees forming the continuing membership of the Canadian Food Inspection Agency Consultation Committees shall be protected against any loss of normal pay by reason of attendance at such meetings with management, including reasonable travel time where applicable.

- (d) The Employer recognizes the use of such committees for the purpose of providing information, discussing the application of policy, promoting understanding and reviewing problems.
- (e) It is understood that no commitment may be made by either party on a subject that is not within their authority or jurisdiction, nor shall any commitment made be construed as to alter, amend, add to or modify the terms of this Agreement.

ARTICLE B28 SEVERANCE PAY

Effective September 8, 2014, paragraphs B28.01 (b) and (c) are no longer in effect in this 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 their weekly rate of pay:

- (a) Lay-Off
 - (i) On the first lay-off, 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 (20) or more years of continuous employment, and one (1) week's pay for each additional complete year of continuous employment and, in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by three hundred and sixty-five (365).
 - (ii) On second 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 sub-paragraph (a) (i).
- (b) Resignation

On resignation, subject to clause B28.01 (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*, a severance payment in respect of the employee's complete period of continuous employment, comprised of one (1) week's pay for each complete year of continuous employment and, in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by 365, to a maximum of thirty (30) weeks' pay.
- (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 incapacity pursuant to the provisions of 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 B28.02.

B28.03 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.

B28.04 Appointment to another Employer organization

An employee who resigns to accept an appointment with an organization listed in Schedules I, IV or V of the *Financial Administration Act* shall be paid all severance payments resulting from the application of B28.01 (b) (prior to September 8, 2014) or B28.05 to B28.08 (commencing September 8, 2014).

B28.05 Severance Termination

- (a) Subject to B28.02 above, indeterminate employees on September 8, 2014 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 September 8, 2014 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 September 8, 2014, 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 September 8, 2014, 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 September 8, 2014, 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 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 B29 STATEMENT OF DUTIES

- B29.01** Upon written request, an employee shall be provided with a complete and current statement of duties and responsibilities of his position, including the classification level and, where applicable, the point rating by factor to his position, and an organizational chart depicting the position's place in the organization.

ARTICLE B30 REGISTRATION FEES

- B30.01** The Employer shall reimburse an employee for their payment of membership or registration fees to an organization or governing body when the payment of such fees is a requirement for the continuation of the performance of the duties of the employee's position.

ARTICLE B31 IMMUNIZATION

- B31.01** The Employer shall provide the employee with immunization against communicable diseases where there is a risk of incurring such diseases in the performance of the employee's duties.

ARTICLE B32 TECHNOLOGICAL CHANGE

- B32.01** 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:

- B32.02** In this Article “Technological Change” means:
- (a) the introduction by the Employer of equipment or material of a substantially different nature than that previously utilized which will result in significant changes in the employment status or working conditions of employees;
 - or
 - (b) a major change in the Employer’s operation directly related to the introduction of that equipment or material which will result in significant changes in the employment status or working conditions of the employees.
- B32.03** Both parties recognize the overall advantages of technological change and will, therefore, encourage and promote technological change in the Employer’s operations. Where technological change is to be implemented, the Employer will seek ways and means of minimizing adverse effects on employees which might result from such changes.
- B32.04** 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.
- B32.05** The written notice provided for in clause B32.04 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.
- B32.06** As soon as reasonably practicable after notice is given under clause B32.04, the Employer shall consult with the Institute concerning the effects of the technological change referred to in clause B32.05 on each group of employees. Such consultation will include but not necessarily be limited to the following:
- (a) the approximate number, class and location of employees likely to be affected by the change;
 - (b) the effect the change may be expected to have on working conditions or terms and conditions of employment on employees.
- B32.07** When, as a result of technological change, the Employer determines that an employee required new skills or knowledge in order to perform the duties of his substantive position, the Employer will make every reasonable effort to provide the necessary training during the employee’s working hours and at no cost to the employee.

**ARTICLE B33
SAFETY AND HEALTH**

- B33.01** The Employer shall continue to make all reasonable provisions for the occupational safety and health of employees. The Employer will welcome suggestions on the subject from the Institute and the parties undertake to consult with a view to adopting and expeditiously carrying out reasonable procedures and techniques designed or intended to prevent or reduce the risk of employment injury or occupational illness.
- B33.02** Subject to any legislation, amendments or any instrument introduced by Parliament, it is recognized that Part II of the Canada Labour Code applies to CFIA.

**ARTICLE B34
RELIGIOUS OBSERVANCE**

- B34.01** The Employer shall make every reasonable effort to accommodate an employee who requests time off to fulfill his religious obligations.
- B34.02** 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.
- B34.03** Notwithstanding clause B34.02, at the request of the employee and at the discretion of the Employer, time off with pay may be granted to the employee in order to fulfill his religious obligations. The number of hours with pay so granted must be made up hour for hour within a period of six (6) months, at times agreed to by the Employer. Hours worked as a result of time off granted under this clause shall not be compensated nor should they result in any additional payments by the Employer.
- B34.04** 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 B35
COMPENSATORY LEAVE WITH PAY**

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

- B35.02** The Employer shall grant compensatory leave at times convenient to both the employee and the Employer.
- B35.03** Compensatory leave earned in a fiscal year and unused as of September 30th of the following fiscal year shall be paid at the employee's hourly 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 or her 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 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 September 30th of the following fiscal year.

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 amount of the membership dues from the monthly pay of all employees in the bargaining unit.
- C1.02** The Institute shall inform the Employer in writing of the authorized monthly deduction to be checked off for each employee defined in clause C1.01.
- C1.03** For the purpose of applying clause C1.01, deductions from pay for each employee in respect of each month will start with the first full month of employment to the extent that earnings are available.

C1.04 An employee who satisfies the Institute to the extent that he declares in an affidavit that he is a member of a religious organization, whose doctrine prevents him as a matter of conscience from making financial contributions to an employee organization and that he will make contributions to a charitable organization, registered pursuant to the *Income Tax Act*, equal to dues, shall not be subject to this Article. 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 the employee's behalf.

C1.07 The Employer agrees to continue the past practice of making deductions for other purposes on the basis of the production of appropriate documentation.

C1.08 The Institute agrees to indemnify and save the Employer harmless against any claim or liability arising out of 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.

C1.09 When it is mutually acknowledged that an error has been committed, the Employer shall endeavour to correct such error within the two (2) pay periods following the acknowledgement of error.

C1.10 Where an employee does not have sufficient earnings in respect of any month to permit deductions under this Article the Employer shall not be obligated to make such deductions for that month from subsequent salary.

ARTICLE C2 USE OF EMPLOYER FACILITIES

C2.01 Access by an Institute Representative

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

C2.02 Bulletin Boards

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

C2.03 Institute Literature

The Employer will continue its practice of making available to the Institute a specific location on its premises for the storage and placement of a reasonable quantity of Institute files and literature.

**** 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, 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. Employees may use the Employer's equipment to print a copy or portion thereof.

**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 of any subsequent changes.

C4.04 Leave for Stewards

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

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

**

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

**

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 in cases of complaints made to the Federal Public Sector Labour Relations and Employment Board pursuant to section 190(1) of the *FPSLRA* alleging a breach of sections 157, 186 (1) (a), 186 (1) (b), 186 (2) (a) (i), 186 (2) (b), 187, 188 (a) or 189 (1) of the *FPSLRA*, the Employer will grant leave with pay:

**

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

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

**

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

**

The Employer will grant leave without pay:

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

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

**

C5.03 Employee Called as a Witness

The Employer will grant leave with pay:

**

- (a) to an employee called as a witness by the Federal Public Sector Labour Relations and Employment Board,

and

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

**

C5.04 Arbitration Board and Public Interest Commission, Alternative Dispute Resolution Hearings

Where operational requirements permit, the Employer will grant leave with pay to an employee representing the Institute before an Arbitration Board, in an Alternative Dispute Resolution process, or Public Interest Commission proceedings; all of which are as defined in the *Federal Public Sector Labour Relations Act*.

**

C5.05 Employee Called as a Witness

Where operational requirements permit, the Employer will grant leave with pay to an employee called as a witness by an Arbitration Board, in an Alternative Dispute Resolution process, or Public Interest Commission proceedings; all of which are as defined in the *Federal Public Sector Labour Relations Act*.

C5.06 Adjudication

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

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

C5.07 Meetings During the Grievance Process:

Employee Presenting Grievance

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

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

and

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

C5.08 Employee Who Acts as Representative

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

C5.09 Grievance Investigations

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

**

C5.10 Contract Negotiations Meetings

The Employer will grant leave without pay to an employee for the purpose of attending contract negotiations meetings on behalf of the Institute.

C5.11 Preparatory Contract Negotiations Meetings

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

C5.12 Meetings Between the Institute and Management

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

C5.13 Institute Meetings and Conventions

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

C5.14 Stewards Training Courses

- (a) Where operational requirements permit, the Employer will grant leave without pay to employees appointed as Stewards by the Institute, to undertake training sponsored by the Institute related to the duties of a Steward.
- (b) Where operational requirements permit, the Employer will grant leave with pay to employees appointed as Stewards by the Institute, to attend training sessions concerning Employer-employee relations sponsored by the Employer.

C5.15 Effective January 1, 2019, leave granted to an employee under C5.02, C5.10, C5.11, C5.13 and C5.14(a) will be with pay; the Institute will reimburse the Employer for the salary and benefit costs of the employee during the period of approved leave with pay according to the terms established by joint agreement.

