



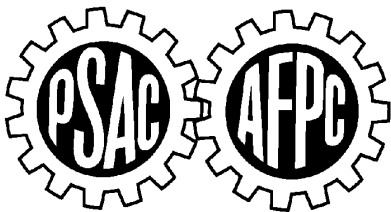
Canada Customs
and Revenue Agency

Agence des douanes
et du revenu du Canada

Agreement between the Canada Customs and Revenue Agency and the Public Service Alliance of Canada

Program Delivery and Administrative Services

Expiry Date: October 31, 2007



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Note

Articles preceded by two asterisks have been the object of changes from the previous collective agreement.

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PART I – GENERAL PROVISIONS

**** ARTICLE 1**

PURPOSE AND SCOPE OF AGREEMENT

1.01 The purpose of this Agreement is to maintain harmonious and mutually beneficial relationships between the Employer, the Alliance, and the employees and to set forth herein certain terms and conditions of employment for all employees of the Employer described in the certificates issued by the Public Service Staff Relations Board on December 12, 2001, for the Program Delivery and Administrative Services Group.

1.02 The parties to this Agreement share a desire to improve the quality of the Public Service of Canada and to promote the well-being and increased efficiency of its employees to the end that the people of Canada will be well and efficiently served. Accordingly, they are determined to establish, within the framework provided by law, an effective working relationship at all levels of the Public Service in which members of the bargaining units are employed.

**** ARTICLE 2**

INTERPRETATION AND DEFINITIONS

2.01 For the purpose of this Agreement:

“**Alliance**” means the Public Service Alliance of Canada (Alliance),

“**allowance**” means compensation payable for the performance of special or additional duties (indemnité),

“**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),

“**bargaining unit**” means the employees of the Employer in the Program Delivery and Administrative Services Group described in Article 1 (unité de négociation),

“**common-law partner**” means a person living in a conjugal relationship with an employee for a continuous period of at least one year (conjoint de fait),

“compensatory leave” means leave with pay in lieu of cash payment for overtime, travelling time compensated at overtime rate, call-back and reporting pay. The duration of such leave will be equal to the time compensated or the minimum time entitlement multiplied by the applicable overtime rate. The rate of pay to which an employee is entitled during such leave shall be based on the employee’s hourly rate of pay as calculated from the classification prescribed in the employee’s certificate of appointment on the day immediately prior to the day on which leave is taken (congé compensateur),

“continuous employment” has the same meaning as specified in the Employer’s Terms and Conditions of Employment Policy on the date of signing of this Agreement (emploi continu),

“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,

“day of rest” in relation to a full-time employee, means a day other than a holiday on which that employee is not ordinarily required to perform the duties of his or her position other than by reason of the employee being on leave or absent from duty without permission (jour de repos),

“double time” means two (2) times the employee’s hourly rate of pay (tarif double),

“employee” means a person so defined in the *Public Service Staff 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 CCRA (Employeur),

**

“excluded provision” means a provision of this Agreement which may have no application at all to certain employees within a bargaining unit for which there are no alternate provisions (disposition exclue),

“headquarters area” has the same meaning as given to the expression in the Employer’s Travel Policy (zone d’affectation),

“holiday” (jour férié) means:

- (i) the twenty-four (24)-hour period commencing at 00:01 hours of a day designated as a paid holiday in this Agreement,
- (ii) however, for the purpose of administration of a shift that does not commence and end on the same day, such shift shall be deemed to have been entirely worked:
 - (A) on the day it commenced where half (1/2) or more of the hours worked fall on that day,
 - or
 - (B) on the day it terminates where more than half (1/2) of the hours worked fall on that day,

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),

“lay-off” means the termination of an employee’s employment because of lack of work or because of the discontinuance of a function (mise en disponibilité),

“leave” means authorized absence from duty by an employee during his or her regular or normal hours of work (congé),

“membership dues” means the dues established pursuant to the constitution of the Alliance as the dues payable by its members as a consequence of their membership in the Alliance, and shall not include any initiation fee, insurance premium, or special levy (cotisations syndicales),

“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 per day or thirty-seven and one-half (37 1/2) hours per week, 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 or an average of thirty-seven and one-half (37 1/2) hours per week,

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),

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

“remuneration” means pay and allowances (rémunération),

“spouse” will, when required, be interpreted to include “common-law partner” except, for the purposes of the Foreign Service Directives, the definition of “spouse” will remain as specified in Directive 2 of the Foreign Service Directives (épou-x-se),

“straight-time rate” means the employee’s hourly rate of pay (tarif normal),

“time and one-half” means one and one-half (1 1/2) times the employee’s hourly rate of pay (tarif et demi),

“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 Relations Act*, have the same meaning as given to them in the *Public Service Staff Relations Act*;

and

(b) if defined in the *Interpretation Act*, but not defined in the *Public Service Staff 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 3

APPLICATION

3.01 The provisions of this Agreement apply to the Alliance, employees, and the Employer.

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

ARTICLE 4

STATE SECURITY

4.01 Nothing in this Agreement shall be construed to require the Employer to do or refrain from doing anything contrary to any instruction, direction, or regulations 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.

ARTICLE 5
PRECEDENCE OF LEGISLATION
AND THE
COLLECTIVE AGREEMENT

5.01 In the event that any law passed by Parliament, applying to employees, renders null and void any provision of this Agreement, the remaining provisions shall remain in effect for the term of the Agreement.

ARTICLE 6
MANAGERIAL RESPONSIBILITIES

6.01 Except to the extent provided herein, this Agreement in no way restricts the authority of those charged with managerial responsibilities in the Public Service.

ARTICLE 7

(RESERVED FOR FUTURE USE)

****ARTICLE 8**
DENTAL CARE PLAN

8.01 The Agency will continue to offer coverage to employees under the Dental Care Plan as contained in the Agreement between the Treasury Board and the Public Service Alliance of Canada, as amended from time to time by the terms and conditions of the Dental Care Plan Agreement between the Public Service Alliance of Canada and the Treasury Board.

PART II – UNION SECURITY AND STAFF RELATIONS MATTERS

ARTICLE 9
RECOGNITION

9.01 The Employer recognizes the Alliance as the exclusive bargaining agent for all employees of the Employer described in the certificates issued by the Public Service Staff Relations Board as outlined in Article 1.01.

ARTICLE 10
INFORMATION

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

11.01 Subject to the provisions of this Article, the Employer will, as a condition of employment, deduct an amount equal to the monthly membership dues from the monthly pay of all employees. Where an employee does not have sufficient earnings in respect of any month to permit deductions made under this Article, the Employer shall not be obligated to make such deduction from subsequent salary.

11.02 The Alliance shall inform the Employer in writing of the authorized monthly deduction to be checked off for each employee.

11.03 For the purpose of applying clause 11.01, deductions from pay for each employee in respect of each calendar month will start with the first full calendar month of employment to the extent that earnings are available.

11.04 An employee who satisfies the Employer to the extent that he or she declares in an affidavit that he or she is a member of a religious organization whose doctrine prevents him or her as a matter of conscience from making financial contributions to an employee organization and that he or she will make contributions to a charitable organization registered pursuant to the *Income Tax Act*, equal to dues, shall not be subject to this Article, provided that the affidavit submitted by the employee is countersigned by an official representative of the religious organization involved.

11.05 No employee organization, as defined in Section 2 of the *Public Service Staff 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.

11.06 The amounts deducted in accordance with clause 11.01 shall be remitted to the Comptroller of the Alliance by cheque within a reasonable period of time after deductions are made and shall be accompanied by particulars identifying each employee and the deductions made on the employee's behalf.

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

11.08 The Alliance agrees to indemnify and save the Employer harmless against any claim or liability arising out of the application of this Article, except for any claim or liability arising out of an error committed by the Employer limited to the amount actually involved in the error.

ARTICLE 12

USE OF EMPLOYER FACILITIES

12.01 Reasonable space on bulletin boards in convenient locations will be made available to the Alliance for the posting of official Alliance notices. The Alliance shall endeavour to avoid requests for posting of notices which the Employer, acting reasonably, could consider adverse to its interests or to the interests of any of its representatives. Posting of notices or other materials shall require the prior approval of the Employer, except notices related to the business affairs of the Alliance, including the names of Alliance representatives, and social and recreational events. Such approval shall not be unreasonably withheld.

12.02 The Employer will also continue its present practice of making available to the Alliance specific locations on its premises for the placement of reasonable quantities of literature of the Alliance.

12.03 A duly accredited representative of the Alliance may be permitted access to the Employer's premises to assist in the resolution of a complaint or grievance, and to attend meetings called by management. Permission to enter the premises shall, in each case, be obtained from the Employer.

12.04 The Alliance shall provide the Employer a list of such Alliance representatives and shall advise promptly of any change made to the list.

ARTICLE 13

EMPLOYEE REPRESENTATIVES

13.01 The Employer acknowledges the right of the Alliance to appoint or otherwise select employees as representatives.

13.02 The Alliance and the Employer shall endeavour in consultation to determine the jurisdiction of each representative, having regard to the plan of the organization, the number and distribution of employees at the work place, and the administrative structure implied by the grievance procedure. Where the parties are unable to agree in consultation, then any dispute shall be resolved by the grievance/adjudication procedure.

13.03 The Alliance shall notify the Employer in writing of the name and jurisdiction of its representatives identified pursuant to clause 13.02.

13.04

- (a) A representative shall obtain the permission of his or her immediate supervisor before leaving his or her work to investigate employee complaints of an urgent nature, to meet with local management for the purpose of dealing with grievances, and to attend meetings called by management. Such permission shall not be unreasonably withheld. Where practicable, the representative shall report back to his or her supervisor before resuming his or her normal duties.
- (b) Where practicable, when management requests the presence of an Alliance representative at a meeting, such request will be communicated to the employee’s supervisor.
- (c) An employee shall not suffer any loss of pay when permitted to leave his or her work under paragraph (a).

13.05 The Alliance shall have the opportunity to have an employee representative introduced to new employees as part of the Employer’s formal orientation programs, where they exist.

ARTICLE 14

LEAVE WITH OR WITHOUT PAY FOR ALLIANCE BUSINESS

Complaints made to the Public Service Staff Relations Board pursuant to Section 23 of the *Public Service Staff Relations Act*

14.01 When operational requirements permit, 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 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

14.02 When operational requirements permit, the Employer will grant leave without pay:

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

and

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

14.03 The Employer will grant leave with pay:

(a) to an employee called as a witness by the Public Service Staff 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 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, 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, 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.

Adjudication

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

(a) a party to the adjudication,

(b) the representative of an employee who is a party to an adjudication,
and

(c) a witness called by an employee who is a party to an adjudication.

Meetings During the Grievance Process

14.07 Where an employee representative wishes to discuss a grievance with an employee who has asked or is obliged to be represented by the Alliance in relation to the presentation of his or her grievance, the Employer will, where operational requirements permit, give them reasonable leave with pay for this purpose when the discussion takes place in their headquarters area, and reasonable leave without pay when it takes place outside their headquarters area.

14.08 Subject to operational requirements,

- (a) when the Employer originates a meeting with a grievor in his headquarters area, he or she will be granted leave with pay and “on duty” status when the meeting is held outside the grievor’s headquarters area;
- (b) when a grievor seeks to meet with the Employer, he or she will be granted leave with pay when the meeting is held in his or her headquarters area and leave without pay when the meeting is held outside his or her headquarters area;
- (c) when an employee representative attends a meeting referred to in this clause, he or she will be granted leave with pay when the meeting is held in his or her headquarters area and leave without pay when the meeting is held outside his or her headquarters area.

Contract Negotiation Meetings

14.09 When operational requirements permit, the Employer will grant leave without pay to an employee for the purpose of attending contract negotiation meetings on behalf of the Alliance.

Preparatory Contract Negotiation Meetings

14.10 When operational requirements permit, the Employer will grant leave without pay to a reasonable number of employees to attend preparatory contract negotiation meetings.

Meetings Between the Alliance and Management Not Otherwise Specified in this Article

14.11 When operational requirements permit, the Employer will grant leave with pay to a reasonable number of employees who are meeting with management on behalf of the Alliance.

14.12 Subject to operational requirements, the Employer shall grant leave without pay to a reasonable number of employees to attend meetings of the Board of Directors of the Alliance, meetings of the National Executive of the Components, Executive Board meetings of the Alliance, and conventions of the Alliance, the Components, the Canadian Labour Congress, and the Territorial and Provincial Federations of Labour.

Representatives’ Training Courses

14.13 When operational requirements permit, the Employer will grant leave without pay to employees who exercise the authority of a representative on behalf of the Alliance to undertake training related to the duties of a representative.

ARTICLE 15

LABOUR DISPUTES

15.01 If employees are prevented from performing their duties because of a strike or lock-out on the premises of another employer, the employees shall report the matter to the Employer, and the Employer will make reasonable efforts to ensure that such employees are employed elsewhere, so that they shall receive their regular pay and benefits to which they would normally be entitled.

ARTICLE 16

ILLEGAL STRIKES

16.01 The *Public Service Staff 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 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.

17.02 When an employee is required to attend a meeting, the purpose of which is to conduct a disciplinary hearing concerning him or her or to render a disciplinary decision concerning him or her, the employee is entitled to have, at his or her request, a representative of the Alliance attend the meeting. Where practicable, the employee shall receive a minimum of one day's notice of such a meeting.

17.03 The Employer shall notify the local representative of the Alliance as soon as possible that such suspension or termination has occurred.

17.04 The Employer agrees not to introduce as evidence in a hearing relating to disciplinary action any document from the file of an employee the content of which the employee was not aware of at the time of filing or within a reasonable period thereafter.

17.05 Any document or written statement related to disciplinary action, which may have been placed on the personnel file of an employee, shall be destroyed after two (2) years have elapsed since the disciplinary action was taken, provided that no further disciplinary action has been recorded during this period.

****ARTICLE 18**

GRIEVANCE PROCEDURE

18.01 The parties recognize the value of informally resolving problems prior to presenting a formal grievance or using alternative dispute resolution mechanisms to resolve grievances that are presented in accordance with this Article. Accordingly, when an employee:

- (a) within the time limits prescribed in clause 18.10, gives notice that he/she wishes to take advantage of this clause for the purpose of informally resolving a problem without recourse to a formal grievance and facilitating discussions between the employee and their supervisors, it is agreed that the period between the initial discussion and the final response shall not count as elapsed time for the purpose of grievance time limits;

or,

- (b) following the presentation of a grievance and within the time limits prescribed under this Article, gives notice to the delegated grievance step authority of his/her intention to take advantage of alternative dispute resolution mechanisms, the time limits stipulated in this Article may be extended by mutual agreement between the Employer and the Employee and, where appropriate, the Alliance representative.
- (c) No representative of the Employer or the Bargaining Agent shall seek by intimidation, threat or any other means to compel an employee to either participate or not participate in an alternate dispute resolution mechanism.
- (d) When an employee wishes to take advantage of a process outlined under 18.01 (a) or 18.01 (b) above that pertains to the application of a provision of the collective agreement, the employee may, at his or her request, be represented by the Alliance at any meeting or mediation session held to deal with the matter.

18.02 Subject to and as provided in Section 91 of the *Public Service Staff Relations Act*, an employee who feels that he or she has been treated unjustly or considers himself or herself aggrieved by any action or lack of action by the Employer, in matters other than those arising from the classification process, is entitled to present a grievance in the manner prescribed in clause 18.05 except that:

- (a) where there is another administrative procedure provided by or under any Act of Parliament to deal with the employee's specific complaint, such procedure must be followed,

and
- (b) where the grievance relates to the interpretation or application of this Agreement or an arbitral award, the employee is not entitled to present the grievance unless he or she has the approval of and is represented by the Alliance.

18.03 Except as otherwise provided in this Agreement, a grievance shall be processed by recourse to the following levels:

- (a) level 1 – first 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.

Whenever there are four levels in the grievance procedure, the grievor may elect to waive either Level 2 or 3.

18.04 The Employer shall designate a representative at each level in the grievance procedure and shall inform each employee, to whom the procedure applies, of the name or title of the person so designated together with the name or title and address of the immediate supervisor or local officer-in-charge to whom a grievance is to be presented. This information shall be communicated to employees by means of notices posted by the Employer in places where such notices are most likely to come to the attention of the employees to whom the grievance procedure applies, or otherwise as determined by agreement between the Employer and the Alliance.

18.05 An employee who wishes to present a grievance at a prescribed level in the grievance procedure shall transmit this grievance to his or her immediate supervisor or local officer-in-charge who shall forthwith:

- (a) forward the grievance to the representative of the Employer authorized to deal with grievances at the appropriate level,

and
- (b) provide the employee with a receipt stating the date on which the grievance was received by him or her.

18.06 Where it is necessary to present a grievance by mail, the grievance shall be deemed to have been presented on the day on which it is postmarked and it shall be deemed to have been received by the Employer on the date it is delivered to the appropriate office of the 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 or her grievance at the next higher level shall be calculated from the date on which the Employer's reply was delivered to the address shown on the grievance form.

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

18.08 An employee may be assisted and/or represented by the Alliance when presenting a grievance at any level.

18.09 The Alliance shall have the right to consult with the Employer with respect to a grievance at each level of the grievance procedure. Where consultation is with the Commissioner, the Commissioner shall render the decision.

18.10 An employee may present a grievance to the First Level of the procedure in the manner prescribed in clause 18.05 not later than the twenty-fifth (25th) day after the date on which he or she is notified orally or in writing, or on which he or she first becomes aware of the action or circumstances giving rise to the grievance.

18.11 The Employer shall normally reply to an employee's grievance, at any level in the grievance procedure, except the final level, within ten (10) days after the date the grievance is presented at that level. Where such decision or settlement is not satisfactory to the employee, he or she may submit a grievance at the next higher level in the grievance procedure within ten (10) days after that decision or settlement has been conveyed to him or her in writing.

18.12 If the Employer does not reply within fifteen (15) days from the date that a grievance is presented at any level, except the final level, the employee may, within the next ten (10) days, submit the grievance at the next higher level of the grievance procedure.

18.13 The Employer shall normally reply to an employee's grievance at the final level of the grievance procedure within thirty (30) days after the grievance is presented at that level.

18.14 Where an employee has been represented by the Alliance in the presentation of his or her grievance, the Employer will provide the appropriate representative of 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 The decision given by the Employer at the Final Level in the grievance procedure shall be final and binding upon the employee unless the grievance is a class of grievance that may be referred to adjudication.

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

18.17 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.

18.18 Where it appears that the nature of the grievance is such that a decision cannot be given below a particular level of authority, any or all the levels, except the final level may be eliminated by agreement of the Employer and the employee, and, where applicable, the Alliance.

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

18.20 An employee may abandon a grievance by written notice to his or her immediate supervisor or officer-in-charge.

18.21 An employee who fails to present a grievance to the next higher level within the prescribed time limits shall be deemed to have abandoned the grievance, unless the employee was unable to comply with the prescribed time limits due to circumstances beyond his or her control.

18.22 No person who is employed in a managerial or confidential capacity shall seek by intimidation, by threat of dismissal, or by any other kind of threat to cause an employee to abandon his or her grievance or refrain from exercising his or her right to present a grievance as provided in this Agreement.

18.23 Where an employee has presented a grievance up to and including the Final Level in the grievance procedure with respect to:

- (a) the interpretation or application, in respect of him or her, of a provision of this Agreement or a related arbitral award,
- or
- (b) disciplinary action resulting in termination of employment pursuant to paragraph 51(1)(f) of the *Canada Customs and Revenue Agency Act*, suspension or financial penalty,

and the employee's grievance has not been dealt with to his or her satisfaction, he or she may refer the grievance to adjudication in accordance with the provisions of the *Public Service Staff Relations Act* and Regulations.

18.24 Where a grievance that may be presented by an employee to adjudication is a grievance relating to the interpretation or application, in respect of him or her, of a provision of this Agreement or an arbitral award, the employee is not entitled to refer the grievance to adjudication unless the Alliance signifies in the prescribed manner:

- (a) its approval of the reference of the grievance to adjudication,
- and
- (b) its willingness to represent the employee in the adjudication proceedings.

Expedited Adjudication

**

18.25 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 PSSRB 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 PSSRB or to the Adjudicator at the hearing.
- (d) No witnesses will testify.

- (e) The Adjudicator will be appointed by the PSSRB 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 PSSRB agree otherwise. The cases will be scheduled jointly by the parties and the PSSRB, and will appear on the PSSRB 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 19

NO DISCRIMINATION

19.01 There shall be no discrimination, interference, restriction, coercion, harassment, intimidation, or any disciplinary action exercised or practiced with respect to an employee by reason of age, race, creed, colour, national origin, religious affiliation, sex, sexual orientation, family status, mental or physical disability, membership or activity in the Alliance, marital status, or a conviction for which a pardon has been granted.

19.02

- (a) Any level in the grievance procedure shall be waived if a person hearing the grievance is the subject of the complaint.
- (b) If, by reason of paragraph (a), a level in the grievance procedure is waived, no other level shall be waived except by mutual agreement.

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

ARTICLE 20

SEXUAL HARASSMENT

20.01 The Alliance and the Employer recognize the right of employees to work in an environment free from sexual harassment and agree that sexual harassment will not be tolerated in the work place.

20.02

- (a) Any level in the grievance procedure shall be waived if a person hearing the grievance is the subject of the complaint.

(b) If, by reason of paragraph (a), a level in the grievance procedure is waived, no other level shall be waived except by mutual agreement.

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

ARTICLE 21

JOINT CONSULTATION

21.01 The parties acknowledge the mutual benefits to be derived from joint consultation and are prepared to enter into discussion aimed at the development and introduction of appropriate machinery for the purpose of providing joint consultation on matters of common interest.

