



# CANADIAN FOOD INSPECTION AGENCY

## Union Bargaining Demands

May 16, 2019

These proposals are being submitted without prejudice to any future proposed amendments and/or additions, and subject to any errors and/or omissions.

## **APPENDIX “B” Canadian Food Inspection Agency Employment Transition Policy**

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### **General**

#### **Application**

This Appendix applies to all indeterminate employees represented by the Public Service of Alliance 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 all the collective agreements between the parties and employees are to be afforded ready access to it.

Notwithstanding Article 22 (Job Security) of the collective agreement, in the event of conflict between the present Employment Transition Appendix and that Article, the present Employment Transition Policy 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 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 of this Appendix.

In the case of surplus employees for whom the President cannot provide the guarantee of a reasonable job offer within the CFIA, the Agency is committed to assist these employees in finding alternative employment in the public service (Schedule I and IV of the *Financial Administration Act* (FAA)) ~~through active marketing, where applicable and within legislative restrictions.~~

## 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-e 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 **or an employee affected by a relocation.**

**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~~ **or an employee with a twelve-month surplus priority period** who wishes to remain in the Agency **or in the core public administration** exchanges positions with a non-affected employee (the alternate) willing to leave the Agency **or core public administration** with a Transition Support Measure or with an Education Allowance.

**Education Allowance** (*indemnité d'études*) – is one of the options provided to an indeterminate employee affected by a normal employment transition situation for whom the President cannot guarantee a reasonable job offer. The Education Allowance is a 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)~~ **twenty thousand dollars (\$20,000).**

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

**Guarantee of a reasonable job offer** (*garantie d'une offre d'emploi raisonnable*) – is a guarantee of an offer of indeterminate employment within the Agency **or in the core public administration** 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 they know or can predict employment availability within the Agency **or the core public administration**. ~~Surplus employees in receipt of this guarantee will not have access to the Options available in Part VI of this Appendix.~~

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

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

**Lay-off priority** (*priorité de mise en disponibilité*) – a person who has been laid off is entitled to a priority for appointment to a position in the Agency for which, in the opinion of the President, he or she is qualified. An appointment of an employee with this priority is excluded from the Agency Staffing Complaint Policy. This priority is accorded for one (1) year following the lay-off date.

**Opting employee** (*employé-e 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 contained in 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 this Appendix or other staffing and related policies of the Canadian Food Inspection Agency.

**Reasonable job offer** (*offre d'emploi raisonnable*) – is an offer of indeterminate employment within the Agency **or the core public administration**, normally at an equivalent level but could include lower levels. Surplus employees must be both trainable and mobile. Where practicable, a reasonable job offer shall be within the employee's headquarters as defined in the National Joint Council Travel Directive. A reasonable job offer is also an offer from a FAA Schedule I, IV or V employer, providing that:

- (a) The appointment is at a rate of pay and an attainable salary maximum not less than the employee's current salary and attainable maximum that would be in effect on the date of offer.
- (b) It is a seamless transfer of all employee benefits including a recognition of years of service for the definition of continuous employment and accrual of benefits, including the transfer of sick leave credits, severance pay and accumulated vacation leave credits.

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

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

**Relocation of work unit** (*réinstallation d'une unité de travail*) – is the authorized move of a work unit of any size to a place of duty beyond what, according to local custom, is a 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.

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

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

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

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

**Twelve-month surplus priority period in which to secure a reasonable job offer** (*Priority d'employé-e excédentaire d'une durée de douze mois pour trouver une offre d'emploi raisonnable*) – is one of three options provided to an opting employee for whom the President cannot guarantee a reasonable job offer.

## **Enquiries**

Enquiries about this Appendix should be referred to the employee's bargaining agent, or to the Human Resource Advisor serving the employee's work site. Human Resource Advisors serving the employee's work site may, in turn, direct questions regarding the application of this Appendix to the Collective Bargaining & 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 establish joint Union/Management employment transition committees, where appropriate, to advise and consult on employment transition situations within the Agency. Terms of reference of such committees shall include a process for addressing alternation requests.

