



Canada Revenue Agency  
Agence du revenu  
du Canada

**EMPLOYER PROPOSALS  
FOR THE  
PROGRAM DELIVERY AND ADMINISTRATIVE SERVICES GROUP**

**NEGOTIATIONS FOR THE RENEWAL  
OF THE COLLECTIVE AGREEMENT  
EXPIRING ON OCTOBER 31, 2007**

**JULY 2007**

**Canada**

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## **INTRODUCTION**

### Without Prejudice

Attached are the Employer proposals for the negotiation of a collective agreement covering employees who are members of the Program Delivery and Administrative Services bargaining unit of the Public Service Alliance of Canada.

The Employer reserves the right to present other proposals during negotiations as well as counter-proposals with respect to union demands. Furthermore, the Employer proposes that articles of the agreement which are not ultimately dealt with as proposals by the parties shall be renewed with appropriate editorial modification to ensure compatibility with other articles as finally agreed.

Note: Proposed revisions to existing language are indicated with track changes revision marks

**CRA BARGAINING TEAM MEMBERS**

Robert Derikozis, Chief Negotiator  
Workplace Relations and Compensation Directorate  
Human Resources Branch

Manda Noble-Green, Collective Bargaining Advisor  
Workplace Relations and Compensation Directorate  
Human Resources Branch

Dale Holmes, Compensation Analyst  
Workplace Relations and Compensation Directorate  
Human Resources Branch

Philip McCutchan, Director  
Southern Interior Tax Services Office  
Pacific Region

Hanif Amlani, Audit Manager  
Edmonton Tax Services Office  
Prairie Region

Gloria Corrente, Assistant Director  
Sudbury Tax Centre  
Ontario Region

Luc Doyon, Regional Director  
Human Resources  
Quebec Region

Suzanne Parks, Director  
St. John's Tax Centre  
Atlantic Region

**GENERAL**

**OBJECTIVES**

The Employer's objectives in negotiating the new collective agreement will focus on:

1. increase its ability to serve the people of Canada well and efficiently, in a cost effective manner;
2. simplify, consolidate and standardize language in line with SP conversion.
3. review and amend, as necessary, the collective agreement in relation to recent legislative changes.
4. discuss Pay Administration issues.

## ARTICLE 2

### INTERPRETATION AND DEFINITIONS

~~“alternate provision” means a provision of this Agreement which may only have application to certain employees within a bargaining unit (disposition de dérogation);~~

~~The following definition applies to employees classified as GL and GS only:~~

~~“annual rate of pay” means an employee’s weekly rate of pay multiplied by fifty two point one seventy six (52.176) (taux de rémunération annuel);~~

“daily rate of pay” means an employee’s weekly rate of pay divided by five (5) (taux de rémunération journalier),

~~“daily rate of pay” for employees classified as GL and GS means an employee’s hourly rate of pay times the employee’s normal number of hours of work per day;~~

“employee” means a person so defined in the *Public Service Staff Labour Relations Act* and who is a member of one of the bargaining units specified in Article 1 (employé-e),

“Employer” means Her Majesty in right of Canada as represented by the Canada ~~Customs and~~ Revenue Agency, and includes any person authorized to exercise the authority of the CERA (Employeur),

~~The following definition does not apply to employees classified as GL and GS:~~

“hourly rate of pay” means a full-time employee’s weekly rate of pay divided by thirty-seven and one-half (37 1/2) (taux de rémunération horaire),

“overtime” (heures supplémentaires) means:

- (i) in the case of a full-time employee, authorized work in excess of the employee’s scheduled hours of work,

or

(ii) in the case of a part-time employee, authorized work in excess of seven and one-half (7 1/2) hours at straight time per day in the same position or thirty-seven and one-half (37 1/2) hours per week in the same position, but does not include time worked on a holiday,

or

(iii) in the case of a part-time employee whose normal scheduled hours of work are in excess of seven and one-half (7 1/2) hours per day in accordance with the Variable Hours of Work provisions (clauses 25.24 to 25.27), authorized work in excess of those normal scheduled daily hours at straight time in the same position or an average of thirty-seven and one-half (37 1/2) hours at straight time per week in the same position,

~~The following definition applies to employees classified as GL only:~~

~~“pay” means basic rate of pay as specified in Appendix “A” and includes supervisory differential (rémunération);~~

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~~The following definition applies to employees in the Technical Services Group only:~~

~~“remuneration” means pay and allowances (rémunération); The Employer wishes to discuss the relevance of this definition.~~

~~“time and three quarters” means one and three quarters (1 3/4) times the employee’s hourly rate of pay (tarif et trois-quarts);~~

~~“weekly rate of pay” means an employee’s annual rate of pay divided by 52.176 (taux de rémunération hebdomadaire),~~

~~“weekly rate of pay” for employees classified as GL and GS means an employee’s daily rate of pay multiplied by five (5);~~

**2.02** Except as otherwise provided in this Agreement, expressions used in this Agreement:

(a) if defined in the *Public Service Staff Labour Relations Act*, have the same meaning as given to them in the *Public Service Staff Labour Relations Act*;

and

- (b) if defined in the *Interpretation Act*, but not defined in the *Public Service Staff-Labour Relations Act*, have the same meaning as given to them in the *Interpretation Act*.

~~**2.03** For the purpose of this agreement:~~

- ~~(a) the term “Operational Services Group” includes employees classified as GL and GS;~~
- ~~(b) the term “Program and Administrative Services Group” includes employees classified as AS, CR, DA, IS, MG, OE, OM, PG, PM and ST;~~
- ~~(c) the term “Technical Services Group” includes employees classified as DD, EG, GT and PR.~~

**ARTICLE 10**  
**INFORMATION**

**The Employer wishes to discuss alternatives to the distribution of hard-copy collective agreements.**

**10.01** The Employer agrees to supply the Alliance, each quarter, with the name, geographic location, and classification of each new employee.

**10.02** The Employer agrees to supply each employee with a copy of this Agreement and will endeavour to do so within one (1) month after receipt from the printer.

**ARTICLE 11**

**CHECK-OFF**

**11.05** No employee organization, as defined in Section 2 of the *Public Service Staff Labour Relations Act*, other than the Alliance, shall be permitted to have membership dues and/or other monies deducted by the Employer from the pay of employees.

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**ARTICLE 14**

**LEAVE WITH OR WITHOUT PAY FOR ALLIANCE BUSINESS**

**Complaints made to the Public Service ~~Staff-Labour~~ Relations Board pursuant to Section ~~23-190(1)~~ of the *Public Service ~~Staff-Labour~~ Relations Act***

**14.01** When operational requirements permit, in cases of complaints made to the Public Service Labour Relations Board pursuant to section 190(1) of the PSLRA alleging a breach of sections 157, 186(1)(a), 186(1)(b), 186(2), 187, 188(a) or 189(1) of the PSLRA, the Employer will grant leave with pay:

- (a) to an employee who makes a complaint on his or her own behalf, before the Public Service ~~Staff-Labour~~ Relations Board,  
and
- (b) to an employee who acts on behalf of an employee making a complaint, or who acts on behalf of the Alliance making a complaint.

**Applications for Certification, Representations, and Interventions with respect to Applications for Certification**

**14.03** The Employer will grant leave with pay:

- (a) to an employee called as a witness by the Public Service ~~Staff-Labour~~ Relations Board,  
and
- (b) when operational requirements permit, to an employee called as a witness by an employee or the Alliance.

**Arbitration Board Hearings, ~~Conciliation Board Public Interest Commission~~ Hearings, and Alternate Dispute Resolution Process**

**14.04** When operational requirements permit, the Employer will grant leave with pay to a reasonable number of employees representing the Alliance before an

| Arbitration Board, ~~Conciliation Board~~Public Interest Commission, or in an Alternate Dispute Resolution Process.

**14.05** The Employer will grant leave with pay to an employee called as a witness by an Arbitration Board, ~~Conciliation Board~~Public Interest Commission, or in an Alternate Dispute Resolution Process and, when operational requirements permit, leave with pay to an employee called as a witness by the Alliance.

## ARTICLE 16

### ILLEGAL STRIKES

**16.01** The *Public Service ~~Staff Labour~~ Relations Act* provides penalties for engaging in illegal strikes. Disciplinary action may also be taken, which will include penalties up to and including termination of employment pursuant to paragraph 51(1)(f) of the *Canada ~~Customs and Revenue Agency Act~~*, for participation in an illegal strike as defined in the *Public Service ~~Staff Labour~~ Relations Act*.

**ARTICLE 17**

**DISCIPLINE**

**17.01** When an employee is suspended from duty or terminated in accordance with paragraph 51(1)(f) of the *Canada ~~Customs and~~ Revenue Agency Act*, the Employer undertakes to notify the employee in writing of the reason for such suspension or termination. The Employer shall endeavour to give such notification at the time of suspension or termination.

**ARTICLE 18**

**GRIEVANCE PROCEDURE**

Note: Replace the current article beginning at clause 18.02 with the following:

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18.02 In determining the time within which any action is to be taken as prescribed in this procedure, Saturdays, Sundays and designated holidays shall be excluded.

18.03 The time limits stipulated in this procedure may be extended by mutual agreement between the Employer and the employee and, where appropriate, the Alliance Representative.

18.04 Where the provisions of clauses 18.06, 18.23 or 18.37 cannot be complied with and 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 day it is delivered to the appropriate office of the department or agency concerned. 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 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.

18.05 A grievance shall not be deemed to be invalid by reason only of the fact that it is not in accordance with the form supplied by the Employer.

**Individual Grievances**

18.06 An employee who wishes to present a grievance at any prescribed level in the grievance procedure, shall transmit this grievance to the employee's 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/her.

**18.07 Presentation of grievance**

- (1) Subject to subsections (2) to (7), an employee is entitled to present an individual grievance if he or she feels aggrieved
- (a) by the interpretation or application, in respect of the employee, of
- (i) a provision of a statute or regulation, or of a direction or other instrument made or issued by the employer, that deals with terms and conditions of employment, or
- (ii) a provision of a collective agreement or an arbitral award;
- or
- (b) as a result of any occurrence or matter affecting his or her terms and conditions of employment.
- (2) An employee may not present an individual grievance in respect of which an administrative procedure for redress is provided under any Act of Parliament, other than the *Canadian Human Rights Act*.
- (3) Despite subsection (2), an employee may not present an individual grievance in respect of the right to equal pay for work of equal value.
- (4) An employee may not present an individual grievance relating to the interpretation or application, in respect of the employee, of a provision of a collective agreement or an arbitral award unless the employee has the approval of and is represented by the Alliance.
- (5) An employee who, in respect of any matter, avails himself or herself of a complaint procedure established by a policy of the employer may not present an individual grievance in respect of that matter if the policy expressly provides that an employee who avails himself or herself of the complaint procedure is precluded from presenting an individual grievance under this Article.

- (6) An employee may not present an individual grievance relating to any action taken under any instruction, direction or regulation given or made by or on behalf of the Government of Canada in the interest of the safety or security of Canada or any state allied or associated with Canada.
- (7) For the purposes of subsection (6), an order made by the Governor in Council is conclusive proof of the matters stated in the order in relation to the giving or making of an instruction, a direction or a regulation by or on behalf of the Government of Canada in the interest of the safety or security of Canada or any state allied or associated with Canada.

18.08 There shall be no more than a maximum of four (4) levels in the grievance procedure. These levels shall be as follows:

- (a) Level 1 - first (1<sup>st</sup>) level of management;
- (b) Levels 2 and 3 – intermediate level(s), where such level or levels are established in the Agency;
- (c) Final level - the Commissioner or his authorized representative.

#### 18.09 Representatives

- (a) 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 title of the person so designated together with the title and address of the immediate supervisor or local officer-in-charge to whom a grievance is to be presented.
- (b) 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 Alliance.

18.10 An employee may be assisted and/or represented by the Alliance when presenting a grievance at any level. The Alliance shall have the right to consult with the Employer with respect to a grievance at each or any level of the grievance procedure.

18.11 An employee may present a grievance to the first (1<sup>st</sup>) level of the procedure in the manner prescribed in clause 18.07, not later than the twenty-

fifth (25<sup>th</sup>) day after the date on which he is notified orally or in writing or on which he first becomes aware of the action or circumstances giving rise to grievance.

18.12 An employee may present a grievance at each succeeding level in the grievance procedure beyond the first (1<sup>st</sup>) level either:

(a) where the decision or offer for settlement is not satisfactory to the employee, within ten (10) days after that decision or offer for settlement has been conveyed in writing to the employee by the Employer,

or

(b) where the Employer has not conveyed a decision to the employee within the time prescribed in clause 18.14, within twenty-five (25) days after he presented the grievance at the previous level.