21.02 Within five (5) days of notification of consultation served by either party, the Alliance shall notify the Employer in writing of the representatives authorized to act on behalf of the Alliance for consultation purposes.

21.03 Upon request of either party, the parties to this Agreement shall consult meaningfully at the appropriate level about contemplated changes in conditions of employment or working conditions not governed by this Agreement.

21.04 Without prejudice to the position the Employer or the Alliance may wish to take in future about the desirability of having the subjects dealt with by the provisions of collective agreements, the subjects that may be determined as appropriate for joint consultation will be by agreement of the parties.

****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.

22.02 The Employer shall make reasonable provisions for the occupational safety and health of employees. The Employer will welcome suggestions on the subject from the Alliance, and the parties undertake to consult with a view to adopting and expeditiously carrying out reasonable procedures and techniques designed or intended to prevent or reduce the risk of employment injury.

ARTICLE 23

JOB SECURITY

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

**ARTICLE 24

TECHNOLOGICAL CHANGE

**

24.01 The parties have agreed that in cases where, as a result of technological change, the services of an employee are no longer required beyond a specified date because of lack of work or the discontinuance of a function, Appendix "C" on Work Force Adjustment will apply. In all other cases, the following clauses will apply.

24.02 In this Article, "Technological Change" means:

(a) the introduction, by the Employer, of equipment or material of a different nature than that previously utilized;

and

(b) a change in the Employer's operation directly related to the introduction of that equipment or material.

24.03 Both parties recognize the overall advantages of technological change and will, therefore, encourage and promote technological change in the Employer's operations. Where technological change is to be implemented, the Employer will seek ways and means of minimizing adverse effects on employees which might result from such changes.

24.04 The Employer agrees to provide as much advance notice as is practicable but, except in cases of emergency, not less than one hundred and eighty (180) days written notice to the Alliance of the introduction or implementation of technological change when it will result in significant changes in the employment status or working conditions of the employees.

24.05 The written notice provided for in clause 24.04 will provide the following information:

- (a) the nature and degree of the technological change;
- (b) the date or dates on which the Employer proposes to effect the technological change;
- (c) the location or locations involved;
- (d) the approximate number and type of employees likely to be affected by the technological change;
- (e) the effect that the technological change is likely to have on the terms and conditions of employment of the employees affected.

24.06 As soon as reasonably practicable after notice is given under clause 24.04, the Employer shall consult meaningfully with the Alliance concerning the rationale for the change and the topics referred to in clause 24.05 on each group of employees, including training.

24.07 When, as a result of technological change, the Employer determines that an employee requires new skills or knowledge in order to perform the duties of the employee's substantive position, the Employer will make every reasonable effort to provide the necessary training during the employee's working hours without loss of pay and at no cost to the employee.

PART III – WORKING CONDITIONS

****ARTICLE 25**
HOURS OF WORK

General

25.01 For the purpose of this Article:

- (a) the week shall consist of seven (7) consecutive days beginning at 00:00 hours Monday morning and ending at 24:00 hours Sunday;
- (b) the day is a twenty-four (24)-hour period commencing at 00:00 hours.

25.02 Nothing in this Article shall be construed as guaranteeing minimum or maximum hours of work. In no case shall this permit the Employer to reduce the hours of work of a full-time employee permanently.

25.03 The employees may be required to register their attendance in a form or in forms to be determined by the Employer.

25.04 It is recognized that certain operations require some employees to stay on the job for a full scheduled work period, inclusive of their meal period. In these operations, such employees will be compensated for their half (1/2)-hour meal period in accordance with the applicable overtime provisions.

25.05 The Employer will provide two (2) rest periods of fifteen (15) minutes each per full working day except on occasions when operational requirements do not permit.

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 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 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.

25.09 Variable Hours

- (a) Notwithstanding the provisions of clause 25.06, upon request of an employee and the concurrence of the Employer, an employee may complete the weekly hours of employment in a period of other than five (5) full days provided that over a period of fourteen (14), twenty-one (21), or twenty-eight (28) calendar days, the employee works an average of thirty-seven and one-half (37 1/2) hours per week.
- (b) In every fourteen (14), twenty-one (21), or twenty-eight (28) day period, the employee shall be granted days of rest on such days as are not scheduled as a normal work day for the employee.
- (c) Employees covered by this clause shall be subject to the variable hours of work provisions established in clauses 25.24 to 25.27.

25.10 Summer and winter hours

The weekly and daily hours of work may be varied by the Employer, following consultation with the Alliance to allow for summer and winter hours, provided the annual total of hours is not changed.

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 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 a.m. and after 6:00 p.m. The Late Hour Premium shall not apply to overtime hours.

Shift Work

25.13 When, because of the operational requirements, hours of work are scheduled for employees on a rotating or irregular basis, they shall be scheduled so that employees, over a period of not more than fifty-six (56) calendar days:

- (a) on a weekly basis, work an average of thirty-seven and one-half (37 1/2) hours and an average of five (5) days;
- (b) work seven and one-half (7 1/2) consecutive hours per day, exclusive of a one-half (1/2) hour meal period;
- (c) obtain an average of two (2) days of rest per week;
- (d) obtain at least two (2) consecutive days of rest at any one time, except when days of rest are separated by a designated paid holiday which is not worked; the consecutive days of rest may be in separate calendar weeks.

25.14 The Employer will make every reasonable effort:

- (a) not to schedule the commencement of a shift within sixteen (16) 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.*

25.15 The staffing, preparation, posting, and administration of shift schedules are the responsibility of the Employer.

25.16 The Employer shall set up a master shift schedule for a fifty-six (56) day period, posted fifteen (15) days in advance, which will cover the normal requirements of the work area.

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.

25.18 A specified meal period shall be scheduled as close to the mid-point of the shift as possible. It is also recognized that the meal period may be staggered for employees on continuous operations. However, the Employer will make every effort to arrange meal periods at times convenient to the employees.

25.19

- (a) Where an employee's scheduled shift does not commence and end on the same day, such shift shall be considered for all purposes to have been entirely worked:

- (i) on the day it commenced where half or more of the hours worked fall on that day,

or

- (ii) on the day it terminates where more than half of the hours worked fall on that day.

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

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.*

25.21 Provided sufficient advance notice is given, the Employer may:

- (a) authorize employees to exchange shifts if there is no increase in cost to the Employer,
and
- (b) notwithstanding the provisions of paragraph 25.13(d), authorize employees to exchange shifts for days of rest if there is no increase in cost to the Employer.

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) Both parties will endeavour to meet the preferences of the employees in regard to such arrangements.
- (d) 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) 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, 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.

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

25.26

- (a) The scheduled hours of work of any day as set forth in a variable schedule specified in clause 25.24, may exceed or be less than seven and one-half (7 1/2) hours; starting and finishing times, meal breaks, and rest periods shall be determined according to operational requirements as determined by the Employer and the daily hours of work shall be consecutive.

- (b) Such schedules shall provide an average of thirty-seven and one-half (37 1/2) hours of work per week over the life of the schedule.
 - (i) The maximum life of a shift schedule shall be six (6) months.
 - (ii) The maximum life of other types of schedule shall be twenty-eight (28) days, except when the normal weekly and daily hours of work are varied by the Employer to allow for summer and winter hours in accordance with clause 25.10, in which case the life of a schedule shall be one (1) year.
- (c) Whenever an employee changes his or her variable hours or no longer works variable hours, all appropriate adjustments will be made.

**

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 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 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

Excluded provisions

This Article does not apply to employees on day work, covered by clauses 25.06 to 25.12 inclusive.

27.01 Shift Premium

An employee working on shifts 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 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

28.01 Compensation under this Article shall not be paid for overtime worked by an employee at courses, training sessions, conferences, and seminars unless the employee is required to attend by the Employer.

28.02 (RESERVED FOR FUTURE USE)

28.03 (RESERVED FOR FUTURE USE)

28.04 General

- (a) An employee is entitled to overtime compensation under clauses 28.06 and 28.07 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.

28.05 Assignment of Overtime Work

- (a) Subject to the operational requirements, the Employer shall make every reasonable effort to avoid excessive overtime and to offer overtime work on an equitable basis among readily available qualified employees.
- (b) Except in cases of emergency, call-back, or mutual agreement with the employee, the Employer shall, wherever possible, give at least four (4) hours' notice of any requirement for overtime work.

**

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.

- (c) 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.

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 a second or subsequent day of rest is entitled to compensation at double (2) time (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 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 for each reporting 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 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, 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.

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.

28.09 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.

28.10 Transportation Expenses

- (a) When an employee is required to report for work and reports under the conditions described in paragraphs 28.06(b), (c), and 28.07(c), 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.
- (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 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 available to return for duty as quickly as possible, 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(c) or 28.07(c), and is also eligible for reimbursement of transportation expenses in accordance with clause 28.10.

ARTICLE 30

DESIGNATED PAID HOLIDAYS

30.01 (RESERVED FOR FUTURE USE)

30.02 Subject to clause 30.03, the following days shall be designated paid holidays for employees:

- (a) New Year's Day,
- (b) Good Friday,
- (c) Easter Monday,
- (d) the day fixed by proclamation of the Governor in Council for celebration of the Sovereign's Birthday,
- (e) Canada Day,
- (f) Labour Day,
- (g) the day fixed by proclamation of the Governor in Council as a general day of Thanksgiving,
- (h) Remembrance Day,
- (i) Christmas Day,
- (j) Boxing Day,
- (k) one additional day in each year that, in the opinion of the Employer, is recognized to be a provincial or civic holiday in the area in which the employee is employed or, in any area where, in the opinion of the Employer, no such additional day is recognized as a provincial or civic holiday, the first Monday in August,
- (l) one additional day when proclaimed by an Act of Parliament as a national holiday.

30.03 An employee absent without pay on both his or her full working day immediately preceding and his or her full working day immediately following a designated holiday is not entitled to pay for the holiday, except in the case of an employee who is granted leave without pay under the provisions of Article 14, Leave With or Without Pay for Alliance Business.

30.04 Designated Holiday Coinciding With a Day of Paid Leave

Where a day that is a designated holiday for an employee coincides with a day of leave with pay, that day shall count as a holiday and not as a day of leave.

30.05 Designated Holiday Coinciding With a Day of Rest

- (a) When a day designated as a holiday under clause 30.02 coincides with an employee's day of rest, the holiday shall be moved to the first scheduled working day following the employee's day of rest. When a day that is a designated holiday is so moved to a day on which the employee is on leave with pay, that day shall count as a holiday and not as a day of leave.
- (b) When two (2) days designated as holidays under clause 30.02 coincide with an employee's consecutive days of rest, the holidays shall be moved to the employee's first two (2) scheduled working days following the days of rest. When the days that are designated holidays are so moved to days on which the employee is on leave with pay, those days shall count as holidays and not as days of leave.

Work Performed on a Designated Holiday

30.06 Where operational requirements permit, the Employer shall not schedule an employee to work both December 25 and January 1 in the same holiday season.

30.07 When a day designated as a holiday for an employee is moved to another day under the provisions of clause 30.05:

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

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

30.08

- (a) When an employee works on a holiday, he or she shall be paid time and one-half (1 1/2) for all hours worked up to seven and one-half (7 1/2) hours and double (2) time thereafter, in addition to the pay that the employee would have been granted had he or she not worked on the holiday,

or

- (b) upon request, and with the approval of the Employer, the employee may be granted:
 - (i) a day of leave with pay (straight-time rate of pay) at a later date in lieu of the holiday,
and
 - (ii) pay at one and one-half (1 1/2) times the straight-time rate of pay for all hours worked up to seven and one-half (7 1/2) hours,
and
 - (iii) pay at two (2) times the straight-time rate of pay for all hours worked by him or her on the holiday in excess of seven and one-half (7 1/2) hours.
- (c) Notwithstanding paragraphs (a) and (b), when an employee works on a holiday contiguous to a day of rest on which he or she also worked and received overtime in accordance with clause 28.07(b), he or she shall be paid in addition to the pay that he or she would have been granted had he or she not worked on the holiday, two (2) times his or her hourly rate of pay for all time worked.
- (d) Subject to operational requirements and adequate advance notice, the Employer shall grant lieu days at such times as the employee may request.
 - (i) When, in a fiscal year, an employee has not been granted all of his or her lieu days as requested by him or her, at the employee's request, such lieu days shall be carried over for one year.
 - (ii) In the absence of such request, unused lieu days shall be paid off at the employee's straight-time rate of pay in effect when the lieu day was earned.

30.09 Reporting for Work on a Designated Holiday

- (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 31

RELIGIOUS OBLIGATIONS

31.01 The Employer shall make every reasonable effort to accommodate an employee who requests time off to fulfill his or her religious obligations.

31.02 Employees may, in accordance with the provisions of this Agreement, request annual leave, compensatory leave, leave without pay for other reasons, or a shift exchange (in the case of a shift worker) in order to fulfill their religious obligations.

31.03 Notwithstanding clause 31.02, at the request of the employee and at the discretion of the Employer, time off with pay may be granted to the employee in order to fulfill his or her religious obligations. The number of hours with pay so granted must be made up hour for hour within a period of six (6) months, at times agreed to by the Employer. Hours worked as a result of time off granted under this clause shall not be compensated nor should they result in any additional payments by the Employer.

31.04 An employee who intends to request leave or time off under this Article must give notice to the Employer as far in advance as possible to fulfill but no later than four (4) weeks before the requested period of absence.

****ARTICLE 32**

TRAVELLING TIME

32.01 This Article does not apply to an employee when the employee travels by any type of transport in which he or she is required to perform work, and/or which also serves as his or her living quarters during a tour of duty. In such circumstances, the employee shall receive the greater of:

- (a) on a normal working day, his or her regular pay for the day,
or
- (b) pay for actual hours worked in accordance with Article 30, Designated Paid Holidays, and Article 28, Overtime, of this Agreement.

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

32.03 For the purposes of this Agreement, travelling time is compensated for only in the circumstances and to the extent provided for in this Article.

32.04 When an employee is required to travel outside his or her headquarters area on government business, as these expressions are defined by the Employer, the time of departure and the means of such travel shall be determined by the Employer, and the employee will be compensated for travel time in accordance with clauses 32.05 and 32.06. Travelling time shall include time necessarily spent at each stop-over enroute provided such stop-over is not longer than three (3) hours.

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 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.

32.06 If an employee is required to travel as set forth in clauses 32.04 and 32.05:

- (a) on a normal working day on which the employee travels but does not work, the employee shall receive his or her regular pay for the day;

- (b) on a normal working day on which the employee travels and works, the employee shall be paid:
 - (i) his regular pay for the day for a combined period of travel and work not exceeding his or her regular scheduled working hours,

and
 - (ii) at the applicable overtime rate for additional travel time in excess of his or her regularly scheduled hours of work and travel, with a maximum payment for such additional travel time not to exceed twelve (12) hours' pay at the straight-time rate of pay;
- (c) on a day of rest or on a designated paid holiday, the employee shall be paid at the applicable overtime rate for hours traveled to a maximum of twelve (12) hours' pay at the straight-time rate of pay.

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.
- (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.

PART IV – LEAVE PROVISIONS

****ARTICLE 33**

LEAVE – GENERAL

33.01

- (a) When an employee becomes subject to this Agreement, his or her earned daily leave credits shall be converted into hours. When an employee ceases to be subject to this Agreement, his or her earned hourly leave credits shall be reconverted into days, with one day being equal to seven decimal five (7.5) hours.

- (b) Earned leave credits or other leave entitlements shall be equal to seven decimal five (7.5) hours per day.
- (c) When leave is granted, it will be granted on an hourly basis and the number of hours debited for each day of leave shall be equal to the number of hours of work scheduled for the employee for the day in question.
- (d) Notwithstanding the above, in Article 47, Bereavement Leave With Pay, a “day” will mean a calendar day.

33.02 Except as otherwise specified in this Agreement:

- (a) where leave without pay for a period in excess of three (3) months is granted to an employee for reasons other than illness, the total period of leave granted shall be deducted from “continuous employment” for the purpose of calculating severance pay and “service” for the purpose of calculating vacation leave;
- (b) time spent on such leave which is for a period of more than three (3) months shall not be counted for pay increment purposes.

33.03 An employee is entitled, once in each fiscal year, to be informed upon request, of the balance of his or her vacation and sick leave credits.

33.04 The amount of leave with pay earned but unused credited to an employee by the Employer at the time when this Agreement is signed, or at the time when the employee becomes subject to this Agreement, shall be retained by the employee.

33.05 An employee shall not be granted two (2) different types of leave with pay or monetary remuneration in lieu of leave in respect of the same period of time.

33.06 An employee who, on the day that this Agreement is signed, is entitled to receive furlough leave, that is to say, five (5) weeks’ leave with pay upon completing twenty (20) years of continuous employment, retains his or her entitlement to furlough leave subject to the conditions respecting the granting of such leave that are in force on the day that this Agreement is signed.

33.07 An employee is not entitled to leave with pay during periods he or she is on leave without pay or under suspension.

33.08 In the event of termination of employment for reasons other than incapacity, death, or lay-off, the Employer shall recover from any monies owed the employee an amount equivalent to unearned vacation and sick leave taken by the employee, as calculated from the classification prescribed in the employee's certificate of appointment on the date of the termination of the employee's employment.

33.09 An employee shall not earn leave credits under this Agreement in any month for which leave has already been credited to him or her under the terms of any other collective agreement to which the Employer is a party or under other rules or regulations of the Employer.

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

34.01 The vacation year shall be from April 1 to March 31, inclusive, of the following calendar year.

Accumulation of vacation leave credits

34.02 For each calendar month in which an employee has earned at least ten (10) days' pay, the employee shall earn vacation leave credits at the rate of:

- (a) nine decimal three seven five (9.375) hours until the month in which the anniversary of the employee's eighth (8th) year of service occurs;
- (b) twelve decimal five (12.5) hours commencing with the month in which the employee's eighth (8th) anniversary of service occurs;
- (c) thirteen decimal seven five (13.75) hours commencing with the month in which the employee's sixteenth (16th) anniversary of service occurs;
- (d) fourteen decimal four (14.4) hours commencing with the month in which the employee's seventeenth (17th) anniversary of service occurs;
- (e) fifteen decimal six two five (15.625) hours commencing with the month in which the employee's eighteenth (18th) anniversary of service occurs;
- (f) sixteen decimal eight seven five (16.875) hours commencing with the month in which the employee's twenty-seventh (27th) anniversary of service occurs;

- (g) eighteen decimal seven five (18.75) hours commencing with the month in which the employee's twenty-eighth (28th) anniversary of service occurs;

34.03

- (a) For the purpose of clause 34.02 only, all service within the Public Service, whether continuous or discontinuous, shall count toward vacation leave except where a person who, on leaving the Public Service, takes or has taken severance pay. However, the above exception shall not apply to an employee who receives severance pay on lay-off and is re-appointed to the Public Service within one year following the date of lay-off.
- (b) Notwithstanding (a) above, an employee who was a member of one of the bargaining units listed below on the date of signing of the relevant collective agreement or an employee who became a member of those bargaining units between the date of signing of the relevant collective agreement and May 31, 1990, shall retain, for the purpose of "service" and of establishing his or her vacation entitlement pursuant to this clause, those periods of former service which had previously qualified for counting as continuous employment, until such time as his or her employment in the Public Service is terminated.

Bargaining units and dates of signing

AS, IS, OM, PG and PM, May 17, 1989

CR, DA, OE, and ST, May 19, 1989

GL&T, May 4, 1989

GS, August 4, 1989

EG, May 17, 1989

DD and GT, May 19, 1989

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

Scheduling of vacation leave with pay

34.05

- (a) Employees are expected to take all their vacation leave during the vacation year in which it is earned.
- (b) Subject to the following subparagraphs, the Employer reserves the right to schedule an employee's vacation leave but shall make every reasonable effort:
 - (i) to provide an employee's vacation leave in an amount and at such time as the employee may request;
 - (ii) not to recall an employee to duty after the employee has proceeded on vacation leave;

- (iii) not to cancel nor alter a period of vacation or furlough leave which has been previously approved in writing.

34.06 The Employer shall give an employee as much notice as is practicable and reasonable of approval, denial, alteration, or cancellation of a request for vacation or furlough leave. In the case of denial, alteration, or cancellation of such leave, the Employer shall give the written reason therefore, upon written request from the employee.

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

- (a) is granted bereavement leave,

or
- (b) is granted leave with pay because of illness in the immediate family,

or
- (c) is granted sick leave on production of a medical certificate,

the period of vacation leave so displaced shall either be added to the vacation period, if requested by the employee and approved by the Employer, or reinstated for use at a later date.

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.

**

34.09 Recall From Vacation Leave

- (a) Where an employee is recalled to duty during any period of vacation or furlough leave, the employee shall be reimbursed for reasonable expenses that the employee incurs:
 - (i) in proceeding to the employee's place of duty,

and

- (ii) in returning to the place from which the employee was recalled if the employee immediately resumes vacation upon completing the assignment for which the employee was recalled,

after submitting such accounts as are normally required by the Employer.

- (b) The employee shall not be considered as being on vacation leave or furlough leave during any period in respect of which the employee is entitled under paragraph (a) to be reimbursed for reasonable expenses incurred by the employee.

**

34.10 Cancellation or Alteration of Vacation Leave

When the Employer cancels or alters a period of vacation or furlough leave which it has previously approved in writing, or recalls an employee during a period of vacation or furlough leave, the Employer shall reimburse the employee for the non-returnable portion and/or non-refundable deposits of vacation contracts and reservations made by the employee in respect of that period, subject to the presentation of such documentation as the Employer may require. The employee must make every reasonable attempt to mitigate such losses.

**

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.

