

Canadian Food Inspection Agency ETP Fact Sheets

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Note: Bolded words in the text generally refer to a term in the glossary.

CFIA Fact Sheet #1

Employment Transition Policy - CFIA Agreement

This series of fact sheets provides information about the Employment Transition Policy (ETP) negotiated for CFIA employees, which forms part of your collective agreement. This policy is comparable to the Work Force Adjustment Policies found in other PSAC agreements. These fact sheets are intended as guidelines and should be used in conjunction with the ETP. Specific references to relevant sections of the ETP are indicated in brackets.

Note that the ETP only applies to indeterminate employees. Unfortunately, term employees are not covered by the ETP.

The ETP sets out a number of principles for its application, including:

- The employer shall maximise employment opportunities for indeterminate employees affected by employment transition, primarily through ensuring that, wherever possible, alternative employment opportunities are provided to them (Policy).
- It is the responsibility of CFIA to ensure employees involved in an employment transition situation are treated equitably and given every reasonable opportunity to continue their careers as Agency employees (1.1.1).
- CFIA shall carry out effective human resource planning in order to minimize the impact of employment transition situations (1.1.2).
- CFIA shall apply the appendix so as to minimize involuntary lay-offs (1.1.15).

Although the Appendix allows CFIA to implement lay-offs, these over-riding principles compel your employer to make every reasonable effort to avoid them. As the remaining fact sheets outline, these broad principles are supported by detailed, specific procedures designed to minimize lay-offs.

CFIA Fact Sheet #2

What is an employment transition situation?

An **employment transition** situation is one where your employment is jeopardized by (Policy):

- Expenditure constraints,
- New legislation,
- Program changes,
- Reorganization,
- Technological change,
- Productivity improvement
- Elimination or reduction of programs or operations in one or more locations,
- Relocation, or
- Decentralization.

In some employment transition situations only specific individuals are involved in an employment transition, while in other cases the adjustment may involve entire work sections or functions.

Where 10 or more indeterminate employees are involved, CFIA must advise the Public Service Alliance of Canada no less than 48 hours before the situation is announced. This notice must include the identity and location of the work units involved, the expected date of the announcement, the anticipated timing of the situation, the number of employees by group and level, and who will be affected (2.1).

Note that the ETP only applies to indeterminate employees. Unfortunately, term employees are not covered by the ETP.

CFIA Fact Sheet #3

Employment Transition Policy and you

You will be notified in writing by CFIA if an **employment transition** situation affects you. **Note that the Employment Transition Policy only applies to indeterminate employees.** As a result, term and casual employees may not be officially notified of planned changes.

Written notice will also include your status. If your status changes, CFIA must advise you in writing.

1. **Affected.** If the President decides your services may no longer be required, you will be notified in writing that you are affected (Definitions). Note that this step might be skipped if the President decides that your services will no longer be required beyond a specified date. If that's the case, you'll receive written notice under 2, 3 or 4. On the other hand, if your services are ultimately identified as necessary, you may not move any farther in the process or your affected status may be rescinded. (See the Affected Employees fact sheet)
2. **Guarantee of a reasonable job offer.** If the President decides your services are no longer required beyond a specific date and there is likely to be employment available for you, you will be given a guarantee of a reasonable job offer (1.1.6). This gives you **surplus priority** until you receive a **reasonable job offer**. (See the Guarantee of a Reasonable Job Offer fact sheet)
3. **No guarantee of a reasonable job offer.** If the President decides your services are no longer required beyond a specific date and there is no likelihood of employment, you will not be given a guarantee of a reasonable job offer. Instead you will become an **opting employee** and will be given several options to choose from in order to help you make the transition to other employment (1.1.6). (See the No Guarantee of a Reasonable Job Offer fact sheet)
4. **Laid off.** Some employees may ultimately be laid off. (See the Laid off Employees fact sheet)

CFIA Fact Sheet #4

Affected employees

You've received written notice from the President that your services may no longer be required because of an **employment transition** situation (Definitions). This means you are an **affected employee**.

Specific individuals, groups of workers or whole facilities can receive these notices. It doesn't necessarily mean that your employment will end. This notice gives you a "heads up" that there might be changes for you down the road.

The Agency is required to provide you with an individual counsellor to help you assess your situation (1.1.29 - see Getting Help fact sheet). If you believe it is likely you could ultimately face a lay-off, you can take one of the following steps.