18.13 The Employer shall normally reply to an employee's grievance at any level of the grievance procedure, except the final level, within twenty (20) days after the grievance is presented, and within thirty (30) days when the grievance is presented at the final level.

18.14 Where an employee has been represented by the Alliance in the presentation of his grievance, the Employer will provide the Alliance 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.

18.15 Where a grievance has been presented up to and including the final level in the grievance process, and the grievance is not one that may be referred to adjudication, the decision on the grievance taken at the final level in the grievance process is final and binding and no further action may be taken under the *Public Service Labour Relations Act*.

18.16 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 Alliance.

18.17 Where the Employer demotes or terminates an employee for cause pursuant to paragraph 51(1)(f) or (g) of the *Canada Revenue Agency Act*, the grievance procedure set forth in this Agreement shall apply, except that the grievance may be presented at the final level only.

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18.18 An employee may by written notice to his immediate supervisor or officer-in-charge withdraw a grievance.

18.19 Any 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, due to circumstances beyond his control, he was unable to comply with the prescribed time limits.

18.20 No person shall seek by intimidation, by threat of dismissal or by any other kind of threat to cause an employee to abandon his grievance or refrain from exercising his right to present a grievance, as provided in this Collective Agreement.

18.21 Reference to Adjudication **NEW**

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- (1) An employee may refer to adjudication an individual grievance that has been presented up to and including the final level in the grievance process and that has not been dealt with to the employee's satisfaction if the grievance is related to:
- (a) the interpretation or application in respect of the employee of a provision of a collective agreement or an arbitral award;
  - (b) a disciplinary action resulting in termination, demotion, suspension or financial penalty;
- (2) When an individual grievance has been referred to adjudication and a party to the grievance raises an issue involving the interpretation or application of the *Canadian Human Rights Act*, that party must, in accordance with the regulations, give notice of the issue to the Canadian Human Rights Commission.
- (3) The Canadian Human Rights Commission has standing in adjudication proceedings for the purpose of making submissions regarding an issue referred to in subsection (2).

18.22 Before referring an individual grievance related to matters referred to in paragraph 18.21(1)(a), the employee must obtain the approval of the Alliance.

**Group Grievances NEW**

**18.23** The Alliance may present a grievance at any prescribed level in the grievance procedure, and shall transmit this grievance to the 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 Alliance with a receipt stating the date on which the grievance was received by him.

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**18.24 Presentation of Group Grievance**

(1) The Alliance 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.

(2) In order to present the grievance, the Alliance must first obtain the consent of each of the employees concerned in the form provided for by the regulations. The consent of an employee is valid only in respect of the particular group grievance for which it is obtained.

(3) The Alliance may not present a group grievance in respect of which an administrative procedure for redress is provided under any Act of Parliament, other than the *Canadian Human Rights Act*.

(4) Despite subsection (4), a Alliance may not present a group grievance in respect of the right to equal pay for work of equal value.

(5) If an employee has, in respect of any matter, availed himself or herself of a complaint procedure established by a policy of the Employer, the Alliance may not include that employee as one on whose behalf it presents a group grievance in respect of that matter 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 under this Article.

(6) The Alliance may not present a group grievance relating to any action taken under any instruction, direction or regulation given or made by or on behalf of the Government of Canada in the interest of the safety or security of Canada or any state allied or associated with Canada.

(7) For the purposes of subsection (7), an order made by the Governor in Council is conclusive proof of the matters stated in the order in relation to the giving or making of an instruction, a direction or a regulation by or on behalf of the Government of Canada in the interest of the safety or security of Canada or any state allied or associated with Canada.

18.25 There shall be no more than a maximum of four (4) levels in the grievance procedure. These levels shall be as follows:

(a) Level 1 - first (1<sup>st</sup>) level of management;

(b) Levels 2 and 3 – intermediate level(s), where such level or levels are established in the Agency;

(c) Final level: the Commissioner or his authorized representative.

18.26 The Employer shall designate a representative at each level in the grievance procedure and shall inform the Alliance of the title of the person so designated together with the title and address of the officer-in charge to whom a grievance is to be presented.

18.27 The Alliance shall have the right to consult with the Employer with respect to a grievance at each or any level of the grievance procedure.

18.28 The Alliance may present a grievance to the first (1<sup>st</sup>) level of the procedure in the manner prescribed in clause 18.24, no later than the twenty-fifth (25<sup>th</sup>) day after the earlier of the day on which the aggrieved employees received notification and the day on which they had knowledge of any act, omission or other matter giving rise to the group grievance.

18.29 The Alliance may present a grievance at each succeeding level in the grievance procedure beyond the first (1<sup>st</sup>) level either:

(a) where the decision or offer for settlement is not satisfactory to the Alliance, within ten (10) days after that decision or offer for settlement has been conveyed in writing to the Alliance by the Employer,

or

(b) where the Employer has not conveyed a decision to the Alliance within the time prescribed in clause 18.31, within twenty-five (25) days after the Alliance presented the grievance at the previous level.

18.30 The Employer shall normally reply to the Alliance's grievance at any level of the grievance procedure, except the final level, within twenty (20) days after the grievance is presented, and within thirty (30) days when the grievance is presented at the final level.

18.31 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 Alliance.

18.32 The Alliance may by written notice to officer-in-charge withdraw a grievance.

**18.33 Opting Out of a Group Grievance**

(1) An employee in respect of whom a group grievance has been presented may, at any time before a final decision is made in respect of the grievance, notify the Alliance that the employee no longer wishes to be involved in the group grievance.

(2) The Alliance shall provide to the representatives of the Employer authorized to deal with the grievance, a copy of the notice received pursuant to paragraph (1) above.

(3) After receiving the notice, the Alliance may not pursue the grievance in respect of the employee.

18.34 The Alliance failing to present a grievance to the next higher level within the prescribed time limits shall be deemed to have abandoned the grievance unless, due to circumstances beyond its control, it was unable to comply with the prescribed time limits.

18.35 No person shall seek by intimidation, by threat of dismissal or by any other kind of threat to cause the Alliance to abandon the grievance or refrain from exercising the right to present a grievance, as provided in this Collective Agreement.

**18.36 Reference to Adjudication**

- (1) The Alliance 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.
- (2) When a group grievance has been referred to adjudication and a party to the grievance raises an issue involving the interpretation or application of the *Canadian Human Rights Act*, that party must, in accordance with the regulations, give notice of the issue to the Canadian Human Rights Commission.
- (3) The Canadian Human Rights Commission has standing in adjudication proceedings for the purpose of making submissions regarding an issue referred to in subsection (2).

**Policy Grievances NEW**

18.37 The Employer and the Alliance may present a grievance at the prescribed level in the grievance procedure, and forward the grievance to the representative of the Alliance or the Employer, as the case may be, authorized to deal with the grievance. The party who receives the grievance shall provide the other party with a receipt stating the date on which the grievance was received by him.

**18.38 Presentation of Policy Grievance**

- (1) The employer and the Alliance may present a policy grievance to the other in respect of the interpretation or application of the collective agreement or arbitral award as it relates to either of them or to the bargaining unit generally.
- (2) Neither the employer nor the Alliance may present a policy grievance in respect of which an administrative procedure for redress is provided under any other Act of Parliament, other than the *Canadian Human Rights Act*.
- (3) Despite subsection (2), neither the employer nor the Alliance may present a policy grievance in respect of the right to equal pay for work of equal value.

(4) The Alliance may not present a policy grievance relating to any action taken under any instruction, direction or regulation given or made by or on behalf of the Government of Canada in the interest of the safety or security of Canada or any state allied or associated with Canada.

(5) For the purposes of subsection (4), an order made by the Governor in Council is conclusive proof of the matters stated in the order in relation to the giving or making of an instruction, a direction or a regulation by or on behalf of the Government of Canada in the interest of the safety or security of Canada or any state allied or associated with Canada.

18.39 There shall be no more than one (1) level in the grievance procedure.

18.40 The Employer and the Alliance shall designate a representative and shall notify each other of the title of the person so designated together with the title and address of the officer-in charge to whom a grievance is to be presented.

18.41 The Employer and the Alliance may present a grievance in the manner prescribed in clause 18.38, no later than the twenty-fifth (25<sup>th</sup>) day after the earlier of the day on which it received notification and the day on which it had knowledge of any act, omission or other matter giving rise to the policy grievance.

18.42 The Employer and the Alliance shall normally reply to the grievance within sixty (60) days when the grievance is presented.

18.43 The Employer or the Alliance, as the case may be, may by written notice to officer-in-charge abandon a grievance.

18.44 No person shall seek by intimidation, by threat of dismissal or by any other kind of threat to cause the Employer or the Alliance to abandon the grievance or refrain from exercising the right to present a grievance, as provided in this Collective Agreement.

**18.45 Reference to Adjudication**

(1) A party that presents a policy grievance may refer it to adjudication.

(2) When a policy grievance has been referred to adjudication and a party to the grievance raises an issue involving the interpretation or application of the *Canadian Human Rights Act*, that party must, in accordance with the

regulations, give notice of the issue to the Canadian Human Rights Commission.

- (3) The Canadian Human Rights Commission has standing in adjudication proceedings for the purpose of making submissions regarding an issue referred to in subsection (2).

### **Expedited Adjudication**

**The Employer wishes to discuss the application of this article.**

#### **18.2546**

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) When the parties agree that a particular grievance will proceed through Expedited Adjudication, the Alliance will submit to the PSSLRB the consent form signed by the grievor or the bargaining agent.
- (c) 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 PSSLRB or to the Adjudicator at the hearing.
- (d) No witnesses will testify.
- (e) The Adjudicator will be appointed by the PSSLRB from among its members who have had at least three years experience as a member of the Board.
- (f) Each Expedited Adjudication session will take place in Ottawa, unless the parties and the PSSLRB agree otherwise. The cases will be scheduled jointly by the parties and the PSSLRB, and will appear on the PSSLRB schedule.
- (g) 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 days of the hearing. The parties may, at the request of the Adjudicator, vary the above conditions in a particular case.

- (h) 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.

**ARTICLE 22**

**HEALTH AND SAFETY**

**22.01** The parties recognize the *Canada Labour Code (CLC), Part II*, and all provisions and regulations flowing from the CLC as the authority governing occupational safety and health in the Canada ~~Customs and~~ Revenue Agency.

**ARTICLE 25**  
**HOURS OF WORK**

**Day Work**

**25.06** Except as provided for in clauses 25.09, 25.10, and 25.11:

- (a) the normal work week shall be thirty-seven and one-half (37 1/2) hours from Monday to Friday inclusive,  
  
and
- (b) the normal work day shall be seven and one-half (7 1/2) consecutive hours, exclusive of a lunch period, between the hours of 7.6 a.m. and 6 p.m. ~~except for employees in the Technical Services Group whose hours of work shall be between the hours of 6 a.m. and 6 p.m.~~

**25.07** Employees shall be informed by written notice of their scheduled hours of work. Any changes to the scheduled hours shall be by written notice to the employee(s) concerned. The Employer will endeavor to provide seven (7) days notice for changes to the scheduled hours of work.

**25.08 Flexible Hours**

Subject to operational requirements, an employee on day work shall have the right to select and request flexible hours between 7.6 a.m. and 6 p.m. ~~(6 a.m. and 6 p.m. for employees in the Technical Services Group)~~ and such request shall not be unreasonably denied.

**25.11 Consultation**

~~Clause 25.11 applies to employees in the Program and Administrative Services Group only.~~

- (a) Where hours of work, other than those provided in clause 25.06, are in existence when this Agreement is signed, the Employer, on request, will consult with the Alliance on such hours of work and in such consultation will establish that such hours are required to meet the needs of the public and/or the efficient operation of the service.

- (b) Where hours of work are to be changed so that they are different from those specified in clause 25.06, the Employer, except in cases of emergency, will consult in advance with the Alliance on such hours of work and, in such consultation, will establish that such hours are required to meet the needs of the public and/or the efficient operation of the service. In no case shall the hours under clause 25.06 extend before 6:00 a.m. or beyond 9:00 p.m., or alter the Monday to Friday work week, or the seven and one-half (7 1/2) consecutive hours work day.
- (c) Within five (5) days of notification of consultation served by either party, the parties shall notify one another in writing of the representative authorized to act on their behalf for consultation purposes. Consultation will be held at the local level for fact finding and implementation purposes.
- (d) It is understood by the parties that this clause will not be applicable in respect of employees whose work week is less than thirty-seven and one-half (37 1/2) hours per week.