**

34.12 During any vacation year, upon application by the employee and at the discretion of the Employer, earned but unused vacation leave credits in excess of one hundred and twelve decimal five (112.5) hours may be paid in cash at the employee's daily rate of pay as calculated from the classification prescribed in the certificate of appointment of the employee's substantive position on March 31st of the previous vacation year.

Leave when employment terminates

34.13 When an employee dies or otherwise ceases to be employed, the employee's estate or the employee shall be paid an amount equal to the product obtained by multiplying the number of days of earned but unused vacation and furlough leave to the employee's credit by the daily rate of pay as calculated from the classification prescribed in the certificate of appointment on the date of the termination of employment.

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.

34.15 Where the employee requests, the Employer shall grant the employee his or her unused vacation leave credits prior to termination of employment if this will enable the employee, for purposes of severance pay, to complete the first year of continuous employment in the case of lay-off, and the tenth (10th) year of continuous employment in the case of resignation.

34.16 Appointment to a Schedule I Employer

Notwithstanding clause 34.13, an employee who resigns to accept an appointment with an organization listed in Schedule I of the *Public Service Staff Relations 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.

****ARTICLE 35**

SICK LEAVE WITH PAY

Credits

35.01

- (a) An employee shall earn sick leave credits at the rate of nine decimal three seven five (9.375) hours for each calendar month for which the employee receives pay for at least ten (10) days.
- (b) A shift worker shall earn additional sick leave credits at the rate of one decimal two five (1.25) hours for each calendar month during which he or she works shifts and he or she receives pay for at least ten (10) days. Such credits shall not be carried over in the next fiscal year and are available only if the employee has already used one hundred and twelve decimal five (112.5) hours sick leave credits during the current fiscal year.

35.02 (RESERVED FOR FUTURE USE)

Granting of sick leave

35.03 An employee shall be granted sick leave with pay when he or she is unable to perform his or her duties because of illness or injury provided that:

- (a) he or she satisfies the Employer of this condition in such manner and at such time as may be determined by the Employer,

and
- (b) he or she has the necessary sick leave credits.

35.04 Unless otherwise informed by the Employer, a statement signed by the employee stating that because of illness or injury he or she was unable to perform his or her duties, shall, when delivered to the Employer, be considered as meeting the requirements of paragraph 35.03(a).

35.05

- (a) When an employee has insufficient or no credits to cover the granting of sick leave with pay under the provisions of clause 35.03, sick leave with pay may, at the discretion of the Employer, be granted to an employee for a period of up to one hundred and eighty-seven decimal five (187.5) hours, subject to the deduction of such advanced leave from any sick leave credits subsequently earned.
- (b) The Employer may for good and sufficient reason, advance sick leave credits to an employee when a previous advance has not been fully reimbursed.

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

35.07 Where, in respect of any period of compensatory leave, an employee is granted sick leave with pay on production of a medical certificate, the period of compensatory leave so displaced shall either be added to the compensatory leave period, if requested by the employee and approved by the Employer, or reinstated for use at a later date.

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35.08

- (a) Sick leave credits earned but unused by an employee during a previous period of employment in the Public Service shall be restored to an employee whose employment was terminated by reason of layoff and who is re-appointed in the Public Service within two (2) years from the date of layoff.
- (b) Sick leave credits earned but unused shall be restored to an employee whose employment was terminated due to the end of a specified period of employment, and who is re-appointed by the Agency within one (1) year from the end of the specified period of employment.

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 36

MEDICAL APPOINTMENT FOR PREGNANT EMPLOYEES

36.01 Up to half a day of reasonable time off with pay will be granted to pregnant employees for the purpose of attending routine medical appointments.

36.02 Where a series of continuing appointments are necessary for the treatment of a particular condition relating to the pregnancy, absences shall be charged to sick leave.

ARTICLE 37

INJURY-ON-DUTY LEAVE

37.01 An employee shall be granted injury-on-duty leave with pay for such period as may be reasonably determined by the Employer when a claim has been made pursuant to the *Government Employees Compensation Act*, and a Workers' Compensation authority has notified the Employer that it has certified that the employee is unable to work because of:

(a) personal injury accidentally received in the performance of his or her duties and not caused by the employee's willful misconduct,

or

(b) an industrial illness or a disease arising out of and in the course of the employee's employment,

if the employee agrees to remit to the Receiver General of Canada any amount received by him or her in compensation for loss of pay resulting from or in respect of such injury, illness, or disease providing, however, that such amount does not stem from a personal disability policy for which the employee or the employee's agent has paid the premium.

**ARTICLE 38

MATERNITY LEAVE WITHOUT PAY

38.01 Maternity Leave without Pay

(a) An employee who becomes pregnant shall, upon request, be granted maternity leave without pay for a period beginning before, on or after the termination date of pregnancy and ending not later than seventeen (17) weeks after the termination date of pregnancy.

(b) Notwithstanding paragraph (a):

(i) where the employee has not yet proceeded on maternity leave without pay and her newborn child is hospitalized,

or

(ii) where the employee has proceeded on maternity leave without pay and then returns to work for all or part of the period during which her newborn child is hospitalized,

the period of maternity leave without pay defined in paragraph (a) may be extended beyond the date falling seventeen (17) weeks after the date of termination of pregnancy by a period equal to that portion of the period of the child's hospitalization during which the employee was not on maternity leave, to a maximum of seventeen (17) weeks.

(c) The extension described in paragraph (b) shall end not later than fifty-two (52) weeks after the termination date of pregnancy.

- (d) The Employer may require an employee to submit a medical certificate certifying pregnancy.
- (e) An employee who has not commenced maternity leave without pay may elect to:
 - (i) use earned vacation and compensatory leave credits up to and beyond the date that her pregnancy terminates;
 - (ii) use her sick leave credits up to and beyond the date that her pregnancy terminates, subject to the provisions set out in Article 35, Sick Leave With Pay. For purposes of this subparagraph, the terms “illness” or “injury” used in Article 35, Sick Leave With Pay, shall include medical disability related to pregnancy.
- (f) An employee shall inform the Employer in writing of her plans for taking leave with and without pay to cover her absence from work due to the pregnancy at least four (4) weeks in advance of the initial date of continuous leave of absence during which termination of pregnancy is expected to occur unless there is a valid reason why the notice cannot be given.
- (g) Leave granted under this clause shall be counted for the calculation of “continuous employment” for the purpose of calculating severance pay and “service” for the purpose of calculating vacation leave. Time spent on such leave shall be counted for pay increment purposes.

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38.02 Maternity Allowance

- (a) An employee who has been granted maternity leave without pay shall be paid a maternity allowance in accordance with the terms of the Supplemental Unemployment Benefit (SUB) Plan described in paragraph (c) to (i), provided that she:
 - (i) has completed six (6) months of continuous employment before the commencement of her maternity leave without pay,
 - (ii) provides the Employer with proof that she has applied for and is in receipt of pregnancy benefits pursuant to Section 22 of the *Employment Insurance Act* in respect of insurable employment with the Employer,

and
 - (iii) has signed an agreement with the Employer stating that:
 - (A) she will return to work on the expiry date of her maternity leave without pay unless the return to work date is modified by the approval of another form of leave;
 - (B) following her return to work, as described in section (A), she will work for a period equal to the period she was in receipt of the maternity allowance;

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- (C) should she fail to return to work in accordance with section (A), or should she return to work but fail to work for the total period specified in section (B), she will be indebted to the Employer for an amount determined as follows:

$$(\text{allowance received}) \times \frac{(\text{remaining period to be worked following her return to work})}{[\text{total period to be worked as specified in (B)]}$$

**

- (D) the repayment provided for in (C) will not apply in situations of :

- (i) death,
- (ii) lay off,
- (iii) early termination due to lack of work or discontinuance of a function of a specified period of employment that would have been sufficient to meet the obligations specified in section (B),
- (iv) the end of a specified period of employment, if the employee is rehired by the Agency within ninety (90) days following the end of the specified period of employment, and who fulfills the obligations specified in section (B), or
- (v) having become disabled as defined in the *Public Service Superannuation Act*.

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

- (c) Maternity allowance payments made in accordance with the SUB Plan will consist of the following:

- (i) where an employee is subject to a waiting period of two (2) weeks before receiving Employment Insurance pregnancy benefits, ninety-three per cent (93%) of her weekly rate of pay for each week of the waiting period, less any other monies earned during this period,

and

- (ii) for each week that the employee receives a pregnancy benefit pursuant to Section 22 of the *Employment Insurance Act*, the difference between the gross weekly amount of the Employment Insurance pregnancy benefit she is eligible to receive and ninety-three per cent (93%) of her weekly rate of pay less any other monies earned during this period which may result in a decrease in Employment Insurance benefits to which she would have been eligible if no extra monies had been earned during this period.
- (d) At the employee's request, the payment referred to in subparagraph 38.02(c)(i) will be estimated and advanced to the employee. Adjustments will be made once the employee provides proof of receipt of Employment Insurance pregnancy benefits.
- (e) The maternity allowance to which an employee is entitled is limited to that provided in paragraph (c) and an employee will not be reimbursed for any amount that she may be required to repay pursuant to the *Employment Insurance Act*.
- (f) The weekly rate of pay referred to in paragraph (c) shall be:
 - (i) for a full-time employee, the employee's weekly rate of pay on the day immediately preceding the commencement of maternity leave without pay,
 - (ii) for an employee who has been employed on a part-time or on a combined full-time and part-time basis during the six (6) month period preceding the commencement of maternity leave, the rate obtained by multiplying the weekly rate of pay in subparagraph (i) by the fraction obtained by dividing the employee's straight time earnings by the straight time earnings the employee would have earned working full-time during such period.
- (g) The weekly rate of pay referred to in paragraph (f) shall be the rate to which the employee is entitled for her substantive level to which she is appointed.
- (h) Notwithstanding paragraph (g), and subject to subparagraph (f)(ii), if on the day immediately preceding the commencement of maternity leave without pay an employee has been on an acting assignment for at least four (4) months, the weekly rate shall be the rate she was being paid on that day.
- (i) Where an employee becomes eligible for a pay increment or pay revision while in receipt of the maternity allowance, the allowance shall be adjusted accordingly.
- (j) Maternity allowance payments made under the SUB Plan will neither reduce nor increase an employee's deferred remuneration or severance pay.

38.03 Special Maternity Allowance for Totally Disabled Employees

- (a) An employee who:
 - (i) fails to satisfy the eligibility requirement specified in subparagraph 38.02(a)(ii) solely because a concurrent entitlement to benefits under the Disability Insurance (DI) Plan, the Longterm Disability (LTD) Insurance portion of the Public Service Management

Insurance Plan (PSMIP) or the *Government Employees Compensation Act* prevents her from receiving Employment Insurance pregnancy benefits,

and

- (ii) has satisfied all of the other eligibility criteria specified in paragraph 38.02(a), other than those specified in sections (A) and (B) of subparagraph 38.02(a)(iii),

shall be paid, in respect of each week of maternity allowance not received for the reason described in subparagraph (i), the difference between ninety-three per cent (93%) of her weekly rate of pay and the gross amount of her weekly disability benefit under the DI Plan, the LTD Plan or via the *Government Employees Compensation Act*.

- (b) An employee shall be paid an allowance under this clause and under clause 38.02 for a combined period of no more than the number of weeks during which she would have been eligible for pregnancy benefits pursuant to Section 22 of the *Employment Insurance Act* had she not been disqualified from Employment Insurance pregnancy benefits for the reasons described in subparagraph (a)(i).

ARTICLE 39

MATERNITY-RELATED REASSIGNMENT OR LEAVE

39.01 An employee who is pregnant or nursing may, during the period from the beginning of pregnancy to the end of the twenty-fourth (24th) week following the birth, request the Employer to modify her job functions or reassign her to another job if, by reason of the pregnancy or nursing, continuing any of her current functions may pose a risk to her health or that of the foetus or child.

39.02 An employee's request under clause 39.01 must be accompanied or followed as soon as possible by a medical certificate indicating the expected duration of the potential risk and the activities or conditions to avoid in order to eliminate the risk. Dependent upon the particular circumstances of the request, the Employer may obtain an independent medical opinion.

39.03 An employee who has made a request under clause 39.01 is entitled to continue in her current job while the Employer examines her request, but, if the risk posed by continuing any of her job functions so requires, she is entitled to be immediately assigned alternative duties until such time as the Employer:

- (a) modifies her job functions or reassigns her,

or

- (b) informs her in writing that it is not reasonably practicable to modify her job functions or reassign her.

39.04 Where reasonably practicable, the Employer shall modify the employee’s job functions or reassign her.

39.05 Where the Employer concludes that a modification of job functions or a reassignment that would avoid the activities or conditions indicated in the medical certificate is not reasonably practicable, the Employer shall so inform the employee in writing and shall grant leave of absence without pay to the employee for the duration of the risk as indicated in the medical certificate. However, such leave shall end no later than twenty-four (24) weeks after the birth.

39.06 An employee whose job functions have been modified, who has been reassigned, or who is on leave of absence shall give at least two (2) weeks notice in writing to the Employer of any change in duration of the risk or the inability as indicated in the medical certificate, unless there is a valid reason why that notice cannot be given. Such notice must be accompanied by a new medical certificate.

****ARTICLE 40**

PARENTAL LEAVE WITHOUT PAY

40.01 Parental Leave Without Pay

- (a) Where an employee has or will have the actual care and custody of a new-born child (including the new-born child of a common-law partner), the employee shall, upon request, be granted parental leave without pay for a single period of up to thirty-seven (37) consecutive weeks in the fifty-two (52) week period beginning on the day on which the child is born or the day on which the child comes into the employee’s care.
- (b) Where an employee commences legal proceedings under the laws of a province to adopt a child or obtains an order under the laws of a province for the adoption of a child, the employee shall, upon request, be granted parental leave without pay for a single period of up to thirty-seven (37) consecutive weeks in the fifty-two week (52) period beginning on the day on which the child comes into the employee’s care.

- (c) Notwithstanding paragraphs (a) and (b):
 - (i) where the employee’s child is hospitalized within the period defined in the above paragraphs, and the employee has not yet proceeded on parental leave without pay,

or
 - (ii) where the employee has proceeded on parental leave without pay and then returns to work for all or part of the period during which his or her child is hospitalized,

the period of parental leave without pay specified in the original leave request may be extended by a period equal to that portion of the period of the child's hospitalization during which the employee was not on parental leave. However, the extension shall end not later than one hundred and four (104) weeks after the day on which the child comes into the employee's care.

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- (d) An employee who intends to request parental leave without pay shall notify the Employer at least four (4) weeks in advance of the expected date of the birth of the employee's child (including the child of a common-law partner), or the date the child is expected to come into the employee's care pursuant to paragraphs (a) and (b).
- (e) The Employer may :
 - (i) defer the commencement of parental leave without pay at the request of the employee;
 - (ii) grant the employee parental leave without pay with less than four (4) weeks' notice;
 - (iii) require an employee to submit a birth certificate or proof of adoption of the child.
- (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.
- (g) Leave granted under this clause shall count for the calculation of "continuous employment" for the purpose of calculating severance pay and "service" for the purpose of calculating vacation leave. Time spent on such leave shall count for pay increment purposes.

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40.02 Parental Allowance

- (a) An employee who has been granted parental leave without pay, shall be paid a parental allowance in accordance with the terms of the Supplemental Unemployment Benefit (SUB) Plan described in paragraphs (c) to (i), providing he or she:
 - (i) has completed six (6) months of continuous employment before the commencement of parental leave without pay,
 - (ii) provides the Employer with proof that he or she has applied for and is in receipt of parental benefits pursuant to Section 23 of the *Employment Insurance Act* in respect of insurable employment with the Employer,

and
 - (iii) has signed an agreement with the Employer stating that:
 - (A) the employee will return to work on the expiry date of his or her parental leave without pay, unless the return to work date is modified by the approval of another form of leave;

(B) Following his or her return to work, as described in section (A), the employee will work for a period equal to the period the employee was in receipt of the parental allowance, in addition to the period of time referred to in section 38.02 (a)(iii)(B), if applicable;

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(C) should he or she fail to return to work in accordance with section (A) or should he or she return to work but fail to work the total period specified in section (B), he or she will be indebted to the Employer for an amount determined as follows:

$$\text{allowance received} \times \frac{\text{remaining period to be worked following his or her return to work}}{\text{total period to be worked as specified in (B)}}$$

**

(D) the repayment provided for in (C) will not apply in situations of:

- (i) death,
- (ii) lay off,
- (iii) early termination due to lack of work or discontinuance of a function of a specified period of employment that would have been sufficient to meet the obligations specified in section (B),
- (iv) the end of a specified period of employment, if the employee is rehired by the Agency within ninety (90) days following the end of the specified period of employment, and who fulfills the obligations specified in section (B), or
- (v) having become disabled as defined in the *Public Service Superannuation Act*.

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

(c) Parental Allowance payments made in accordance with the SUB Plan will consist of the following:

- (i) where an employee is subject to a waiting period of two (2) weeks before receiving Employment Insurance parental benefits, ninety-three per cent (93%) of his or her weekly rate of pay for each week of the waiting period, less any other monies earned during this period;

- (ii) for each week in respect of which the employee receives parental benefits pursuant to Section 23 of the *Employment Insurance Act*, the difference between the gross weekly amount of the Employment Insurance parental benefits he or she is eligible to receive and ninety-three per cent (93%) of his or her weekly rate of pay less any other monies earned during this period which may result in a decrease in Employment Insurance benefits to which he or she would have been eligible if no extra monies had been earned during this period.
- (d) At the employee's request, the payment referred to in subparagraph 40.02(c)(i) will be estimated and advanced to the employee. Adjustments will be made once the employee provides proof of receipt of Employment Insurance (EI) parental benefits.
- (e) The parental allowance to which an employee is entitled is limited to that provided in paragraph (c) and an employee will not be reimbursed for any amount that he or she is required to repay pursuant to the *Employment Insurance Act*.
- (f) The weekly rate of pay referred to in paragraph (c) shall be:
 - (i) for a full-time employee, the employee's weekly rate of pay on the day immediately preceding the commencement of maternity or parental leave without pay;
 - (ii) for an employee who has been employed on a part-time or on a combined full time and part-time basis during the six (6) month period preceding the commencement of maternity or parental leave without pay, the rate obtained by multiplying the weekly rate of pay in subparagraph (i) by the fraction obtained by dividing the employee's straight time earnings by the straight time earnings the employee would have earned working full time during such period.
- (g) The weekly rate of pay referred to in paragraph (f) shall be the rate to which the employee is entitled for the substantive level to which she or he is appointed.
- (h) Notwithstanding paragraph (g), and subject to subparagraph (f)(ii), if on the day immediately preceding the commencement of parental leave without pay an employee is performing an acting assignment for at least four (4) months, the weekly rate shall be the rate the employee was being paid on that day.
- (i) Where an employee becomes eligible for a pay increment or pay revision while in receipt of parental allowance, the allowance shall be adjusted accordingly.
- (j) Parental allowance payments made under the SUB Plan will neither reduce nor increase an employee's deferred remuneration or severance pay.

40.03 Special Parental Allowance for Totally Disabled Employees

- (a) An employee who:
- (i) fails to satisfy the eligibility requirement specified in subparagraph 40.02(a)(ii) solely because a concurrent entitlement to benefits under the Disability Insurance (DI) Plan, the Long-term Disability (LTD) Insurance portion of the Public Service Management Insurance Plan (PSMIP) or via the *Government Employees Compensation Act* prevents the employee from receiving Employment Insurance parental benefits,

and
 - (ii) has satisfied all of the other eligibility criteria specified in paragraph 40.02(a), other than those specified in sections (A) and (B) of subparagraph 40.02(a)(iii),
- shall be paid, in respect of each week of benefits under the parental allowance not received for the reason described in subparagraph (i), the difference between ninety-three per cent (93%) of the employee's rate of pay and the gross amount of his or her weekly disability benefit under the DI Plan, the LTD Plan or via the *Government Employees Compensation Act*.
- (b) An employee shall be paid an allowance under this clause and under clause 40.02 for a combined period of no more than the number of weeks during which the employee would have been eligible for parental benefits pursuant to Section 23 of the *Employment Insurance Act*, had the employee not been disqualified from Employment Insurance parental benefits for the reasons described in subparagraph (a)(i).

****ARTICLE 41**

LEAVE WITHOUT PAY FOR THE CARE AND NURTURING OF CHILDREN

41.01 Both parties recognize the importance of access to leave for the purpose of care and nurturing of preschool age children and the personal care of non-preschool age children under the age of eighteen (18).

41.02

- (a) An employee shall be granted leave without pay for the personal care and nurturing of the employee's preschool age children (including children of common-law partner).
- (b) Subject to operational requirements, an employee may be granted leave without pay for the personal care of an employee's non-preschool age children under the age of 18 (including children of common-law partner).

- (c) Leave granted under (a) and (b) will be in accordance with the following conditions:
 - (i) an employee shall notify the Employer in writing as far in advance as possible but not less than four (4) weeks in advance of the commencement date of such leave, unless because of an urgent or unforeseeable circumstance such notice cannot be given;
 - (ii) leave granted under this Article shall be for a minimum period of three (3) weeks;
 - (iii) the total leave granted under this Article shall not exceed five (5) years during an employee's total period of employment in the Public Service;
 - (iv) leave granted for periods of one year or less shall be scheduled in a manner which ensures continued service delivery.

41.03 An employee who has proceeded on leave without pay may change his or her return to work date if such change does not result in additional costs to the Employer.