- Request **retraining** from your employer to assist you in getting a deployment to existing or anticipated vacancies. The Agency is required to make every reasonable effort to provide retraining (4.1.1).
- Request the President to give you surplus status or access to the rights provided to **opting employees**, if you can demonstrate your duties have already ceased to exist (1.1.9).
- Do nothing and wait to see what happens if the President ultimately decides your services are no longer required.

CFIA Fact Sheet #5

Guarantee of a reasonable job offer - surplus employees

If your services will no longer be required beyond a specific date and the President believes there is likely employment available for you in the Agency, you will receive a written notice giving you a **guarantee of a reasonable job offer** (1.1.6). The notice will also specify when your **surplus priority** status begins.

This guarantee means you must receive a **reasonable job offer** before your status can change. To be reasonable, the offer

- must be for indeterminate employment within the Agency (Definitions).
- will normally be at the same level, but could be for a lower level (Definitions).
- should be within your normal headquarters, but this may not always be possible (Definitions).

CFIA is responsible to cooperate with other employers in an effort to market you and facilitate your employment (1.1.4). While waiting to receive a reasonable job offer, you will remain an Agency employee. You must be both trainable and mobile (Definitions).

Surplus employees are entitled to a **surplus priority** (to be appointed to Agency positions before other Agency workers without having to compete or be concerned about the appointment being challenged).

CFIA must avoid appointing you to a lower level (where the maximum rate of pay is lower than the maximum rate of your current position) until other avenues are exhausted (1.1.16). If you are appointed to a lower level position, your salary will be protected until you are appointed to an equivalent position (5.1.2).

If necessary, CFIA must relocate you (1.1.18) and pay associated costs, such as travel for job interviews (1.1.19). Relocation can only take place when there are no available priority, surplus or **laid off persons** at that location who are interested in and could qualify for the position with retraining (1.1.18). Relocations in this case are considered employer-requested (1.1.20) as defined in the NJC Relocation – IRP Directive. This means you are eligible for specific benefits, such as paid leave and costs for a house-hunting trip in the new location.

Surplus employees are entitled to priority appointment to term and short-term, non-recurring positions (1.1.23). If you accept a term position, your indeterminate status and surplus priority status will be protected (1.1.22).

Surplus employees have the right to receive up to two years **retraining**, under certain conditions (4.1.3). The conditions which trigger that right include a shortage of qualified candidates, on the condition there are no other available priority persons qualified for

the position for which you are retraining (4.2.1). The Agency must prepare a training plan that is agreeable to you (4.2.2). You will remain employed by CFIA during retraining and be paid at your current level (4.2.4). If you are appointed to a lower-level position, your salary will be protected until you are appointed to an equal or higher level position (5.1). The proposed lay-off date will be extended to the end of retraining (4.2.5). If your performance during training is not satisfactory, the training can be terminated (4.2.3).

If you refuse a reasonable job offer, you will be laid off one month after your refusal, but not before six months after the surplus declaration date (1.1.27).

A surplus employee can also make a written request to the President for an **accelerated lay-off**, or to be laid off earlier than originally scheduled (1.1.25). You may wish to consider this if you receive a job offer elsewhere.

As well as being appointed to an indeterminate position or being laid off as outlined above, you might also have your surplus status rescinded or you may choose to resign (Definitions). If you resign, you will be considered laid off on the date the employer accepts your resignation for the purposes of severance and retroactive remuneration (1.1.31).

Severance pay and other benefits flowing from other parts of the collective agreement are separate from and in addition to those in the ETP (1.1.32).

The Agency is required to provide you with an individual counsellor to help you assess your situation (1.1.29, see Getting Help fact sheet).

Note that as a surplus employee you do not have access to the choices available to **opting employees** (6.1.1). This includes the right to **alternation** (6.2.3).

CFIA Fact Sheet #6

No Guarantee of a reasonable job offer – opting employees

If your services will no longer be required beyond a specific date and the PRESIDENT does not see the likelihood of employment for you in the Agency, you will receive a written notice that you are an **opting employee** (1.1.6). This means you are not guaranteed a **reasonable job offer** within the Agency. The CFIA, however, must give you assistance in finding new employment, either inside or outside the Agency.

If you do not agree with the recommendation to declare you an opting employee (i.e., to not give you a guarantee of a reasonable job offer), you can challenge this recommendation to the President (1.1.11).

As an opting employee, you must choose one of three options within 90 days of being advised of your status (6.1.2). Once you have advised the Agency of your choice in writing, you cannot change it (6.1.3). If you don't select or don't select within the 90 days, you will be considered to have selected option A (6.1.4).