**25.12**

**~~Clause 25.12 applies to employees in the Program and Administrative Services Group only.~~**

- (a) An employee on day work whose hours of work are changed to extend before or beyond the stipulated hours of ~~7:00-6:00~~ a.m. and 6:00 p.m., as provided in clause 25.06(b), and who has not received at least seven (7) days' notice in advance of the starting time of such change, shall be paid for the first day or shift worked subsequent to such change at the rate of time and one-half (1 1/2) for the first seven hours and one-half (7 1/2) and double time thereafter. Subsequent days or shifts worked on the revised hours shall be paid for at straight-time, subject to Article 28, Overtime.
- (b) **Late Hour Premium**  
  
An employee who is not a shift worker and who completes his work day in accordance with the provisions of paragraph 25.11(b) shall receive a Late Hour Premium of seven dollars (\$7) per hour for each hour worked before ~~7:00-6:00~~ a.m. and after 6:00 p.m. The Late Hour Premium shall not apply to overtime hours.

**Shift Work**

**25.14** The Employer will make every reasonable effort:

- (a) not to schedule the commencement of a shift within ~~sixteen (16)~~eight (8) hours ~~(eight (8) hours for employees in the Operational Services and Technical Services Groups)~~ of the completion of the employee's previous shift;

and

- (b) to avoid excessive fluctuation in hours of work.

**~~Additional provision~~**

**~~Sub-clause (c) applies to employees in the Technical Services Group only.~~**

~~(c) — to consider the wishes of the majority of employees concerned in the arrangement of shifts within a shift schedule.~~

**~~25.17~~** Except as provided for in clauses 25.22 and 25.23, the standard shift schedule is:

- ~~(a) — 12 midnight to 8 a.m.; 8 a.m. to 4 p.m.; 4 p.m. to 12 midnight;~~

~~— or alternatively~~

- ~~(b) — 11 p.m. to 7 a.m.; 7 a.m. to 3 p.m.; 3 p.m. to 11 p.m.~~

**25.20**

- (a) An employee who is required to change his or her scheduled shift without receiving at least seven (7) days' notice in advance of the starting time of such change in his or her scheduled shift, shall be paid for the first shift worked on the revised schedule at the rate of time and one-half (1 1/2) for the first seven and one-half (7 1/2) hours and double time thereafter. Subsequent shifts worked on the revised schedule shall be paid for at straight time, subject to Article 28, Overtime.

~~Sub-clause (b) applies to employees in the Program and Administrative Services Group only. See alternate provision for other employees.~~

- (b) Every reasonable effort will be made by the Employer to ensure that the employee returns to his or her original shift schedule and returns to his or her originally scheduled days of rest for the duration of the master shift schedule without penalty to the Employer.

~~Alternate provision~~

~~This clause applies to employees classified as GL, GS and of the Technical Services Group only.~~

~~(b) — The employee shall retain his or her previously scheduled days of rest next following the change, or, if worked, such days of rest shall be compensated in accordance with clause 28.07.~~

**25.22**

- ~~(a) — Where shifts, other than those provided in clause 25.17, are in existence when this Agreement is signed, the Employer, on request, will consult with the Alliance on such hours of work and in such consultation will establish that such shifts are required to meet the needs of the public and/or the efficient operation of the service.~~

- ~~(b) — Where shifts are to be changed so that they are different from those specified in clause 25.17, the Employer, except in cases of emergency, will consult in advance with the Alliance on such hours of work and, in such consultation, will establish that such hours are required to meet the needs of the public and/or the efficient operation of the service.~~
- ~~(c) — Within five (5) days of notification of consultation served by either party, the parties shall notify one another in writing of the representative authorized to act on their behalf for consultation purposes. Consultation will be held at the local level for fact finding and implementation purposes.~~

### 25.23 Variable Shift Schedule Arrangements

- (a) Notwithstanding the provisions of clauses 25.05 and 25.13 to 25.22 inclusive, consultation may be held at the local level with a view to establishing shift schedules which may be different from those established in clauses 25.13 ~~and 25.17~~. Such consultation will include all aspects of arrangements of shift schedules.
- ~~(b) — Once a mutually acceptable agreement is reached at the local level, the proposed variable shift schedule will be submitted at the respective Employer and Alliance Headquarters levels before implementation.~~
- ~~(c)~~ (b) Both parties will endeavour to meet the preferences of the employees in regard to such arrangements.
- ~~(d)~~ (c) It is understood that the flexible application of such arrangements must not be incompatible with the intent and spirit of provisions otherwise governing such arrangements. Such flexible application of this clause must respect the average hours of work over the duration of the master schedule and must be consistent with the operational requirements as determined by the Employer.
- ~~(e)~~ (d) Employees covered by this clause shall be subject to the Variable Hours of Work provisions established in clauses 25.24 to 25.27, inclusive.

## Terms and Conditions Governing the Administration of Variable Hours of Work

**25.24** The terms and conditions governing the administration of variable hours of work implemented pursuant to clauses 25.09, 25.10, 25.13 and 25.23 are specified in clauses 25.24 to 25.27, inclusive. This Agreement is modified by these provisions to the extent specified herein.

### **25.27 Specific Application of this Agreement**

For greater certainty, the following provisions of this Agreement shall be administered as provided herein:

(a) **Interpretation and Definitions (clause 2.01)**

“Daily rate of pay” – shall not apply.

(b) **Minimum Number of Hours Between Shifts**

Paragraph 25.14(a), relating to the minimum period between the termination and commencement of the employee’s next shift, shall not apply.

(c) **Exchange of Shifts (clause 25.21)**

On exchange of shifts between employees, the Employer shall pay as if no exchange had occurred.

~~(d) **Overtime (clauses 28.06 and 28.07)**~~

~~Overtime shall be compensated for all work performed in excess of an employee’s scheduled hours of work on regular working days or on days of rest at time and three quarter (1 3/4).~~

(e) **Designated Paid Holidays (clause 30.08)**

(i) A designated paid holiday shall account for seven and one-half (7 1/2) hours.

(ii) When an employee works on a Designated Paid Holiday, the employee shall be compensated, in addition to the pay for the hours specified in subparagraph (i), at time and one-half (1 1/2)

up to his or her regular scheduled hours worked and at double (2) time for all hours worked in excess of his or her regular scheduled hours.

(f) **Travel**

Overtime compensation referred to in clause 32.06 shall only be applicable on a work day for hours in excess of the employee's daily scheduled hours of work.

(g) **Acting Pay**

The qualifying period for acting pay as specified in paragraph 64.07(a) shall be converted to hours.

(h) **Conversion of Days to Hours**

All of the provisions of this Agreement, which specify days shall be converted to hours. Where this Agreement refers to a "day", it shall be converted to seven decimal five (7.5) hours.

Notwithstanding the above, in Article 47, Bereavement Leave with Pay, a "day" will be equal to a calendar day.

Whenever an employee changes his or her variable hours, or no longer works variable hours, all appropriate adjustments shall be made.

(i) **Leave - General**

Leave will be granted on an hourly basis and the hours debited for each period of leave shall be the same as the employee would normally have been scheduled to work on that day.

**ARTICLE 26**  
**SHIFT PRINCIPLE**

**26.01**

- (a) When a full-time indeterminate employee is required to attend one of the following proceedings outside a period which extends before or beyond three (3) hours his or her scheduled hours of work on a day during which he or she would be eligible for a Shift Premium, the employee may request that his or her hours of work on that day be scheduled between ~~7~~ 6 a.m. and 6 p.m.; such request will be granted provided there is no increase in cost to the Employer. In no case will the employee be expected to report for work or lose regular pay without receiving at least twelve (12) hours of rest between the time his or her attendance was no longer required at the proceeding and the beginning of his or her next scheduled work period.
- (i) Public Service ~~Staff-Labour~~ Relations Board Proceedings  
Clauses 14.01, 14.02, 14.04, 14.05 and 14.06.
  - (ii) Contract Negotiation and Preparatory Contract Negotiation Meetings  
Clauses 14.09 and 14.10.
  - (iii) Personnel Selection Process  
Article 49.
  - (iv) To write Provincial Certification Examinations which are a requirement for the continuation of the performance of the duties of the employee's position.
  - (v) Training Courses which the employee is required to attend by the Employer.
- (b) Notwithstanding paragraph (a), proceedings described in subparagraph (v) are not subject to the condition that there be no increase in cost to the Employer.

**ARTICLE 27**

**SHIFT PREMIUMS**

**27.01 Shift Premium**

An employee working on shifts scheduled pursuant to clauses 25.13 to 25.23, will receive a shift premium of two dollars (\$2.00) per hour for all hours worked, including overtime hours, between 4:00 p.m. and 8:00 a.m. The shift premium will not be paid for hours worked between 8:00 a.m. and 4:00 p.m.

**27.02 Weekend Premium**

- (a) An employee working on shifts scheduled pursuant to clauses 25.13 to 25.23 during a weekend will receive an additional premium of two dollars (\$2.00) per hour for all hours worked, including overtime hours, on Saturday and/or Sunday.
- (b) Where Saturday and Sunday are not recognized as the weekend at a mission abroad, the Employer may substitute two (2) other contiguous days to conform to local practice.

## ARTICLE 28

### OVERTIME

#### 28.04 General

- (a) An employee is entitled to overtime compensation under clauses 28.06, ~~and 28.07~~ and 28.08 for each completed period of fifteen (15) minutes of overtime worked by him or her:
- (i) when the overtime work is authorized in advance by the Employer or is in accordance with standard operating instructions,  
and
  - (ii) when the employee does not control the duration of the overtime work.
- (b) Employees shall record starting and finishing times of overtime work in a form determined by the Employer.
- (c) For the purpose of avoiding the pyramiding of overtime, there shall be no duplication of overtime payments for the same hours worked.
- (d) Payments provided under the Overtime, Designated Paid Holidays, and Standby provisions of this Agreement shall not be pyramided, that is an employee shall not receive more than one compensation for the same service.

#### 28.06 Overtime Compensation on a Workday

Subject to clause 28.04(a):

- (a) an employee who is required to work overtime on his or her scheduled workday is entitled to compensation at time and one-half (1 1/2) for the first seven and one-half (7 1/2) consecutive hours of overtime worked and double time for all overtime hours worked in excess of seven and one-half (7 1/2) consecutive hours of overtime in any contiguous period;

~~**Alternate provisions**~~

~~**This clause applies to employees classified as PG only.**~~

~~*When an employee works overtime authorized by the Employer, the employee shall be compensated on the basis of time and one-half (1 1/2) for all hours worked in excess of seven and one-half (7 1/2) hours per day.*~~

~~**This clause applies to employees classified as PR only.**~~

~~*All time worked each day, either before or after the regular starting or quitting time in each shift, shall be considered as overtime, and will be paid at the rate of time and one-half (1 1/2) for the first three (3) hours of overtime worked in each day and at the rate of double (2) time thereafter.*~~

~~**Excluded provision**~~

~~**Sub-clause (b) does not apply to employees classified as PG.**~~

~~**Sub-clause (b) applies to employees in the Program and Administrative Services Group. See alternate provisions for other employees.**~~

- (b) if an employee is given instructions during the employee's work day to work overtime on that day and reports for work at a time which is not contiguous to the employee's scheduled hours of work, the employee shall be paid a minimum of two (2) hours' pay at straight-time or for actual overtime worked at the applicable overtime rate, whichever is the greater.