ARTICLE 42

LEAVE WITHOUT PAY FOR THE LONG-TERM CARE OF A PARENT

42.01 Both parties recognize the importance of access to leave for the purpose of long-term care of a parent.

42.02 An employee shall be granted leave without pay for the long-term personal care of the employee's parents, including step-parents or foster parents, in accordance with the following conditions:

- (a) an employee shall notify the Employer in writing as far in advance as possible but not less than four (4) weeks in advance of the commencement date of such leave, unless because of an urgent or unforeseeable circumstance such notice cannot be given;
- (b) leave granted under this Article shall be for a minimum period of three (3) weeks;
- (c) the total leave granted under this Article shall not exceed five (5) years during an employee's total period of employment in the Public Service;
- (d) leave granted for periods of one year or less shall be scheduled in a manner which ensures continued service delivery.

42.03 An employee who has proceeded on leave without pay may change his or her return to work date if such change does not result in additional costs to the Employer.

****ARTICLE 43**

LEAVE WITH PAY FOR FAMILY-RELATED RESPONSIBILITIES

43.01 For the purpose of this Article, family is defined as spouse (or common-law partner resident with the employee), children (including foster children or children of spouse or common-law partner), parents (including step-parents or foster parents), or any relative permanently residing in the employee's household or with whom the employee permanently resides.

43.02 The total leave with pay which may be granted under this Article shall not exceed forty-five (45) hours in a fiscal year.

43.03 Subject to clause 43.02, the Employer shall grant leave with pay under the following circumstances:

- (a) to take a family member for medical or dental appointments, or for appointments with school authorities or adoption agencies, if the supervisor was notified of the appointment as far in advance as possible;
- (b) to provide for the immediate and temporary care of a sick member of the employee's family and to provide an employee with time to make alternate care arrangements where the illness is of a longer duration;
- (c) for the care of a sick member of the employee's family who is hospitalized;
- (d) to provide for the immediate and temporary care of an elderly member of the employee's family;
- (e) for needs directly related to the birth or to the adoption of the employee's child;
- (f) to provide time to allow the employee to make alternate arrangements in the event of fire or flooding to the employee's residence.

ARTICLE 44

LEAVE WITHOUT PAY FOR PERSONAL NEEDS

44.01 Leave without pay will be granted for personal needs in the following manner:

- (a) subject to operational requirements, leave without pay for a period of up to three (3) months will be granted to an employee for personal needs;
- (b) subject to operational requirements, leave without pay for more than three (3) months but not exceeding one (1) year will be granted to an employee for personal needs;

- (c) an employee is entitled to leave without pay for personal needs only once under each of paragraphs (a) and (b) during the employee's total period of employment in the Public Service. Leave without pay granted under this clause may not be used in combination with maternity or parental leave without the consent of the Employer.

**** ARTICLE 45**

MARRIAGE LEAVE WITH PAY

45.01 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) marriage leave with pay for the purpose of getting married.

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.

45.03 For an employee with less than two (2) years of continuous employment, in the event of termination of employment for reasons other than death or lay-off within six (6) months after the granting of marriage leave, an amount equal to the amount paid to the employee during the period of leave will be recovered by the Employer from any monies owed to the employee.

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 and up to five (5) years to an employee whose spouse is temporarily relocated.

**** ARTICLE 47**

BEREAVEMENT LEAVE WITH PAY

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

47.02 When a member of the employee's immediate family dies, an employee shall be entitled to a bereavement period of five (5) consecutive calendar days which must include the day of the funeral. During such period, the employee shall be paid for those days which are not regularly scheduled days of rest for the employee. In addition, the employee may be granted up to three (3) days' leave with pay for the purpose of travel related to the death.

47.03 An employee is entitled to one (1) day's bereavement leave with pay for the purpose related to the death of his or her grandparent, son-in-law, daughter-in-law, brother-in-law, or sister-in-law.

47.04 If, during a period of sick leave, vacation leave, or compensatory leave, an employee is bereaved in circumstances under which he or she would have been eligible for bereavement leave with pay under clauses 47.02 and 47.03, the employee shall be granted bereavement leave with pay and his or her paid leave credits shall be restored to the extent of any concurrent bereavement leave with pay granted.

47.05 It is recognized by the parties that the circumstances which call for leave in respect of bereavement are based on individual circumstances. On request, the Commissioner may, after considering the particular circumstances involved, grant leave with pay for a period greater than and/or in a manner different than that provided for in clauses 47.02 and 47.03.

ARTICLE 48

COURT LEAVE

48.01 The Employer shall grant leave with pay to an employee for the period of time he or she is compelled:

- (a) to be available for jury selection;
- (b) to serve on a jury;
- (c) by subpoena or summons or other legal instrument to attend as a witness in any proceeding held:
 - (i) in or under the authority of a court of justice or before a grand jury,
 - (ii) before a court, judge, justice, magistrate, or coroner,
 - (iii) before the Senate or House of Commons of Canada or a committee of the Senate or House of Commons otherwise than in the performance of the duties of the employee's position,
 - (iv) before a legislative council, legislative assembly or house of assembly, or any committee thereof that is authorized by law to compel the attendance of witnesses before it,or
 - (v) before an arbitrator or umpire or a person or body of persons authorized by law to make an inquiry and to compel the attendance of witnesses before it.

****ARTICLE 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 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 50

EDUCATION LEAVE WITHOUT PAY

50.01 The Employer recognizes the usefulness of education leave. Upon written application by the employee and with the approval of the Employer, an employee may be granted education leave without pay for varying periods of up to one (1) year, which can be renewed by mutual agreement, to attend a recognized institution for studies in some field of education in which preparation is needed to fill the employee's present role more adequately or to undertake studies in some field in order to provide a service which the Employer requires or is planning to provide.

50.02 At the Employer's discretion, an employee on education leave without pay under this Article may receive an allowance in lieu of salary of up to 100% (one hundred percent) of the employee's annual rate of pay, depending on the degree to which the education leave is deemed, by the Employer, to be relevant to organizational requirements. Where the employee receives a grant, bursary, or scholarship, the education leave allowance may be reduced. In such cases, the amount of the reduction shall not exceed the amount of the grant, bursary, or scholarship.

50.03 Allowances already being received by the employee may, at the discretion of the Employer, be continued during the period of the education leave. The employee shall be notified when the leave is approved whether such allowances are to be continued in whole or in part.

50.04

- (a) As a condition of the granting of education leave without pay, an employee shall, if required, give a written undertaking prior to the commencement of the leave to return to the service of the Employer for a period of not less than the period of the leave granted.
- (b) If the employee:
 - (i) fails to complete the course,
 - (ii) does not resume employment with the Employer on completion of the course,or

- (iii) ceases to be employed, except by reason of death or lay-off, before termination of the period he or she has undertaken to serve after completion of the course,

the employee shall repay the Employer all allowances paid to him or her under this Article during the education leave or such lesser sum as shall be determined by the Employer.

ARTICLE 51

CAREER DEVELOPMENT LEAVE

51.01 Career development refers to an activity which, in the opinion of the Employer, is likely to be of assistance to the individual in furthering his or her career development and to the organization in achieving its goals. The following activities shall be deemed to be part of career development:

- (a) a course given by the Employer;
- (b) a course offered by a recognized academic institution;
- (c) a seminar, convention, or study session in a specialized field directly related to the employee's work.

51.02 Upon written application by the employee, and with the approval of the Employer, career development leave with pay may be given for any one of the activities described in clause 51.01. The employee shall receive no compensation under Article 28, Overtime, and Article 32, Travelling Time, during time spent on career development leave provided for in this Article.

51.03 Employees on career development leave shall be reimbursed for all reasonable travel and other expenses incurred by them which the Employer may deem appropriate.

ARTICLE 52

EXAMINATION LEAVE WITH PAY

52.01 At the Employer's discretion, examination leave with pay may be granted to an employee for the purpose of writing an examination which takes place during the employee's scheduled hours of work.

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 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

54.01 At its discretion, the Employer may grant:

- (a) leave with pay when circumstances not directly attributable to the employee prevent his or her reporting for duty; such leave shall not be unreasonably withheld;
- (b) leave with or without pay for purposes other than those specified in this Agreement.

54.02 Personal Leave

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

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

54.03 Management Performance Leave

- (a) Subject to the conditions established in the Employer's CCRA 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.

PART V – OTHER TERMS AND CONDITIONS OF EMPLOYMENT

ARTICLE 55

RESTRICTION ON OUTSIDE EMPLOYMENT

55.01 Unless otherwise specified by the Employer as being in an area that could represent a conflict of interest, employees shall not be restricted in engaging in other employment outside the hours they are required to work for the Employer.

ARTICLE 56

STATEMENT OF DUTIES

56.01 Upon written request, an employee shall be provided with a 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 57

DUTY ABOARD VESSELS

57.01 Nothing in this Agreement shall be construed to impair in any manner whatsoever the authority of the Master.

57.02 The Master may, whenever he or she deems it advisable, require any employee to participate in lifeboat or other emergency drills without the payment of overtime.

57.03 Any work necessary for the safety of the vessel, passengers, crew, or cargo shall be performed by all employees at any time on immediate call and, notwithstanding any provisions of this Agreement which might be construed to the contrary, in no event shall overtime be paid for work performed in connection with such emergency duties of which the Master shall be the sole judge.

57.04 When an employee suffers loss of clothing or personal effects (those which can reasonably be expected to accompany the employee aboard the ship) because of marine disaster or shipwreck, the employee shall be reimbursed the value of those articles up to a maximum of three thousand (\$3,000) dollars based on replacement cost.

57.05

- (a) An employee shall submit to the Employer a full inventory of his or her personal effects and shall be responsible for maintaining it in a current state.
- (b) An employee or the employee's estate making a claim under this Article shall submit to the Employer reasonable proof of such loss, and shall submit an affidavit listing the individual items and values claimed.

ARTICLE 58

EMPLOYEE PERFORMANCE REVIEW AND EMPLOYEE FILES

58.01 For the purpose of this Article,

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

58.02 Prior to an employee performance review the employee shall be given:

- (a) the evaluation form which will be used for the review;
- (b) any written document which provides instructions to the person conducting the review.

58.03

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

The employee shall be provided with a copy of the assessment at the time that the assessment is signed by the employee.

- (b) The Employer's representative(s) who assesses an employee's performance must have observed or been aware of the employee's performance for at least one-half (1/2) of the period for which the employee's performance is evaluated.
- (c) An employee has the right to make written comments to be attached to the performance review form.

58.04 Upon written request of an employee, the personnel file of that employee shall be made available once per year for the employee's examination in the presence of an authorized representative of the Employer.

58.05 When a report pertaining to an employee's performance or conduct is placed on that employee's personnel file, the employee concerned shall be given an opportunity to sign the report in question to indicate that its contents have been read.

****ARTICLE 59**

MEMBERSHIP FEES

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

59.02 Membership dues referred to in Article 11, Check-Off, of this Agreement are specifically excluded as reimbursable fees under this Article.

ARTICLE 60

PROFESSIONAL ACCOUNTING ASSOCIATION ANNUAL MEMBERSHIP FEE

60.01 Subject to paragraphs (a), (b) and (c), the Employer shall reimburse an employee's payment of annual membership fees in one of either the Canadian Institute of Chartered Accountants (CA), the Society of Management Accountants (CMA), or the Certified General Accountants Association (CGA), and to one of their respective provincial organizations.

- (a) Except as provided under paragraph (b) below, the reimbursement of annual membership fees relates to the payment of an annual fee which is a mandatory requirement by one of the governing organizations listed in this clause to maintain a professional designation and membership in good standing. This reimbursement will include the payment of the "Office des professions du Québec" (OPQ) annual fee.
- (b) Portions of fees or charges of an administrative nature such as the following are not subject to reimbursement under this clause: service charges for the payment of fees on an installment or post-dated basis; late payment charges or penalties; initiation fees; reinstatement fees required to maintain a membership in good standing; or payments of arrears for re-admission to an accounting association.
- (c) In respect of requests for reimbursement of professional fees made pursuant to this clause, the employee shall be required to provide the Employer with receipts to validate payments made.

ARTICLE 61

WASH-UP TIME

61.01 Where the Employer determines that due to the nature of work there is a clear cut need, wash-up time up to a maximum of ten (10) minutes will be permitted before the end of the working day.

PART VI – PART-TIME EMPLOYEES

****ARTICLE 62**

PART-TIME EMPLOYEES

62.01 Definition

Part-time employee means an employee whose weekly scheduled hours of work on average are less than those established in Article 25 but not less than those prescribed in the *Public Service Staff 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 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 or thirty-seven and one-half (37 1/2) hours.

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(c)(i) or 28.07(c)(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(c)(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.

Designated Holidays

62.07 A part-time employee shall not be paid for the designated holidays but shall, instead be paid four and one-quarter percent (4 1/4 %) for all straight-time hours worked.

62.08 Subject to paragraph 25.23(d), when a part-time employee is required to work on a day which is prescribed as a designated paid holiday for a full-time employee in clause 30.02, the employee shall be paid at time and one-half (1 1/2) of the straight-time rate of pay for all hours worked up to seven and one-half (7 1/2) hours and double time (2T) thereafter.

62.09 A part-time employee who reports for work as directed on a day which is prescribed as a designated paid holiday for a full-time employee in clause 30.02, shall be paid for the time actually worked in accordance with clause 62.08, or a minimum of four (4) hours pay at the straight-time rate, whichever is greater.

**

62.10 Vacation Leave

A part-time employee shall earn vacation leave credits for each month in which the employee receives pay for at least twice the number of hours in the employee's normal workweek, at the rate for years of service established in clause 34.02 of this Agreement, prorated and calculated as follows:

- (a) when the entitlement is nine decimal three seven five (9.375) hours a month, .250 multiplied by the number of hours in the employee's workweek per month;
- (b) when the entitlement is twelve decimal five (12.5) hours a month, .333 multiplied by the number of hours in the employee's workweek per month;
- (c) when the entitlement is thirteen decimal seven five (13.75) hours a month, .367 multiplied by the number of hours in the employee's workweek per month;
- (d) when the entitlement is fourteen decimal four (14.4) hours a month, .383 multiplied by the number of hours in the employee's workweek per month;
- (e) when the entitlement is fifteen decimal six two five (15.625) hours a month, .417 multiplied by the number of hours in the employee's workweek per month;
- (f) when the entitlement is sixteen decimal eight seven five (16.875) hours a month, .450 multiplied by the number of hours in the employee's workweek per month;
- (g) when the entitlement is eighteen decimal seven five (18.75) hours a month, .500 multiplied by the number of hours in the employee's workweek per month;

62.11 Sick Leave

A part-time employee shall earn sick leave credits at the rate of one-quarter (1/4) of the number of hours in an employee's normal workweek for each calendar month in which the employee has received pay for at least twice the number of hours in the employee's normal workweek.

62.12 Vacation and Sick Leave Administration

- (a) For the purposes of administration of clauses 62.10 and 62.11, where an employee does not work the same number of hours each week, the normal workweek shall be the weekly average of the hours worked at the straight-time rate calculated on a monthly basis.
- (b) An employee whose employment in any month is a combination of both full-time and part-time employment shall not earn vacation or sick leave credits in excess of the entitlement of a full-time employee.

62.13 Bereavement Leave

Notwithstanding clause 62.02, there shall be no prorating of a “day” in Article 47, Bereavement Leave With Pay.

62.14 Severance Pay

Notwithstanding the provisions of Article 63, Severance Pay, of this Agreement, where the period of continuous employment in respect of which severance benefit is to be paid consists of both full- and part-time employment or varying levels of part-time employment, the benefit shall be calculated as follows: the period of continuous employment eligible for severance pay shall be established and the part-time portions shall be consolidated to equivalent full-time. The equivalent full-time period in years shall be multiplied by the full-time weekly pay rate for the appropriate group and level to produce the severance pay benefit.

PART VII – PAY AND DURATION

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.

(a) **Lay-off**

- (i) On the first lay-off, two (2) weeks' pay for the first complete year of continuous employment and one (1) week's pay for each additional complete year of continuous employment and, in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by 365.
- (ii) On second or subsequent lay-off, one (1) week's pay for each complete year of continuous employment and, in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by 365, less any period in respect of which the employee was granted severance pay under subparagraph (a)(i).

(b) **Resignation**

On resignation, subject to paragraph 63.01(d) and with ten (10) or more years of continuous employment, one-half (1/2) week's pay for each complete year of continuous employment up to a maximum of twenty-six (26) years with a maximum benefit of thirteen (13) weeks' pay.

(c) **Rejection on Probation**

On rejection on probation, when an employee has completed more than one (1) year of continuous employment and ceases to be employed by reason of rejection during a probationary period, one (1) week's pay.

(d) **Retirement**

- (i) On retirement, when an employee is entitled to an immediate annuity under the *Public Service Superannuation Act* or when the employee is entitled to an immediate annual allowance, under the *Public Service Superannuation Act*,
or
- (ii) a part-time employee, who regularly works more than thirteen and one-half (13 1/2) but less than thirty (30) hours a week, and who, if he or she were a contributor under the *Public Service Superannuation Act*, would be entitled to an immediate annuity thereunder, or who would have been entitled to an immediate annual allowance if he or she were a contributor under the *Public Service Superannuation Act*,

a severance payment in respect of the employee's complete period of continuous employment, comprised of one (1) week's pay for each complete year of continuous employment and, in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by 365, to a maximum of thirty (30) weeks' pay.

(e) **Death**

If an employee dies, there shall be paid to the employee's estate a severance payment in respect of the employee's complete period of continuous employment, comprised of one (1) week's pay for each complete year of continuous employment and, in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by 365, to a maximum of thirty (30) weeks' pay, regardless of any other benefit payable.

(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.

63.02 Severance benefits payable to an employee under this Article shall be reduced by any period of continuous employment in respect of which the employee was already granted any type of termination benefit. Under no circumstances shall the maximum severance pay provided under clause 63.01 be pyramided.

63.03 Appointment to a Schedule I Employer

Notwithstanding paragraph 63.01(b), an employee who resigns to accept an appointment with an organization listed in Schedule I of the *Public Service Staff Relations 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

64.01 Except as provided in this Article, the terms and conditions governing the application of pay to employees are not affected by this Agreement.

64.02 An employee is entitled to be paid for services rendered at:

- (a) the pay specified in Appendix “A”, for the classification of the position to which the employee is appointed, if the classification coincides with that prescribed in the employee’s certificate of appointment;

or

- (b) the pay specified in Appendix “A”, for the classification prescribed in the employee’s certificate of appointment, if that classification and the classification of the position to which the employee is appointed do not coincide.

64.03

- (a) The rates of pay set forth in Appendix “A” shall become effective on the dates specified.
- (b) Where the rates of pay set forth in Appendix “A” have an effective date prior to the date of signing of this Agreement, the following shall apply:
 - (i) “retroactive period” for the purpose of subparagraphs (ii) to (v) means the period from the effective date of the revision up to and including the day before the collective agreement is signed or when an arbitral award is rendered therefore;
 - (ii) a retroactive upward revision in rates of pay shall apply to employees, former employees or in the case of death, the estates of former employees who were employees in the bargaining unit during the retroactive period;
 - (iii) for initial appointments made during the retroactive period, the rate of pay selected in the revised rates of pay is the rate which is shown immediately below the rate of pay being received prior to the revision;
 - (iv) for promotions, demotions, deployments, transfers or acting situations effective during the retroactive period, the rate of pay shall be recalculated, in accordance with the Public Service Terms and Conditions of Employment Regulations, using the revised rates of pay. If the recalculated rate of pay is less than the rate of pay the employee was previously receiving, the revised rate of pay shall be the rate, which is nearest to, but not less than the rate of pay being received prior to the revision. However, where the recalculated rate is at a lower step in the range, the new rate shall be the rate of pay shown immediately below the rate of pay being received prior to the revision;
 - (v) no payment or no notification shall be made pursuant to paragraph 64.03(b) for one dollar (\$1.00) or less.

64.04 Where a pay increment and a pay revision are effected on the same date, the pay increment shall be applied first and the resulting rate shall be revised in accordance with the pay revision.

64.05 This Article is subject to the Memorandum of Understanding signed by the Treasury Board Secretariat and the Alliance dated February 9, 1982, in respect of red-circled employees.

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

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.

64.08 When the regular pay day for an employee falls on his or her day of rest, every effort shall be made to issue his or her cheque on his or her last working day, provided it is available at his or her regular place of work.

ARTICLE 65

AGREEMENT REOPENER

65.01 This Agreement may be amended by mutual consent.

****ARTICLE 66**

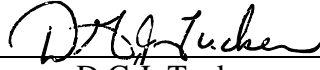
DURATION

66.01 This Agreement shall expire on October 31, 2007.

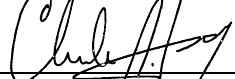
66.02 Unless otherwise expressly stipulated, the provisions of this Agreement shall become effective on the date it is signed.

SIGNED AT OTTAWA, this 10th day of the month of December 2004.