**1.1.4** The Agency shall co-operate 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.

**NEW 1.1.7 (renumber current 1.1.7 ongoing)**

**1.1.7 When the President determines that the indeterminate appointment of a term employee would result in an Employment Transition situation, the President shall communicate this to the employee within thirty (30) days of having made the decision, and to the union in accordance with the notification provisions in 2.1.5.**

***The President shall review the impact of Employment Transition on no less than an annual basis to determine whether the conversion of term employees will no longer result in an Employment Transition situation for indeterminate employees. If it will not, the suspension of the roll-over provisions shall be ended.***

***If an employee is still employed with the Agency more than three (3) years after the calculation of the cumulative working period for the purposes of converting an employee to indeterminate status is suspended the employee shall be made indeterminate or be subject to the obligations of the Employment Transition Policy appendix as if they were.***

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 (3) Options outlined in Part VI of this Appendix before a decision is required of them. If the opting employee fails to select an option no later than the one hundred and twentieth (120th) day, the employee will be deemed to have selected Option (a); that is, the twelve-month surplus priority period in which to secure a reasonable job offer.

**NEW 1.1.9 (renumber current 1.1.9 ongoing)**

**1.1.9**

- a) ***The employer shall make every reasonable effort to provide an employee with a reasonable job offer within a forty (40) kilometre radius of his or her work location.***
- b) ***In the event that reasonable job offers can be made within a forty (40) kilometre radius to some but not all surplus employees in a given work location, such reasonable job offers shall be made in order of years of service.***
- c) ***In the event that a reasonable job offer cannot be made within forty (40) kilometres, every reasonable effort shall be made to provide the employee with a reasonable job offer, at the Agency or the Core Public Administration, in the province or territory of his or her work location, prior to making an effort to provide the employee with a reasonable job offer in the public service outside the 40km limit.***
- d) ***In the event that reasonable job offers can be provided to some but not all surplus employees in a given province or territory, such reasonable job offers shall be made in order of seniority.***
- e) ***An employee who chooses not to accept a reasonable job offer which requires relocation to a work location which is more than sixteen (16) kilometres from his or her work location shall have access to the options contained in section 6.4 of this Appendix.***

**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 or her bargaining agent of that recommendation. The Agency shall provide to the employee a copy of the written recommendation provided to the President, indicating the reasons for the recommendation together with any enclosures. The Agency shall also advise the employee that he or she may make oral or written submissions about the matter to the President prior to a decision being taken. Where the President does



not accept the recommendation, he or she shall provide the surplus period required under this Appendix, beginning on the date the employee is advised of the decision.

**1.1.12** The President shall decide whether employees are suitable for appointment. Where the President decides that an employee is not suitable, he or she shall advise the employee and his or her representative of the decision as to whether the employee is entitled to a surplus and lay-off priority. The President shall also inform the bargaining agent of this decision.

**1.1.13** The Agency shall provide an employee with a copy of this Appendix simultaneous with the official notification to an employee to whom this Appendix applies that he or she has become subject to an employment transition situation.

**1.1.14** The Agency is responsible for counseling and advising their affected employees on their opportunities of finding continuing employment within the Agency.

**1.1.15** The Agency shall apply this Appendix so as to keep actual involuntary lay-offs to a minimum.

**1.1.16** Appointment of surplus employees to alternative positions, whether with or without retraining, shall normally be at a level equivalent to that previously held by the employee, but this does not preclude appointment to a lower level. The Agency shall avoid appointment to a lower level except where all other avenues have been exhausted.

**1.1.17** The Agency shall appoint as many of their own surplus employees or laid-off persons as possible, or identify alternative positions (both actual and anticipated) for which individuals can be retrained.

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

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

or

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

**1.1.19** The cost of travelling to interviews for possible appointments within the Agency and of relocation to a new location shall be borne by the Agency. Such costs shall be consistent with the National Joint Council Travel and Relocation – IRP Directives, as amended from time to time.

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

**1.1.21** For the purposes of the National Joint Council Travel Directive, laid-off persons travelling to interviews for possible appointment within the Agency are deemed to be "other persons travelling on Agency business".

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

**1.1.23** The Agency shall review the use of private temporary personnel, and their use of contracted out services, employees appointed for a specified period (terms) and all other non-indeterminate employees. Where practicable, the Agency shall not engage or re-engage such temporary personnel nor renew the employment of such employees referred to above where such action would facilitate the appointment of surplus employees or laid-off persons.

**1.1.24** Nothing in this Appendix shall restrict the employer's right to engage or appoint persons to meet short-term, non-recurring requirements.

**1.1.25** The President may authorize the accelerated lay-off of an employee at a date earlier than originally scheduled when a surplus employee makes such a request in writing.

**1.1.26** The Agency shall provide surplus employees with a lay-off notice at least one (1) month before the proposed lay-off date, if appointment efforts have been unsuccessful. A copy of this notice shall be provided to the National President of the Public Service Alliance of Canada.