A. Limited Surplus Status.

With this option, you become a **surplus employee** with **surplus priority** status, but only for a 12 month period. This means you get the same rights as a surplus employee for that period, including that you can be appointed to a position for which you are qualified before other Agency employees without having to compete or be concerned about the appointment being challenged (6.3.1a.). (See Guarantee of a reasonable job offer - surplus employees fact sheet

CFIA must make every reasonable effort to market you within this period, but if you don't receive a reasonable job offer within that period, you will be laid off.

If you resign before the one year is up, you will be considered involuntarily laid off on the day the employer accepts your resignation in writing for the purposes of severance pay and retroactive remuneration (1.1.31). You may also be eligible to receive a lump sum payment covering your pay for the remainder of the surplus period, up to a maximum of six months. The payment will only be made if your work is discontinued (6.3.9). This amount can be up to six months pay, but cannot be larger than what you would have received by selecting option B. If you accept this sum, you lose any priority rights for appointment (6.3.4). You are not eligible for this lump sum payment if you refuse a reasonable job offer during the 12 month period (6.3.9). This amount is at the discretion of management, but shall not be unreasonably denied (6.3.10).

B. **Transition Support Measure.** This option gives you a cash payment for a certain number of weeks pay, based on your years of service (6.3.1b.) Annex B

of the ETP in your collective agreement provides the method for calculating this amount. Note that the maximum number of weeks pay you can receive is 52.

If you select this option, you must resign, but your resignation will be considered a lay-off when your severance pay is calculated.

The Agency establishes your departure date (6.3.2) and you do not have any priority rights for appointment under this option (6.3.4)

C. **Education Allowance.** This option gives you the cash payment of option B, plus up to \$7,000 for reimbursement of receipted educational expenses (e.g., tuition, books, mandatory equipment). If you choose this option, you can proceed in one of two ways (6.3.1c.). In either case, the Agency establishes your departure date (6.3.2).

1. Resign. You will be considered laid off for severance purposes and you will not have any priority rights for appointment (6.3.4).
2. Go on leave without pay for a maximum of two years, providing your employer with proof of registration at a learning institute. The education allowance can be made in either one or two lump sum payments over the two year period. This allows you to continue your membership in public service benefit plans, including superannuation, although you pay both the employee and employer shares. If you do not provide the Agency with proof of your registration within 12 months of the leave beginning, you will be considered to have resigned, although it will be considered a lay-off in terms of severance pay (6.3.5). At the end of the two years leave without pay, unless you have found alternate employment in the Agency, you will be laid off.

All opting employees are eligible to receive up to \$385 for financial planning advice (6.3.6).

If a reasonable job offer which does not require **relocation** is made during the 90 day opting period and prior to acceptance of an option, you are not eligible for pay in lieu of unfulfilled surplus period (see option A.), the transition support measure (option B.), or the education allowance (option C.) (6.1.5).

If you receive lump sum payments for any of the above options and you are re-hired within the period covered by the payment, you will have to repay a pro-rated amount of the money (6.3.7).

The pay in lieu of unfulfilled surplus period (see option A.), the transition support measure (option B.), or the education allowance (option C.) cannot be combined with any other payment under the ETP (6.3.3). However, severance pay and other benefits flowing from other clauses in your collective agreement are separate from and in addition to those in the ETP (1.1.32).

The Agency is required to provide you with an individual counsellor to help you assess your situation (1.1.29 - see Getting Help fact sheet).

CFIA Fact Sheet #7

Alternation

Alternation allows employees to exchange positions with non-affected indeterminate employees who wish to leave the Agency (6.2.2). This system **is only available to opting employees**, not to surplus or laid off employees (6.2.3). Once an opting employee has chosen an option, they have either resigned, been laid off or have become a surplus employee, thus, the system is also **only available during the 90 day opting period**.

Indeterminate employees wishing to leave the Agency can express an interest in alternating, but management has final approval of these exchanges (6.2.4). The alternation must result in the permanent elimination of a function or position (6.2.5).

The opting employee must meet the requirements of the alternate position, including language requirements (6.2.6). Unless the employee wishing to leave will not be doing the work of the opting employee for more than five days, this employee must meet the requirements of the surplus position (6.2.6).

Alternation can take place between employees in the same group and level (6.2.7) and it can take place between equivalent positions (maximum rate for higher paid position is no more than six per cent higher than that of the lower position).

The exchange of positions must take place on the same date (6.2.8).

CFIA Fact Sheet #8

Laid off persons

You can be laid off if:

- you are not mobile (1.1.18)
- you can't be retrained in two years (4.2.6)
- you request to be laid off(1.1.25)
- you do not receive a **reasonable job offer** during your surplus period (6.3.1.a)
- you refuse a reasonable job offer (1.1.27)

Surplus and opting employees who resign are also considered laid off, but only for purposes of severance pay (6.3.1, 1.1.31).