THE CANADA CUSTOMS AND
REVENUE AGENCY



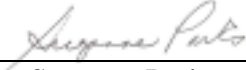
D.G.J. Tucker



Claude P. Tremblay



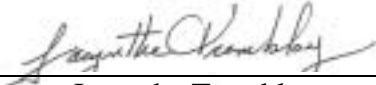
Norm Jeffrey



Suzanne Parks



Joanne Ralla




Jacynthe Tremblay



Mike Watson



Peter Cenne



Anne Ross

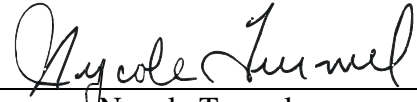


Terry Findlay




Natalie Atherton

THE PUBLIC SERVICE
ALLIANCE OF CANADA



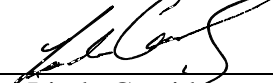
Nycole Turmel



Chris Aylward



Denis Brunette



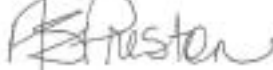
Linda Cassidy



John Kosiba



Denis Lalancette



April Preston



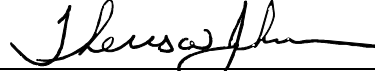
Nick Stein



Betty Bannon



Ron Moran



Theresa Johnson



David Orfald



Liam McCarthy

APPENDIX "A"

1) RATES OF PAY AND PAY NOTES

APPENDIX "A"

AS – ADMINISTRATIVE SERVICES GROUP

ANNUAL RATES OF PAY
(in dollars)

- A – Effective November 1, 2003**
- B – Effective November 1, 2004**
- C – Effective November 1, 2005**
- D – Effective November 1, 2006**

AS-DEVELOPMENT

From:	\$	25175	to	37736
To:	A	25804	to	38679
	B	26385	to	39549
	C	27018	to	40498
	D	27693	to	41510

AS-1

From:	\$	39557	40822	42125	43472	44862
To:	A	40546	41843	43178	44559	45984
	B	41458	42784	44150	45562	47019
	C	42453	43811	45210	46655	48147
	D	43514	44906	46340	47821	49351

AS-2

From:	\$	43928	45421	46963	48558
To:	A	45026	46557	48137	49772
	B	46039	47605	49220	50892
	C	47144	48748	50401	52113
	D	48323	49967	51661	53416

AS-3

From:	\$	47397	49292	51262
To:	A	48582	50524	52544
	B	49675	51661	53726
	C	50867	52901	55015
	D	52139	54224	56390

AS-4

From:	\$	51772	53841	55993
To:	A	53066	55187	57393
	B	54260	56429	58684
	C	55562	57783	60092
	D	56951	59228	61594

AS-5

From:	\$	61799	64270	66810
To:	A	63344	65877	68480
	B	64769	67359	70021
	C	66323	68976	71702
	D	67981	70700	73495

AS-6

From:	\$	68832	71447	74160
To:	A	70553	73233	76014
	B	72140	74881	77724
	C	73871	76678	79589
	D	75718	78595	81579

AS-7

From:	\$	73892	77024	80287	83686
To:	A	75739	78950	82294	85778
	B	77443	80726	84146	87708
	C	79302	82663	86166	89813
	D	81285	84730	88320	92058

AS-8

From:	\$	77619	to	88048
To:	A	79559	to	90249
	B	81349	to	92280
	C	83301	to	94495
	D	85384	to	96857

ADMINISTRATIVE SERVICES GROUP

PAY NOTES

PAY INCREMENT FOR FULL TIME AND PART-TIME EMPLOYEES

1. The pay increment period for employees at level AS-DEV is twenty-six (26) weeks and for employees at levels AS-1 to AS-8 is 52 weeks.
2. The pay increment date for employees appointed to a position in the bargaining unit on promotion, demotion or from outside the Public Service after June 21, 1976 shall be the first (1st) Monday following the pay increment period as calculated from the date of the promotion, demotion or appointment from outside the Public Service. The pay increment periods listed in Pay Note 1 above will continue to apply to employees appointed prior to June 21, 1976. The pay increment date for employees appointed to the AS-7 level shall be the first Monday following the pay increment period as calculated from the date of the promotion, demotion, appointment from outside the Public Service, or from the last increment date.

3. **Level AS-DEV**

For employees in the Administrative Services Development range, an increase at the end of an increment period shall be to a rate in the pay range which is two hundred and forty dollars (\$240) higher than the rate at which the employee is being paid or, if there is no such rate, to the maximum of the pay range.

4. **Level AS-8**

Pay increases within the Level AS-8 performance pay range shall be in accordance with the directive governing Performance Pay for Represented Employees in the Administrative and Foreign Service Category, except that the term "increment" in the directive shall mean an amount equal to seven hundred and fifty dollars (\$750) for the performance pay range effective November 1, 2003, November 1, 2004, November 1, 2005, November 1, 2006 provided the maximum of the range is not exceeded.

PAY ADJUSTMENT

5. **Level AS-DEV**

An employee being paid in the Administrative Services – Development range shall have his or her rate of pay increased:

- (a) On November 1, 2003, to a rate of pay within the "A" range shown in Appendix "A" which is two point five per cent (2.5%) higher than his or her former rate of pay, or if there is no such rate, to the maximum of the range.
- (b) On November 1, 2004, to a rate of pay within the "B" range shown in Appendix "A" which is two point two five per cent (2.25%) higher than his or her former rate of pay, or if there is no such rate, to the maximum of the range.

- (c) On November 1, 2005, to a rate of pay within the “C” range shown in Appendix “A” which is two point four per cent (2.4%) higher than his or her former rate of pay, or if there is no such rate, to the maximum of the range.
 - (d) On November 1, 2006, to a rate of pay within the “D” range shown in Appendix “A” which is two point five per cent (2.5%) higher than his or her former rate of pay, or if there is no such rate, to the maximum of the range.
6. An employee being paid in the AS levels 1 to 7 scale of rates shall, on the relevant effective dates in Appendix “A”, be paid in the “A”, “B”, “C” and “D” scales of rates shown immediately below the employee’s former rate of pay.

7. Level AS-8

An employee being paid at the level AS-8 shall have his or her rate of pay increased:

- (a) On November 1, 2003, to a rate of pay within the “A” performance pay range at a rate of pay which is two point five per cent (2.5%) higher than his or her former rate of pay, rounded to the nearest multiple of one hundred dollars (\$100).
- (b) On November 1, 2004, to a rate of pay within the “B” performance pay range at a rate of pay which is two point two five per cent (2.25%) higher than his or her former rate of pay, rounded to the nearest multiple of one hundred dollars (\$100).
- (c) On November 1, 2005, to a rate of pay within the “C” performance pay range at a rate of pay which is two point four per cent (2.4%) higher than his or her former rate of pay, rounded to the nearest multiple of one hundred dollars (\$100).
- (d) On November 1, 2006, to a rate of pay within the “D” performance pay range at a rate of pay which is two point five per cent (2.5%) higher than his or her former rate of pay, rounded to the nearest multiple of one hundred dollars (\$100).

TERM EMPLOYEES – FULL-TIME AND PART-TIME

8. Entitlement for an increment after 52 weeks of cumulative service with the CCRA

- (a) An employee appointed to a term position within the CCRA shall receive an increment after having reached fifty-two (52) weeks of cumulative service with the CCRA, at the same occupational group and level.
- (b) For the purpose of defining when a determinate employee will be entitled to go to the next salary increment, “cumulative” means all service, whether continuous or discontinuous, with the CCRA at the same occupational group and level.

APPENDIX "A"

CR – CLERICAL AND REGULATORY GROUP

ANNUAL RATES OF PAY

(in dollars)

A – Effective November 1, 2003

B – Effective November 1, 2004

C – Effective November 1, 2005

D – Effective November 1, 2006

CR-1

From:	\$	26920	27480	28050	28616	29173	29741	30026
To:	A	27593	28167	28751	29331	29902	30485	30777
	B	28214	28801	29398	29991	30575	31171	31469
	C	28891	29492	30104	30711	31309	31919	32224
	D	29613	30229	30857	31479	32092	32717	33030

CR-2

From:	\$	29219	29893	30557	31226	31560
To:	A	29949	30640	31321	32007	32349
	B	30623	31329	32026	32727	33077
	C	31358	32081	32795	33512	33871
	D	32142	32883	33615	34350	34718

CR-3

From:	\$	33142	34011	34878	35749	36186
To:	A	33971	34861	35750	36643	37091
	B	34735	35645	36554	37467	37926
	C	35569	36500	37431	38366	38836
	D	36458	37413	38367	39325	39807

CR-4

From:	\$	36721	37694	38668	39635	40119
To:	A	37639	38636	39635	40626	41122
	B	38486	39505	40527	41540	42047
	C	39410	40453	41500	42537	43056
	D	40395	41464	42538	43600	44132

CR-5

From:	\$	40130	41234	42345	43449	44000
To:	A	41133	42265	43404	44535	45100
	B	42058	43216	44381	45537	46115
	C	43067	44253	45446	46630	47222
	D	44144	45359	46582	47796	48403

CR-6

From:	\$	45679	46879	48070	49273	49874
To:	A	46821	48051	49272	50505	51121
	B	47874	49132	50381	51641	52271
	C	49023	50311	51590	52880	53526
	D	50249	51569	52880	54202	54864

CR-7

From:	\$	50667	52070	53475	54889	55595
To:	A	51934	53372	54812	56261	56985
	B	53103	54573	56045	57527	58267
	C	54377	55883	57390	58908	59665
	D	55736	57280	58825	60381	61157

CLERICAL AND REGULATORY GROUP

PAY NOTES

WORK MEASUREMENT PLAN

1. Persons employed as casuals who are paid under the Work Measurement Plan will continue to be paid under the Plan in the event they become subject to this Agreement.

PAY INCREMENT FOR FULL AND PART-TIME EMPLOYEES

2. The pay increment date for an employee, appointed to a position in the bargaining unit on promotion, demotion or from outside the Public Service after March 4, 1976, shall be the first (1st) Monday following the pay increment period listed below as calculated from the date of the promotion, demotion or appointment from outside the Public Service. The pay increment periods listed below will continue to apply to employees appointed prior to March 4, 1976.

Pay Increment Periods

Level	
CR-1	26 weeks
CR-2 to CR-7 (inclusive)	52 weeks

3. An employee, on the relevant effective dates in Appendix "A", shall be paid in the "A", "B", "C" and "D" scales of rates shown immediately below the employee's former rate of pay.

TERM EMPLOYEES – FULL-TIME AND PART-TIME

4. Entitlement for an increment after 52 weeks of cumulative service with the CCRA

- (a) An employee appointed to a term position within the CCRA shall receive an increment after having reached fifty-two (52) weeks of cumulative service with the CCRA, at the same occupational group and level.
- (b) For the purpose of defining when a determinate employee will be entitled to go to the next salary increment, "cumulative" means all service, whether continuous or discontinuous, with the CCRA at the same occupational group and level.

APPENDIX "A"

DA – DATA PROCESSING GROUP

ANNUAL RATES OF PAY

(in dollars)

A – Effective November 1, 2003

B – Effective November 1, 2004

C – Effective November 1, 2005

D – Effective November 1, 2006

SUBGROUP: DATA CONVERSION

DA-CON-01

From:	\$	29938	30835	31761	32713
To:	A	30686	31606	32555	33531
	B	31376	32317	33287	34285
	C	32129	33093	34086	35108
	D	32932	33920	34938	35986

DA-CON-02

From:	\$	29938	30835	31761	32713
To:	A	30686	31606	32555	33531
	B	31376	32317	33287	34285
	C	32129	33093	34086	35108
	D	32932	33920	34938	35986

DA-CON-03

From:	\$	33004	33994	35014	36065
To:	A	33829	34844	35889	36967
	B	34590	35628	36697	37799
	C	35420	36483	37578	38706
	D	36306	37395	38517	39674

DA-CON-04

From:	\$	40789	42012	43272	44570
To:	A	41809	43062	44354	45684
	B	42750	44031	45352	46712
	C	43776	45088	46440	47833
	D	44870	46215	47601	49029

DA-CON-05

From:	\$	43347	44647	45987	47366
To:	A	44431	45763	47137	48550
	B	45431	46793	48198	49642
	C	46521	47916	49355	50833
	D	47684	49114	50589	52104

DA-CON-06

From:	\$	48665	50126	51629
To:	A	49882	51379	52920
	B	51004	52535	54111
	C	52228	53796	55410
	D	53534	55141	56795

DA-CON-07

From:	\$	55688	57359	59080
To:	A	57080	58793	60557
	B	58364	60116	61920
	C	59765	61559	63406
	D	61259	63098	64991

DA-CON-08

From:	\$	55688	57359	59080
To:	A	57080	58793	60557
	B	58364	60116	61920
	C	59765	61559	63406
	D	61259	63098	64991

APPENDIX "A"

DA – DATA PROCESSING GROUP

ANNUAL RATES OF PAY

(in dollars)

A – Effective November 1, 2003

B – Effective November 1, 2004

C – Effective November 1, 2005

D – Effective November 1, 2006

SUBGROUP: DATA PRODUCTION

DA-PRO-01

From:	\$	26946	27755	28587	29444	30328
To:	A	27620	28449	29302	30180	31086
	B	28241	29089	29961	30859	31785
	C	28919	29787	30680	31600	32548
	D	29642	30532	31447	32390	33362

DA-PRO-02

From:	\$	31899	32855	33840	34855
To:	A	32696	33676	34686	35726
	B	33432	34434	35466	36530
	C	34234	35260	36317	37407
	D	35090	36142	37225	38342

DA-PRO-03

From:	\$	34835	35879	36956	38065
To:	A	35706	36776	37880	39017
	B	36509	37603	38732	39895
	C	37385	38505	39662	40852
	D	38320	39468	40654	41873

DA-PRO-04

From:	\$	40789	42012	43272	44570
To:	A	41809	43062	44354	45684
	B	42750	44031	45352	46712
	C	43776	45088	46440	47833
	D	44870	46215	47601	49029

DA-PRO-05

From:	\$	43347	44647	45987	47366
To:	A	44431	45763	47137	48550
	B	45431	46793	48198	49642
	C	46521	47916	49355	50833
	D	47684	49114	50589	52104

DA-PRO-06

From:	\$	48665	50126	51629
To:	A	49882	51379	52920
	B	51004	52535	54111
	C	52228	53796	55410
	D	53534	55141	56795

DA-PRO-07

From:	\$	55688	57359	59080
To:	A	57080	58793	60557
	B	58364	60116	61920
	C	59765	61559	63406
	D	61259	63098	64991

DATA PROCESSING GROUP

PAY NOTES

WORK MEASUREMENT PLAN

1. Persons employed as casuals who are paid under the Work Measurement Plan will continue to be paid under the Plan in the event they become subject to this Agreement.

PAY INCREMENT FOR FULL AND PART-TIME EMPLOYEES

2. (a) The pay increment date for an employee, appointed to a position in the bargaining unit on promotion, demotion or from outside the Public Service after April 29, 1976, shall be the first (1st) Monday following the pay increment period listed below as calculated from the date of the promotion, demotion or appointment from outside the Public Service. The pay increment periods listed below will continue to apply to employees appointed prior to April 29, 1976.

(b) The increment period for all DA employees is fifty-two (52) weeks.
3. An employee shall, on the relevant effective dates in Appendix "A", be paid in the "A", "B", "C" and "D" scales of rates shown immediately below the employee's former rate of pay.

TERM EMPLOYEES – FULL-TIME AND PART-TIME

4. **Entitlement for an increment after 52 weeks of cumulative service with the CCRA**
 - (a) An employee appointed to a term position within the CCRA shall receive an increment after having reached fifty-two (52) weeks of cumulative service with the CCRA, at the same occupational group and level.
 - (b) For the purpose of defining when a determinate employee will be entitled to go to the next salary increment, "cumulative" means all service, whether continuous or discontinuous, with the CCRA at the same occupational group and level.

APPENDIX "A"

DD – DRAFTING AND ILLUSTRATION GROUP

ANNUAL RATES OF PAY

(in dollars)

A – Effective November 1, 2003

B – Effective November 1, 2004

C – Effective November 1, 2005

D – Effective November 1, 2006

DD-1

From:	\$	23908	24748	25582	26425	27256	28093	28928	30084
To:	A	24506	25367	26222	27086	27937	28795	29651	30836
	B	25057	25938	26812	27695	28566	29443	30318	31530
	C	25658	26561	27455	28360	29252	30150	31046	32287
	D	26299	27225	28141	29069	29983	30904	31822	33094

DD-2

From:	\$	29463	30555	31628	32722	33802	34885	35974	37415
To:	A	30200	31319	32419	33540	34647	35757	36873	38350
	B	30880	32024	33148	34295	35427	36562	37703	39213
	C	31621	32793	33944	35118	36277	37439	38608	40154
	D	32412	33613	34793	35996	37184	38375	39573	41158

DD-3

From:	\$	36252	37468	38691	39903	41501			
To:	A	37158	38405	39658	40901	42539			
	B	37994	39269	40550	41821	43496			
	C	38906	40211	41523	42825	44540			
	D	39879	41216	42561	43896	45654			

DD-4

From:	\$	37343	38665	39985	41304	42613	43926	45683	
To:	A	38277	39632	40985	42337	43678	45024	46825	
	B	39138	40524	41907	43290	44661	46037	47879	
	C	40077	41497	42913	44329	45733	47142	49028	
	D	41079	42534	43986	45437	46876	48321	50254	

DD-5

From:	\$	43694	45210	46724	48243	50171
To:	A	44786	46340	47892	49449	51425
	B	45794	47383	48970	50562	52582
	C	46893	48520	50145	51775	53844
	D	48065	49733	51399	53069	55190

DD-6

From:	\$	46890	48530	50158	51796	53867
To:	A	48062	49743	51412	53091	55214
	B	49143	50862	52569	54286	56456
	C	50322	52083	53831	55589	57811
	D	51580	53385	55177	56979	59256

DD-7

From:	\$	50930	52722	54515	56308	58561
To:	A	52203	54040	55878	57716	60025
	B	53378	55256	57135	59015	61376
	C	54659	56582	58506	60431	62849
	D	56025	57997	59969	61942	64420

DD-8

From:	\$	53596	55505	57407	59300	61671
To:	A	54936	56893	58842	60783	63213
	B	56172	58173	60166	62151	64635
	C	57520	59569	61610	63643	66186
	D	58958	61058	63150	65234	67841

DD-9

From:	\$	55973	57967	59965	61952	64433
To:	A	57372	59416	61464	63501	66044
	B	58663	60753	62847	64930	67530
	C	60071	62211	64355	66488	69151
	D	61573	63766	65964	68150	70880

DRAFTING AND ILLUSTRATION GROUP

PAY NOTES

PAY INCREMENT FOR FULL AND PART-TIME EMPLOYEES

The pay increment period for employees at levels DD-1 and DD-2 is twenty six (26) weeks and for employees at levels DD-3 to DD-9 is fifty two (52) weeks.

TERM EMPLOYEES – FULL-TIME AND PART-TIME

Entitlement for an increment after 52 weeks of cumulative service with the CCRA

- (a) An employee appointed to a term position within the CCRA shall receive an increment after having reached fifty-two (52) weeks of cumulative service with the CCRA, at the same occupational group and level.
- (b) For the purpose of defining when a determinate employee will be entitled to go to the next salary increment, “cumulative” means all service, whether continuous or discontinuous, with the CCRA at the same occupational group and level.

APPENDIX "A"

EG – ENGINEERING AND SCIENTIFIC SUPPORT GROUP

ANNUAL RATES OF PAY

(in dollars)

A – Effective November 1, 2003

B – Effective November 1, 2004

C – Effective November 1, 2005

D – Effective November 1, 2006

EG – TECHNOLOGICAL INSTITUTE RECRUITMENT

From:	\$	21452	to	32363
To:	A	21988	to	33172
	B	22483	to	33918
	C	23023	to	34732
	D	23599	to	35600

EG-1

From:	\$	34087	35450	36868	38341	39877	41472
To:	A	34939	36336	37790	39300	40874	42509
	B	35725	37154	38640	40184	41794	43465
	C	36582	38046	39567	41148	42797	44508
	D	37497	38997	40556	42177	43867	45621

EG-2

From:	\$	37496	38993	40556	42177	43864	45619
To:	A	38433	39968	41570	43231	44961	46759
	B	39298	40867	42505	44204	45973	47811
	C	40241	41848	43525	45265	47076	48958
	D	41247	42894	44613	46397	48253	50182

EG-3

From:	\$	41246	42894	44611	46394	48250	50180
To:	A	42277	43966	45726	47554	49456	51435
	B	43228	44955	46755	48624	50569	52592
	C	44265	46034	47877	49791	51783	53854
	D	45372	47185	49074	51036	53078	55200

EG-4

From:	\$	45370	47185	49074	51037	53076	55198
To:	A	46504	48365	50301	52313	54403	56578
	B	47550	49453	51433	53490	55627	57851
	C	48691	50640	52667	54774	56962	59239
	D	49908	51906	53984	56143	58386	60720

EG-5

From:	\$	49905	51901	53978	56137	58384	60720
To:	A	51153	53199	55327	57540	59844	62238
	B	52304	54396	56572	58835	61190	63638
	C	53559	55702	57930	60247	62659	65165
	D	54898	57095	59378	61753	64225	66794

EG-6

From:	\$	54899	57091	59376	61752	64221	66789
To:	A	56271	58518	60860	63296	65827	68459
	B	57537	59835	62229	64720	67308	69999
	C	58918	61271	63722	66273	68923	71679
	D	60391	62803	65315	67930	70646	73471

EG-7

From:	\$	60387	62803	65314	67928	70644	73470
To:	A	61897	64373	66947	69626	72410	75307
	B	63290	65821	68453	71193	74039	77001
	C	64809	67401	70096	72902	75816	78849
	D	66429	69086	71848	74725	77711	80820

EG-8

From:	\$	66427	69085	71844	74720	77709	80817
To:	A	68088	70812	73640	76588	79652	82837
	B	69620	72405	75297	78311	81444	84701
	C	71291	74143	77104	80190	83399	86734
	D	73073	75997	79032	82195	85484	88902

ENGINEERING AND SCIENTIFIC SUPPORT GROUP

PAY NOTES

PAY INCREMENT FOR FULL AND PART-TIME EMPLOYEES

1. The pay increment period for employees at levels EG-TIRL level is twenty-six (26) weeks and for employees at levels EG-1 to EG-8 is fifty-two (52) weeks.
2. The pay increment date for an employee, appointed to a position in the bargaining unit on promotion, demotion or from outside the Public Service after June 29, 1977, shall be the first Monday following the pay increment period listed above as calculated from the date of the promotion, demotion or appointment from outside the Public Service. The pay increment period for employees appointed prior to June 29, 1977, will continue to be one (1) year, and the pay increment date will continue to apply on a quarterly basis.