~~**Alternate provisions**~~

~~**This clause applies to employees classified as GL only.**~~

~~*If an employee reports back for overtime work which is not contiguous to either:*~~

~~*(a) — the employee's regularly scheduled shift on that day,*~~

~~*— or*~~

~~(b) — any other period of work on that day;~~

~~the employee shall be paid for the time actually worked; or a minimum of four (4) hours' pay at straight time, whichever is the greater. However, this clause shall be applicable only to employees who are notified of such a non-contiguous overtime requirement prior to the completion of either their regularly scheduled shift on that day, or any other period of work on that day, as applicable.~~

~~**This clause applies to employees classified as GS only.**~~

~~Subject to clause 28.04(a), overtime shall be compensated for at the following rates:~~

~~if an employee reports for work after being given instructions before the termination of the employee's work shift, or at any earlier time or day to work overtime at a specified time on a regular working day for a period which is not contiguous to the employee's scheduled shift, the employee shall be paid for the time actually worked, or a minimum of two (2) hours' pay at straight time, whichever is the greater.~~

~~**The following two paragraphs apply to employees in the Technical Services Group only.**~~

~~If an employee is given instructions before the beginning of the employee's meal break or before the midpoint of the employee's work day whichever is earlier, to work overtime on that day and reports for work at a time which is not contiguous to the employee's work period, the employee shall be paid for the time actually worked, or a minimum of two (2) hours' pay at straight time, whichever is the greater.~~

~~If an employee is given instructions, after the midpoint of the employee's work day or after the beginning of his or her meal break whichever is earlier, to work overtime on that day and reports for work at a time which is not contiguous to the employee's work period, the employee shall be paid for the time actually worked, or a minimum of three (3) hours' pay at straight time, whichever is the greater.~~

~~(e) — an employee who is called back to work after the employee has completed his or her work for the day and has left his or her place of work, and returns to work shall be paid the greater of:~~

- ~~(i) — compensation equivalent to three (3) hours' pay at the applicable overtime rate of pay for each call back to a maximum of eight (8) hours' compensation in an eight (8) hour period; such maximum shall include any reporting pay pursuant to paragraph (b) or its alternate provision; or~~
- ~~(ii) — compensation at the applicable overtime rate for actual overtime worked, provided that the period worked by the employee is not contiguous to the employee's normal hours of work;~~
- ~~(d) — the minimum payment referred to in subparagraph (c)(i), does not apply to part-time employees. Part-time employees will receive a minimum payment in accordance with clauses 62.05 or 62.06.~~

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#### 28.07 Overtime Compensation on a Day of Rest

~~The following sub-clauses (a) and (b) apply to employees in the Program and Administrative Group and the Technical Services Group. See alternate provisions for other employees.~~

Subject to clause 28.04 (a):

- (a) an employee who is required to work on a ~~first~~ day of rest is entitled to compensation at time and one-half (1 1/2) for the first seven and one-half (7 1/2) hours and double (2) time thereafter;
- (b) an employee who is required to work on two or more consecutive and contiguous a second or subsequent days of rest is entitled to compensation at double (2) time for all hours worked on the second and each consequent day of rest. ~~(second or subsequent day of rest means the second or subsequent day in an unbroken series of consecutive and contiguous calendar days of rest);~~

**Alternate provisions****The following sub-clauses (a), (b), and (c) apply to employees in the Operational Services Group only.**

*Subject to clause 28.04, an employee is entitled to time and one half (1 1/2) compensation for each hour of overtime worked by the employee.*

*Notwithstanding the above, an employee is entitled to double (2) time for each hour of overtime worked by the employee,*

*(a) — on a first day of rest, after a period of overtime equal to the normal daily hours of work specified in Article 25;*

*— and*

*(b) — on a second or subsequent day of rest, provided the days of rest are consecutive, except that they may be separated by a designated paid holiday (second or subsequent day of rest means the second or subsequent day in an unbroken series of consecutive and contiguous calendar days of rest);*

*— and*

*(c) — where an employee is entitled to double (2) time in accordance with (a) or (b) above and has worked a period of overtime equal to the normal daily hours of work, the employee shall continue to be compensated at double (2) time for all hours worked until he or she is given a period of rest of at least eight (8) consecutive hours.*

**This clause applies to employees classified as PR only.**

*All work performed during a weekend recess shall be paid for at the rate of double (2) time. For the purpose of this clause, weekend recess is defined as commencing at 00:00 hours Saturday morning and ending at 24:00 hours Sunday.*

**The following sub-clauses (c) and (d) apply to all groups.**

- (c) when an employee is ~~scheduled required~~ to report for work and reports on a day of rest, the employee shall be paid the greater of:

- (i) compensation equivalent to three (3) hours' pay at the applicable overtime rate ~~of pay for each reporting except that this minimum shall only apply once during a single eight (8) hour period, starting when an employee first commences the work, to a maximum of eight (8) hours' compensation in an eight (8) hour period,~~
  - or
  - (ii) compensation at the applicable overtime rate;
- (d) the minimum payment referred to in subparagraph (c)(i), does not apply to part-time employees. Part-time employees will receive a minimum payment in accordance with clause 62.05.

**28.08 Call-Back Pay NEW**

**Call-Back on a Regular Work Day or Day of Rest**

- ~~(a) an employee who is called back to work on a day of rest or after the employee has completed his or her work for the day and has left his or her place of work, and returns to work shall be paid the greater of:
  - ~~(i) compensation equivalent to three (3) hours' pay at the applicable overtime rate of pay except that this minimum shall only apply once during a single eight (8) hour period, starting when the employee first commences the work.~~
  - ~~or~~
  - ~~(ii) compensation at the applicable overtime rate for actual overtime worked,~~~~
- ~~provided that the period worked by the employee is not contiguous to the employee's normal hours of work;~~
- ~~(b) the minimum payment referred to in subparagraph (a)(i), does not apply to part-time employees. Part-time employees will receive a minimum payment in accordance with clause 62.06;~~

**Call-Back Worked from a Remote Location**

(c) If an employee receives a call to duty and works a minimum of fifteen (15) minute period at his or her residence or at another place to which the Employer agrees:

(i) on a designated paid holiday which is not the employee's scheduled day of work,

or

(ii) on the employee's day of rest,

or

(iii) after the employee has completed his or her work for the day and has left his or her place of work,

the employee shall be paid the greater of:

(A) compensation at the applicable overtime rate for the actual time worked,

or

(B) compensation equivalent to one (1) hour's pay at the straight-time rate pay except that this minimum shall only apply once during a single eight (8) hour period, starting when the employee first commences the work.

provided that the period worked by the employee is not contiguous to the employee's normal hours of work.

**28.089 Compensation in Cash or Leave With Pay**

- (a) Overtime shall be compensated in cash except where, upon request of an employee and with the approval of the Employer, or at the request of the Employer and the concurrence of the employee, overtime may be compensated in equivalent leave with pay.
- (b) The Employer shall endeavour to pay cash overtime compensation by the sixth (6th) week after which the employee submits the request for payment.

- (c) The Employer shall grant compensatory leave at times convenient to both the employee and the Employer.
- (d) Compensatory leave with pay not used by the end of a twelve (12)-month period, to be determined by the Employer, will be paid for in cash at the employee's hourly rate of pay as calculated from the classification prescribed in the certificate of appointment of his or her substantive position at the end of the twelve (12)-month period.
- ~~(e) 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, once per fiscal year, at the employee's hourly rate of pay as calculated from the classification prescribed in the certificate of appointment of his or her substantive position at the time of the request.~~

~~**Alternate provision**~~

~~**This clause applies to employees classified as PG only.**~~

~~*Upon application by the employee and at the discretion of the Employer, compensation earned under this Article may be taken in the form of compensatory leave, which will be calculated at the applicable premium rate laid down in this Article. Compensatory leave earned in a fiscal year and outstanding on September 30 of the next following fiscal year shall be paid at the employee's daily rate of pay on September 30.*~~

**28.0910 Meals**

- (a) An employee who works three (3) or more hours of overtime immediately before or immediately following the employee's scheduled hours of work shall be reimbursed his or her expenses for one meal in the amount of nine dollars (\$9.00) except where free meals are provided.
- (b) When an employee works overtime continuously extending four (4) hours or more beyond the period provided in paragraph (a), the employee shall be reimbursed for one additional meal in the amount of nine dollars (\$9.00) for each additional four (4)-hour period of overtime worked thereafter, except where free meals are provided.
- (c) Reasonable time with pay, to be determined by the Employer, shall be allowed the employee in order that the employee may take a meal break either at or adjacent to the employee's place of work.

- (d) Meal allowances under this clause shall not apply to an employee who is in travel status which entitles the employee to claim expenses for lodging and/or meals.

**28.101 Transportation Expenses**

- (a) When an employee is required to report for work and reports under the conditions described in paragraphs 28.06(b), ~~(e), and~~ 28.07(c), and 28.08(a), and is required to use transportation services other than normal public transportation services, the employee shall be reimbursed for reasonable expenses incurred as follows:
  - (i) mileage allowance to a maximum of fifty(50) kilometres per travel (maximum roundtrip of one-hundred (100) km) between the employee's workplace and residence at the rate normally paid to an employee when authorized by the Employer to use his or her automobile when the employee travels by means of his or her own automobile,  
  
or
  - (ii) out-of-pocket expenses for other means of commercial transportation.
- (b) 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 the employee's residence shall not constitute time worked.

**ARTICLE 29**

**STANDBY**

**29.01** Where the Employer requires an employee to be readily available on standby during off-duty hours, such employee shall be compensated at the rate of one-half (1/2) hour for each four (4) hour period or part thereof for which the employee has been designated as being on standby duty.

**29.02**

- (a) An employee designated by letter or by list for standby duty shall be available during his or her period of standby at a known telephone number and be readily available to return for duty as quickly as possible and within a reasonable timeframe as determined by the Employer, if called.
- (b) In designating employees for standby, the Employer will endeavour to provide for the equitable distribution of standby duties.
- (c) No standby payment shall be granted if an employee is unable to report for duty when required.
- (d) An employee on standby who is required to report for work, and reports, shall be compensated in accordance with clauses ~~28.06(e) or 28.07(e), 28.08~~ and is also eligible for reimbursement of transportation expenses in accordance with clause 28.101.

ARTICLE 30

DESIGNATED PAID HOLIDAYS

30.09 Reporting for Work on a Designated Holiday

~~When an employee is scheduled to report for work and reports on a designated holiday which is not the employee's scheduled day of work, the employee shall be compensated in accordance with clauses 28.07(c), 28.09 and 28.11~~

- ~~(a) When an employee is required to report for work and reports on a designated holiday, the employee shall be paid the greater of:
  - ~~(i) compensation equivalent to three (3) hours' pay at the applicable overtime rate of pay for each reporting to a maximum of eight (8) hours' compensation in an eight (8) hour period; such maximum shall include any reporting pay pursuant to paragraph 28.06(c);~~
  - ~~\_\_\_\_\_ or~~
  - ~~(ii) compensation in accordance with the provisions of clause 30.08.~~~~
- ~~(b) The minimum payment referred to in subparagraph (a)(i) does not apply to part time employees. Part time employees will receive a minimum payment in accordance with clause 62.09 of this Agreement.~~
- ~~(c) When an employee is required to report for work and reports under the conditions described in paragraph (a), and is required to use transportation services other than normal public transportation services, the employee shall be reimbursed for reasonable expenses incurred as follows:
  - ~~(i) mileage allowance at the rate normally paid to an employee when authorized by the Employer to use his or her automobile when the employee travels by means of his or her own automobile;~~
  - ~~\_\_\_\_\_ or~~~~

- ~~(ii) — out of pocket expenses for other means of commercial transportation.~~
- ~~(d) — 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 or her residence shall not constitute time worked.~~

**ARTICLE 32**

**TRAVELLING TIME**

**32.05** For the purposes of clauses 32.04 and 32.06, 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 lesser of the normal time as determined by the Employer, to proceed from the employee's place of residence or work place, as applicable, direct to the employee's destination and, upon the employee's return, direct back to the 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.

**32.07**

- (a) Upon request of an employee and with the approval of the Employer, compensation at the overtime rate earned under this Article may be granted in compensatory leave with pay and administered in accordance with paragraphs 28.09(c), (d), and (e).
- ~~(b) — Compensatory leave with pay not used by the end of a twelve month (12) period, to be determined by the Employer, will be paid for in cash at the employee's hourly rate of pay as calculated from the classification prescribed in the certificate of appointment of the employee's substantive position at the end of the twelve month (12) period.~~

**ARTICLE 33**

**LEAVE – GENERAL**

~~33.10~~ When an employee who is in receipt of a special duty allowance or an extra duty allowance is granted leave with pay, the employee is entitled during the employee's period of leave to receive the allowance if the special or extra duties in respect of which the employee is paid the allowance were assigned to the employee on a continuing basis, or for a period of two (2) or more months prior to the period of leave.

**ARTICLE 34****VACATION LEAVE WITH PAY****~~34.08 Advance Payments~~**

- ~~(a) — The Employer agrees to issue advance payments of estimated net salary for vacation periods of two (2) or more complete weeks, provided a written request for such advance payment is received from the employee at least six (6) weeks prior to the last pay day before the employee's vacation period commences.~~
- ~~(b) — Providing the employee has been authorized to proceed on vacation leave for the period concerned, pay in advance of going on vacation shall be made prior to the commencement of leave. Any overpayment in respect of such pay advances shall be an immediate first charge against any subsequent pay entitlements and shall be recovered in full prior to any further payment of salary.~~

**34.11 Carry-Over and/or Liquidation of Vacation Leave**

~~Sub-clauses (a) and (b) apply to employees in the Program and Administrative Services Group only. See alternate provisions for other employees.~~

- (a) Where in any vacation year, an employee has not been granted all of the vacation leave credited to him or her, the unused portion of his or her vacation leave, up to a maximum of two hundred and sixty two decimal five (262.5) hours credits, shall be carried over into the following vacation year. All vacation leave credits in excess of two hundred and sixty two decimal five (262.5) hours shall be automatically paid in cash at his or her daily rate of pay as calculated from the classification prescribed in his or her certificate of appointment of his or her substantive position on the last day of the vacation year.
- (b) Notwithstanding paragraph (a), if on March 31, 1999, or on the date an employee becomes subject to this Agreement after March 31, 1999, an employee has more than two hundred and sixty two decimal five (262.5) hours of unused vacation leave credits, a minimum of seventy five (75) hours credits per year shall be granted or paid in cash by March 31 of each year, commencing on March 31, 2000, until all vacation leave credits in excess of two hundred and sixty two decimal five (262.5) hours

have been liquidated. Payment shall be in one instalment per year and shall be at the employee's daily rate of pay as calculated from the classification prescribed in his or her certificate of appointment of his or her substantive position on March 31 of the applicable previous vacation year.