You will receive at least one month written notice of lay-off (1.1.26). If you refuse a reasonable job offer, you cannot be laid off until at least six months after receiving **surplus priority** (1.1.27). The **lay-off notice** period is included in the surplus period (Definitions).

The Agency is required to apply the ETP in such a way as to keep actual involuntary lay-offs to a minimum (1.1.15).

Once you are laid off, you are no longer an Agency employee. However, you continue to have a **lay-off priority** for one year (Definitions). This means that for this one year period you have priority to be appointed to an Agency position for which you are qualified before other Agency workers, without having to compete or be concerned about the appointment being challenged. After the one year elapses, you continue to be a laid off employee, but you no longer have these rights.

As well, during the lay-off priority period, you are eligible for up to two years **retraining** (4.1.3). In order to access this retraining, four conditions must be met.

- There must be a specific vacant position for which you are being retrained.
- You must meet the minimum requirements for the group.
- There are no other persons with a priority who qualify for the position.
- The Agency cannot justify not retraining you.

If you are offered a position conditional on successful completion of retraining, you must complete the training and be assessed as qualified to be appointed indeterminately (4.3.2). If you are appointed to a lower level position, your salary will be protected until you are appointed to an equal or higher level position (5.1).

Severance pay and other benefits flowing from other clauses in your collective agreement are separate from and in addition to those in the ETP (1.1.32).

CFIA Fact Sheet #9

When the workplace changes

Sometimes it's not individual or groups of workers affected by **employment transition** situations. Instead, entire workplaces are changed, through:

- **Relocation** of work unit(s)
- Total facility closures

Where there is a relocation all employees whose position will be relocated have the choice of whether to move or be treated under the provisions of the Employment Transition Policy (ETP) (3.1.1). You must advise the employer of your decision within three months of receiving written notice of the relocation (3.1.2). If you agree to relocate, it will be treated as an employer-requested relocation, with all the related benefits (see the NJC Relocation – IRP Directive – 3.1.3). If you don't wish to move, the President will either give you a **guarantee of a reasonable job offer** or access to the options available to **opting employees**. (3.1.2). In the former case, the Agency can still offer the relocated position to you as your **reasonable job offer** after spending as much time "as operations permit" looking for something in your preferred location (3.1.4).

If your position will not be relocated, you will not receive a **guarantee of a reasonable job offer** and you can choose from the options available to opting employees (see No guarantee of a Reasonable Job Offer - Opting employees fact sheet). (3.1.5)

In some situations, employees will be offered a **retention payment**, for the employee's agreement to remain until closure of the work unit and to resign on that date (6.4). This payment is equivalent to six months pay (6.4.5, 6.4.7). Accepting a retention payment means you agree to leave the Agency with no priority rights (6.4.2). If you are re-hired by the Agency or hired by a government department or agency within six months of your resignation, you will have to repay part of the amount you receive (6.4.3).

In the case of total facility closures, the retention payment shall be offered if jobs such as those held by the employees are in remote areas of the country, **retraining** and relocation costs are too high and it isn't likely employees can get reasonable alternate local employment (6.4.4).

A retention payment will be made if the work unit is being relocated, you have decided not to go, and the President decides it's important the employee stays in the job until the relocation (6.4.6).

CFIA Fact Sheet #10

CFIA responsibilities

CFIA must:

- ✓ ensure equitable treatment and every reasonable opportunity for you to continue your career in the CFIA (1.1.1)
- ✓ provide information to your union about your situation, including your name and work location, and advise and consult PSAC throughout the process (1.1.10)
- ✓ provide you with a copy of the Employment Transition Policy (ETP) when you are notified you're subject to an employment transition situation (1.1.13)
- ✓ establish and modify staffing policies and procedures to maximize the appointment of employees (1.1.33)
- ✓ establish joint **transition** committees, where appropriate (1.1.3)
- ✓ determine whether there will be employment available for you, and advise you and the PSAC (1.1.12)
- ✓ set up an **alternation** process within CFIA (6.2)
- ✓ advise you in writing about your status and any change in it (Definitions)
- ✓ presume you wish to be reappointed unless you indicate otherwise in writing (1.1.28)
- ✓ actively market surplus employees and laid off persons who have not advised in writing they are unavailable for appointment (1.1.35)
- ✓ apply the ETP in such a way to keep lay-offs to a minimum (1.1.15)
- ✓ counsel and advise you to assist you in gaining new employment in CFIA or in making the transition to other employment (1.1.29)
- ✓ identify the occupations in which there is a skill shortage for which surplus or laid off persons could be retrained (1.1.36)
- ✓ review the use of temporary agencies and other non-indeterminate employees and not renew them if doing so will facilitate the appointment of **surplus employees** or **laid off persons** (1.1.23)
- ✓ wherever possible, give **reinstatement priority** to all employees whose salary is protected (1.1.38)

CFIA Fact Sheet #11

Getting help and taking action!