3. EG-TIRL LEVEL

- (a) Graduates of a Technological Institute will, on appointment, be assigned to the EG Recruiting Level and will be paid at the rate determined by the Employer for the year of appointment.
- (b) For employees in the Engineering and Scientific Support Group – Technological Institute Recruitment range, an increase at the end of an increment period shall be to a rate in the pay range which is one hundred and twenty dollars (\$120) higher than the employee's former rate, or if there is no such rate, to the maximum of the pay range.
- (c) An employee being paid in the EG Recruitment Level shall not have his or her rate of pay increased on the above effective dates.
- (d) An employee paid in the EG Recruitment Level on November 1, 2003, or November 1, 2004, or November 1, 2005, or November 1, 2006, during the year following his or her appointment to that level will be transferred to the EG level for which he or she qualified at the rate nearest to but not less than that at which he or she is being paid. The transfer shall take place prior to the application of any economic adjustment of the pay scales which may take effect on either November 1, 2003, or November 1, 2004, or November 1, 2005, or November 1, 2006, as applicable, the employee shall be granted the increment prior to the employee's transfer.

TERM EMPLOYEES – FULL-TIME AND PART-TIME

4. Entitlement for an increment after 52 weeks of cumulative service with the CCRA

- (a) An employee appointed to a term position within the CCRA shall receive an increment after having reached fifty-two (52) weeks of cumulative service with the CCRA, at the same occupational group and level.
- (b) For the purpose of defining when a determinate employee will be entitled to go to the next salary increment, “cumulative” means all service, whether continuous or discontinuous, with the CCRA at the same occupational group and level.

APPENDIX "A"

GL – GENERAL LABOUR AND TRADES (SUPERVISORY AND NON-SUPERVISORY) GROUPS

EIM – ELECTRICAL INSTALLING AND MAINTAINING SUB-GROUP

HOURLY RATES OF PAY (in dollars)

- A – Effective November 1, 2003
- B – Effective November 1, 2004
- C – Effective November 1, 2005
- D – Effective November 1, 2006

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ZONE	LEVEL	1	2	3	4	5	6	7	8	9	10
1	From:	17.23	17.81	18.43	19.09	19.70	20.45	21.17	22.04	22.92	23.77
	To: A	17.66	18.26	18.89	19.57	20.19	20.96	21.70	22.59	23.49	24.36
	B	18.06	18.67	19.32	20.01	20.64	21.43	22.19	23.10	24.02	24.91
	C	18.49	19.12	19.78	20.49	21.14	21.94	22.72	23.65	24.60	25.51
	D	18.95	19.60	20.27	21.00	21.67	22.49	23.29	24.24	25.22	26.15
2	From:	16.70	17.27	17.82	18.47	19.13	19.79	20.45	21.31	22.12	22.97
	To: A	17.12	17.70	18.27	18.93	19.61	20.28	20.96	21.84	22.67	23.54
	B	17.51	18.10	18.68	19.36	20.05	20.74	21.43	22.33	23.18	24.07
	C	17.93	18.53	19.13	19.82	20.53	21.24	21.94	22.87	23.74	24.65
	D	18.38	18.99	19.61	20.32	21.04	21.77	22.49	23.44	24.33	25.27

Zone 1 – British Columbia, Yukon, Nunavut and Northwest Territories

Zone 2 – Atlantic, Quebec, Ontario, Manitoba, Saskatchewan and Alberta

APPENDIX "A"

GL – GENERAL LABOUR AND TRADES (SUPERVISORY AND NON-SUPERVISORY) GROUPS

EIM – ELECTRICAL INSTALLING AND MAINTAINING SUB-GROUP (ELECTRICIAN)

HOURLY RATES OF PAY (in dollars)

A – Effective November 1, 2003

B – Effective November 1, 2004

C – Effective November 1, 2005

D – Effective November 1, 2006

ZONE	LEVEL	10	11	12	13	14
1	From:	24.41	25.29	26.20	27.11	28.00
	To: A	25.02	25.92	26.86	27.79	28.70
	B	25.58	26.50	27.46	28.42	29.35
	C	26.19	27.14	28.12	29.10	30.05
	D	26.84	27.82	28.82	29.83	30.80
2	From:	23.60	24.43	25.31	26.20	27.08
	To: A	24.19	25.04	25.94	26.86	27.76
	B	24.73	25.60	26.52	27.46	28.38
	C	25.32	26.21	27.16	28.12	29.06
	D	25.95	26.87	27.84	28.82	29.79

Zone 1 – British Columbia, Yukon, Nunavut and Northwest Territories

Zone 2 – Atlantic, Quebec, Ontario, Manitoba, Saskatchewan and Alberta

APPENDIX "A"

**GL – GENERAL LABOUR AND TRADES
(SUPERVISORY AND NON-SUPERVISORY) GROUPS**

ELE – ELEMENTAL SUB-GROUP

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

- A – Effective November 1, 2003**
- B – Effective November 1, 2004**
- C – Effective November 1, 2005**
- D – Effective November 1, 2006**

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ZONE	LEVEL	1	2	3	4	5	6	7	8	9	10	11	12	13	14
1	From:	15.61	16.23	16.77	17.27	17.92	18.52	19.15	19.90	20.61	21.43	22.21	22.97	23.77	24.53
	To: A	16.00	16.64	17.19	17.70	18.37	18.98	19.63	20.40	21.13	21.97	22.77	23.54	24.36	25.14
	B	16.36	17.01	17.58	18.10	18.78	19.41	20.07	20.86	21.61	22.46	23.28	24.07	24.91	25.71
	C	16.75	17.42	18.00	18.53	19.23	19.88	20.55	21.36	22.13	23.00	23.84	24.65	25.51	26.33
	D	17.17	17.86	18.45	18.99	19.71	20.38	21.06	21.89	22.68	23.58	24.44	25.27	26.15	26.99
2	From:	14.91	15.43	15.96	16.47	17.08	17.65	18.18	18.92	19.64	20.32	21.05	21.80	22.52	23.26
	To: A	15.28	15.82	16.36	16.88	17.51	18.09	18.63	19.39	20.13	20.83	21.58	22.35	23.08	23.84
	B	15.62	16.18	16.73	17.26	17.90	18.50	19.05	19.83	20.58	21.30	22.07	22.85	23.60	24.38
	C	15.99	16.57	17.13	17.67	18.33	18.94	19.51	20.31	21.07	21.81	22.60	23.40	24.17	24.97
	D	16.39	16.98	17.56	18.11	18.79	19.41	20.00	20.82	21.60	22.36	23.17	23.99	24.77	25.59

Zone 1 – British Columbia, Yukon, Nunavut and Northwest Territories

Zone 2 – Atlantic, Quebec, Ontario, Manitoba, Saskatchewan and Alberta

APPENDIX "A"

**GL – GENERAL LABOUR AND TRADES
(SUPERVISORY AND NON-SUPERVISORY) GROUPS**

MAM – MACHINERY MAINTAINING SUB-GROUP

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

- A – Effective November 1, 2003**
- B – Effective November 1, 2004**
- C – Effective November 1, 2005**
- D – Effective November 1, 2006**

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ZONE LEVEL		1	2	3	4	5	6	7	8	9	10	11	12	13	14
1	From:	16.80	17.43	18.03	18.62	19.29	19.98	20.64	21.49	22.36	23.23	24.06	24.92	25.76	26.59
	To: A	17.22	17.87	18.48	19.09	19.77	20.48	21.16	22.03	22.92	23.81	24.66	25.54	26.40	27.25
	B	17.61	18.27	18.90	19.52	20.21	20.94	21.64	22.53	23.44	24.35	25.21	26.11	26.99	27.86
	C	18.03	18.71	19.35	19.99	20.70	21.44	22.16	23.07	24.00	24.93	25.82	26.74	27.64	28.53
	D	18.48	19.18	19.83	20.49	21.22	21.98	22.71	23.65	24.60	25.55	26.47	27.41	28.33	29.24
2	From:	15.57	16.07	16.69	17.18	17.77	18.42	18.99	19.79	20.54	21.31	22.07	22.83	23.62	24.41
	To: A	15.96	16.47	17.11	17.61	18.21	18.88	19.46	20.28	21.05	21.84	22.62	23.40	24.21	25.02
	B	16.32	16.84	17.49	18.01	18.62	19.30	19.90	20.74	21.52	22.33	23.13	23.93	24.75	25.58
	C	16.71	17.24	17.91	18.44	19.07	19.76	20.38	21.24	22.04	22.87	23.69	24.50	25.34	26.19
	D	17.13	17.67	18.36	18.90	19.55	20.25	20.89	21.77	22.59	23.44	24.28	25.11	25.97	26.84

Zone 1 – British Columbia, Yukon, Nunavut and Northwest Territories

Zone 2 – Atlantic, Quebec, Ontario, Manitoba, Saskatchewan and Alberta

APPENDIX "A"

GL – GENERAL LABOUR AND TRADES (SUPERVISORY AND NON-SUPERVISORY) GROUPS

MAN – MANIPULATING SUB-GROUP

HOURLY RATES OF PAY (in dollars)

- A – Effective November 1, 2003**
- B – Effective November 1, 2004**
- C – Effective November 1, 2005**
- D – Effective November 1, 2006**

100

ZONE LEVEL		1	2	3	4	5	6	7	8	9	10	11	12	13	14
1	From:	17.08	17.66	18.25	18.89	19.54	20.20	20.89	21.80	22.62	23.54	24.40	25.25	26.15	26.97
	To: A	17.51	18.10	18.71	19.36	20.03	20.71	21.41	22.35	23.19	24.13	25.01	25.88	26.80	27.64
	B	17.90	18.51	19.13	19.80	20.48	21.18	21.89	22.85	23.71	24.67	25.57	26.46	27.40	28.26
	C	18.33	18.95	19.59	20.28	20.97	21.69	22.42	23.40	24.28	25.26	26.18	27.10	28.06	28.94
	D	18.79	19.42	20.08	20.79	21.49	22.23	22.98	23.99	24.89	25.89	26.83	27.78	28.76	29.66
2	From:	15.80	16.33	16.84	17.41	18.03	18.64	19.25	20.02	20.80	21.61	22.38	23.15	23.94	24.72
	To: A	16.20	16.74	17.26	17.85	18.48	19.11	19.73	20.52	21.32	22.15	22.94	23.73	24.54	25.34
	B	16.56	17.12	17.65	18.25	18.90	19.54	20.17	20.98	21.80	22.65	23.46	24.26	25.09	25.91
	C	16.96	17.53	18.07	18.69	19.35	20.01	20.65	21.48	22.32	23.19	24.02	24.84	25.69	26.53
	D	17.38	17.97	18.52	19.16	19.83	20.51	21.17	22.02	22.88	23.77	24.62	25.46	26.33	27.19

Zone 1 – British Columbia, Yukon, Nunavut and Northwest Territories

Zone 2 – Atlantic, Quebec, Ontario, Manitoba, Saskatchewan and Alberta

APPENDIX “A”

**GL – GENERAL LABOUR AND TRADES
(SUPERVISORY AND NON-SUPERVISORY) GROUPS**

MDO – MACHINE DRIVING-OPERATING SUB-GROUP

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

- A – Effective November 1, 2003**
- B – Effective November 1, 2004**
- C – Effective November 1, 2005**
- D – Effective November 1, 2006**

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ZONE LEVEL		1	2	3	4	5	6	7	8	9	10	11	12	13	14
1	From:	15.89	16.44	16.98	17.55	18.53	19.18	19.83	20.61	21.41	22.23	23.02	23.87	24.70	25.46
	To: A	16.29	16.85	17.40	17.99	18.99	19.66	20.33	21.13	21.95	22.79	23.60	24.47	25.32	26.10
	B	16.66	17.23	17.79	18.39	19.42	20.10	20.79	21.61	22.44	23.30	24.13	25.02	25.89	26.69
	C	17.06	17.64	18.22	18.83	19.89	20.58	21.29	22.13	22.98	23.86	24.71	25.62	26.51	27.33
	D	17.49	18.08	18.68	19.30	20.39	21.09	21.82	22.68	23.55	24.46	25.33	26.26	27.17	28.01
2	From:	14.70	15.21	15.67	16.23	17.15	17.69	18.27	18.97	19.68	20.39	21.16	21.85	22.59	23.31
	To: A	15.07	15.59	16.06	16.64	17.58	18.13	18.73	19.44	20.17	20.90	21.69	22.40	23.15	23.89
	B	15.41	15.94	16.42	17.01	17.98	18.54	19.15	19.88	20.62	21.37	22.18	22.90	23.67	24.43
	C	15.78	16.32	16.81	17.42	18.41	18.98	19.61	20.36	21.11	21.88	22.71	23.45	24.24	25.02
	D	16.17	16.73	17.23	17.86	18.87	19.45	20.10	20.87	21.64	22.43	23.28	24.04	24.85	25.65

Zone 1 – British Columbia, Yukon, Nunavut and Northwest Territories

Zone 2 – Atlantic, Quebec, Ontario, Manitoba, Saskatchewan and Alberta

ANNEX “B”

SUPERVISORY DIFFERENTIAL GL – GENERAL LABOUR & TRADES

Supervisory Level	Supervisory Co-ordinates	Supervisory Differential as a Percentage of Basic Rate
1	A1	4.0
2	B2	6.5
3	B3, C2	11.0
4	B4, C3, D2	15.0
5	B5, C4, D3, E2	19.0
6	B6, C5, D4, E3	22.5
7	B7, C6, D5, E4	26.0
8	C7, D6, E5	29.5
9	D7, E6	33.0
10	E7	36.5

The Supervisory Differential is to be used in the following manner:

- (1) determine the non-supervisory rate of pay according to zone and level;
- (2) determine the Supervisory Differential by multiplying the applicable Supervisory Differential Percentage by the non-supervisory rate of pay;
- (3) determine the supervisory rate of pay by adding the non-supervisory rate of pay with the Supervisory Differential.

For example, an employee on November 1, 2003 in the MAM sub-group in Zone 2, at level 8 and a Supervisory Coordinate B2, would receive a basic rate of pay of \$20.28 as per Annex “A”. The Supervisory Differential of \$1.32 is arrived by multiplying the Supervisory Differential Percentage of 6.5% (B2) by the basic rate of pay (non-supervisory). Therefore in this case the applicable supervisory rate of pay would be \$21.60.

APPENDIX "A"

GS – GENERAL SERVICES GROUPS (SUPERVISORY AND NON-SUPERVISORY) GROUPS

HOURLY RATES OF PAY (in dollars)

- A – Effective November 1, 2003**
- B – Effective November 1, 2004**
- C – Effective November 1, 2005**
- D – Effective November 1, 2006**

ZONE LEVEL		1	2	3	4	5	6	7	8	9	10	11	12	13
II	1 From:	13.00	15.61	18.30	19.20	21.42	22.11	23.15	24.25	26.52	27.97	29.06	30.23	31.45
	To: A	13.33	16.00	18.76	19.68	21.96	22.66	23.73	24.86	27.18	28.67	29.79	30.99	32.24
	B	13.63	16.36	19.18	20.12	22.45	23.17	24.26	25.42	27.79	29.32	30.46	31.69	32.97
	C	13.96	16.75	19.64	20.60	22.99	23.73	24.84	26.03	28.46	30.02	31.19	32.45	33.76
	D	14.31	17.17	20.13	21.12	23.56	24.32	25.46	26.68	29.17	30.77	31.97	33.26	34.60
	2 From:	11.91	14.29	16.71	17.57	20.15	20.71	21.74	22.70	24.25	25.63	26.62	27.70	28.80
	To: A	12.21	14.65	17.13	18.01	20.65	21.23	22.28	23.27	24.86	26.27	27.29	28.39	29.52
	B	12.48	14.98	17.52	18.42	21.11	21.71	22.78	23.79	25.42	26.86	27.90	29.03	30.18
	C	12.78	15.34	17.94	18.86	21.62	22.23	23.33	24.36	26.03	27.50	28.57	29.73	30.90
	D	13.10	15.72	18.39	19.33	22.16	22.79	23.91	24.97	26.68	28.19	29.28	30.47	31.67

Zone 1 – British Columbia, Yukon, Nunavut and Northwest Territories

Zone 2 – Atlantic, Quebec, Ontario, Manitoba, Saskatchewan and Alberta

ANNEX “B”

SUPERVISORY DIFFERENTIAL GS – GENERAL SERVICES

Supervisory Level	Supervisory Co-ordinates	Supervisory Differential as a Percentage of Basic Rate
1	A1	4.0
2	B2	6.0
3	B3, C2	8.5
4	B4, C3, D2	11.5
5	B5, C4, D3	14.5
6	B6, C5, D4	17.5
7	C6, D5	20.5
8	D6	23.5

The Supervisory Differential is to be used in the following manner:

- (1) determine the non-supervisory rate of pay according to zone and level;
- (2) determine the Supervisory Differential by multiplying the applicable Supervisory Differential Percentage by the non-supervisory rate of pay;
- (3) determine the supervisory rate of pay by adding the non-supervisory rate of pay with the Supervisory Differential.

For example, an employee on November 1, 2003 in Zone 2, at level 5 and a Supervisory Coordinate B6, would receive a basic rate of pay of \$20.65 as per Annex “A”. The Supervisory Differential of \$3.61 is arrived by multiplying the Supervisory Differential Percentage of 17.5% (B6) by the basic rate of pay (non-supervisory). Therefore in this case the applicable supervisory rate of pay would be \$24.26.

APPENDIX "A"

GT – GENERAL TECHNICAL GROUP

ANNUAL RATES OF PAY

(in dollars)

A – Effective November 1, 2003

B – Effective November 1, 2004

C – Effective November 1, 2005

D – Effective November 1, 2006

GT – TECHNOLOGICAL INSTITUTE RECRUITMENT

From:	\$	19304	to	31190
To:	A	19787	to	31970
	B	20232	to	32689
	C	20718	to	33474
	D	21236	to	34311

GT-1

From:	\$	33302	34219	35136	36048	37488
To:	A	34135	35074	36014	36949	38425
	B	34903	35863	36824	37780	39290
	C	35741	36724	37708	38687	40233
	D	36635	37642	38651	39654	41239

GT-2

From:	\$	38192	39297	40406	41511	43171
To:	A	39147	40279	41416	42549	44250
	B	40028	41185	42348	43506	45246
	C	40989	42173	43364	44550	46332
	D	42014	43227	44448	45664	47490

GT-3

From:	\$	42711	43992	45282	46565	48428
To:	A	43779	45092	46414	47729	49639
	B	44764	46107	47458	48803	50756
	C	45838	47214	48597	49974	51974
	D	46984	48394	49812	51223	53273

GT-4

From:	\$	48122	49613	51112	52608	54713
To:	A	49325	50853	52390	53923	56081
	B	50435	51997	53569	55136	57343
	C	51645	53245	54855	56459	58719
	D	52936	54576	56226	57870	60187

GT-5

From:	\$	54012	55668	57330	59051	61414
To:	A	55362	57060	58763	60527	62949
	B	56608	58344	60085	61889	64365
	C	57967	59744	61527	63374	65910
	D	59416	61238	63065	64958	67558

GT-6

From:	\$	59773	61723	63687	65647	68272
To:	A	61267	63266	65279	67288	69979
	B	62646	64689	66748	68802	71554
	C	64150	66242	68350	70453	73271
	D	65754	67898	70059	72214	75103

GT-7

From:	\$	68499	70803	73108	75298	78308
To:	A	70211	72573	74936	77180	80266
	B	71791	74206	76622	78917	82072
	C	73514	75987	78461	80811	84042
	D	75352	77887	80423	82831	86143

GT-8

From:	\$	77705	80165	82616	85067	88471
To:	A	79648	82169	84681	87194	90683
	B	81440	84018	86586	89156	92723
	C	83395	86034	88664	91296	94948
	D	85480	88185	90881	93578	97322

GENERAL TECHNICAL GROUP

PAY NOTES

PAY INCREMENT FOR FULL AND PART-TIME EMPLOYEES

1. The pay increment period for employees at levels GT-TIRL level is twenty six (26) weeks and for employees at levels GT-1 to GT-8 is fifty two (52) weeks.
2. The pay increment date for an employee, appointed on or after May 22, 1981, to a position in the bargaining unit on promotion, demotion or from outside the Public Service, shall be the anniversary date of such appointment. The anniversary date for an employee who was appointed to a position in the bargaining unit prior to May 22, 1981 shall be the date on which the employee received his or her last pay increment.
3. **Level GT-TIRL**
 - (a) Graduates of a Technological Institute will, on appointment, be assigned to the Recruiting Level and will be paid at the rate determined by the Employer for the year of appointment.
 - (b) For employees in the General Technical Group – Technological Institute Recruitment range, an increase at the end of an increment period shall be to a rate in the pay range which is one hundred and twenty dollars (\$120) higher than the employee's former rate, or if there is no such rate, to the maximum of the pay range.
 - (c) Employees paid in the Recruiting Level on November 1, 2003, or November 1, 2004, or November 1, 2005, or November 1, 2006, during the year following their appointment to that level, will be transferred to the level for which they are qualified at the rate nearest to but not less than that at which they are being paid. The transfer shall take place prior to the application of any economic adjustment of the pay scales which may take effect on either November 1, 2003, or November 1, 2004, or November 1, 2005, or November 1, 2006, the employee shall be granted the increment prior to the employee's transfer.
4. If an employee dies, the salary due to the employee on the last working day preceding the employee's death shall continue to accrue to the end of the month in which the employee dies. Salary so accrued which has not been paid to the employee as at the date of the employee's death shall be paid to the employee's estate.
5. 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.