**ARTICLE C6
CONTRACTING OUT**

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

**ARTICLE C7
JOB SECURITY**

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

**** ARTICLE C8
ILLEGAL STRIKES**

C8.01 The *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 discharge, for participation in an illegal strike as defined in the *Federal Public Sector Labour Relations Act*.

**ARTICLE C9
INTERPRETATION OF AGREEMENT**

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

****ARTICLE C10
GRIEVANCE PROCEDURE**

C10.01 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 C10.

C10.02 **Informal Discussion**

The parties recognize the value of informal discussion between employees and their supervisors to the end that problems might be resolved without recourse to a formal grievance. When an employee, within the time limits prescribed in clause C10.12, 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. This clause shall also apply where the Employer implements an Informal Conflict Management System.

C10.03 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

C10.04 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 C10.07 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.

C10.05 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.

C10.06 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.

C10.07 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.

C10.08 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.

C10.09 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.

- C10.10** An employee may be assisted and/or represented by the Union when presenting a grievance at any level.
- C10.11** 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.
- C10.12** An employee may present a grievance to the First Level of the grievance procedure in the manner prescribed in clause C10.07 not later than the thirty-fifth (35th) 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.
- C10.13** 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.
- C10.14** 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.
- C10.15** 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.
- C10.16** 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.
- C10.17** 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.
- C10.18** 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.
- C10.19** 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.
- C10.20** An employee may abandon a grievance by written notice to his or her immediate supervisor or officer-in-charge.

C10.21 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.

C10.22 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.

**

C10.23 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.

C10.24 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.

C10.25 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

**

C10.26 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

- C10.27** (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.
- C10.28** 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.
- ****
- C10.29** 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 C10.28, 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.
- C10.30** 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.
- C10.31** 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.
- C10.32** 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 C10.33.

- C10.33** 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 C10.28.
- C10.34** 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.
- C10.35** 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.
- C10.36** 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

- C10.37** The policy grievance process shall consist of one (1) level.
- C10.38** 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.
- C10.39** 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 C10.39, 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.
- C10.40** 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.
- C10.41** 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.

C10.42 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 C10.40.

C10.43 A policy grievance may be withdrawn at any time.

**

C10.44 A party that presents a policy grievance may refer it to adjudication, as provided under the *Federal Public Sector Labour Relations Act*.

ARTICLE C11 JOINT CONSULTATION

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

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

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

C11.04 Joint Consultation Committee Meetings

The Consultation Committees shall be composed of mutually agreeable numbers of employees and Employer representatives who shall meet at mutually satisfactory times. Committee meetings shall normally be held on the Employer's premises during working hours.

C11.05 Employees forming the continuing membership of the Consultation Committees shall be protected against any loss of normal pay by reason of attendance at such meetings with management, including reasonable travel time where applicable.

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

ARTICLE C12 STANDARDS OF DISCIPLINE

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

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

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

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

ARTICLE C13 EMPLOYEES ON INDUSTRIAL PREMISES

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

PART D OTHER TERMS AND CONDITIONS

**** ARTICLE D1 PART-TIME EMPLOYEES**

D1.01 Definition

Part-time employee means a person whose normal scheduled hours of work are less than thirty-seven 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 a 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 two five (4.25) percent for all straight-time hours worked during the period of part-time employment.

D1.07 Subject to Article B4 – Overtime, when a part-time employee is required to work on a day which is prescribed as a designated paid holiday for a full-time employee in clause B7.01 of this Agreement, the employee shall be paid time decimal five (1.5) the hourly rate of pay for all hours worked on the holiday up to seven decimal five (7.5) hours and double time (2) thereafter. The provisions of clause B4.04 –Compensatory Leave do not apply.

D1.08 **Overtime**

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

D1.09 Subject to Article B4 – Overtime, a part-time employee who is required to work overtime shall be paid at time decimal five (1.5) for all overtime hours worked.

D1.10 **Vacation Leave**

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

(a) when the entitlement is 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

D1.11 Sick Leave

A part-time employee shall earn sick leave credits at the rate of zero decimal two five (0.25) 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 the number of hours in the employee's normal work week.

D1.12 Vacation and Sick Leave Administration

- (a) For the purposes of administration of clauses D1.10 and D1.11, where an employee does not work the same number of hours each week, the normal work week shall be the weekly average of the hours worked at the straight-time rate calculated on a monthly basis.
- (b) An employee whose employment in any month is a combination of both full-time and part-time employment shall not earn vacation or sick leave credits in excess of the entitlement of a full-time employee.

D1.13 Severance Pay

Notwithstanding the provisions of Article B28 – 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.

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

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

D2.01 For the purpose of this Article:

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

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

A copy of the employee's assessment form shall be provided to him at the time the assessment is signed by the employee. 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 ($\frac{1}{2}$) of the period for which the employee's performance is evaluated.

- D2.03** When an employee disagrees with the assessment and/or appraisal of his work, the employee shall have the right to present written counter arguments to the manager(s) or committee(s) responsible for the assessment and/or appraisal decision.
- D2.04** Upon written request of an employee, the personnel file of that employee shall be made available once per year for his examination in the presence of an authorized representative of the Employer.
- D2.05** When a report pertaining to an employee's performance or conduct is placed on that employee's personnel file, the employee concerned shall be given an opportunity to sign the report in question to indicate that its contents have been read.

**ARTICLE D3
EMPLOYMENT REFERENCES**

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

**ARTICLE D4
SEXUAL HARASSMENT**

- D4.01** The Institute and the Employer recognize the right of employees to work in an environment free from sexual harassment and agree that sexual harassment will not be tolerated in the work place.
- D4.02**
- (a) Any level in the grievance procedure shall be waived if a person hearing the grievance is the subject of the complaint.
 - (b) If by reason of D4.02 (a) a level in the grievance procedure is waived, no other level shall be waived except by mutual agreement.
- 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 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 D5
NO DISCRIMINATION**

- D5.01** There shall be no discrimination, interference, restriction, coercion, harassment, intimidation, or any disciplinary action exercised or practised with respect to an employee by reason of age, race, creed, colour, national origin, religious affiliation, sex, sexual orientation, family status, marital status, mental or physical disability, membership or activity in the Institute or conviction for which a pardon has been granted.
- D5.02** (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 D5.02 (a) a level in the grievance procedure is waived, no other level shall be waived except by mutual agreement.

**PART E
PAY AND DURATION**

****ARTICLE E1
PAY**

- E1.01** Except as provided in clauses E1.01 to E1.08 inclusive, and the Notes to Appendix "A" of this Agreement, the terms and conditions governing the application of pay to employees are not affected by this Agreement.
- E1.02** An employee is entitled to be paid for services rendered at:
- (a) the pay specified in Appendix "A" for the classification of the position to which he is appointed, if the classification coincides with that prescribed in his certificate of appointment,
- or
- (b) the pay specified in Appendix "A" for the classification prescribed in the employee's certificate of appointment, if that classification and the classification of the position to which such employee is appointed do not coincide.
- E1.03** The rates of pay set forth in Appendix "A" shall become effective on the date specified therein.
- E1.04** Only rates of pay and compensation for overtime and vacation leave credits which have been paid to an employee during the retroactive period will be recomputed and the difference between the amount paid on the old rates of pay and the amount payable on the new rates of pay will be paid to the employee.

E1.05 Pay Administration

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

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

**

E1.06 Rates of Pay

Where the rates of pay set forth in Appendix "A" have an effective date prior to the date of signing of this Agreement, the following shall apply:

- (a) "retroactive period" for the purpose of subparagraphs (b) to (e) means the period from the effective date of the revision up to and including the day before 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 the case of death, the estates of former employees, who were employees in the bargaining unit during the retroactive period;
- (c) for initial appointments made during the retroactive period, the rate of pay selected in the revised rates of pay is the rate which is shown immediately below the rate of pay being received prior to the revision;
- (d) for promotions, demotions, transfers or acting situations effective during the retroactive period, the rate of pay shall be recalculated, in accordance with the Public Service Terms and Conditions of Employment Policy, using the revised rates of pay. If the recalculated rate of pay is less than the rate of pay the employee was previously receiving, the revised rate of pay shall be the rate, which is nearest to, but not less than the rate of pay being received prior to the revision. However, where the recalculated rate is at a lower step in the range, the new rate shall be the rate of pay shown immediately below the rate of pay being received prior to the revision;
- (e) no payment nor notification shall be made pursuant to sub-clause (b) for one dollar (\$1.00) or less.

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.

E1.08 Acting Pay

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

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

E1.09 If, during the term of this Agreement a new classification standard for the group is established and implemented by the Employer, the Employer shall, before applying rates of pay to new levels resulting from the application of the standard, negotiate with the Institute the rates of pay and the rules affecting the pay of employees on their movement to the new levels.

**** 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 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, which the Institute has opted to take part in consultation, 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:

- Bilingualism Bonus Directive;
- Commuting Assistance Directive;
- First Aid to the General Public – Allowance for Employees;
- Foreign Service Directives;

- Isolated Posts and Government Housing Directive;
 - NJC Relocation Directive;
 - Occupational Safety and Health Directive;
 - Public Service Health Care Plan Directive;
 - Travel Directive;
 - Uniforms Directive;
- (b) During the term of this Collective Agreement, other directives may be added to the above list.
- (c) Grievances in regard to the above NJC directives shall be filed in accordance with clause C10.25 of the grievance procedure in this Collective Agreement.