**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 employees' 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-month surplus priority period in which to secure a reasonable job offer, a Transition Support Measure, an Education Allowance;
- (i) repeat counseling as long as the individual is entitled to a staffing priority and has not been appointed;
- (j) the Human Resources Centres and their services (including a recommendation that the 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) advise employees to seek out proposed alternations and submit request for approval as soon as possible after being informed they will not be receiving a guarantee of a reasonable job offer; ~~and~~
- (n) advising employees of the right to be represented by the PSAC in the application of this Appendix; **and**
- (o) ***the assistance to be provided in finding alternative employment in the public service (Schedule I, IV and V of the Financial Administration Act)***

***to a surplus employee for whom the President cannot provide a guarantee of a reasonable job offer within the CFIA.***

**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 Public Service Alliance of Canada.

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

**1.1.39 (a)** For the priority period, in cases where an offer of indeterminate employment is provided to a surplus or laid off employee by a co-operating 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 co-operating Employer agreement in effect between the Agency and a co-operating Employer.

- (b) The relevant agreement establishing the co-operating Employer relationship between the Agency and a co-operating 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 co-operating Employer to a term position and the co-operating 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 retained 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 in Part VI of this Appendix;
- (b) communicating their choice of Options, in writing, to their manager no later than one hundred and twenty (120) days after being declared opting.

## 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 Public Service Alliance of Canada or their delegate not less than forty-eight (48) hours before any employment transition situation is announced. This information is to include the identity and location of the work unit(s) involved; the expected date of the announcement; the anticipated timing of the situation; and the numbers of employees, by group and level, who will be affected.

### ***NEW 2.1.5 (renumber current 2.1.5 ongoing)***

***2.1.5 When the President determines that specified term employment in the calculation of the cumulative working period for the purposes of converting an employee to indeterminate status shall be suspended to protect indeterminate employees in an employment transition situation, the President shall:***

- (a) inform the PSAC or its designated representative, in writing, at least 30 days in advance of its decision to implement the suspension and the names, classification and locations of those employees and the date on which their term began, for whom the suspension applies. Such notification shall include the reasons why the suspension is still in place for each employee and what indeterminate positions that shall be subject to employment transition if it were not in place;***
- (b) inform the PSAC or its designated representative, in writing, once every 12 months, but no longer than three (3) years after the suspension is enacted, of the names, classification, and locations of those employees and the date on which their term began, who are still employed and for which the suspension still applies. Such notification shall include the reasons why the suspension is still in place for each employee and what indeterminate positions that shall be subject to employment transition if it were not in place;***
- (c) inform the PSAC no later than 30 days after the term suspension has been in place for 36 months, and the term employee's employment has not been ended for a period of more than 30 days to protect indeterminate***

***employees in an employment transition situation, the names, classification, and locations of those employees and the date on which their term began and the date that they will be made indeterminate. Term employees shall be made indeterminate within 60 days of the end of the three-year suspension.***

### **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 endeavor 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 re-train 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 re-training, **including language training opportunities**, 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 re-training possibilities.

**4.1.3** Subject to the provisions of 4.1.2, the President shall approve up to two (2) years of re-training. **Opportunities for retraining, including language training, shall not be unreasonably denied.**

## **4.2 Surplus employees**

**4.2.1** A surplus employee is eligible for re-training providing:

(a) re-training 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 re-training plan is prepared and is agreed to in writing by the employee and the appropriate manager.

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

**4.2.4** While on re-training, 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 re-training plan has been approved, the proposed lay-off date shall be extended to the end of the re-training period, subject to 4.2.3.

**4.2.6** An employee, unsuccessful in re-training, 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 re-training, providing:

- (a) re-training 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 re-train the individual.

**4.3.2** When an individual is made an offer conditional on the successful completion of re-training, a re-training 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 re-training, 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 of this Appendix.

## **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 their 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. ***If such a reasonable job offer cannot be provided, the President shall provide his or her reasons in writing, if requested by the employee. Except as specified in 1.1.9 (e)***, Employees employees in receipt of this guarantee would not have access to the choice of Options ***in 6.4*** 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.

**6.1.3** The opting employee must choose, in writing, one 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.

**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-month surplus priority period in which to secure a reasonable job offer.

**6.1.5** If a reasonable job offer which does not require a relocation is made at any time during the one hundred and twenty (120) day opting period and prior to the written acceptance of either the twelve-month surplus priority period, the Transition Support Measure or the Education Allowance Option, the employee becomes ineligible for the Transition Support Measure, the pay-in-lieu of unfulfilled surplus period or the Education Allowance.