TERM EMPLOYEES – FULL-TIME AND PART-TIME

- 6. Entitlement for an increment after 52 weeks of cumulative service with the CCRA**
- (a) An employee appointed to a term position within the CCRA shall receive an increment after having reached fifty-two (52) weeks of cumulative service with the CCRA, at the same occupational group and level.
 - (b) For the purpose of defining when a determinate employee will be entitled to go to the next salary increment, “cumulative” means all service, whether continuous or discontinuous, with the CCRA at the same occupational group and level.

APPENDIX "A"

IS – INFORMATION SERVICES GROUP

ANNUAL RATES OF PAY

(in dollars)

A – Effective November 1, 2003

B – Effective November 1, 2004

C – Effective November 1, 2005

D – Effective November 1, 2006

IS-1

From:	\$	39557	40822	42125	43472	44862
To:	A	40546	41843	43178	44559	45984
	B	41458	42784	44150	45562	47019
	C	42453	43811	45210	46655	48147
	D	43514	44906	46340	47821	49351

IS-2

From:	\$	43928	45421	46963	48558
To:	A	45026	46557	48137	49772
	B	46039	47605	49220	50892
	C	47144	48748	50401	52113
	D	48323	49967	51661	53416

IS-3

From:	\$	51772	53841	55993
To:	A	53066	55187	57393
	B	54260	56429	58684
	C	55562	57783	60092
	D	56951	59228	61594

IS-4

From:	\$	61799	64270	66810
To:	A	63344	65877	68480
	B	64769	67359	70021
	C	66323	68976	71702
	D	67981	70700	73495

IS-5

From:	\$	68832	71447	74160
To:	A	70553	73233	76014
	B	72140	74881	77724
	C	73871	76678	79589
	D	75718	78595	81579

IS-6

From:	\$	72452	75704	79101	82633
To:	A	74263	77597	81079	84699
	B	75934	79343	82903	86605
	C	77756	81247	84893	88684
	D	79700	83278	87015	90901

INFORMATION SERVICES GROUP

PAY NOTES

PAY INCREMENT FOR FULL AND PART-TIME EMPLOYEES

1. The pay increment period for employees at levels IS-1 to IS-6 is fifty-two (52) weeks. A pay increment shall be to the next rate in the scale of rates.
2. The pay increment date for employees appointed to a position in the bargaining unit on promotion, demotion or from outside the Public Service after September 9, 1976, shall be the first (1st) Monday following the pay increment period as calculated from the date of the promotion, demotion or appointment from outside the Public Service. The pay increment periods listed in Pay Note 1 above will continue to apply to employees appointed prior to September 9, 1976. The pay increment date for employees appointed to the IS-6 level shall be the first (1st) Monday following the pay increment period as calculated from the date of the promotion, demotion, appointment from outside the Public Service, or from the last increment date.

PAY ADJUSTMENT

3. An employee being paid in the IS levels 1 to 5 scale of rates shall, on the relevant effective dates in Appendix "A", be paid in the "A", "B", "C" and "D" scales of rates shown immediately below the employee's former rate of pay.

TERM EMPLOYEES – FULL-TIME AND PART-TIME

4. **Entitlement for an increment after 52 weeks of cumulative service with the CCRA**
 - (a) An employee appointed to a term position within the CCRA shall receive an increment after having reached fifty-two (52) weeks of cumulative service with the CCRA, at the same occupational group and level.
 - (b) For the purpose of defining when a determinate employee will be entitled to go to the next salary increment, "cumulative" means all service, whether continuous or discontinuous, with the CCRA at the same occupational group and level.

APPENDIX "A"

MG-SPS – MANAGEMENT GROUP

ANNUAL RATES OF PAY

(in dollars)

X – Harmonization: Effective November 1, 2003

A – Effective November 1, 2003

B – Effective November 1, 2004

C – Effective November 1, 2005

D – Effective November 1, 2006

MG-SPS-1

From: \$	41196	42530	43908	45331	46798	48314	49880	51495	
To: X	41638	42987	44379	45817	47301	48833	50415	52048	53681
A	42679	44062	45488	46962	48484	50054	51675	53349	55023
B	43639	45053	46511	48019	49575	51180	52838	54549	56261
C	44686	46134	47627	49171	50765	52408	54106	55858	57611
D	45803	47287	48818	50400	52034	53718	55459	57254	59051

MG-SPS-2

From: \$	45051	46510	48016	49572	51177	52836	54546	56314	
To: X	45534	47010	48531	50104	51726	53403	55132	56918	58704
A	46672	48185	49744	51357	53019	54738	56510	58341	60172
B	47722	49269	50863	52513	54212	55970	57781	59654	61526
C	48867	50451	52084	53773	55513	57313	59168	61086	63003
D	50089	51712	53386	55117	56901	58746	60647	62613	64578

MG-SPS-3

From: \$	48454	50023	51644	53316	55044	56826	58667	60567	
To: X	48974	50560	52198	53889	55634	57436	59296	61217	63138
A	50198	51824	53503	55236	57025	58872	60778	62747	64716
B	51327	52990	54707	56479	58308	60197	62146	64159	66172
C	52559	54262	56020	57834	59707	61642	63638	65699	67760
D	53873	55619	57421	59280	61200	63183	65229	67341	69454

MG-SPS-4

From: \$	51501	53468	55511	57631	59831	62117	64489	66952	
To: X	52054	54042	56107	58249	60473	62784	65181	67670	70159
A	53355	55393	57510	59705	61985	64354	66811	69362	71913
B	54555	56639	58804	61048	63380	65802	68314	70923	73531
C	55864	57998	60215	62513	64901	67381	69954	72625	75296
D	57261	59448	61720	64076	66524	69066	71703	74441	77178

MG-SPS-5

From:	\$	61782	64141	66591	69134	71775	74515	77361	80316	
To:	X	62445	64830	67306	69876	72545	75315	78191	81178	84165
	A	64006	66451	68989	71623	74359	77198	80146	83207	86269
	B	65446	67946	70541	73235	76032	78935	81949	85079	88210
	C	67017	69577	72234	74993	77857	80829	83916	87121	90327
	D	68692	71316	74040	76868	79803	82850	86014	89299	92585

MG-SPS-6

From:	\$	67891	70484	73176	75971	78873	81884	85011	88259	
To:	X	68619	71241	73961	76786	79719	82763	85924	89206	92488
	A	70334	73022	75810	78706	81712	84832	88072	91436	94800
	B	71917	74665	77516	80477	83551	86741	90054	93493	96933
	C	73643	76457	79376	82408	85556	88823	92215	95737	99259
	D	75484	78368	81360	84468	87695	91044	94520	98130	101740

MANAGEMENT GROUP

PAY NOTES

PAY INCREMENT FOR FULL AND PART-TIME EMPLOYEES

1. The pay increment period for employees at levels MG-SPS-1 to MG-SPS-6 is fifty-two (52) weeks. A pay increment shall be to the next rate in the scale of rates.
2. The pay increment date for an employee appointed to a position in the bargaining unit on promotion, demotion or from outside the Public Service one month after date of signing or March 31, 2002, whichever occurs first shall be the first (1st) Monday following the pay increment period as calculated from the date of the promotion, demotion or appointment from outside the Public Service.

PAY ADJUSTMENT

3. Effective November 1, 2003 employees will move to the rate of pay on the "X" range shown immediately below the employee's former rate of pay or at the closest rate, but not lower than the employee's former rate of pay.
4. Employees who have been at the maximum rate of pay for their level for twelve (12) months or more on November 1, 2003 will move to the new maximum rate of pay effective November 1, 2003.

TERM EMPLOYEES – FULL-TIME AND PART-TIME

5. **Entitlement for an increment after 52 weeks of cumulative service with the CCRA**
 - (a) An employee appointed to a term position within the CCRA shall receive an increment after having reached fifty-two (52) weeks of cumulative service with the CCRA, at the same occupational group and level.
 - (b) For the purpose of defining when a determinate employee will be entitled to go to the next salary increment, "cumulative" means all service, whether continuous or discontinuous, with the CCRA at the same occupational group and level.

APPENDIX "A"

OE – OFFICE EQUIPMENT GROUP

ANNUAL RATES OF PAY

(in dollars)

A – Effective November 1, 2003

B – Effective November 1, 2004

C – Effective November 1, 2005

D – Effective November 1, 2006

SUBGROUP: DUPLICATING EQUIPMENT OPERATOR

OE-DEO-1

From:	\$	26946	27755	28587	29444	30328
To:	A	27620	28449	29302	30180	31086
	B	28241	29089	29961	30859	31785
	C	28919	29787	30680	31600	32548
	D	29642	30532	31447	32390	33362

OE-DEO-2

From:	\$	26946	27755	28587	29444	30328
To:	A	27620	28449	29302	30180	31086
	B	28241	29089	29961	30859	31785
	C	28919	29787	30680	31600	32548
	D	29642	30532	31447	32390	33362

OE-DEO-3

From:	\$	28440	29292	30172	31077	
To:	A	29151	30024	30926	31854	
	B	29807	30700	31622	32571	
	C	30522	31437	32381	33353	
	D	31285	32223	33191	34187	

APPENDIX "A"

OE – OFFICE EQUIPMENT GROUP

ANNUAL RATES OF PAY

(in dollars)

A – Effective November 1, 2003

B – Effective November 1, 2004

C – Effective November 1, 2005

D – Effective November 1, 2006

SUBGROUP: MICROPHOTOGRAPHY EQUIPMENT OPERATOR

OE-MEO-1

From:	\$	26946	27755	28587	29444	30328
To:	A	27620	28449	29302	30180	31086
	B	28241	29089	29961	30859	31785
	C	28919	29787	30680	31600	32548
	D	29642	30532	31447	32390	33362

OE-MEO-2

From:	\$	26946	27755	28587	29444	30328
To:	A	27620	28449	29302	30180	31086
	B	28241	29089	29961	30859	31785
	C	28919	29787	30680	31600	32548
	D	29642	30532	31447	32390	33362

OE-MEO-3

From:	\$	28440	29292	30172	31077
To:	A	29151	30024	30926	31854
	B	29807	30700	31622	32571
	C	30522	31437	32381	33353
	D	31285	32223	33191	34187

OE-MEO-4

From:	\$	31899	32855	33840	34855
To:	A	32696	33676	34686	35726
	B	33432	34434	35466	36530
	C	34234	35260	36317	37407
	D	35090	36142	37225	38342

OE-MEO-5

From:	\$	36335	37426	38548	39705
To:	A	37243	38362	39512	40698
	B	38081	39225	40401	41614
	C	38995	40166	41371	42613
	D	39970	41170	42405	43678

APPENDIX "A"

OE – OFFICE EQUIPMENT GROUP

ANNUAL RATES OF PAY

(in dollars)

A – Effective November 1, 2003

B – Effective November 1, 2004

C – Effective November 1, 2005

D – Effective November 1, 2006

SUBGROUP: MAILING SERVICE EQUIPMENT OPERATOR

OE-MSE-1

From:	\$	26946	27755	28587	29444	30328
To:	A	27620	28449	29302	30180	31086
	B	28241	29089	29961	30859	31785
	C	28919	29787	30680	31600	32548
	D	29642	30532	31447	32390	33362

OE-MSE-2

From:	\$	26946	27755	28587	29444	30328
To:	A	27620	28449	29302	30180	31086
	B	28241	29089	29961	30859	31785
	C	28919	29787	30680	31600	32548
	D	29642	30532	31447	32390	33362

OFFICE EQUIPMENT GROUP

PAY NOTES

PAY INCREMENT FOR FULL AND PART-TIME EMPLOYEES

1. (a) The pay increment date for an employee, appointed to a position in the bargaining unit on promotion, demotion or from outside the Public Service after September 2, 1976, shall be the first (1st) Monday following the pay increment period listed below as calculated from the date of the promotion, demotion or appointment from outside the Public Service. The pay increment periods listed below will continue to apply to employees appointed prior to September 2, 1976. Progression beyond the third (3rd) step in the salary range of the OE-1 level is contingent on meeting specific standards of proficiency and performance.
- (b) The increment period for all OE employees is fifty-two (52) weeks.
2. An employee shall, on the relevant effective dates in Appendix “A”, be paid in the “A”, “B”, “C” and “D” scales of rates shown immediately below the employee’s former rate of pay.

TERM EMPLOYEES – FULL-TIME AND PART-TIME

3. **Entitlement for an increment after 52 weeks of cumulative service with the CCRA**
 - (a) An employee appointed to a term position within the CCRA shall receive an increment after having reached fifty-two (52) weeks of cumulative service with the CCRA, at the same occupational group and level.
 - (b) For the purpose of defining when a determinate employee will be entitled to go to the next salary increment, “cumulative” means all service, whether continuous or discontinuous, with the CCRA at the same occupational group and level.

APPENDIX "A"

OM – ORGANIZATION AND METHODS GROUP

ANNUAL RATES OF PAY

(in dollars)

A – Effective November 1, 2003

B – Effective November 1, 2004

C – Effective November 1, 2005

D – Effective November 1, 2006

OM-DEVELOPMENT

From:	\$	25175	to	37736
To:	A	25804	to	38679
	B	26385	to	39549
	C	27018	to	40498
	D	27693	to	41510

OM-1

From:	\$	39557	40822	42125	43472	44862
To:	A	40546	41843	43178	44559	45984
	B	41458	42784	44150	45562	47019
	C	42453	43811	45210	46655	48147
	D	43514	44906	46340	47821	49351

OM-2

From:	\$	43928	45421	46963	48558
To:	A	45026	46557	48137	49772
	B	46039	47605	49220	50892
	C	47144	48748	50401	52113
	D	48323	49967	51661	53416

OM-3

From:	\$	51772	53841	55993
To:	A	53066	55187	57393
	B	54260	56429	58684
	C	55562	57783	60092
	D	56951	59228	61594

OM-4

From:	\$	61799	64270	66810
To:	A	63344	65877	68480
	B	64769	67359	70021
	C	66323	68976	71702
	D	67981	70700	73495

OM-5

From:	\$	68832	71447	74160
To:	A	70553	73233	76014
	B	72140	74881	77724
	C	73871	76678	79589
	D	75718	78595	81579

ORGANIZATION AND METHODS GROUP

PAY NOTES

PAY INCREMENT FOR FULL AND PART-TIME EMPLOYEES

1. The pay increment period for employees at level OM-DEV is twenty-six (26) weeks and for employees at levels OM-1 to OM-5 is fifty-two (52) weeks. A pay increment shall be to the next rate in the scale of rates.
2. The pay increment date for an employee appointed to a position in the bargaining unit on promotion, demotion or from outside the Public Service after December 12, 2001, shall be the first (1st) Monday following the pay increment period as calculated from the date of the promotion, demotion or appointment from outside the Public Service.

3. **Level OM-DEV**

For employees in the Organization and Methods Development range, an increase at the end of an increment period shall be to a rate in the pay range which is two hundred and forty dollars (\$240) higher than the rate at which the employee is being paid or, if there is no such rate, to the maximum of the pay range.

PAY ADJUSTMENT

4. **Level OM-DEV**

An employee being paid in the Organization and Methods Development range shall be paid:

- (a) Effective November 1, 2003, in the "A" range shown in Appendix "A" at a rate which is two point five per cent (2.5%) higher than his or her former rate of pay, or if there is no such rate, to the maximum of the range.
- (b) Effective November 1, 2004, in the "B" range shown in Appendix "A" at a rate which is two point two five per cent (2.25%) higher than his or her former rate of pay, or if there is no such rate, to the maximum of the range.
- (c) Effective November 1, 2005, in the "C" range shown in Appendix "A" at a rate which is two point four per cent (2.4%) higher than his or her former rate of pay, or if there is no such rate, to the maximum of the range.
- (d) Effective November 1, 2006, in the "D" range shown in Appendix "A" at a rate which is two point five per cent (2.5%) higher than his or her former rate of pay, or if there is no such rate, to the maximum of the range.

5. An employee being paid in the OM levels 1 to 5 scale of rates shall, on the relevant effective dates in Appendix "A", be paid in the "A", "B", "C" and "D" scales of rates shown immediately below the employee's former rate of pay.

TERM EMPLOYEES – FULL-TIME AND PART-TIME

6. **Entitlement for an increment after 52 weeks of cumulative service with the CCRA**
 - (a) An employee appointed to a term position within the CCRA shall receive an increment after having reached fifty-two (52) weeks of cumulative service with the CCRA, at the same occupational group and level.
 - (b) For the purpose of defining when a determinate employee will be entitled to go to the next salary increment, "cumulative" means all service, whether continuous or discontinuous, with the CCRA at the same occupational group and level.

APPENDIX "A"

PG – PURCHASING AND SUPPLY GROUP

ANNUAL RATES OF PAY

(in dollars)

A – Effective November 1, 2003

B – Effective November 1, 2004

C – Effective November 1, 2005

D – Effective November 1, 2006

PG-DEV

From:	\$	25175	to	37736
To:	A	25804	to	38679
	B	26385	to	39549
	C	27018	to	40498
	D	27693	to	41510

PG-1

From:	\$	39557	40822	42125	43472	44862
To:	A	40546	41843	43178	44559	45984
	B	41458	42784	44150	45562	47019
	C	42453	43811	45210	46655	48147
	D	43514	44906	46340	47821	49351

PG-2

From:	\$	47397	49292	51262
To:	A	48582	50524	52544
	B	49675	51661	53726
	C	50867	52901	55015
	D	52139	54224	56390

PG-3

From:	\$	51772	53841	55993
To:	A	53066	55187	57393
	B	54260	56429	58684
	C	55562	57783	60092
	D	56951	59228	61594

PG-4

From:	\$	61799	64270	66810
To:	A	63344	65877	68480
	B	64769	67359	70021
	C	66323	68976	71702
	D	67981	70700	73495

PG-5

From:	\$	72452	75704	79101	82633
To:	A	74263	77597	81079	84699
	B	75934	79343	82903	86605
	C	77756	81247	84893	88684
	D	79700	83278	87015	90901

PG-6

From:	\$	73892	77024	80287	83686
To:	A	75739	78950	82294	85778
	B	77443	80726	84146	87708
	C	79302	82663	86166	89813
	D	81285	84730	88320	92058

PURCHASING AND SUPPLY GROUP

PAY NOTES

PAY INCREMENT FOR FULL AND PART-TIME EMPLOYEES

1. The pay increment period for employees at level PG-DEV is twenty-six (26) weeks and for employees at levels PG-1 to PG-6 is fifty-two (52) weeks. A pay increment shall be to the next rate in the scale of rates.
2. The pay increment date for an employee appointed to a position in the bargaining unit on promotion, demotion or from outside the Public Service after December 12, 2001 shall be the first (1st) Monday following the pay increment period as calculated from the date of the promotion, demotion or appointment from outside the Public Service.

3. **Level PG-DEV**

For employees in the Purchasing and Supply Development range, an increase at the end of an increment period shall be to a rate in the pay range which is two hundred and forty dollars (\$240) higher than the rate at which the employee is being paid or, if there is no such rate, to the maximum of the pay range.

PAY ADJUSTMENT

4. **Level PG-DEV**

An employee being paid in the Purchasing and Supply Development range shall be paid:

- (a) Effective November 1, 2003, in the "A" range shown in Appendix "A" at a rate which is two point five per cent (2.5%) higher than his or her former rate of pay, or if there is no such rate, to the maximum of the range.
- (b) Effective November 1, 2004, in the "B" range shown in Appendix "A" at a rate which is two point two five per cent (2.25%) higher than his or her former rate of pay, or if there is no such rate, to the maximum of the range.
- (c) Effective November 1, 2005, in the "C" range shown in Appendix "A" at a rate which is two point four per cent (2.4%) higher than his or her former rate of pay, or if there is no such rate, to the maximum of the range.
- (d) Effective November 1, 2006, in the "C" range shown in Appendix "A" at a rate which is two point five per cent (2.5%) higher than his or her former rate of pay, or if there is no such rate, to the maximum of the range.
- (e) An employee being paid in the PG levels 1 to 6 scale of rates shall, on the relevant effective dates in Appendix "A", be paid in the "A", "B", "C" and "D" scales of rates shown immediately below the employee's former rate of pay.

TERM EMPLOYEES – FULL-TIME AND PART-TIME

- 5. Entitlement for an increment after 52 weeks of cumulative service with the CCRA**
- (a) An employee appointed to a term position within the CCRA shall receive an increment after having reached fifty-two (52) weeks of cumulative service with the CCRA, at the same occupational group and level.
 - (b) For the purpose of defining when a determinate employee will be entitled to go to the next salary increment, “cumulative” means all service, whether continuous or discontinuous, with the CCRA at the same occupational group and level.