**Alternate provision**

***This clause applies to employees in the Operational Services and the Technical Services Groups only.***

*Where in any vacation year, the Employer has not granted all of the vacation leave credited to the employee, the unused portion of the employee's vacation leave shall be carried over into the following vacation year. Carry-over beyond one (1) year shall be by mutual consent.*

### 34.11 Carry-Over and/or Liquidation of Vacation Leave

~~Sub-clauses (a) and (b) apply to employees in the Program and Administrative Services Group only. See alternate provisions for other employees.~~

- (a) Where in any vacation year, an employee has not been granted all of the vacation leave credited to him or her, the unused portion of his or her vacation leave, up to a maximum of two hundred and sixty two decimal five (262.5) hours credits, shall be carried over into the following vacation year. All vacation leave credits in excess of two hundred and sixty two decimal five (262.5) hours shall be automatically paid in cash at his or her daily rate of pay as calculated from the classification prescribed in his or her certificate of appointment of his or her substantive position on the last day of the vacation year.
- (b) Notwithstanding paragraph (a), if on March 31, 1999, or on the date an employee becomes subject to this Agreement after March 31, 1999, an employee has more than two hundred and sixty two decimal five (262.5) hours of unused vacation leave credits, a minimum of seventy five (75) hours credits per year shall be granted or paid in cash by March 31 of each year, commencing on March 31, 2000, until all vacation leave credits in excess of two hundred and sixty two decimal five (262.5) hours have been liquidated. Payment shall be in one instalment per year and shall be at the employee's daily rate of pay as calculated from the classification prescribed in his or her certificate of appointment of his or her substantive position on March 31 of the applicable previous vacation year.

**Alternate provision**

~~**This clause applies to employees in the Operational Services and the Technical Services Groups only.**~~

~~*Where in any vacation year, the Employer has not granted all of the vacation leave credited to the employee, the unused portion of the employee's vacation leave shall be carried over into the following vacation year. Carry over beyond one (1) year shall be by mutual consent.*~~

## Leave when employment terminates

**34.14** Notwithstanding clause 34.13, an employee whose employment is terminated for cause pursuant to paragraph 51(1)(g) of the *Canada Customs and Revenue Agency Act* by reason of abandonment of his or her position is entitled to receive the payment referred to in clause 34.13, if he or she requests it within six (6) months following the date upon which his or her employment is terminated.

### **34.16 Appointment to a Schedule I or IV Employer**

Notwithstanding clause 34.13, an employee who resigns to accept an appointment with an organization listed in Schedule I or IV of the *Public Service Staff Relations-Financial Administration Act* may choose not to be paid for unused vacation and furlough leave credits, provided that the appointing organization will accept such credits.

### **34.17**

~~The following clause applies to employees classified as GS and to employees in the Technical Services Group.~~

~~If, at the end of a vacation year, an employee's entitlement to vacation leave with pay includes a fractional entitlement of less or more than one-half (1/2) day, the entitlement shall be increased to the nearest half (1/2) day.~~

### **NEW**

#### **Appointment from a Schedule I or IV Employer**

The Employer agrees to accept the unused vacation and furlough leave credits up to a maximum of two hundred and sixty-two decimal five (262.5) hours of an employee who resigns from an organization listed in Schedule I or IV or the *Financial Administration Act*.

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**ARTICLE 35**

**SICK LEAVE WITH PAY**

**35.09** The Employer agrees that an employee shall not be terminated for cause for reasons of incapacity pursuant to paragraph 51(1)(g) of the *Canada Customs and Revenue Agency Act* at a date earlier than the date at which the employee will have utilized his or her accumulated sick leave credits, except where the incapacity is the result of an injury or illness for which Injury on Duty Leave has been granted pursuant to Article 37.

**ARTICLE 38**  
**MATERNITY LEAVE WITHOUT PAY**

Note: The Employer wishes to incorporate in the collective agreement, the language of the Memorandum of Agreement signed December 21, 2005.

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**ARTICLE 40**

**PARENTAL LEAVE WITHOUT PAY**

Note: The Employer wishes to incorporate in the collective agreement, the language of the Memorandum of Agreement signed December 21, 2005

**40.01 Parental Leave Without Pay**

- (f) Parental leave without pay taken by a couple employed with the CCRA shall not exceed a total of thirty-seven (37) weeks for both individuals combined.

**ARTICLE 45**

**MARRIAGE LEAVE WITH PAY**

~~**45.02** In provinces and territories where same sex marriage is not available and after the completion of one (1) year's continuous employment in the Public Service, and providing an employee gives the Employer at least five (5) days' notice, the employee shall be granted thirty seven and one half hours (37.5) leave with pay for the purpose of participating in a public commitment ceremony with a partner of the same sex.~~

**ARTICLE 46**

**LEAVE WITHOUT PAY FOR RELOCATION OF SPOUSE**

**46.01** 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 is permanently relocated for employment purposes and up to five (5) years to an employee whose spouse is temporarily relocated for employment purposes.

## ARTICLE 49

### PERSONNEL SELECTION LEAVE

**49.01** Where an employee participates in a personnel selection process, including the appeal process where applicable, for a position in the Public Service, as defined in the *Public Service ~~Staff-Labour~~Relations Act*, and including recourse for any staffing process at the CCRA, 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 or her presence is so required. This clause applies equally in respect of the personnel selection process related to interchange/secondment.

**ARTICLE 53**

**PRE-RETIREMENT LEAVE**

**53.01** Effective on the date of signing of this collective agreement, the Employer will provide five (5) days of paid leave per year, up to a maximum of twenty-five (25) days, to employees who have the combination of age and years of service to qualify for an immediate annuity without penalty under the *Public Service Superannuation Act* fifty-five (55) years old and over with a minimum of thirty (30) years of service.

**ARTICLE 54**

**LEAVE WITH OR WITHOUT PAY FOR OTHER REASONS**

**54.03 Management Performance Leave**

- (a) Subject to the conditions established in the Employer's CERA Performance Guidelines for the Management/Gestion (MG) Group, employees who perform MG duties during the annual review period, shall be eligible to receive up to seventy-five (75) hours of management performance leave for people management based on the annual performance assessment.
- (b) Leave granted under this article shall be subject to operational requirements.
- (c) At the end of any fiscal year, all remaining and unused portion of management performance leave credits will be automatically converted into vacation leave and subject to the provisions of Article 34, Vacation Leave with pay.

**ARTICLE 56**

**STATEMENT OF DUTIES**

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

**ARTICLE 62****PART-TIME****62.01 Definition**

Part-time employee means an employee whose weekly scheduled hours of work on average in a same position are less than those established in Article 25 but not less than those prescribed in the *Public Service Staff-Labour Relations Act*.

**General**

**62.02** Unless otherwise specified in this Article, part-time employees shall be entitled to the benefits provided under this Agreement in the same proportion as their normal weekly hours of work in the same position compared with thirty-seven and one-half (37 1/2).

**62.03** Part-time employees are entitled to overtime compensation in accordance with subparagraphs (ii) and (iii) of the overtime definition in clause 2.01.

**62.04** The days of rest provisions of this Agreement apply only in a week when a part-time employee has worked five (5) days at straight time in the same position or thirty-seven and one-half (37 1/2) hours at straight time in the same position.

**Specific Application of this Agreement****62.05 Reporting Pay**

Subject to clause 62.04, when a part-time employee meets the requirements to receive reporting pay on a day of rest, in accordance with subparagraph 28.07(c)(i), or is entitled to receive a minimum payment rather than pay for actual time worked during a period of standby, in accordance with subparagraphs ~~28.06(e)(i) or~~ 28.07(c)(i) or 28.08(a)(i), the part-time employee shall be paid a minimum payment of four (4) hours pay at the straight-time rate of pay.

**62.06 Call-Back**

When a part-time employee meets the requirements to receive call-back pay in accordance with clause ~~28.06(e)(i), 28.08(a)(i)~~ and is entitled to receive the minimum payment rather than pay for actual time worked, the part-time employee shall be paid a minimum payment of four (4) hours pay at the straight-time rate.

## ARTICLE 63

### SEVERANCE PAY

**63.01** Under the following circumstances and subject to clause 63.02, an employee shall receive severance benefits calculated on the basis of the weekly rate of pay to which he or she is entitled for the classification prescribed in his or her certificate of appointment on the date of his or her termination of employment.

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

- (i) When an employee has completed more than one (1) year of continuous employment and ceases to be employed by reason of termination for cause for reasons of incapacity pursuant to paragraph 51(1)(g) of the *Canada ~~Customs and Revenue Agency Act~~*, one week's pay for each complete year of continuous employment with a maximum benefit of twenty-eight (28) weeks.
- (ii) When an employee has completed more than ten (10) years of continuous employment and ceases to be employed by reason of termination for cause for reasons of incompetence pursuant to paragraph 51(1)(g) of the *Canada ~~Customs and Revenue Agency Act~~*, one (1) week's pay for each complete year of continuous employment with a maximum benefit of twenty-eight (28) weeks.

**63.03 Appointment to a Schedule I, IV or V Employer**

Notwithstanding paragraph 63.01(b), an employee who resigns to accept an appointment with an organization listed in Schedule I, IV or V of the *~~Public Service Staff Relations Act~~ Financial Administration Act* may choose not to be paid severance pay provided that the appointing organization will accept the employee's service for its severance pay entitlement.

**ARTICLE 64**

**PAY ADMINISTRATION**

**64.07**

- (a) When an employee is required by the Employer to substantially perform the duties of a higher classification level in an acting capacity and performs those duties for at least three (3) consecutive working days or shifts, the employee shall be paid acting pay calculated from the date on which he or she commenced to act as if he or she had been appointed to that higher classification level for the period in which he or she acts.
- (b) When a day designated as a paid holiday occurs during the qualifying period, the holiday shall be considered as a day worked for purposes of the qualifying period.

**Alternate provision**

***This clause applies to employees in the Operational Services Group only.***

*When an employee is required by the Employer to substantially perform the duties of a higher classification level in an acting capacity and performs those duties for at least one (1) full working day or one (1) full shift, the employee shall be paid acting pay calculated from the date on which he or she commenced to act as if he or she had been appointed to that higher classification level for the period in which he or she acts.*

**ARTICLE 66**

**DURATION**

**66.01** This Agreement shall expire on ~~October 31, 2007~~.

**66.02** Unless otherwise expressly stipulated, the provisions of this Agreement shall become effective on the date it is signed.

**66.03** The Employer wishes to discuss the inclusion of a provision dealing with implementation period of a new collective agreement.

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**APPENDIX "A"**

**RATES OF PAY AND PAY NOTES**

The Employer wishes to:

- discuss pay lines in accordance with SP conversion,
- introduce pay notes related to SP
- discuss economic increases

**APPENDIX "B"****PROVISIONS APPLICABLE TO EMPLOYEES IN THE  
GENERAL LABOUR AND TRADES (SUPERVISORY AND  
NON-SUPERVISORY) GROUPS AND IN THE GENERAL  
SERVICES (SUPERVISORY AND NON-SUPERVISORY) GROUPS**

~~Notwithstanding the general provisions of this collective agreement, the following specific provisions shall apply to employees classified in the General Labour and Trades (supervisory and non-supervisory) Groups and in the General Services (supervisory and non-supervisory) Groups.~~

**~~The following apply to employees classified as GL and GS:~~****~~1. Reporting pay~~**

~~An employee who reports for work on the employee's scheduled shift shall be paid for the time actually worked, or a minimum of four (4) hours' pay at straight time, whichever is the greater.~~

**~~2. Supervisory differential~~**

~~A supervisory differential, as established in Appendix "A," Annex "B," shall be paid to employees in the bargaining unit who encumber positions which receive a supervisory rating under the classification standard, and who perform supervisory duties.~~

**~~The following apply to employees classified as GL only:~~****~~1. Travel between work sites~~**

~~When an employee is required to perform work at other than his or her normal work place, as defined in the Employer's Travel Policy, and the employee's status is such that the employee is not entitled to claim expenses for lodging and meals, the Employer shall provide transportation, or mileage allowance in lieu, for travel between the employee's normal workplace and any other work place(s).~~

**2.——Miscellaneous**

~~The Employer shall continue to provide any automobile windshield sticker or other form of permit which an employee may require in order to enter the employee's work site area, or shall repay the employee for the cost of same. However, this undertaking by the Employer shall not include free automobile parking privileges where payment of a parking fee would otherwise apply.~~

**APPENDIX "C"**  
**WORK FORCE ADJUSTMENT APPENDIX**  
**TO PSAC COLLECTIVE AGREEMENT**

The Employer wishes to make the following editorial amendments and reserves the right to make proposals on this appendix.