**ARTICLE E3
AGREEMENT RE-OPENER**

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

****ARTICLE E4
DURATION**

E4.01 The duration of this Collective Agreement shall be from the date it is signed to September 30, 2018.

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

Signed at Ottawa, this 28th day of the month of June, 2019.

Canadian Food Inspection Agency

Siddika Mithani, Ph.D.
Darlène de Gravina
Sylvie Des Marchais
Barbara Doan
Renee Lavigne
Kelvin Mathuik
Kenneth Murray
Karen Alexander
Christine Gallinger
Michael Jones
Stephen Whitworth
Brenda A. Dagenais

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

Debi Daviau
Frederick Jamieson
Hussien Bashah
Terry Petrow
Umadatt Singh
Maryse Valiquette
Cara Ryan

APPENDIX "A"

AG - AGRICULTURE GROUP (BUD 99504)

ANNUAL RATES OF PAY (in dollars)

\$: Effective October 1, 2013

A: Effective October 1, 2014

AG-01

From:	\$	44418	to	52828*/	53898	55986	58073	60165	62254	64695
To:	A	44973	to	53488*/	54572	56686	58799	60917	63032	65504

*(with intermediate steps of \$10)

AG-02

From:	\$	59011	61541	64089	66620	69159	71698	74232	76490	78784
To:	A	59749	62310	64890	67453	70023	72594	75160	77446	79769

AG-03

From:	\$	70200	73250	76300	79358	82403	85206	87733	92094
To:	A	71078	74166	77254	80350	83433	86271	88830	93245

AG-04

From:	\$	83114	86326	89548	92759	95981	98920	101887
To:	A	84153	87405	90667	93918	97181	100157	103161

AG-05

From:	\$	94644	98201	101760	105203	108363	111523
To:	A	95827	99429	103032	106518	109718	112917

APPENDIX "A"

BI - BIOLOGICAL SCIENCES GROUP (BUD 99506)

ANNUAL RATES OF PAY (in dollars)

\$: Effective October 1, 2013

A: Effective October 1, 2014

BI-01

From:	\$	44418	to	52828*/	53898	55986	58073	60165	62254	64695
To:	A	44973	to	53488*/	54572	56686	58799	60917	63032	65504

*(with intermediate steps of \$10)

BI-02

From:	\$	59011	61541	64089	66620	69159	71698	74232	76490	78784
To:	A	59749	62310	64890	67453	70023	72594	75160	77446	79769

BI-03

From:	\$	70200	73250	76300	79358	82403	85206	87733	92094
To:	A	71078	74166	77254	80350	83433	86271	88830	93245

BI-04

From:	\$	83114	86326	89548	92759	95981	98920	101887
To:	A	84153	87405	90667	93918	97181	100157	103161

BI-05

From:	\$	94644	98201	101760	105203	108363	111523
To:	A	95827	99429	103032	106518	109718	112917

APPENDIX "A"

**CH - CHEMISTRY GROUP
(BUD 99507)**

**ANNUAL RATES OF PAY
(in dollars)**

\$: Effective October 1, 2013

A: Effective October 1, 2014

CH-01

From:	\$	44418	to	52828*/	53898	55986	58073	60165	62254	64695
To:	A	44973	to	53488*/	54572	56686	58799	60917	63032	65504

*(with intermediate steps of \$10)

CH-02

From:	\$	59011	61541	64089	66620	69159	71698	74232	76490	78784
To:	A	59749	62310	64890	67453	70023	72594	75160	77446	79769

CH-03

From:	\$	70200	73250	76300	79358	82403	85206	87733	92094
To:	A	71078	74166	77254	80350	83433	86271	88830	93245

CH-04

From:	\$	83114	86326	89548	92759	95981	98920	101887
To:	A	84153	87405	90667	93918	97181	100157	103161

CH-05

From:	\$	94644	98201	101760	105203	108363	111523
To:	A	95827	99429	103032	106518	109718	112917

APPENDIX "A"

CO - COMMERCE GROUP (BUD 99526)

ANNUAL RATES OF PAY (in dollars)

\$: Effective October 1, 2013
A: Effective October 1, 2014
B: Effective October 1, 2015
C: Effective October 1, 2016
D: Effective October 1, 2017

CO -DEV

From:	\$	27406	to	58759*/
To:	A	27749	to	59493*/
	B	28096	to	60237*/
	C	28447	to	60990*/
	D	28803	to	61752*/

*(with intermediate steps of \$10)

CO-01

From:	\$	50976	53384	55786	58195	60596	63009	65415	67814	70565
To:	A	51613	54051	56483	58922	61353	63797	66233	68662	71447
	B	52258	54727	57189	59659	62120	64594	67061	69520	72340
	C	52911	55411	57904	60405	62897	65401	67899	70389	73244
	D	53572	56104	58628	61160	63683	66219	68748	71269	74160

CO-02

From:	\$	66448	69911	73372	76835	80289	83752	87208	90680	94136	98073
To:	A	67279	70785	74289	77795	81293	84799	88298	91814	95313	99299
	B	68120	71670	75218	78767	82309	85859	89402	92962	96504	100540
	C	68972	72566	76158	79752	83338	86932	90520	94124	97710	101797
	D	69834	73473	77110	80749	84380	88019	91652	95301	98931	103069

CO-03

From:	\$	81443	85299	89150	93000	96852	100704	104326	108476
To:	A	82461	86365	90264	94163	98063	101963	105630	109832
	B	83492	87445	91392	95340	99289	103238	106950	111205
	C	84536	88538	92534	96532	100530	104528	108287	112595
	D	85593	89645	93691	97739	101787	105835	109641	114002

CO-04

From:	\$	92982	97190	101360	105277	109204	113108	117593
To:	A	94144	98405	102627	106593	110569	114522	119063
	B	95321	99635	103910	107925	111951	115954	120551
	C	96513	100880	105209	109274	113350	117403	122058
	D	97719	102141	106524	110640	114767	118871	123584

APPENDIX "A"

EN-ENG- ENGINEERING AND LAND SURVEY GROUP (BUD 99510)

ANNUAL RATES OF PAY (in dollars)

\$: Effective October 1, 2013
A: Effective October 1, 2014
B: Effective October 1, 2015
C: Effective October 1, 2016
D: Effective October 1, 2017

EN-ENG-01

From:	\$	42328	to	50780*/	52668
To:	A	42857	to	51415*/	53326
	B	43393	to	52058*/	53993
	C	43935	to	52709*/	54668
	D	44484	to	53368*/	55351

*(with intermediate steps of \$10)

EN-ENG-02

From:	\$	52753	54960	57326	59531	61730	64031
To:	A	53412	55647	58043	60275	62502	64831
	B	54080	56343	58769	61028	63283	65641
	C	54756	57047	59504	61791	64074	66462
	D	55440	57760	60248	62563	64875	67293

EN-ENG-03

From:	\$	63731	66413	69176	71928	74682	77437	83178
To:	A	64528	67243	70041	72827	75616	78405	84218
	B	65335	68084	70917	73737	76561	79385	85271
	C	66152	68935	71803	74659	77518	80377	86337
	D	66979	69797	72701	75592	78487	81382	87416

EN-ENG-04

From:	\$	74832	77825	80811	83802	86798	89789	92500
To:	A	75767	78798	81821	84850	87883	90911	93656
	B	76714	79783	82844	85911	88982	92047	94827
	C	77673	80780	83880	86985	90094	93198	96012
	D	78644	81790	84929	88072	91220	94363	97212

EN-ENG-05

From:	\$	85856	89353	92830	96324	99816	103315	109905
To:	A	86929	90470	93990	97528	101064	104606	111279
	B	88016	91601	95165	98747	102327	105914	112670
	C	89116	92746	96355	99981	103606	107238	114078
	D	90230	93905	97559	101231	104901	108578	115504

EN-ENG-06

From:	\$	96134	99840	103545	107257	110972	114680	118944
To:	A	97336	101088	104839	108598	112359	116114	120431
	B	98553	102352	106149	109955	113763	117565	121936
	C	99785	103631	107476	111329	115185	119035	123460
	D	101032	104926	108819	112721	116625	120523	125003

APPENDIX "A"

ES - ECONOMICS, SOCIOLOGY AND STATISTICS GROUP (BUD 99508)

ANNUAL RATES OF PAY (in dollars)

\$: Effective October 1, 2013
A: Effective October 1, 2014
B: Effective October 1, 2015
X: Effective October 1, 2016
C: Effective October 1, 2016
D: Effective October 1, 2017

ES-01

From: \$	29310	to	54267	56284		
To: A	29676	to	54945	56988		
B	30047	to	55632	57700		
X	30047	to	55632	57700	58277	
C	30423	to	56327	58421	59005	
D	30803	to	57031	59151	59743	

*(with intermediate steps of \$10)

ES-02

From: \$	51759	53495	55233	56726	58706	60891
To: A	52406	54164	55923	57435	59440	61652
B	53061	54841	56622	58153	60183	62423
X	54841	56622	58153	60183	62423	64296
C	55527	57330	58880	60935	63203	65100
D	56221	58047	59616	61697	63993	65914

ES-03

From: \$	58740	61109	63491	65857	68254	70652	73280
To: A	59474	61873	64285	66680	69107	71535	74196
B	60217	62646	65089	67514	69971	72429	75123
X	62646	65089	67514	69971	72429	75123	77377
C	63429	65903	68358	70846	73334	76062	78344
D	64222	66727	69212	71732	74251	77013	79323