APPENDIX "A"

PM – PROGRAM ADMINISTRATION GROUP

ANNUAL RATES OF PAY

(in dollars)

A – Effective November 1, 2003

B – Effective November 1, 2004

C – Effective November 1, 2005

D – Effective November 1, 2006

PM-DEVELOPMENT

From:	\$	25175	to	37736
To:	A	25804	to	38679
	B	26385	to	39549
	C	27018	to	40498
	D	27693	to	41510

PM-1

From:	\$	39557	40822	42125	43472	44862
To:	A	40546	41843	43178	44559	45984
	B	41458	42784	44150	45562	47019
	C	42453	43811	45210	46655	48147
	D	43514	44906	46340	47821	49351

PM-2

From:	\$	43928	45421	46963	48558
To:	A	45026	46557	48137	49772
	B	46039	47605	49220	50892
	C	47144	48748	50401	52113
	D	48323	49967	51661	53416

PM-3

From:	\$	47397	49292	51262
To:	A	48582	50524	52544
	B	49675	51661	53726
	C	50867	52901	55015
	D	52139	54224	56390

PM-4

From:	\$	51772	53841	55993
To:	A	53066	55187	57393
	B	54260	56429	58684
	C	55562	57783	60092
	D	56951	59228	61594

PM-5

From:	\$	61799	64270	66810
To:	A	63344	65877	68480
	B	64769	67359	70021
	C	66323	68976	71702
	D	67981	70700	73495

PM-6

From:	\$	72452	75704	79101	82633
To:	A	74263	77597	81079	84699
	B	75934	79343	82903	86605
	C	77756	81247	84893	88684
	D	79700	83278	87015	90901

PM-7

From:	\$	77619	to	88048
To:	A	79559	to	90249
	B	81349	to	92280
	C	83301	to	94495
	D	85384	to	96857

PROGRAM ADMINISTRATION GROUP

PAY NOTES

PAY INCREMENT FOR FULL AND PART-TIME EMPLOYEES

1. The pay increment period for employees at level PM-DEV is twenty-six (26) weeks and for employees at levels PM-1 to PM-6 is fifty-two (52) weeks. A pay increment shall be to the next rate in the scale of rates.
2. The pay increment date for an employee appointed to a position in the bargaining unit on promotion, demotion or from outside the Public Service after April 23, 1976 shall be the first (1st) Monday following the pay increment period as calculated from the date of the promotion, demotion or appointment from outside the Public Service.

3. **Level PM-DEV**

For employees in the Program Administration Development range, an increase at the end of an increment period shall be to a rate in the pay range which is two hundred and forty dollars (\$240) higher than the rate at which the employee is being paid or, if there is no such rate, to the maximum of the pay range.

4. **Level PM-7**

Pay increases within the Level PM-7 performance pay range shall be in accordance with the directive governing Performance Pay for Represented Employees in the Administrative and Foreign Service Category, except that the term "increment" in the directive shall mean an amount equal to seven hundred and fifty dollars (\$750) for the performance pay range effective November 1, 2003, or November 1, 2004, or November 1, 2005, or November 1, 2006 provided the maximum of the range is not exceeded.

PAY ADJUSTMENT

5. **Level PM-DEV**

An employee being paid in the Program Administration Development range shall be paid:

- (a) Effective November 1, 2003, in the "A" range shown in Appendix "A" at a rate which is two point five per cent (2.5%) higher than his or her former rate of pay, or if there is no such rate, to the maximum of the range.
- (b) Effective November 1, 2004, in the "B" range shown in Appendix "A" at a rate which is two point two five per cent (2.25%) higher than his or her former rate of pay, or if there is no such rate, to the maximum of the range.
- (c) Effective November 1, 2005, in the "C" range shown in Appendix "A" at a rate which is two point four per cent (2.4%) higher than his or her former rate of pay, or if there is no such rate, to the maximum of the range.

- (d) Effective November 1, 2006, in the “D” range shown in Appendix “A” at a rate which is two point five per cent (2.5%) higher than his or her former rate of pay, or if there is no such rate, to the maximum of the range.
- 6. An employee being paid in the PM levels 1 to 6 scale of rates shall, on the relevant effective dates in Appendix “A”, be paid in the “A”, “B”, “C” and “D” scales of rates shown immediately below the employee’s former rate of pay.

7. Level PM-7

An employee being paid at level PM-7 shall be paid:

- (a) Effective on November 1, 2003 within the “A” performance pay range at a rate of pay which is two point five per cent (2.5%) higher than the employee’s former rate of pay rounded to the nearest multiple of one hundred dollars (\$100).
- (b) Effective November 1, 2004, within the “B” performance pay range at a rate of pay which is two point two five per cent (2.5%) higher than the employee’s former rate of pay rounded to the nearest multiple of one hundred dollars (\$100).
- (c) Effective November 1, 2005, within the “C” performance pay range at a rate of pay which is two point four per cent (2.4%) higher than the employee’s former rate of pay rounded to the nearest multiple of one hundred dollars (\$100).
- (d) Effective November 1, 2006, within the “C” performance pay range at a rate of pay which is two point five per cent (2.5%) higher than the employee’s former rate of pay rounded to the nearest multiple of one hundred dollars (\$100).

TERM EMPLOYEES – FULL-TIME AND PART-TIME

- 8. **Entitlement for an increment after 52 weeks of cumulative service with the CCRA**
 - (a) An employee appointed to a term position within the CCRA shall receive an increment after having reached fifty-two (52) weeks of cumulative service with the CCRA, at the same occupational group and level.
 - (b) For the purpose of defining when a determinate employee will be entitled to go to the next salary increment, “cumulative” means all service, whether continuous or discontinuous, with the CCRA at the same occupational group and level.

APPENDIX "A"

PR – PRINTING OPERATIONS GROUP

ANNUAL RATES OF PAY

(in dollars)

A – Effective November 1, 2003

B – Effective November 1, 2004

C – Effective November 1, 2005

D – Effective November 1, 2006

SUBGROUP: COMPOSITION

PR-COM-1

From:	\$	29957	31065	32238
To:	A	30706	31842	33044
	B	31397	32558	33787
	C	32151	33339	34598
	D	32955	34172	35463

PR-COM-2

From:	\$	34561	35840	37184
To:	A	35425	36736	38114
	B	36222	37563	38972
	C	37091	38465	39907
	D	38018	39427	40905

PR-COM-3

From:	\$	38528	39999	41491
To:	A	39491	40999	42528
	B	40380	41921	43485
	C	41349	42927	44529
	D	42383	44000	45642

PR-COM-4

From:	\$	39038	40489	42025
To:	A	40014	41501	43076
	B	40914	42435	44045
	C	41896	43453	45102
	D	42943	44539	46230

PR-COM-5

From:	\$	41385	42919	44540
To:	A	42420	43992	45654
	B	43374	44982	46681
	C	44415	46062	47801
	D	45525	47214	48996

PRINTING OPERATIONS GROUP

PAY NOTES

PAY INCREMENT FOR FULL AND PART-TIME EMPLOYEES

1. The pay increment period for employees at levels PR-COM-1 to PR-COM-5 is fifty-two (52) weeks. A pay increment shall be to the next rate in the scale of rates.
2. The pay increment date for an employee appointed to a position in the bargaining unit on promotion, demotion or from outside the Public Service after December 12, 2001 shall be the first (1st) Monday following the pay increment period as calculated from the date of the promotion, demotion or appointment from outside the Public Service.

TERM EMPLOYEES – FULL-TIME AND PART-TIME

3. **Entitlement for an increment after 52 weeks of cumulative service with the CCRA**
 - (a) An employee appointed to a term position within the CCRA shall receive an increment after having reached fifty-two (52) weeks of cumulative service with the CCRA, at the same occupational group and level.
 - (b) For the purpose of defining when a determinate employee will be entitled to go to the next salary increment, “cumulative” means all service, whether continuous or discontinuous, with the CCRA at the same occupational group and level.

APPENDIX "A"

ST – SECRETARIAL, STENOGRAPHIC AND TYPING GROUP

ANNUAL RATES OF PAY

(in dollars)

A – Effective November 1, 2003

B – Effective November 1, 2004

C – Effective November 1, 2005

D – Effective November 1, 2006

SUBGROUP: TYPIST

ST-TYP-01

From:	\$	29938	30835	31761	32713
To:	A	30686	31606	32555	33531
	B	31376	32317	33287	34285
	C	32129	33093	34086	35108
	D	32932	33920	34938	35986

ST-TYP-02

From:	\$	29938	30835	31761	32713
To:	A	30686	31606	32555	33531
	B	31376	32317	33287	34285
	C	32129	33093	34086	35108
	D	32932	33920	34938	35986

APPENDIX "A"

ST – SECRETARIAL, STENOGRAPHIC AND TYPING GROUP

ANNUAL RATES OF PAY

(in dollars)

A – Effective November 1, 2003

B – Effective November 1, 2004

C – Effective November 1, 2005

D – Effective November 1, 2006

SUBGROUP: STENOGRAPHER

ST-STN-01

From:	\$	31899	32855	33840	34855
To:	A	32696	33676	34686	35726
	B	33432	34434	35466	36530
	C	34234	35260	36317	37407
	D	35090	36142	37225	38342

ST-STN-02

From:	\$	31899	32855	33840	34855
To:	A	32696	33676	34686	35726
	B	33432	34434	35466	36530
	C	34234	35260	36317	37407
	D	35090	36142	37225	38342

APPENDIX "A"

ST – SECRETARIAL, STENOGRAPHIC AND TYPING GROUP

ANNUAL RATES OF PAY

(in dollars)

A – Effective November 1, 2003

B – Effective November 1, 2004

C – Effective November 1, 2005

D – Effective November 1, 2006

SUB-GROUP: OFFICE COMPOSING EQUIPMENT OPERATOR

ST-OCE-01

From:	\$	29938	30835	31761	32713
To:	A	30686	31606	32555	33531
	B	31376	32317	33287	34285
	C	32129	33093	34086	35108
	D	32932	33920	34938	35986

ST-OCE-02

From:	\$	31899	32855	33840	34855
To:	A	32696	33676	34686	35726
	B	33432	34434	35466	36530
	C	34234	35260	36317	37407
	D	35090	36142	37225	38342

ST-OCE-03

From:	\$	34835	35879	36956	38065
To:	A	35706	36776	37880	39017
	B	36509	37603	38732	39895
	C	37385	38505	39662	40852
	D	38320	39468	40654	41873

APPENDIX "A"

ST – SECRETARIAL, STENOGRAPHIC AND TYPING GROUP

ANNUAL RATES OF PAY

(in dollars)

A – Effective November 1, 2003

B – Effective November 1, 2004

C – Effective November 1, 2005

D – Effective November 1, 2006

SUBGROUP: SECRETARY

ST-SCY-01

From:	\$	33004	33994	35014	36065
To:	A	33829	34844	35889	36967
	B	34590	35628	36697	37799
	C	35420	36483	37578	38706
	D	36306	37395	38517	39674

ST-SCY-02

From:	\$	34835	35879	36956	38065
To:	A	35706	36776	37880	39017
	B	36509	37603	38732	39895
	C	37385	38505	39662	40852
	D	38320	39468	40654	41873

ST-SCY-03

From:	\$	36335	37426	38548	39705
To:	A	37243	38362	39512	40698
	B	38081	39225	40401	41614
	C	38995	40166	41371	42613
	D	39970	41170	42405	43678

ST-SCY-04

From:	\$	40789	42012	43272	44570
To:	A	41809	43062	44354	45684
	B	42750	44031	45352	46712
	C	43776	45088	46440	47833
	D	44870	46215	47601	49029

SECRETARIAL, STENOGRAPHIC AND TYPING GROUP

PAY NOTES

PAY INCREMENT FOR FULL AND PART-TIME EMPLOYEES

1. (a) The pay increment date for an employee appointed to a position in the bargaining unit on promotion, demotion or from outside the Public Service after June 18, 1976, shall be the first (1st) Monday following the pay increment period listed below as calculated from the date of the promotion, demotion or appointment from outside the Public Service. The pay increment periods listed below will continue to apply to employees appointed prior to June 18, 1976.
- (b) The increment period for all ST employees is fifty-two (52) weeks.
2. An employee shall, on the relevant effective dates in Appendix "A", be paid in the "A", "B", "C" and "D" scales of rates shown immediately below the employee's former rate of pay.

TERM EMPLOYEES – FULL-TIME AND PART-TIME

3. **Entitlement for an increment after 52 weeks of cumulative service with the CCRA**
 - (a) An employee appointed to a term position within the CCRA shall receive an increment after having reached fifty-two (52) weeks of cumulative service with the CCRA, at the same occupational group and level.
 - (b) For the purpose of defining when a determinate employee will be entitled to go to the next salary increment, "cumulative" means all service, whether continuous or discontinuous, with the CCRA at the same occupational group and level.

APPENDIX “A”

**2) RATES OF PAY AND PAY NOTES
(SALARY PROTECTED EMPLOYEES)**

APPENDIX "A"

GL – GENERAL LABOUR AND TRADES (SUPERVISORY AND NON-SUPERVISORY) GROUPS

Zone 1 – British Columbia, Yukon, Nunavut and Northwest Territories

Zone 2 – Atlantic, Quebec, Ontario, Manitoba, Saskatchewan and Alberta

PCF – PAINTING & CONSTRUCTION FINISHING SUB-GROUP HOURLY RATES OF PAY (in dollars)

A – Effective November 1, 2003

B – Effective November 1, 2004

C – Effective November 1, 2005

D – Effective November 1, 2006

		ZONE 1	ZONE 2
Level 7	From:	22.81	21.08
	A	23.38	21.61
	B	23.91	22.09
	C	24.48	22.62
	D	25.09	23.19

The preceding rates of pay apply to employees who are subject to Article 64.05 in respect of red-circled employees. These employees continue to be governed by the Pay Notes in effect at Treasury Board for these classifications, as applicable.

APPENDIX "A"

GL – GENERAL LABOUR AND TRADES (SUPERVISORY AND NON-SUPERVISORY) GROUPS

Zone 1 – British Columbia, Yukon, Nunavut and Northwest Territories

Zone 2 – Atlantic, Quebec, Ontario, Manitoba, Saskatchewan and Alberta

WOW – WOODWORKING SUB-GROUP (CARPENTER) HOURLY RATES OF PAY (in dollars)

A – Effective November 1, 2003

B – Effective November 1, 2004

C – Effective November 1, 2005

D – Effective November 1, 2006

		ZONE 1	ZONE 2
Level 10	From:	24.12	22.68
	A	24.72	23.25
	B	25.28	23.77
	C	25.89	24.34
	D	26.53	24.95

The preceding rates of pay apply to employees who are subject to Article 64.05 in respect of red-circled employees. These employees continue to be governed by the Pay Notes in effect at Treasury Board for these classifications, as applicable.

APPENDIX "A"

PI – PRIMARY PRODUCTS INSPECTION GROUP

ANNUAL RATES OF PAY

(in dollars)

A – Effective November 1, 2003

B – Effective November 1, 2004

C – Effective November 1, 2005

D – Effective November 1, 2006

SUB-GROUP: GRAIN INSPECTION

PI-CGC-3

From:	\$	42059	43523	44973	46428	48286
To:	A	43110	44611	46097	47589	49493
	B	44080	45615	47134	48660	50607
	C	45138	46710	48265	49828	51822
	D	46266	47878	49472	51074	53118

The preceding rates of pay apply to employees who are subject to Article 64.05 in respect of red-circled employees. These employees continue to be governed by the Pay Notes in effect at Treasury Board for these classifications, as applicable.

APPENDIX "A"

PI – PRIMARY PRODUCTS INSPECTION GROUP

ANNUAL RATES OF PAY

(in dollars)

A – Effective November 1, 2003

B – Effective November 1, 2004

C – Effective November 1, 2005

D – Effective November 1, 2006

PI-3

From:	\$	38047	39507	40954	42410	44108
To:	A	38998	40495	41978	43470	45211
	B	39875	41406	42923	44448	46228
	C	40832	42400	43953	45515	47337
	D	41853	43460	45052	46653	48520

The preceding rates of pay apply to employees who are subject to Article 64.05 in respect of red-circled employees. These employees continue to be governed by the Pay Notes in effect at Treasury Board for these classifications, as applicable.

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**

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**

****APPENDIX “C”**

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

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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 (CCRA) 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 CCRA 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 CCRA to maximise employment opportunities for indeterminate 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 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 CCRA. 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 CCRA, the CCRA is committed to assist these employees in finding alternative employment in the Public Service (Part I and II of the *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 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 CCRA exchanges positions with a non-affected employee (the alternate) willing to leave the CCRA 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 CCRA.

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 indeterminate employee affected by normal work force adjustment 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 indeterminate employment within the CCRA provided by the Commissioner to an 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 CCRA. 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 CCRA Act and who still retains a preferred status for reappointment within the CCRA 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 CCRA for which, in the opinion of the CCRA, 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 CCRA Act.

Opting employee (*employé-e optant*) – is an 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*) – 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 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 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 CCRA.

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

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

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

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.

CCRA policy on termination of Employment in Alternative Delivery Situations.

CCRA Relocation Policy.

CCRA Staffing Program Directive on Preferred Status.

CCRA Travel Policy.

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

Public Service Staff Relations Act, sections 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 CCRA headquarters Work Force Adjustment Unit.

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

Part I

Roles and responsibilities

1.1 CCRA

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

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

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

1.1.4 The CCRA shall establish systems to facilitate redeployment or retraining of the CCRA'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 CCRA.

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 indeterminate affected employee who can demonstrate that his or her duties have already ceased to exist.

1.1.9 The CCRA 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 CCRA shall advise in writing the employee and the PSAC, indicating the reasons for the decision together with any enclosures.

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

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

1.1.15 The CCRA 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 CCRA 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 CCRA. Such cost shall be consistent with the CCRA 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 CCRA are deemed to be “other persons travelling on government business.”

1.1.21 For the preferred status period, the CCRA 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 CCRA policies; all authorised costs of termination; and salary protection upon lower-level appointment.

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

1.1.23 The CCRA shall review the use of private temporary employment services, employees appointed for a specified period (terms) and all other non-indeterminate employees. Where practicable, the CCRA 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 CCRA 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 CCRA 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 CCRA is to presume that each employee wishes to be redeployed unless the employee indicates the contrary in writing.

1.1.29 The CCRA 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 CCRA, 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 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 (Part I and II of the PSSRA) to a surplus employee for whom the Commissioner cannot provide a guarantee of a reasonable job offer within the CCRA.

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

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

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

1.1.37 The CCRA 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 CCRA, unless they have advised the CCRA, in writing, that they are not available for appointment;
- (b) seeking information about their entitlements and obligations;
- (c) providing timely information to the CCRA to assist them in their appointment activities (including curriculum vitae or resumes);
- (d) ensuring that they can be easily contacted by the CCRA, 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 CCRA

2.1.1 In any work force adjustment situation which is likely to involve ten or more indeterminate employees covered by this Appendix, the CCRA 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 CCRA 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 CCRA will endeavour to respect employee location preferences, nothing precludes the CCRA 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 CCRA shall make every reasonable effort to retrain such individuals for:

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

4.1.2 The CCRA 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 CCRA 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 CCRA is willing to appoint the employee indeterminately, 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 CCRA 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 CCRA, 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 CCRA 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 CCRA shall be included in the letter of offer. If the person accepts the conditional offer, he or she will be appointed on an 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 CCRA exchanges positions with a non-affected employee (the alternate) willing to leave the CCRA under the terms of Part VI of this Appendix.

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

6.2.3 An indeterminate employee wishing to leave the CCRA 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 CCRA.

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 CCRA 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 CCRA will make every reasonable effort to market a surplus employee in the CCRA within the employee's surplus period within his or her preferred area of mobility. The CCRA will also make every reasonable effort to market a surplus employee in the Public Service (Part I and II of the PSSRA) within the employee's headquarters as defined in the CCRA 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 CCRA 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 CCRA, 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 CCRA 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 CCRA, 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 CCRA 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 CCRA.

6.4.3 An individual who has received a retention payment and, as applicable, is either reappointed to the CCRA, 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 CCRA 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 CCRA) 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 CCRA to take effect on that closure date, a sum equivalent to six months' pay payable upon the day on which the CCRA 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 CCRA work units:

- (a) are being relocated, and
- (b) when the Commissioner of the CCRA 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 CCRA to take effect on the relocation date, a sum equivalent to six months' pay payable upon the day on which the CCRA 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 CCRA work units are affected by alternative delivery initiatives;
- (b) when the Commissioner of the CCRA 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 CCRA 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 CCRA.

7.1 Definitions

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

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 CCRA Act.

7.2 General

The CCRA 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 CCRA 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 CCRA 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;
- (vi) 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 CCRA 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 CCRA 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 CCRA 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 CCRA 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 CCRA 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 CCRA, 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 CCRA for operational reasons provided that this does not create a break in continuous service between the CCRA 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 CCRA work or function is transferred to the new employer. The CCRA will also pay these employees an 18-month salary top-up allowance equivalent to the difference between the remuneration applicable to their CCRA 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 CCRA 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 CCRA hourly or annual remuneration, the CCRA 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 CCRA 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 CCRA 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 CCRA 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 CCRA work or function is transferred to the new employer. The CCRA will also pay these employees a 12-month salary top-up allowance equivalent to the difference between the remuneration applicable to their CCRA 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 CCRA 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 CCRA 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 CCRA 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 CCRA terminates.

Annex A – Statement of pension principles

1. The new employer will have in place, or Her Majesty in right of Canada will require the new employer to put in place, reasonable pension arrangements for transferring employees. The test of “reasonableness” will be that the actuarial value (cost) of the new employer pension arrangements will be at least 6.5 per cent of pensionable payroll, which in the case of defined-benefit pension plans will be as determined by the Assessment Methodology developed by Towers Perrin for the Treasury Board, dated October 7, 1997. This Assessment Methodology will apply for the duration of this Agreement. Where there is no reasonable pension arrangement in place on the transfer date or no written undertaking by the new employer to put such reasonable pension arrangement in place effective on the transfer date, subject to the approval of Parliament and a written undertaking by the new employer to pay the employer costs, Public Service Superannuation Act (PSSA) coverage could be provided during a transitional period of up to a year.
2. Benefits in respect of service accrued to the point of transfer are to be fully protected.
3. Her Majesty in right of Canada will seek portability arrangements between the Public Service Superannuation Plan and the pension plan of the new employer where a portability arrangement does not yet exist. Furthermore, Her Majesty in right of Canada will seek authority to permit employees the option of counting their service with the new employer for vesting and benefit thresholds under the PSSA.

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
37	28
38	25
39	22
40	19

Years of Service (See Note)	Transition Support Measure (TSM) (Payment in weeks' pay)
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 1, Part 1 of the Public Service Staff Relations Act (PSSRA).

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

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