**General**

**Application**

**This Appendix to the collective agreement applies to all members represented by the Public Service Alliance of Canada (PSAC) for whom the Canada ~~Customs and~~ Revenue Agency (CERA) is the employer. Unless explicitly specified, the provisions contained in Parts I to VI do not apply to alternative delivery initiatives.**

**Collective agreement**

With the exception of those provisions for which the CERA Staffing Program is responsible, this Appendix is part of this Agreement.

Notwithstanding the Job Security Article, in the event of conflict between the present Work Force Adjustment Appendix and that article, the present Work Force Adjustment Appendix will take precedence.

## Objectives

It is the policy of the CERA to maximise employment opportunities for ~~indeterminate~~-permanent employees affected by work force adjustment 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.

To this end, every ~~indeterminate~~-permanent employee whose services will no longer be required because of a work force adjustment situation and for whom the Commissioner knows or can predict employment availability will receive a guarantee of a reasonable job offer within the CERA. Those employees for whom the Commissioner cannot provide the guarantee will have access to transitional employment arrangements (as per Part VI and VII).

In the case of surplus employees for whom the Commissioner cannot provide the guarantee of a reasonable job offer within the CERA, the ~~CERA Agency~~ is committed to assist these employees in finding alternative employment in the Public Service (~~Part Schedule I and H IV of the Financial Administration Act (FAA)) Public Service Staff Relations Act (PSSRA)~~).

## Definitions

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

**Affected employee** (*employé-e touché-e*) – is an ~~permanent~~ ~~indeterminate~~ employee who has been informed in writing that his or her services may no longer be required because of a work force adjustment situation.

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

**Alternative delivery initiative** (*diversification des modes de prestation des services*) – is the transfer of any work, undertaking or business to any employer that is outside the CERA.

**Commissioner** (*commissaire*) – has the same meaning as in the definition of Section 2 of the Canada ~~Customs and Revenue Agency Act~~, and also means his or her official designate as per section 37(1) and (2) of the Canada ~~Customs and Revenue Agency Act~~.

**Education allowance** (*indemnité d'études*) – is one of the options provided to an ~~permanent indeterminate~~ employee affected by a ~~normal~~ work force adjustment situation for whom the Commissioner cannot guarantee a reasonable job offer. The Education Allowance is a cash payment, equivalent to the Transitional Support Measure (see Annex B), plus a reimbursement of tuition from a recognised learning institution, book and mandatory equipment costs, up to a maximum of \$8,000.00.

**Guarantee of a reasonable job offer** (*garantie d'une offre d'emploi raisonnable*) – is a guarantee of an offer of ~~permanent indeterminate~~ employment within the CERA provided by the Commissioner to an ~~permanent indeterminate~~ employee who is affected by work force adjustment. The Commissioner will be expected to provide a guarantee of a reasonable job offer to those affected employees for whom he or she knows or can predict employment availability in the CERA. 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 51(1)(g) of the CERA Act and who still retains a preferred status for reappointment within the CERA under the Staffing Program Directive on Preferred Status.

**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 period is included in the surplus period.

**Lay-off preferred status** (*statut privilégié de mise en disponibilité*) – a person who has been laid off is entitled to a preferred status for appointment without recourse to a position in the CERA for which, in the opinion of the CERA, he or she is qualified. The preferred status is for a period of 15 months following the lay-off date, or following the termination date, pursuant to subsection 51(1)(g) of the CERA Act.

**Opting employee** (*employé-e optant*) – is an ~~permanent indeterminate~~ employee whose services will no longer be required because of a work force adjustment situation and who has not received a guarantee of a reasonable job offer from the Commissioner and who has 120 days to consider the Options of Part 6.3 of this Appendix.

**Pay** (*rémunération*) – has the same meaning as “rate of pay” in this Agreement.

**Preferred Status Administration system** (*système d’administration du statut privilégié*) – ~~A temporary priority status granted to permanent employees of the CRA further to specific situations is a system under the CCRA staffing program to facilitate appointments of individuals entitled to preferred status for appointment within the CCRA.~~

**Preferred Status for Reinstatement** (*statut privilégié de réintégration*) – is a preferred status for appointment allowed under the CCRA staffing program to certain individuals salary-protected under this Appendix for the purpose of assisting them to re-attain an appointment level equivalent to that from which they were declared surplus.

**Reasonable job offer** (*offre d’emploi raisonnable*) – is an offer of ~~permanent indeterminate~~ employment within the CCRA, 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 CCRA Travel Policy. In Alternative Delivery situations, a reasonable offer is one that meets the criteria set out in Type 1 and Type 2 of Part VII of this Appendix. A reasonable job offer is also an offer from a ~~FAA Schedule I, IV and V PSSRA Part I and Part II~~ 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.

**Relocation** (*réinstallation*) – is the authorised 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 authorised 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 CERA.

**Surplus employee** (*employé-e excédentaire*) – is an ~~permanent indeterminate~~ employee who has been formally declared surplus, in writing, by the Commissioner.

**Surplus preferred status** (*statut privilégié d'excédentaire*) – is, under the CERA Staffing Program, an entitlement of preferred status for appointment to surplus employees to permit them to be appointed to other positions in the CERA without recourse.

**Surplus status** (*statut d'employé-e excédentaire*) – An ~~permanent 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 ~~permanently indeterminately~~ appointed to another position, until his or her surplus status is rescinded, or until the person resigns.

**Transition Support Measure** (*mesure de soutien à la transition*) – is one of the options provided to an opting employee for whom the Commissioner cannot guarantee a reasonable job offer. The Transition Support Measure is a cash payment based on the employee's years of service, as per Annex B.

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

**Work force adjustment** (*réaménagement des effectifs*) – is a situation that occurs when the Commissioner decides that the services of one or more ~~permanent indeterminate~~ employees will no longer be required beyond a specified date because of a lack of work, the discontinuance of a function, a relocation in which the employee does not wish to relocate or an alternative delivery initiative.

## Monitoring

The application of the Work Force Adjustment Appendix will be monitored by the CERA.

## References

The primary references for the subject of Work Force Adjustment are as follows:

Canada ~~Customs and~~ Revenue Agency Act.

Canada Labour Code, Part I.

CERA policy on termination of Employment in Alternative Delivery Situations.

CERA Relocation Policy.

CERA Staffing Program Directive on Preferred Status.

CERA Travel Policy.

### Financial Administration Act

Pay Rate Selection (Treasury Board Manual, Pay administration volume, chapter 3).

Public Service ~~Labour Staff~~ Relations Act, sections ~~79 and 81~~ 48.1 and 49.

Public Service Superannuation Act, section 40.1.

## Enquiries

Enquiries about this Appendix should be referred to the PSAC, or the responsible officers in the CERA headquarters Work Force Adjustment Unit.

Enquiries by employees pertaining to entitlements to a preferred status for appointment should be directed to the CERA human resource advisors.

## Part I

### Roles and responsibilities

#### 1.1 CERA

**1.1.1** Since permanent indeterminate employees who are affected by work force adjustment situations are not themselves responsible for such situations, it is the responsibility of the CERA to ensure that they are treated equitably and, whenever possible, given every reasonable opportunity to continue their careers as CERA employees.

**1.1.2** CERA shall carry out effective human resource planning to minimize the impact of work force adjustment situations on permanent indeterminate employees, and on the CERA.

**1.1.3** The CERA shall establish work force adjustment committees, where appropriate, to manage the work force adjustment situations within the CERA.

**1.1.4** The CERA shall establish systems to facilitate redeployment or retraining of the CERA's affected employees, surplus employees, and laid-off persons.

**1.1.5** When the Commissioner determines that the services of an employee are no longer required beyond a specified date due to lack of work or discontinuance of a function, the Commissioner shall advise the employee, in writing, that his or her services will no longer be required.

Such a communication shall also indicate if the employee:

- is being provided a guarantee of a reasonable job offer from the Commissioner and that the employee will be in surplus status from that date on,
- or
- is an opting employee and has access to the Options of Section 6.3 of this Appendix because the employee is not in receipt of a guarantee of a reasonable job offer from the Commissioner.

Where applicable, the communication should also provide the information relative to the employee's possible lay-off date.

**1.1.6** The Commissioner will be expected to provide a guarantee of a reasonable job offer for those employees subject to work force adjustment for whom they know or can predict employment availability in the CERA.

**1.1.7** Where the Commissioner cannot provide a guarantee of a reasonable job offer, the Commissioner will provide 120 days to consider the three Options outlined in Part VI of this Appendix to all opting employees before a decision is required of them. If the employee fails to select an option, the employee will be deemed to have selected Option (a), twelve-month surplus preferred status period in which to secure a reasonable job offer.

**1.1.8** The Commissioner shall make a determination to either provide a guarantee of a reasonable job offer or access to the Options set out in 6.3 of this Appendix, upon request of any ~~permanent indeterminate~~ affected employee who can demonstrate that his or her duties have already ceased to exist.

**1.1.9** The CERA shall advise and consult with the PSAC representatives as completely as possible regarding any work force adjustment situation as soon as possible after the decision has been made and throughout the process and will make available to the PSAC the name and work location of affected employees.

**1.1.10** Where an employee is not considered suitable for appointment, the CERA shall advise in writing the employee and the PSAC, indicating the reasons for the decision together with any enclosures.

**1.1.11** The CERA shall provide that employee with a copy of this Appendix simultaneously with the official notification to an employee to whom this Appendix applies that he or she has become subject to work force adjustment.

**1.1.12** The Commissioner shall apply this Appendix so as to keep actual involuntary lay-offs to a minimum, and lay-offs shall normally only occur where an individual has refused a reasonable job offer, or is not mobile, or cannot be retrained within two years, or is laid-off at his or her own request.

**1.1.13** The CERA is responsible to counsel and advise its affected employees on their opportunities of finding continuing employment in the CERA.

**1.1.14** 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 CERA shall avoid appointment to a lower level except where all other avenues have been exhausted.

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

**1.1.16** The CERA shall relocate surplus employees and laid-off persons, if necessary.

**1.1.17** Relocation of surplus employees or laid-off persons shall be undertaken when the individuals indicate that they are willing to relocate and relocation will enable their reappointment, providing that

- there are no available “preferred status individuals,” qualified and interested in the position being filled; or
- no available local surplus employees or laid-off persons who are interested and who could qualify with retraining.

**1.1.18** The cost of travelling to interviews for possible appointments and of relocation to the new location shall be borne by the CERA. Such cost shall be consistent with the CERA Travel and Relocation policies.

**1.1.19** For the purposes of the Relocation policy, 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.

**1.1.20** For the purposes of the Travel policy, laid-off persons travelling to interviews for possible reappointment to the CERA are deemed to be “other persons travelling on government business.”

**1.1.21** For the preferred status period, the CERA shall pay the salary costs, and other authorised costs such as tuition, travel, relocation, and retraining for surplus employees and laid-off persons, as provided in the collective agreement and CERA policies; all authorised costs of termination; and salary protection upon lower-level appointment.

**1.1.22** The CERA shall protect the ~~permanent indeterminate~~ status and the surplus preferred status of a surplus ~~permanent indeterminate~~ employee appointed to a term position under this Appendix.

**1.1.23** The CERA shall review the use of private temporary employment services, employees appointed for a specified period (terms) and all other non-

~~permanent indeterminate~~ employees. Where practicable, the CERA shall not re-engage such private temporary employment 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 the foregoing shall restrict the employer's right to engage or appoint persons to meet short-term, non-recurring requirements. Surplus employees and laid-off persons shall be given preferred status even for these short-term work opportunities.

**1.1.25** The CERA may lay off an employee at a date earlier than originally scheduled when the surplus employee requests them to do so in writing.

**1.1.26** The CERA shall provide surplus employees with a lay-off notice at least one month before the proposed lay-off date, if appointment efforts have been unsuccessful.

**1.1.27** When a surplus employee refuses a reasonable job offer, he or she shall be subject to lay-off one month after the refusal, however not before six months after the surplus declaration date.

**1.1.28** The CERA is to presume that each employee wishes to be redeployed unless the employee indicates the contrary in writing.