ES-04

From: \$	73593	76012	78683	81359	84016	86394
To: A	74513	76962	79667	82376	85066	87474
B	75444	77924	80663	83406	86129	88567
X	77924	80663	83406	86129	88567	92110
C	78898	81671	84449	87206	89674	93261
D	79884	82692	85505	88296	90795	94427

ES-05

From:	\$	83592	86273	88956	92319	95640	99199
To:	A	84637	87351	90068	93473	96836	100439
	B	85695	88443	91194	94641	98046	101694
	X	88443	91194	94641	98046	101694	104745
	C	89549	92334	95824	99272	102965	106054
	D	90668	93488	97022	100513	104252	107380

ES-06

From:	\$	97167	100549	103819	106967	110945	
To:	A	98382	101806	105117	108304	112332	
	B	99612	103079	106431	109658	113736	
	X	103079	106431	109658	113736	117148	
	C	104367	107761	111029	115158	118612	
	D	105672	109108	112417	116597	120095	

ES-07

From:	\$	106261	109424	112601	115784	118693	
To:	A	107589	110792	114009	117231	120177	
	B	108934	112177	115434	118696	121679	
	X	112177	115434	118696	121679	126546	
	C	113579	116877	120180	123200	128128	
	D	114999	118338	121682	124740	129730	

APPENDIX "A"

PG - PURCHASING AND SUPPLY GROUP (BUD 99525)

ANNUAL RATES OF PAY (in dollars)

\$: Effective October 1, 2013
A: Effective October 1, 2014
B: Effective October 1, 2015
X: Effective October 1, 2016
Y: Effective October 1, 2016
C: Effective October 1, 2016
D: Effective October 1, 2017

PG-01

From:	\$	31139	33143	35160	37168	39174	41171	43182
To:	A	31528	33557	35600	37633	39664	41686	43722
	B	31922	33976	36045	38103	40160	42207	44269
	X	32241	34316	36405	38484	40562	42629	44712
	Y	32241	34316	36405	38484	40562	42629	44712
	C	32644	34745	36860	38965	41069	43162	45271
	D	33052	35179	37321	39452	41582	43702	45837

PG-01 (continued)

From:	\$	45189	47195	49207	51212	53479		
To:	A	45754	47785	49822	51852	54147		
	B	46326	48382	50445	52500	54824		
	X	46789	48866	50949	53025	55372		
	Y	46789	48866	50949	53025	56064		
	C	47374	49477	51586	53688	56765		
	D	47966	50095	52231	54359	57475		

PG-02

From:	\$	51459	53742	56033	58316	60890		
To:	A	52102	54414	56733	59045	61651		
	B	52753	55094	57442	59783	62422		
	X	53281	55645	58016	60381	63046		
	Y	53281	55645	58016	60381	63834		
	C	53947	56341	58741	61136	64632		
	D	54621	57045	59475	61900	65440		

PG-03

From:	\$	57264	59831	62382	64930	67801		
To:	A	57980	60579	63162	65742	68649		
	B	58705	61336	63952	66564	69507		
	X	59292	61949	64592	67230	70202		
	Y	59292	61949	64592	67230	71080		
	C	60033	62723	65399	68070	71969		
	D	60783	63507	66216	68921	72869		

PG-04

From:	\$	67613	70627	73651	77059	80488
To:	A	68458	71510	74572	78022	81494
	B	69314	72404	75504	78997	82513
	X	70007	73128	76259	79787	83338
	Y	70007	73128	76259	79787	84380
	C	70882	74042	77212	80784	85435
	D	71768	74968	78177	81794	86503

PG-05

From:	\$	79561	83135	86703	90048	94300
To:	A	80556	84174	87787	91174	95479
	B	81563	85226	88884	92314	96672
	X	82379	86078	89773	93237	97639
	C	83409	87154	90895	94402	98859
	D	84452	88243	92031	95582	100095

PG-06

From:	\$	89752	91579	93267	94962	96659	98340	102709
To:	A	90874	92724	94433	96149	97867	99569	103993
	B	92010	93883	95613	97351	99090	100814	105293
	X	92930	94822	96569	98325	100081	101822	106346
	C	94092	96007	97776	99554	101332	103095	107675
	D	95268	97207	98998	100798	102599	104384	109021

APPENDIX "A"

SE-RES - RESEARCH SCIENTIST GROUP (BUD 99515)

ANNUAL RATES OF PAY (in dollars)

\$: Effective October 1, 2013
A: Effective October 1, 2014
B: Effective October 1, 2015
X: Effective October 1, 2016
C: Effective October 1, 2016
D: Effective October 1, 2017

SE-RES-01

From: \$	52695	55466	58238	61015	63788	66556	69331	71825
To: A	53354	56159	58966	61778	64585	67388	70198	72723
B	54021	56861	59703	62550	65392	68230	71075	73632
X	54021	56861	59703	62550	65392	68230	71075	73853
C	54696	57572	60449	63332	66209	69083	71963	74776
D	55380	58292	61205	64124	67037	69947	72863	75711

SE-RES-02

From: \$	65430	69509	73577	77652	81726	85797	89870	93944	98015	101804
To: A	66248	70378	74497	78623	82748	86869	90993	95118	99240	103077
B	67076	71258	75428	79606	83782	87955	92130	96307	100481	104365
X	67076	71258	75428	79606	83782	87955	92130	96307	100481	104407
C	67914	72149	76371	80601	84829	89054	93282	97511	101737	105712
D	68763	73051	77326	81609	85889	90167	94448	98730	103009	107033

SE-RES-03

From: \$	82688	85951	89215	92475	95743	99007	102272	105532	108797	111782
To: A	83722	87025	90330	93631	96940	100245	103550	106851	110157	113179
B	84769	88113	91459	94801	98152	101498	104844	108187	111534	114594
X	84769	88113	91459	94801	98152	101498	104844	108187	111534	115855
C	85829	89214	92602	95986	99379	102767	106155	109539	112928	117303
D	86902	90329	93760	97186	100621	104052	107482	110908	114340	118769

SE-RES-04

From: \$	99027	102652	106274	109898	113523	117154	120766	124110
To: A	100265	103935	107602	111272	114942	118618	122276	125661
B	101518	105234	108947	112663	116379	120101	123804	127232
X	101518	105234	108947	112663	116379	120101	123804	128632
C	102787	106549	110309	114071	117834	121602	125352	130240
D	104072	107881	111688	115497	119307	123122	126919	131868

SE-RES-05

From:	\$	108429	112403	116366	120335	124303	128269	132238	135927
To:	A	109784	113808	117821	121839	125857	129872	133891	137626
	B	111156	115231	119294	123362	127430	131495	135565	139346
	X	111156	115231	119294	123362	127430	131495	135565	140809
	C	112545	116671	120785	124904	129023	133139	137260	142569
	D	113952	118129	122295	126465	130636	134803	138976	144351

APPENDIX "A"

SE-REM - RESEARCH MANAGER GROUP (BUD 99516)

ANNUAL RATES OF PAY (in dollars)

\$: Effective October 1, 2013
A: Effective October 1, 2014
B: Effective October 1, 2015
C: Effective October 1, 2016
D: Effective October 1, 2017

SE-REM-01

From:	\$	84366	87628	90893	94155	97420	100682	103947	107209	110476	113460
To:	A	85421	88723	92029	95332	98638	101941	105246	108549	111857	114878
	B	86489	89832	93179	96524	99871	103215	106562	109906	113255	116314
	C	87570	90955	94344	97731	101119	104505	107894	111280	114671	117768
	D	88665	92092	95523	98953	102383	105811	109243	112671	116104	119240

SE-REM-02

From:	\$	97280	100580	103878	107182	110476	113774	117075	120374	123669	126689
To:	A	98496	101837	105176	108522	111857	115196	118538	121879	125215	128273
	B	99727	103110	106491	109879	113255	116636	120020	123402	126780	129876
	C	100974	104399	107822	111252	114671	118094	121520	124945	128365	131499
	D	102236	105704	109170	112643	116104	119570	123039	126507	129970	133143

APPENDIX "A"

SR - REGULATORY SCIENCE GROUP (BUD 99600)

ANNUAL RATES OF PAY (in dollars)

Y: Effective April 1, 2015
B: Effective October 1, 2015
X: Effective October 1, 2016
C: Effective October 1, 2016
D: Effective October 1, 2017

SR-01

From:	Y	44973	to	53488	54572	56686	58799	60917	63032	65504	
To:	B	45535	to	54157	55254	57395	59534	61678	63820	66323	
	X			54157	55254	57395	59534	61678	63820	66323	68047
	C			54834	55945	58112	60278	62449	64618	67152	68898
	D			55519	56644	58838	61031	63230	65426	67991	69759

SR-02

From:	Y	59749	62310	64890	67453	70023	72594	75160	77446	79769
To:	B	60496	63089	65701	68296	70898	73501	76100	78414	80766
	X	60496	63089	65701	68296	70898	73501	76100	78414	80766
	C	61252	63878	66522	69150	71784	74420	77051	79394	81776
	D	62018	64676	67354	70014	72681	75350	78014	80386	82798

SR-03

From:	Y	71078	74166	77254	80350	83433	86271	88830	93245
To:	B	71966	75093	78220	81354	84476	87349	89940	94411
	X	75093	78220	81354	84476	87349	89940	94411	95799
	C	76032	79198	82371	85532	88441	91064	95591	96996
	D	76982	80188	83401	86601	89547	92202	96786	98208

SR-04

From:	Y	84153	87405	90667	93918	97181	100157	103161	
To:	B	85205	88498	91800	95092	98396	101409	104451	
	X	88498	91800	95092	98396	101409	104451	105684	109668
	C	89604	92948	96281	99626	102677	105757	107005	111039
	D	90724	94110	97485	100871	103960	107079	108343	112427

SR-05

From:	Y	95827	99429	103032	106518	109718	112917		
To:	B	97025	100672	104320	107849	111089	114328		
	X	100672	104320	107849	111089	114328	116603	119693	
	C	101930	105624	109197	112478	115757	118061	121189	
	D	103204	106944	110562	113884	117204	119537	122704	

****PAY NOTES**

Pay Notes 1 to 10 inclusive do not apply to employees classified in the SE group.