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

#### 6.2 Voluntary Programs

The Agency shall establish voluntary departure programs for all employment transition situations involving five or more affected employees working at the same group and level and in the same work unit. Such programs shall:

- (a) Be the subject of meaningful consultations through joint union-management ETP committees.

- (b) Volunteer programs shall not be used to exceed reduction targets. Where reasonably possible, the Agency will identify the number of positions for reduction in advance of the voluntary programs commencing.
- (c) Take place after affected letters have been delivered to employees.
- (d) Take place before the Agency engages in an Assessment and Selection of Employees for Retention process.
- (e) Provide for a minimum of 30 calendar days for employees to decide whether they wish to participate.
- (f) Allow employees to select options B, C(i) or C(ii).
- (g) Provide that when the number of volunteers is larger than the required number of positions to be eliminated, where operational requirement permits, 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 6.4.1(b) or (c) in Part VI of this Appendix.

**6.3.3** Subject to paragraph 6.3.2:

- (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 within 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 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 on-going 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 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 (2) 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 will not be denied solely as a result of untimely administrative processes.

#### **6.4 Options**

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

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

When a surplus employee who has chosen, or is deemed to have chosen, Option (a) offers to resign before the end of the twelve-month surplus priority period, the President may authorize a lump-sum payment equal to the surplus employee's regular pay for the balance of the surplus period, up to a maximum of six (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) - Transition Support Measure.

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

or

- (b) Transition Support Measure (TSM) is a payment based on the employee's years of service with the Agency (see Annex A) made to an opting employee.

Years of service is the combined years of service in the Public Service immediately prior to appointment to the Agency plus years of service with the Agency. Employees choosing this Option must resign but will be considered to be laid-off for purposes of severance pay. The TSM shall be paid in one (1) or two (2) lump-sum amounts over a maximum two (2)-year period.

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)~~ **twenty thousand dollars (\$20,000)** 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; or
  - (ii) delay their departure date and go on leave without pay for a maximum period of two (2) years, while attending the learning institution. The TSM shall be paid in one (1) or two (2) lump-sum amounts over a maximum two (2) year period. During this period, employees could continue to be Public Service benefit plan members and contribute both employer and employee shares to the benefits plans and the Public Service Superannuation Plan. At the end of the two (2) year leave without pay period, unless the employee has found alternate employment in the Agency, the employee will be laid off.

**6.4.2** Management will establish the departure date of opting employees who choose Option (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 (\$1,000.00) towards counselling services in respect of their

potential re-employment or retirement. Such counselling services may include financial and job placement counselling services.

**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 the Public Service 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 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 6.5.5 shall apply in total facility closures where Agency jobs are to cease, and:

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

or

(b) re-training and relocation costs are prohibitive;

or

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

**6.5.5** Subject to 6.5.4, the President shall pay to each employee who is asked to remain until closure of the work unit and offers a resignation from the Agency to take effect on that closure date, a sum equivalent to six (6) months' pay payable upon the day on which the Agency operation ceases, provided the employee has not separated prematurely.

**6.5.6** The provisions of 6.5.7 shall apply in relocation of work units where Agency work units:

- (a) are being relocated;

and

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

and

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

**6.5.7** Subject to 6.5.6, the President shall pay to each employee who is asked to remain until the relocation of the work unit and offers a resignation from the Agency to take effect on the relocation date, a sum equivalent to six (6) months' pay payable upon the day on which the Agency operation relocates, provided the employee has not separated prematurely.

**ANNEX "A"**

**YEARS OF SERVICE TRANSITION SUPPORT MEASURE (TSM)**

0 .....	10
1 .....	22
2 .....	24
3 .....	26
4 .....	28
5 .....	30
6 .....	32
7 .....	34
8 .....	36
9 .....	38
10 .....	40
11 .....	42

12 .....	44
13 .....	46
14 .....	48
15 .....	50
16 .....	52
17 .....	52
18 .....	52
19 .....	52
20 .....	52
21 .....	52
22 .....	52

**ANNEX “A” (Continued)**

23 .....	52
24 .....	52
25 .....	52
26 .....	52
27 .....	52
28 .....	52
29 .....	52
30 .....	49
31 .....	46
32 .....	43
33 .....	40
34 .....	37
35 .....	34
36 .....	31
37 .....	28
38 .....	25
39 .....	22
40 .....	19
41 .....	16
42 .....	13
43 .....	10
44 .....	07
45 .....	04

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