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**1.1.29** The CERA 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, affected and surplus employee and laid-off person to work with them throughout the process. Such counselling is to include explanations and assistance concerning:

- (a) the work force adjustment situation and its effect on that individual;
- (b) the work force adjustment appendix;
- (c) the Preferred Status Administration System and how it works from the employee's perspective (referrals, interviews or "boards," feedback to the employee, follow-up by the CERA, 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 that might be available to the employee (alternation, 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 likelihood that the employee will be successfully appointed;
- (i) the meaning of a guarantee of reasonable job offer, a Twelve-month surplus preferred status period in which to secure a reasonable job offer, a Transition Support Measure, and an Education Allowance;
- (j) the Human Resources Centres of Canada and their services (including a recommendation that the employee register with the nearest office as soon as possible);
- (k) preparation for interviews;
- (l) repeat counselling as long as the individual is entitled to a preferred status and has not been appointed;
- (m) advising the employee that refusal of a reasonable job offer will jeopardize both chances for retraining and overall employment continuity; and,
- (n) the assistance to be provided in finding alternative employment in the Public Service (Schedule I, IV and V, Part I and II of the FAA PSSRA) to a surplus employee for whom the Commissioner cannot provide a guarantee of a reasonable job offer within the CERA.

**1.1.30** The CERA 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 delegated manager.

**1.1.31** Severance pay and other benefits flowing from other clauses in this Agreement are separate from, and in addition to, those in this Appendix.

**1.1.32** 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 as of which the Commissioner accepts in writing the employee's resignation.

**1.1.33** The CERA shall establish and modify staffing procedures to ensure the most effective and efficient means of maximizing the appointment of surplus employees and laid-off persons.

**1.1.34** The CERA shall actively market surplus employees and laid-off persons within the CERA unless the individuals have advised the CERA in writing that they are not available for appointment.

**1.1.35** The CERA shall determine, to the extent possible, the occupations within the CERA where there are skill shortages for which surplus employees or laid-off persons could be retrained.

**1.1.36** The CERA shall provide information directly to the PSAC on the numbers and status of their members who ~~have are in the~~ Preferred Status ~~Administrative System~~, through reports to the PSAC.

**1.1.37** The CERA shall, wherever possible, ensure that preferred status for reinstatement is given to all employees who are subject to salary protection.

## **1.2 Employees**

**1.2.1** Employees have the right to be represented by the PSAC in the application of this Appendix.

**1.2.2** Employees who are directly affected by work force adjustment 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 CERA, unless they have advised the CERA, in writing, that they are not available for appointment;
- (b) seeking information about their entitlements and obligations;
- (c) providing timely information to the CERA to assist them in their appointment activities (including curriculum vitae or resumes);

- (d) ensuring that they can be easily contacted by the CERA, and to attend appointments related to referrals;
- (e) seriously considering job opportunities presented to them, including retraining and relocation possibilities, specified period appointments and lower-level appointments.

**1.2.3** Opting employees are responsible for:

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

## **Part II**

### **Official notification**

#### **2.1 CERA**

**2.1.1** In any work force adjustment situation which is likely to involve ten or more permanent indeterminate employees covered by this Appendix, the CERA shall notify, under no circumstances less than 48 hours before the situation is announced, in writing and in confidence, the PSAC. 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 number 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 CERA 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 a work force adjustment situation.

**3.1.2** Following written notification, employees must indicate, within a period of six months, their intention to move. If the employee's intention is not to move

with the relocated position, the Commissioner can either provide the employee with a guarantee of a reasonable job offer or access to the Options set out in section 6.3 of this Appendix.

**3.1.3** Employees relocating with their work units shall be treated in accordance with the provisions of 1.1.16 to 1.1.20.

**3.1.4** Although the CERA will endeavour to respect employee location preferences, nothing precludes the CERA from offering the relocated position to employees in receipt of a guarantee of a reasonable job offer from the Commissioner, 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 redeployment of affected employees, surplus employees, and laid-off persons, the CERA shall make every reasonable effort to retrain such individuals for:

- (a) existing vacancies, or
- (b) anticipated vacancies identified by management.

**4.1.2** The CERA shall be responsible for identifying situations where retraining can facilitate the appointment of surplus employees and laid-off persons.

**4.1.3** Subject to the provisions of 4.1.2, the Commissioner shall approve up to two 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 employee to a specific vacant position or will enable the employee to qualify for anticipated vacancies in occupations or locations where there is a shortage of qualified candidates; and
- (b) there are no other available preferred status persons who qualify for the position.

**4.2.2** The CERA is responsible for ensuring that an appropriate retraining plan is prepared and is agreed to in writing by the employee and the delegated manager.

**4.2.3** Once a retraining plan has been initiated, its continuation and completion are subject to satisfactory performance by the employee.

**4.2.4** While on retraining, a surplus employee is entitled to be paid in accordance with his or her current appointment, unless the CERA is willing to appoint the employee ~~permanently~~ ~~indefinitely~~, conditional on successful completion of retraining, in which case the retraining plan shall be included in the letter of offer.

**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 CERA has been unsuccessful in making the employee a reasonable job offer.

**4.2.7** In addition to all other rights and benefits granted pursuant to this section, an employee who is guaranteed a reasonable job offer, is also guaranteed, subject to the employee's willingness to relocate, training to prepare the surplus employee for appointment to a position pursuant to section 4.1.1, such training to continue for one year or until the date of appointment to another position, whichever comes first. Appointment to this position is subject to successful completion of the training.

### **4.3 Laid-off persons**

**4.3.1** A laid-off person shall be eligible for retraining, with the approval of the CERA, providing:

- (a) retraining is needed to facilitate the appointment of the person to a specific vacant position;
- (b) the person meets the minimum requirements set out in the Staffing Program Directive on Staffing Requirements for appointment to the group concerned;
- (c) there are no other available individuals with a preferred status who qualify for the position; and
- (d) the CERA cannot justify a decision not to retrain the person.

**4.3.2** When a person is offered an appointment conditional on successful completion of retraining, a retraining plan reviewed by the CERA shall be included in the letter of offer. If the person accepts the conditional offer, he or she will be appointed on an ~~permanent indeterminate~~ basis to the full level of the position after having successfully completed training and being assessed as qualified for the position. When a person 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 Agreement, or, in the absence of such provisions, the appropriate provisions of the Regulations 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 to 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 Commissioner will be expected to provide a guarantee of a reasonable job offer for 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 Commissioner have 120 days to consider the three (3) Options below before a decision is required of them.

**6.1.3** The opting employee must choose, in writing, one of the three Options of section 6.3 of this Appendix within the 120-day window. The employee cannot change Options once having made a written choice.

**6.1.4** If the employee fails to select an Option, the employee will be deemed to have selected Option (a), (12) twelve-month surplus preferred status period in which to secure a reasonable job offer at the end of the 120-day window.

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

#### 6.2 Alternation

**6.2.1** An alternation occurs when an opting employee who wishes to remain in the CERA exchanges positions with a non-affected employee (the alternate) willing to leave the CERA under the terms of Part VI of this Appendix.

**6.2.2** Only an opting employee, not a surplus one, may alternate into an ~~an~~ permanent indeterminate position that remains in the CERA.

**6.2.3** An ~~an~~ permanent indeterminate employee wishing to leave the CERA 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 CERA.

**6.2.4** An alternation must permanently eliminate a function or a position.

**6.2.5** 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 days of the alternation.

**6.2.6** 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-per-cent higher than the maximum rate of pay for the lower paid position.

**6.2.7** An alternation must occur on a given date, i.e. two employees directly exchange positions on the same day. There is no provision in alternation for a “domino” effect or for “future considerations.”

### **6.3 Options**

**6.3.1** Only opting employees who are not in receipt of the guarantee of a reasonable job offer from the Commissioner will have access to the choice of Options below:

- (a) Twelve-month surplus preferred status 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 months, the employee will be laid off in accordance with the CERA Act. Employees who choose or are deemed to have chosen this Option are surplus employees.
  - (i) At the request of the employee, this twelve (12) month surplus preferred status period shall be extended by the unused portion of the 120-day opting period referred to in 6.1.2 which remains once the employee has selected in writing Option (a).

- (ii) When a surplus employee who has chosen, or who is deemed to have chosen, Option (a) offers to resign before the end of the (12) twelve-month surplus preferred status period, the Commissioner may authorise 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.
- (iii) The CERA will make every reasonable effort to market a surplus employee in the CERA within the employee's surplus period within his or her preferred area of mobility. The CERA will also make every reasonable effort to market a surplus employee in the Public Service ([Schedule I, IV and V, Part I and II](#) of the [FAA PSSRA](#)) within the employee's headquarters as defined in the CERA Travel Policy.

or

- (b) Transition Support Measure (TSM) is a cash payment, based on the employee's years of service (see Annex B) made to an opting employee. 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 \$8,000 for reimbursement of receipted expenses of an opting employee for tuition from a learning institution and costs of books and mandatory equipment. Employees choosing Option (c) could either:

- (i) resign from the CERA 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 years, while attending the learning institution. The TSM shall be paid in one or two lump-sum amounts over a maximum two-year period. During this period,

employees could continue to be public service benefit plan members and contribute both employer and employee share to the benefits plans and the Public Service Superannuation Plan. At the end of the two-year leave without pay period, unless the employee has found alternate employment in the CERA, the employee will be laid off in accordance with the *Canada Customs and Revenue Agency Act*.

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

**6.3.3** The TSM, pay in lieu of unfulfilled surplus period and the Education Allowance cannot be combined with any other payment under the Work Force Adjustment Appendix.

**6.3.4** In the cases of: pay in lieu of unfulfilled surplus period, Option (b) and Option (c)(i), the employee will not be granted preferred status for reappointment upon acceptance of his or her resignation.

**6.3.5** Employees choosing Option (c)(ii) who have not provided the CERA 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 CERA, and be considered to be laid-off for purposes of severance pay.

**6.3.6** All opting employees will be entitled to up to \$400.00 for financial planning advice.

**6.3.7** 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 CERA 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.

**6.3.8** Notwithstanding section 6.3.7, an opting employee who has received an Education Allowance will not be required to reimburse tuition expenses, costs of books and mandatory equipment, for which he or she cannot get a refund.

**6.3.9** The Commissioner shall ensure that pay in lieu of unfulfilled surplus period is only authorised 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 that period.

**6.3.10** 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-month surplus preferred status period, the employee is ineligible for pay in lieu of unfulfilled surplus period.

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

#### **6.4 Retention payment**

**6.4.1** There are three situations in which an employee may be eligible to receive a retention payment. These are total facility closures, relocation of work units and alternative delivery initiatives.

**6.4.2** All employees accepting retention payments will not be granted a preferred status for reappointment in the CERAs.

**6.4.3** An individual who has received a retention payment and, as applicable, is either reappointed to the CERAs, 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.

**6.4.4** The provisions of 6.4.5 shall apply in total facility closures where CERAs 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 CERAs) are poor.

**6.4.5** Subject to 6.4.4, the Commissioner shall pay to each employee who is asked to remain until closure of the work unit and offers a resignation from the CERAs to take effect on that closure date, a sum equivalent to six months' pay payable upon the day on which the CERAs operation ceases, provided the employee has not separated prematurely.

**6.4.6** The provisions of 6.4.7 shall apply in relocation of work units where CERAs work units:

- (a) are being relocated, and
- (b) when the Commissioner of the CERA 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.

**6.4.7** Subject to 6.4.6, the Commissioner shall pay to each employee who is asked to remain until the relocation of the work unit and offers a resignation from the CERA to take effect on the relocation date, a sum equivalent to six months' pay payable upon the day on which the CERA operation relocates, provided the employee has not separated prematurely.

**6.4.8** The provisions of 6.4.9 shall apply in alternative delivery initiatives:

- (a) where the CERA work units are affected by alternative delivery initiatives;
- (b) when the Commissioner of the CERA decides that, compared to other options, it is preferable that certain employees be encouraged to stay in their jobs until the day of the transfer to the new employer; and
- (c) where the employee has not received a job offer from the new employer or has received an offer and did not accept it.

**6.4.9** Subject to 6.4.8, the Commissioner shall pay to each employee who is asked to remain until the transfer date and who offers a resignation from the CERA to take effect on the transfer date, a sum equivalent to six months pay payable upon the transfer date, provided the employee has not separated prematurely.

## **Part VII**

### **Special provisions regarding alternative delivery initiatives**

#### **Preamble**

The administration of the provisions of this part will be guided by the following principles:

- (a) fair and reasonable treatment of employees;
- (b) value for money and affordability; and
- (c) maximization of employment opportunities for employees.

The parties recognise:

- the union's need to represent employees during the transition process;
- the employer's need for greater flexibility in organising the CERA.