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

Pay Increments for Full-Time and Part-Time Employees

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

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

Pay Increments for Full-Time and Part-Time Employees

- (4) For all employees paid in that part of a scale of rates identified by \$10 intermediate steps, the pay increment period is six (6) months and a pay increment shall be four hundred dollars (\$400), or such higher amount that the Employer may determine, provided that the last rate in that part of the scale of rates identified by \$10 intermediate steps is not exceeded.
- (5) An increase from that part of a scale identified by \$10 intermediate steps to the first step in the fixed incremental part of the scale shall take place on the date on which the Employer certifies that the employee should be paid at that rate.
- (6) Every employee being paid in that part of a scale identified by \$10 intermediate steps will have his performance reviewed by the Employer within two (2) years of his appointment to that part of the scale with a view to ascertaining whether the employee should be paid at the first step in the fixed incremental part of the scale. On the basis of this review, the Employer will decide whether to certify that the employee should be paid at that point in time at the first step in that part of the scale. An employee who continues to be paid in that part of the scale identified by \$10 intermediate steps after the second anniversary of his appointment will have his performance reviewed at least annually thereafter.

**

(C) PAY ADJUSTMENTS

**

- (7) Except in the case of employees being paid in that part of a scale of rates identified by \$10 intermediate steps, an employee shall, on the relevant effective date of adjustment to rates of pay, be paid in the "A", "B", "C" or "D", scales of rates at the rate shown immediately below his former rate.

**

- (8) An employee being paid in that part of a scale of rates identified by \$10 intermediate steps shall, on the relevant effective date of adjustment to rates of pay, be paid in the:
- (a) "A" scale of rates at a rate which is nearest to but not more than 1.25% higher than his former rate of pay;
 - (b) "B" scale of rates at a rate which is nearest to but not more than 1.25% higher than his former rate of pay;
 - (c) "C" scale of rates at a rate which is nearest to but not more than 1.25% higher than his former rate of pay;
 - (d) "D" scale of rates at a rate which is nearest to but not more than 1.25% higher than his former rate of pay;

**

(D) CONVERSION - SR

**

- (9) Effective April 1, 2015, an employee shall be paid in the "Y" line corresponding to the classification of his or her substantive position under the SR standard, at the rate of pay that is closest to but not less than the employee's former rate of pay on April 1, 2015.

**

(E) RESTRUCTURE - ES, SR

**

- (10) On date of restructure, October 1, 2016 in the "X" scale, prior to any economic increase:

**

- (a) Employees that were on the former maximum step, for more than 12 months, will move to the next step closest to their former rate of pay;

**

- (b) Employees who were in the eliminated steps will automatically move to the next step closest to their former rate of pay;

- ****
- (c) Employees who moved in the pay scale on the date of restructure will have their next increment date established by using the 12 month period counting from the date of the restructure.

Pay Notes 11 to 14 inclusive apply only to employees classified in the SE group.

(F) PAY INCREMENTS

Pay Increments for Full-Time and Part-Time Employees

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

- (12) (a) Notwithstanding Pay Note 11 an employee who is initially appointed from outside the Public Service or is promoted into the Scientific Research classification or promoted between the RES and REM classifications shall be considered for a first pay increment on the first (1st) of April immediately following the employee's date of appointment, provided:

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

and

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

- (b) Notwithstanding Pay Note 12 (a), an employee who is transferred to the Scientific Research classification shall be considered for a first pay increment on the first (1st) of April immediately following the employee's date of appointment, provided the employee did not receive an increment in his former classification since the preceding October 1st.

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

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

**

(G) PAY ADJUSTMENT

**

- (14) An employee shall, on the relevant effective date of adjustment to rates of pay, be paid in the "A", "B", "C" or "D", scales of rates at the rate shown immediately below his former rate.

****LOWEST INCREMENT TABLE**

AG/BI/CH Groups

	Oct. 1/14
AG/BI/CH-02	2286
AG/BI/CH-03	2559
AG/BI/CH-04	2976
AG/BI/CH-05	3199

CO Group

	Oct. 1/14	Oct. 1/15	Oct. 1/16	Oct. 1/17
CO-01	2429	2459	2490	2521
CO-02	3498	3542	3586	3630
CO-03	3667	3712	3759	3806
CO-04	3953	4003	4053	4104

EN-ENG Group

	Oct. 1/14	Oct. 1/15	Oct. 1/16	Oct. 1/17
EN-ENG-02	2227	2255	2283	2312
EN-ENG-03	2715	2749	2783	2818
EN-ENG-04	2745	2780	2814	2849
EN-ENG-05	3520	3564	3609	3654
EN-ENG-06	3751	3797	3845	3893

ES Group

	Oct. 1/14	Oct. 1/15	Oct. 1/16	Oct. 1/17
ES-02	1512	1531	1550	1569
ES-03	2395	2425	2282	2310
ES-04	2408	2438	2468	2499
ES-05	2714	2748	2785	2820
ES-06	3187	3227	3268	3309
ES-07	2946	2983	3020	3058

PG Group

	Oct. 1/14	Oct. 1/15	Oct. 1/16	Oct. 1/17
PG-01	2022	2047	2093	2120
PG-02	2312	2341	2394	2424
PG-03	2580	2612	2671	2705
PG-04	3052	3090	3160	3200
PG-05	3387	3430	3507	3551
PG-06	1702	1724	1763	1785

SE Group

	Oct. 1/14	Oct. 1/15	Oct. 1/16	Oct. 1/17
SE-RES-01	2525	2557	2813	2848
SE-RES-02	3837	3884	3975	4024
SE-RES-03	3022	3060	3384	3426
SE-RES-04	3385	3428	3750	3797
SE-RES-05	3735	3781	4114	4166
SE-REM-01	3021	3059	3097	3136
SE-REM-02	3058	3096	3134	3173

SR Group

	Apr. 1/15	Oct. 1/15	Oct. 1/16	Oct. 1/17
SR-01	N/A	N/A	1111	1125
SR-02	2286	2314	2343	2372
SR-03	2559	2591	1405	1422
SR-04	2976	3013	1248	1264
SR-05	3199	3239	2304	2333

****APPENDIX B**

Canadian Food Inspection Agency

Employment Transition

Scientific and Analytical (S&A) Group

General

Application

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

Collective Agreement

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

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

Effective Date

This Appendix is effective on the date of signing.

Policy

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

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

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

**

Definitions

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

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

Agency (Agence) - means the Canadian Food Inspection Agency as defined in Schedule V of the *Financial Administration Act*, and the several positions in or under the jurisdiction of the Canadian Food Inspection Agency for which the Agency has the sole authority to appoint.

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

**

Education Allowance (indemnité d'étude) - is one (1) of the options provided to an indeterminate employee affected by a normal employment transition situation for whom the President cannot guarantee a reasonable job offer. The Education Allowance is a lump sum payment, equivalent to the Transitional Support Measure (see Annex A), plus a reimbursement of tuition from a recognized learning institution, book and relevant equipment costs, up to a maximum of fifteen thousand dollars (\$15,000.00).

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

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

Lay-off notice (avis de mise en disponibilité) - is a written notice of lay-off to be given to a surplus employee at least one (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/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 (employé optant) - is an indeterminate employee whose services will no longer be required as a result of an employment transition situation and who has not received a guarantee of a reasonable job offer from the President and who has 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 Agency’s Travel Policy.

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

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

Relocation of work unit (réinstallation d’une unité de travail) - is the authorized move of a work unit of any size to a place of duty beyond what, according to local custom, is normal commuting distance from the former work location and from the employee’s current residence.

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

Surplus employee (employé excédentaire) – is an indeterminate employee who has been provided a formal written notice by the President declaring him or her surplus.

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

**

Transition Support Measure (mesure de soutien à la transition) - is one (1) of three (3) options provided to an opting employee for whom the President cannot guarantee a reasonable job offer. The Transition Support Measure 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 (12)-Month Surplus Priority Period in which to secure a reasonable job offer (Priorité d'employé excédentaire d'une durée de douze (12) 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.

**

Enquiries

Enquiries about this Appendix should be referred to the employee's Bargaining Agent, or to the Human Resource Advisor serving the employee's work site. Human Resource Advisors serving the employee's work site may, in turn, direct questions regarding the application of this Appendix to the 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 Resource 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 appointment of the Agency's affected employees, surplus employees, and laid-off persons.