If you believe your workplace is going to be downsized, relocated or privatized,

- ✓ remain calm
- ✓ don't make any rash or quick decisions, seriously consider all the opportunities provided, but make sure you respond within the deadlines
- ✓ actively seek alternate employment and seriously consider all job offers
- ✓ make sure CFIA has all the necessary information to assist you
- ✓ ensure you can be easily contacted
- ✓ know and demand your rights
- ✓ talk to your union
- ✓ talk to your employer

Your union is an important resource and you have the right to representation by your union in this process (1.2.1). Joint union-management **transition** committees are essential bodies for monitoring the adjustment process. Get involved in the process and work with your union.

Your union can help you interpret the ETP as it pertains to your situation. If you have questions, contact your local steward or component office.

CFIA must establish systems to facilitate redeployment or **retraining** of **affected employees, surplus employees** and **laid off persons**. This includes being assigned an individual counsellor and provided with on-going advice to assist you in finding continuing employment in the Agency (1.1.29). This advice should include information about:

- the employment transition situation and its effect on you,
- the ETP and the meaning of its guarantees,
- the Agency's Priority Administration System and how it works from your perspective,
- your rights and obligations,
- your current situation, including pay, benefits such as severance pay and superannuation, classification, language rights, years of service,
- alternatives that might be available to you under the ETP,
- what happens if you refuse a **reasonable job offer**,
- the likelihood that you will be successfully appointed,
- the resources available,
- preparation of a curriculum vitae or resume for interviews with prospective employers.

CFIA Fact Sheet #12

Employment Transition Glossary

Accelerated lay-off - occurs when an employee with surplus priority makes a written request to the President to be laid off earlier than originally scheduled and the President agrees. Lay-off entitlements begin on the actual date of lay-off.

Affected employee - 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.

Alternation - occurs when an opting employee exchanges positions with a non-affected employee willing to leave the Agency with a Transition Support Measure or with an Education Allowance.

Education allowance - one of the options available to opting employees. The education allowance is a cash payment, equivalent to the transitional support measure, plus a reimbursement of tuition from a recognized learning institution, book and mandatory equipment costs, up to a maximum of \$7,000.

Employment transition - a situation that occurs when the President decides 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.

Guarantee of a reasonable job offer - a guarantee the surplus employee will get an offer of indeterminate employment within the Agency. The President gives this guarantee when employment for the surplus employee is expected to be available.

Laid off person - a person who has been laid off and who still retains a reappointment priority for one year from the date of the lay-off.

Lay-off notice - a written notice of lay-off given to a surplus employee at least one month before the scheduled lay-off date. This month is included in the surplus period.

Lay-off priority – a laid off person has a priority for appointment without competition or appeal to a position in the Agency for which they are qualified. This priority is accorded for one year following the lay-off date or following the termination date.

Opting employee - an indeterminate employee whose services will no longer be required because of an employment transition situation and who has not received a guarantee of a reasonable job offer.

Reasonable job offer - an offer of indeterminate employment within the Agency, normally at an equivalent level but could include lower levels. Where practicable, a

reasonable job offer shall be within the employee's headquarters as defined in the NJC Travel Directive.

Reinstatement priority - an appointment priority accorded to certain salary-protected individuals for the purpose of assisting them to regain an appointment level equivalent to that from which they were declared surplus.

Relocation - a geographic move beyond what, according to local custom, is a normal commuting distance.

Retention payment – a sum paid when a facility closes or work unit(s) are relocated to obtain an employee's agreement to remain until the closure or relocation.

Retraining - 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 - an indeterminate employee who has been formally declared surplus, in writing, by the President. This refers to employees who have been given a guarantee of a reasonable job offer or who, as opting employees, have selected option A.

Surplus priority – permits surplus employees and opting employees choosing option A. to be appointed to other positions in the Agency without competing or other CFIA employees having the right to challenge the appointment.

Transition support measure - one of the options provided to an opting employee. The Transition Support Measure is a cash payment based on the employee's years of service in the Agency (see Annex B of the ETP in your collective agreement).