### **7.1 Definitions**

For the purposes of this part, an **alternative delivery initiative** is the transfer of any work, undertaking or business of the CERA to any employer that is outside the CERA;

For the purposes of this part, a **reasonable job offer** is an offer of employment received from a new employer in the case of a Type 1 or Type 2 transitional employment arrangement, as determined in accordance with section 7.2.2;

For the purposes of this part, a **termination of employment** is the termination of employment referred to in paragraph 51(1)(g) of the CERA Act.

### **7.2 General**

The CERA will, as soon as possible after the decision is made to proceed with an Alternative Service Delivery (ASD) initiative, and if possible, not less than 180 days prior to the date of transfer, provide notice to the PSAC component(s) of its intention.

The notice to the PSAC component(s) will include:

- 1) the program being considered for ASD;
- 2) the reason for the ASD; and
- 3) the type of approach anticipated for the initiative (e.g. transfer to province, commercialisation).

A joint Work Force Adjustment-Alternative Service Delivery (WFA-ASD) committee will be created for ASD initiatives and will have equal representation

from the CERA and the PSAC component(s). By mutual agreement the committee may include other participants. The joint WFA-ASD committee will define the rules of conduct of the committee.

In cases of ASD initiatives, the parties will establish a joint WFA-ASD committee to conduct meaningful consultation on the human resources issues related to the ASD initiative in order to provide information to the employee which will assist him or her in deciding on whether or not to accept the job offer.

**1. Commercialisation**

In cases of commercialisation where tendering will be part of the process, the members of the joint WFA-ASD committee shall make every reasonable effort to come to an agreement on the criteria related to human resources issues (e.g. terms and conditions of employment, pension and health care benefits, the take-up number of employees) to be used in the request for proposal (RFP) process. The committee will respect the contracting rules of the federal government.

**2. Creation of a new Agency**

In cases of the creation of new agencies, the members of the joint WFA-ASD committee shall make every reasonable effort to agree on common recommendations related to human resources issues (e.g. terms and conditions of employment, pension, and health care benefits) that should be available at the date of transfer.

**3. Transfer to existing Employers**

In all other ASD initiatives where an employer-employee relationship already exists the parties will hold meaningful consultations to clarify the terms and conditions that will apply upon transfer.

In the cases of commercialisation and creation of new agencies consultation opportunities will be given to the PSAC component(s); however, in the event that agreements are not possible, the CERA may still proceed with the transfer.

**7.2.1** The provisions of this Part apply only in the case of alternative delivery initiatives and are in exception to other provisions of this Appendix. Employees who are affected by alternative delivery initiatives and who receive job offers from the new employer shall be treated in accordance with the provisions of this

part and, only where specifically indicated will other provisions of this Appendix apply to them.

**7.2.2** There are three types of transitional employment arrangements resulting from alternative delivery initiatives:

(a) **Type 1 (Full Continuity)**

Type 1 arrangements meet all of the following criteria:

- (i) legislated successor rights apply; specific conditions for successor rights applications will be determined by the labour legislation governing the new employer;
- (ii) recognition of continuous employment in the public service, as defined in the Public Service Terms and Conditions of Employment Regulations, for purposes of determining the employee's entitlements under the collective agreement continued due to the application of successor rights;
- (iii) pension arrangements according to the Statement of Pension Principles set out in Annex A, or, in cases where the test of reasonableness set out in that Statement is not met, payment of a lump-sum to employees pursuant to section 7.7.3;
- (iv) transitional employment guarantee: a two-year minimum employment guarantee with the new employer;
- (v) coverage in each of the following core benefits: health benefits, long term disability insurance (LTDI) and dental plan;
- (i) short-term disability bridging: recognition of the employee's earned but unused sick leave credits up to maximum of the new employer's LTDI waiting period.

(b) **Type 2 (Substantial Continuity)**

Type 2 arrangements meet all of the following criteria:

- (i) the average new hourly salary offered by the new employer (= rate of pay + equal pay adjustments + supervisory differential) for the group moving is 85 per cent or greater of the

- group's current CERA hourly remuneration (= pay + equal pay adjustments + supervisory differential), when the hours of work are the same;
- (ii) the average annual salary of the new employer (= rate of pay + equal pay adjustments + supervisory differential) for the group moving is 85 per cent or greater of CERA annual remuneration (= pay + equal pay adjustments + supervisory differential), when the hours of work are different;
  - (iii) pension arrangements according to the Statement of Pension Principles as set out in Annex A, or in cases where the test of reasonableness set out in that Statement is not met, payment of a lump-sum to employees pursuant to section 7.7.3;
  - (iv) transitional employment guarantee: employment tenure equivalent to that of the permanent work force in receiving organizations or a two-year minimum employment guarantee;
  - (v) coverage in each area of the following core benefits: health benefits, long-term disability insurance (LTDI) and dental plan;
  - (vi) short-term disability arrangement.
- (c) **Type 3 (Lesser Continuity)**

A Type 3 arrangement is any alternative delivery initiative that does not meet the criteria applying in Type 1 and 2 transitional employment arrangements.

**7.2.3** For Type 1 and Type 2 transitional employment arrangements, the offer of employment from the new employer will be deemed to constitute a reasonable job offer for purposes of this part.

**7.2.4** For Type 3 transitional employment arrangements, an offer of employment from the new employer will not be deemed to constitute a reasonable job offer for purposes of this part.

### **7.3 Responsibilities**

**7.3.1** The Commissioner will be responsible for deciding, after considering the criteria set out above, which of the Types applies in the case of particular alternative delivery initiatives.

**7.3.2** Employees directly affected by alternative delivery initiatives are responsible for seriously considering job offers made by new employers and advising the CERA of their decision within the allowed period.

### **7.4 Notice of alternative delivery initiatives**

**7.4.1** Where alternative delivery initiatives are being undertaken, the CERA shall provide written notice to all employees offered employment by the new employer, giving them the opportunity to choose whether they wish to accept the offer.

**7.4.2** Following written notification, employees must indicate within a period of 60 days their intention to accept the employment offer, except in the case of Type 3 arrangements, where the CERA may specify a period shorter than 60 days, but not less than 30 days.

### **7.5 Job offers from new employers**

**7.5.1** Employees subject to this Appendix (see Application) and who do not accept the reasonable job offer from the new employer in the case of Type 1 or 2 transitional employment arrangements will be given four months notice of termination of employment and their employment will be terminated at the end of that period or on a mutually agreed upon date before the end of the four month notice period except where the employee was, at the satisfaction of the CERA, unaware of the offer or incapable of indicating an acceptance of the offer, he or she is deemed to have accepted the offer before the date on which the offer is to be accepted.

**7.5.2** The Commissioner may extend the notice of termination period for operational reasons, but no such extended period may end later than the date of the transfer to the new employer.

**7.5.3** Employees who do not accept a job offer from the new employer in the case of Type 3 transitional employment arrangements may be declared opting or surplus by the Commissioner in accordance with the provisions of the other parts of this Appendix.

**7.5.4** Employees who accept a job offer from the new employer in the case of any alternative delivery initiative will have their employment terminated on the date on which the transfer becomes effective, or on another date that may be designated by the CERA for operational reasons provided that this does not create a break in continuous service between the CERA and the new employer.

## **7.6 Application of other provisions of the appendix**

**7.6.1** For greater certainty, the provisions of Part II, Official Notification, and section 6.4, Retention Payment, will apply in the case of an employee who refuses an offer of employment in the case of a Type 1 or 2 transitional employment arrangement. A payment under section 6.4 may not be combined with a payment under the other section.

## **7.7 Lump-sum payments and salary top-up allowances**

**7.7.1** Employees who are subject to this Appendix (see Application) and who accept the offer of employment from the new employer in the case of Type 2 transitional employment arrangements will receive a sum equivalent to three months pay, payable upon the day on which the CERA work or function is transferred to the new employer. The CERA will also pay these employees an 18-month salary top-up allowance equivalent to the difference between the remuneration applicable to their CERA position and the salary applicable to their position with the new employer. This allowance will be paid as a lump-sum, payable on the day on which the CERA work or function is transferred to the new employer.

**7.7.2** In the case of employees who accept an offer of employment from the new employer in the case of a Type 2 arrangement whose new hourly or annual salary falls below 80 per cent of their former CERA hourly or annual remuneration, the CERA will pay an additional six months of salary top-up allowance for a total of 24-months under this section and section 7.7.1. The salary top-up allowance equivalent to the difference between the remuneration applicable to their CERA position and the salary applicable to their position with the new employer will be paid as a lump-sum payable on the day on which the CERA work or function is transferred to the new employer.

**7.7.3** Employees who accept the reasonable job offer from the successor employer in the case of a Type 1 or Type 2 transitional employment arrangement where the test of reasonableness referred to in the Statement of Pension Principles set out in Annex A is not met, that is, where the actuarial value (cost) of the new employer's pension arrangements are less than 6.5 per cent of pensionable payroll

(excluding the employer's costs related to the administration of the plan) will receive a sum equivalent to three months pay, payable on the day on which the CERA work or function is transferred to the new employer.

**7.7.4** Employees who accept an offer of employment from the new employer in the case of Type 3 transitional employment arrangements will receive a sum equivalent to six months pay payable on the day on which the CERA work or function is transferred to the new employer. The CERA will also pay these employees a 12-month salary top-up allowance equivalent to the difference between the remuneration applicable to their CERA position and the salary applicable to their position with the new employer. The allowance will be paid as a lump-sum, payable on the day on which the CERA work or function is transferred to the new employer. The total of the lump-sum payment and the salary top-up allowance provided under this section will not exceed an amount equivalent to one year's pay.

**7.7.5** For the purposes of 7.7.1, 7.7.2 and 7.7.4, the term "remuneration" includes and is limited to salary plus equal pay adjustments, if any, and supervisory differential, if any.

## **7.8 Reimbursement**

**7.8.1** An individual who receives a lump-sum payment and salary top-up allowance pursuant to subsection 7.7.1, 7.7.2, 7.7.3 or 7.7.4 and who is reappointed to the CERA at any point during the period covered by the total of the lump-sum payment and salary top-up allowance, if any, shall reimburse the Receiver General for Canada by an amount corresponding to the period from the effective date of re-appointment to the end of the original period covered by the total of the lump-sum payment and salary top-up allowance, if any.

**7.8.2** An individual who receives a lump-sum payment pursuant to subsection 7.6.1 and, as applicable, is either reappointed to the CERA or hired by the new employer at any point covered by the lump-sum payment, shall reimburse the Receiver General for Canada by an amount corresponding to the period from the effective date of the reappointment or hiring to the end of the original period covered by the lump-sum payment.

## **7.9 Vacation leave credits and severance pay**

**7.9.1** Notwithstanding the provisions of this collective agreement concerning vacation leave, an employee who accepts a job offer pursuant to this part may

choose not to be paid for earned but unused vacation leave credits, provided that the new employer will accept these credits.

**7.9.2** Notwithstanding the provisions of this collective agreement concerning severance pay, an employee who accepts a reasonable job offer pursuant to this part will not be paid severance pay where successor rights apply and/or, in the case of a Type 2 transitional employment arrangement, when the new employer recognizes the employee's years of continuous employment in the public service for severance pay purposes and provides severance pay entitlements similar to the employee's severance pay entitlements at the time of the transfer.

**7.9.3** Where:

- (a) the conditions set out in 7.9.2 are not met,
- (b) the severance provisions of the collective agreement are extracted from the collective agreement prior to the date of transfer to another non-federal public sector employer,
- (c) the employment of an employee is terminated pursuant to the terms of section 7.5.1, or
- (d) the employment of an employee who accepts a job offer from the new employer in a Type 3 transitional employment arrangement is terminated on the transfer of the function to the new employer

the employee shall be deemed, for purposes of severance pay, to be involuntarily laid off on the day on which employment in the CERA terminates.

**Annex B – Transition Support Measure**

Years of Service (See Note)	Transition Support Measure (TSM) (Payment in weeks' pay)
0	10
1	22
2	24
3	26
4	28
5	30
6	32
7	34
8	36
9	38
10	40
11	42
12	44
13	46
14	48
15	50
16	52
17	52
18	52
19	52
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

**Program Delivery and Administrative Services Group**

**Without Prejudice**

37	28
38	25
39	22
40	19
41	16
42	13
43	10
44	07
45	04

**Note:** Years of service are the total number of years of service in the ~~CCRA~~ and in any department, Agency or other portions of the Public Service specified in Schedule ~~I and IV 1, Part 1 of the Financial Administration Act (FAA) Public Service Staff Relations Act (PSSRA)~~.

For ~~permanent 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 agreement are in addition to the TSM.