1.1.6 When the President determines that the services of an employee are no longer required beyond a specified date due to an employment transition, the President shall provide the employee with a written notification to that effect. Such a communication shall also indicate if the employee:

(a) is being provided a guarantee of a reasonable job offer from the President and that the employee will be in surplus status for 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 they know or can predict employment availability within the Agency.

1.1.8 Where the President cannot provide a guarantee of a reasonable job offer, the President will provide one hundred and twenty (120) days to opting employees to consider the three Options outlined in Part VI of this Appendix before a decision is required of them. If the opting employee fails to select an option no later than the one hundred and twentieth (120th) day, the employee will be deemed to have selected Option (a); that is, the Twelve (12)-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 his or her duties have already ceased to exist.

- 1.1.10** The Agency shall advise and consult with the Bargaining Agent representatives as completely as possible regarding any employment transition situation as soon as possible after the decision has been made and throughout the process. The Agency will make available to the Bargaining Agent the name and work location of affected employees.
- 1.1.11** A recommendation will be provided to the President when an employee is not considered suitable for appointment. The Agency shall advise the employee and his/her Bargaining Agent of that recommendation. The Agency shall provide to the employee a copy of the written recommendation provided to the President, indicating the reasons for the recommendation together with any enclosures. The Agency shall also advise the employee that he/she may make oral or written submissions about the matter to the President prior to a decision being taken. Where the President does not accept the recommendation, he/she shall provide the surplus period required under this Appendix, beginning on the date the employee is advised of the decision.
- 1.1.12** The President shall decide whether employees are suitable for appointment. Where the President decides that an employee is not suitable, he/she shall advise the employee, and his/her representative of the decision as to whether the employee is entitled to a surplus and lay-off priority. The President shall also inform the Bargaining Agent of this decision.
- 1.1.13** The Agency shall provide an employee with a copy of this Appendix simultaneous with the official notification to an employee to whom this Appendix applies that he or she has become subject to an employment transition situation.
- 1.1.14** The Agency is responsible for counselling and advising their affected employees on their opportunities of finding continuing employment within the Agency.
- 1.1.15** The Agency shall apply this Appendix so as to keep actual involuntary lay-offs to a minimum.
- 1.1.16** Appointment of surplus employees to alternative positions, whether with or without retraining, shall normally be at a level equivalent to that previously held by the employee, but this does not preclude appointment to a lower level. The Agency shall avoid appointment to a lower level except where all other avenues have been exhausted.
- 1.1.17** The Agency shall appoint as many of their own surplus employees or laid-off persons as possible, or identify alternative positions (both actual and anticipated) for which individuals can be retrained.
- 1.1.18** Relocation of surplus employees or laid-off persons shall be undertaken to enable their appointment to an alternate position, providing that:
- (a) there are no available priority persons, who are qualified and interested in the position being filled;
- or

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

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

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

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

1.1.22 The Agency shall protect the indeterminate status and surplus priority of a surplus indeterminate employee appointed to a term position under this Appendix.

**

1.1.23 The Agency shall review the use of private temporary personnel, 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, he or she 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 employee's perspective (referrals, interviews or boards, feedback to the employee, follow-up by the Agency, how the employee can obtain job information and prepare for an interview, etc.);
- (d) preparation of a curriculum vitae or resume;
- (e) the employee's rights and obligations;
- (f) the employee's current situation (e.g. pay, benefits such as severance pay and superannuation, classification, language rights, years of service);
- ** (g) alternatives or opportunities that might be available to the employee (the alternation process, appointment, relocation, retraining, lower-level employment, term employment, retirement including possibility of waiver of penalty if entitled to an annual allowance, Transition Support Measure, Education Allowance, pay in lieu of unfulfilled surplus period, resignation, accelerated lay-off);
- (h) the meaning of a guarantee of reasonable job offer, a Twelve (12)-Month Surplus Priority Period in which to secure a reasonable job offer, a Transition Support Measure, and Education Allowance;
- (i) repeat counselling as long as the individual is entitled to a staffing priority and has not been appointed;
- ** (j) the Human Resource Centres and their services (including a recommendation that the employee register with the nearest office as soon as possible);
- (k) preparation for interviews with prospective Employers;
- (l) advising the employee that refusal of a reasonable job offer will jeopardize both chances for retraining and overall employment continuity;

- ** (m) the options for employees 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 employees 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; and
- ** (o) advising employees of the right to be represented by the Institute in the application of this Appendix.

- 1.1.30** The Agency shall ensure that, when it is required to facilitate appointment, a retraining plan is prepared and agreed to in writing by the employee and the appropriate manager.
- 1.1.31** Any surplus employee who resigns under this Appendix shall be deemed, for the purposes of severance pay and retroactive remuneration, to be involuntarily laid off on the day the President accepts the employee's resignation in writing.
- 1.1.32** Severance pay and other benefits flowing from other clauses in collective agreements are separate from, and in addition to, those in this Appendix.
- 1.1.33** The Agency shall establish and modify staffing policies and procedures to ensure the most effective and efficient means of maximizing the appointment of surplus employees and laid-off persons.
- 1.1.34** The President shall temporarily restrict or suspend any authority delegated to managers to make appointments in specified occupational groups when the President determines such action is necessary.
- 1.1.35** The Agency shall actively market surplus employees and laid-off persons to all appropriate managers unless the individuals have advised the President in writing that they are not available for appointment.
- 1.1.36** The Agency shall determine, to the extent possible, the occupations for which there are skill shortages for which surplus employees or laid-off persons could be retrained.
- 1.1.37** The Agency shall provide information directly to the Bargaining Agent on the numbers and status of their members who are in the Agency Priority Administration System, through reports to the Professional Institute of the Public Service of Canada.
- 1.1.38** The Agency shall, wherever possible, ensure that reinstatement priority is given to all employees who are subject to salary protection as a result of action taken pursuant to the Appendix.

- 1.1.39** (a) For the priority period, in cases where an offer of indeterminate employment is provided to a surplus or laid-off employee by a cooperating Employer (paragraph 1.1.4), the payment of salary costs and other authorized costs such 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 (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 resumes);
 - (d) ensuring that they can be easily contacted by the Agency;
 - (e) ensuring they attend appointments related to referrals;

- (f) seriously considering employment opportunities within the Agency presented to them including but not limited to retraining and relocation possibilities, specified period appointments and lower-level appointments.

**

1.2.3 Opting employees are responsible for:

- (a) considering the Options outlined of Part VI of this Appendix;
- (b) communicating their choice of Options, in writing, to their manager no later than one hundred and twenty (120) days after being declared opting; and

**

- (c) submitting the 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, nothing precludes the Agency from offering the relocated position to employees in receipt of a guarantee of a reasonable job offer, after having spent as much time as operations permit looking for a reasonable job offer in the employee's location preference area.

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

Part IV

Retraining

4.1 General

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

(a) existing vacancies,

or

(b) anticipated vacancies identified by management.

4.1.2 The Agency shall be responsible for identifying situations where retraining can facilitate the appointment of surplus employees and laid-off persons; however, this does not preclude the employee's obligation to assist in 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.
- 4.2.3** Once a retraining plan has been initiated, its continuation and completion are subject to the ongoing successful performance by the employee at a learning institution or ongoing satisfactory performance if the training is “on-the-job”.
- 4.2.4** While on retraining, a surplus employee continues to be employed by the Agency and is entitled to be paid in accordance with his or her current appointment.
- 4.2.5** When a retraining plan has been approved, the proposed lay-off date shall be extended to the end of the retraining period, subject to 4.2.3.
- 4.2.6** An employee, unsuccessful in retraining, may be laid off at the end of the surplus period, provided that the Employer has been unsuccessful in making the employee a reasonable job offer.

4.3 Laid-off persons

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

- (a) retraining is needed to facilitate the appointment of the individual to a specific vacant position;
- (b) the individual meets the minimum requirements for appointment to the group concerned;
- (c) there are no other available persons with a priority who qualify for the position;
and
- (d) the Agency cannot justify a decision not to retrain the individual.

4.3.2 When an individual is made an offer conditional on the successful completion of retraining, a retraining plan reviewed by the President shall be included in the letter of conditional offer. If the individual accepts the conditional offer, upon successful completion of retraining, he or she will be appointed on an indeterminate basis to that position. When an individual accepts an appointment to a position with a lower maximum rate of pay than the position from which he or she was laid-off, the employee will be salary protected in accordance with Part V.

Part V

Salary protection

5.1 Lower-level position

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

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

**

Part VI

Options for employees

**

6.1 General

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

**

6.1.2 Employees who are not in receipt of a guarantee of a reasonable job offer from the President have 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 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 (a), the Twelve (12)-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 (12)-Month Surplus Priority Period, the Transition Support Measure or the Education Allowance Option, the employee becomes ineligible for the TSM, the pay in lieu of unfulfilled surplus period or the Education Allowance.

**

6.1.6 A copy of any letter issued by the Agency 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 Programs

**

6.2.1 The Agency shall establish internal voluntary departure programs for employment transition situations involving five (5) or more employees working at the same group and level within the same work unit.

**

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

**

6.3.3 (a) Only opting and surplus employees who are surplus as a result of having chosen Option (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 Transition Support Measure 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. 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 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.

6.4 Options

6.4.1 Only opting employees will have access to the choice of Options below:
(a) (i) Twelve (12)-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 (12)-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 (a).
- (iii) When a surplus employee who has chosen, or is deemed to have chosen, Option (a) offers to resign before the end of the twelve-month surplus priority period, the President may authorize a lump-sum payment equal to the surplus employee's regular pay for the balance of the surplus period, up to a maximum of six (6) months. The amount of the lump sum payment for the pay in lieu cannot exceed the maximum of that which he or she would have received had they chosen Option (b) - The Transition Support Measure.
- (iv) The Agency will make every reasonable effort to market a surplus employee within the employee's surplus period and within his or her preferred area of mobility.

or

- ** (b) Transition Support Measure (TSM) is a 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 Transitional Support Measure (see Option (b) above) plus an amount of not more than fifteen thousand dollars (\$15,000.00) 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 (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 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 (b) or Option (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, and Option (b) and Option (c) (i), the employee relinquishes any priority rights for appointment upon acceptance of his or her resignation.

*

6.4.5 Employees choosing Option (c) (ii) who have not provided the Agency with a proof of registration from a learning institution twelve (12) months after starting their leave without pay period will be deemed to have resigned from the Agency, and be considered to be laid-off for purposes of severance pay.

**

6.4.6 Opting employees who choose Option (b) or Option (c) above will be entitled to up to one thousand dollars (\$1000.00) for receipted expenses incurred in obtaining financial planning advice.

*

6.4.7 An opting employee who has received pay in lieu of unfulfilled surplus period, a TSM or an Education Allowance and is re-appointed to that portion of the Public Service of Canada specified from time to time in Schedule I, IV or V of the *Financial Administration Act* shall reimburse the Receiver General for Canada by an amount corresponding to the period from the effective date of such re-appointment or hiring, to the end of the original period for which the TSM or Education Allowance was paid.

*

6.4.8 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 (a) refuses a reasonable job offer at any time during the Twelve (12)-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 reappointed to that portion of the Public Service of Canada specified from time to time in the *Financial Administration Act* Schedules I, IV and V, or is hired by the new Employer within the six (6) months immediately following his or her resignation, shall reimburse the Receiver General for Canada by an amount corresponding to the period from the effective date of such re-appointment or hiring, to the end of the original period for which the lump sum was paid.

*

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

- (a) such jobs are in remote areas of the country,
or
- (b) retraining and relocation costs are prohibitive,
or
- (c) prospects of reasonable alternative local employment (whether within or outside the Agency) are poor.

*

6.5.5 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 6.4.7 shall apply in relocation of work units where Agency work units:

- (a) are being relocated,

and
- (b) when the President decides that, in comparison to other options, it is preferable that certain employees be encouraged to stay in their jobs until the day of workplace relocation,

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

*

6.5.7 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.

**** Years of Service In The Public Service Transition Support Measure (TSM)**

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

27	52
28	52
29	52
30	49
31	46
32	43
33	40
34	37
35	34
36	31
37	28
38	25
39	22
40	19
41	16
42	13
43	10
44	7
45	4

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

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

APPENDIX C

VACATION CONVERSION TABLE

Annual Days	Annual Hours	Days per Month	Monthly Hours
15	112.5	1 ¹ / ₄	9.375
20	150	1 ² / ₃	12.5
22	165	1 ⁵ / ₆	13.75
23	172.5	1 ¹¹ / ₁₂	14.375
25	187.5	2 ¹ / ₁₂	15.625
27	202.5	2 ¹ / ₄	16.875
30	225	2 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 Regulations respecting Pay on Reclassification or Conversion where the Regulations are 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, with effect from December 13, 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 *Retroactive Remuneration Regulations*.

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 that rate on the date immediately prior to the effective date of a further economic increase, shall receive a lump sum payment equal to 100 per cent 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**

MEMORANDUM OF AGREEMENT (MOA)
BETWEEN
CANADIAN FOOD INSPECTION AGENCY
AND
PROFESSIONAL INSTITUTE OF THE PUBLIC SERVICE OF CANADA

The parties will:

1. Request that the FPSLREB endorse this entire MOA providing it with the force of a Board Order, with which the parties shall comply.

The Employer will:

1. on a quarterly basis, disclose to the Bargaining Agent the home mailing addresses and home telephone numbers of its employees belonging to the S&A bargaining unit that the Employer possesses in its human resources information system. The Employer will endeavour to provide this information to the Bargaining Agent within four months of the FPSLREB Order endorsing this MOA;
2. subject to the receipt of an express written consent from the Public Service Alliance of Canada (PSAC) granting permission to use the business process and system developed for the PSAC (Public Service Alliance of Canada v. Treasury Board, 2008 FPSLREB 43) for the sole purpose of transmitting employee home contact data to the Bargaining Agent, the Employer agrees to provide the data as outlined in paragraph 1;
3. provide the data in a flat file comma delimited format specified in Appendix A (field lengths to be confirmed);
4. prior to the initial disclosure of the information outlined in paragraph 1 above, the Employer and the Bargaining Agent will jointly advise employees that the information will be disclosed. The message will explain the reasons why the information is being disclosed. Attached to the joint message will be the Board Order. Any questions concerning the disclosure will be directed to the Bargaining Agent. The joint message is attached to this agreement as Appendix B;
5. password protect or encrypt the home contact information transmitted from the Employer to the Bargaining Agent to ensure its safe transmission;
6. notify an employee, upon his or her initial appointment to a position in the Scientific and Analytical (S&A) Group bargaining unit, that his or her home contact information will be shared with the Bargaining Agent for purposes of collective bargaining.

The Bargaining Agent will:

1. agree that this is a full and final settlement of all claims they have, or shall have in respect of home contact information for employees in the bargaining unit, against Her Majesty in right of Canada, Her employees, agents and servants arising out of this application and, subject to the provisions of the *FPSLRA*, agrees not to take any proceeding of any manner with respect to them;
2. ensure that the disclosed information is used solely for the legitimate purposes of the Bargaining Agent in accordance with the *FPSLRA*;
3. ensure that the disclosed information will be securely stored and protected;
4. respect the privacy rights of the employees in the bargaining units;
5. acknowledge that the Employer is bound by the *Privacy Act* with respect to the protection of personal information as defined in that Act. The Bargaining Agent shall manage the personal information disclosed under this Memorandum of Agreement in accordance with the principles of fair information practices embodied in the *Privacy Act* and the Privacy Regulations. Specifically, it will keep private and confidential any such personal information disclosed by the Employer to the Bargaining Agent under this Memorandum of Agreement;
6. for the sake of clarity, the Bargaining Agent shall among other things:
 - (a) not disclose the personal information to anyone other than Bargaining Agent officials that are responsible for fulfilling the Bargaining Agent's legitimate obligations in accordance with the *FPSLRA*;
 - (b) not use, copy or compile the personal information for any purposes other than those for which it was provided under this agreement;
 - (c) respect the principles of the Government Security Policy at <http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=16578> for the security and disposal of this personal information; and
 - (d) ensure that all Bargaining Agent officials that have access to the disclosed information comply with all the provisions of this agreement;
7. recognize the sensitivity of the information being disclosed with respect to personal security of employees, especially where inadvertent mishandling/disclosure of this information could result in serious safety concerns, and accordingly, will ensure vigilant management and monitoring controls on this information at all times in light of these potential risks to employees and their families;
8. recognize that the information provided from the Employer's databases in place at the time of disclosure was provided by employees and that the Employer will not be held liable should a strike vote be challenged. The Bargaining Agent is responsible for updating its own database;

9. securely dispose of the home contact information provided by the Employer after it has been replaced by current home contact information.

The terms and conditions of this agreement are made without prejudice or precedent.

SIGNED AT OTTAWA THIS 6th DAY OF MARCH, 2012

Canadian Food Inspection Agency

Professional Institute of the Public Service of
Canada

Pierre Girard

Suzelle Brosseau

Appendix A

Union Address File (UAF) DRAFT (TO BE DETERMINED-UNDER DISCUSSION)

Person:		To PWGSC	To Union
PRI (9)	Num (9)	Y	N
IAN (9)	Num (9)	N	Y
Person Name			
Mixed Char (4)	Prefix Name	Y	Y
Mixed Char (30)	Person Given Name	Y	Y
Mixed Char (6)	Initials Name	Y	Y
Mixed Char (30)	Person Family Name	Y	Y
Mixed Char (15)	Suffix Name	Y	Y
Person Address			
Mixed Char (55)	Prefix Address Line (X4)	Y	Y
Mixed Char (30)	Municipality/City Name	Y	Y
Mixed Char (30)	Province / Territory	Y	Y
Upper Char (30)	Country Postal Code	Y	Y
Upper Char (10)			
Person Telephone			
Num (3)	International Country	Y	Y
Num (3)	Area City Code	Y	Y
Num (7)	Subscriber Number	Y	Y
Example	999999999,mrs,greer,hl, garson,phd,123 somewhere lane, around the corner, Ottawa, NS, Canada, e8n4e6,0116139999999		888888888,mrs,greer,hl, garson,phd,123 somewhere lane around the corner,Ottawa, NS, Canada, e8n4e6, 0116139999999

****Appendix B**

Message to Employees in the Scientific and Analytical (S&A) Bargaining Unit Represented by the Professional Institute of the Public Service of Canada (PIPSC)

With the introduction of the *Federal Public Sector Labour Relations Act (FPSLRA)*, Bargaining Agents who conduct strike votes must now permit all employees in the bargaining unit to participate in those votes, not merely members of the union in good standing, as was previously the case.

In order for the PIPSC to comply with its obligations under the *FPSLRA* to give proper notice of strike votes to all employees, and also to fulfill its other duties in accordance with the *FPSLRA*, it is necessary that the Employer disclose to the PIPSC the home contact information for all employees in the bargaining unit.

The provision of this information is governed by an order of the Federal Public Sector Labour Relations and Employment Board, which is attached. The information provided to the PIPSC will be used for the legitimate purposes of the union and its security is to be carefully maintained. The FPSLREB order sets out the privacy and security safeguards to which your information will be subject.

To this end, it is in every employee's interest that their contact information be kept up to date with their Bargaining Agent. You are therefore encouraged to submit your current contact information to the PIPSC and to advise your union of any changes to that information that may occur in the future.

You can provide your contact information via the PIPSC website at <http://www.pipsc.ca/portal/page/portal/website/memberservices/membership> or by communicating with the PIPSC at 1-800-267-0446.

Thank you for your attention and cooperation. Should you have any questions arising from this message, please do not hesitate to communicate with the PIPSC at the above number.

****APPENDIX F**

Memorandum of Agreement on Supporting Employee Wellness

Further to the Memorandum of Agreement on Supporting Employee Wellness between Treasury Board and the Professional Institute of the Public Service of Canada (PIPSC) in the section below:

The Canadian Food Inspection Agency and the Professional Institute of the Public Service of Canada (PIPSC) agree to undertake the necessary steps in order to implement applicable changes that will result once an agreement is reached on the Employee Wellness Support Program (EWSP). The parties agree to continue the current practice of working collaboratively to address concerns with respect to employee wellness and the reintegration of employees into the workplace after periods of leave due to illness or injury.

Memorandum of Agreement on Supporting Employee Wellness Between Treasury Board and the Professional Institute of the Public Service

This Memorandum of Agreement is to give effect to the agreement reached between the Employer and the Professional Institute of the Public Service of Canada (hereinafter referred to as “the parties”) regarding issues of employee wellness.

The parties will create an Employee Wellness Support Program (EWSP) which will focus on improving employee wellness and the reintegration of employees into the workplace after periods of leave due to illness or injury.

Key features

The EWSP will incorporate the following key features:

- contained in collective agreements
- benefits for up to 26 weeks (130 working days) with income support replacement at 100%
- the annual allotment shall be 9 days of paid sick leave for illness or injury that falls outside of the parameters of the EWSP
- 100% income replacement during the 3 day (working) qualification period when the employee’s claim is approved
- qualifying chronic or episodic illnesses will be exempt of the waiting period
- the qualification period will be waived in cases of hospitalization or recurrence of a prior illness or injury approved under EWSP within 30 days
- employees are entitled to carry over a maximum of 3 days of unused sick leave credits remaining at the end of the fiscal year, for use in the following fiscal year
- the accumulation of current sick leave credits will cease once the EWSP is implemented. Employees with banked sick leave in excess of 26 weeks, will be entitled to carry over those excess days to provide extended coverage at 100% income replacement prior to accessing LTD
- travel time for diagnosis and treatment
- internal case management and return to work services focused on supporting employees when ill or injured

- an employee on EWSP will be considered to be on leave with pay
- full costs of administering the EWSP to be borne by Employer and
- increase the quantum of family related leave by one (1) day

Process

The parties agree to create a technical committee and a steering committee, with a long-term focus and commitment from senior leadership of the parties.

The steering committee and technical committee will be established within 60 days of signing. The committees will be comprised of an equal number of Employer representatives and Union representatives. The steering committee is responsible for determining the composition of the technical committee.

All time spent by employees in support of the Technical Committee shall be deemed to be leave with pay for union activities. The Employer will grant leave with pay for employees engaged in these activities, including preparation and travel time.

The technical committee will develop all agreements and documents needed to support the implementation of an EWSP during the next round of collective bargaining. This work shall be completed within one year of signing. The technical committee shall provide interim recommendations for review by the steering committee on the following matters through a series of regular meetings:

- consequential changes to existing leave provisions within the collective agreements, and the Long Term Disability Plan (LTD)
- definitions
- eligibility conditions for a new EWSP
- assessment and adjudication processes
- internal case management and return to work services
- workplace accommodations
- creation of a Centre for Workplace Well-Being
- governance of the EWSP, including dispute resolution mechanisms
- coverage of operational stress injuries and other injuries sustained by employees deployed in military operations
- harassment
- domestic violence and
- other measures that would support an integrated approach to the management of health for federal public service employees

The technical committee shall review practices from other Canadian jurisdictions and employers that might be instructive for the public service, recognizing that not all workplaces are the same. Federal public service health and safety committees will be consulted as required by the steering committee, as well as leading Canadian experts in the health and disability management field.

The steering committee is to approve a work plan for the technical committee and timelines for interim reports within 4 months of signing. The technical committee work plan may be amended from time to time by mutual consent of the steering committee members.

Dates may be extended by mutual agreement of the steering committee members. The technical committee terms of reference may be amended from time to time by mutual consent of the steering committee members.

The parties agree if an agreement is not reached within 18 months from the establishment of the Technical Committee, or at any time before that time, to jointly appoint a mediator within 30 days.

Integration into collective agreements

1. Once the parties reach agreement on tentative EWSP language and program design, that agreement will be provided to individual PIPSC bargaining tables for ratification and inclusion in their collective agreements
2. The agreement reached on the EWSP shall not be altered by any bargaining tables
3. Future amendments to the EWSP shall require the agreement of the Institute and the Employer. Future amendments shall be negotiated between the parties at a central table made up of an Institute bargaining team and an Employer bargaining team

Annex

The parties agree that the following subject areas shall be discussed by the Technical Committee, including but not limited to:

- a. income support during appeal process
- b. updates and changes to the Long Term Disability Plan
- c. medical appointments
- d. treatment plans
- e. enhanced treatment coverage
- f. negative sick leave banks
- g. utility for sick leave banks
- h. disability management office
- i. transitional provisions such as employees on sick leave at date of transition
- j. additional sick leave days for health care professionals
- k. allotment of sick leave days (earned vs annual advance)
- l. services provided by the Centre for Workplace Well-Being
- m. privacy considerations
- n. definition of chronic and episodic illnesses
- o. shift workers

**** APPENDIX G**

MEMORANDUM OF AGREEMENT BETWEEN THE CANADIAN FOOD INSPECTION AGENCY AND THE PROFESSIONAL INSTITUTE OF THE PUBLIC SERVICE OF CANADA WITH RESPECT TO SCIENTIFIC INTEGRITY

The purpose of this MOA is to establish a framework for the joint development of a Scientific Integrity policy and guidelines between PIPSC and the CFIA

The parties to this Agreement recognize that scientific integrity constitutes an integral part of the Agency's and employee's work. Ensuring and enhancing scientific integrity is vital to the decision making process in the public administration and is the responsibility of all employees. It enables decision makers to draw upon high quality, wide-ranging and robust scientific and social scientific evidence for informed decision making. Scientific integrity involves the application of concepts of transparency, openness, high quality work, avoidance of conflict of interest and ensuring high standards of impartiality and research ethics. In this context, the parties recognize the need to promote a culture of scientific integrity within government science and research.

The Government of Canada firmly believes that government science should be publicly available and is an important part of an evidence-based decision-making process.

The *Directive on the Management of Communications* stipulates that spokespersons and subject matter experts may speak publicly about their own area of expertise and research, while respecting the Values and Ethics Code for the Public Sector. Along with other Deputy Heads, the CFIA's President has been asked to provide their ongoing attention to the implementation of the policy requirements within the CFIA that allow government scientists to speak publicly about their work. As part of the implementation, the President of CFIA should communicate directly with the employees of the Agency to ensure they are aware of the communications policy and how it applies to them.

The parties recognize the importance of balancing the requirements of scientific integrity and those of the Values and Ethics Code for the Public Sector as adopted April 2, 2012.

The principles and guidelines of scientific integrity include the release of scientific information and data to the public in a timely manner and in keeping with the Government of Canada's *Directive on Open Government*; the attribution and acknowledgement of the contributions of Government of Canada science/scientists; where appropriate, acknowledgement in official publications or communications where a significant (meaningful) contribution to programs, policy or regulations has been made, including the names and roles of those who made significant contributions to the research.

Further, principles and guidelines on scientific integrity ensure that science is of high quality, free from political, commercial, and client interference; and ensure the education of employees of the Agency on the role of science in evidence-based decision making. The Government of Canada recognizes the importance of professional development, and the employee's role in the development of government policy or advice.

Implementation and Governance:

The CFIA shall be required to develop its own Scientific Integrity Policy and Procedures in consultation with PIPSC Representatives. Such policies shall address the principles/guidelines outlined above, including the right to speak publicly as identified in the Collective Agreement. This shall be completed within eighteen (18) months of the signing of this MOA. The parties note that departments in the core public administration, in consultation with PIPSC, will endeavour to create a common policy that can be used as a model by the CFIA when developing their own Scientific Integrity Policy.

The CFIA shall report annually at the National Union-Management Consultation Committee (NUMCC) on the progress toward implementing this MOA and a CFIA policy. In addition, the Secretary of the Treasury Board, the Chief Science Advisor, once appointed and the President of PIPSC, will meet annually to take stock of progress and decide on course correction.

The Parties agree that the deadlines in this MOU can only be extended by mutual agreement in writing.