



Canada Customs  
and Revenue Agency

Agence des douanes  
et du revenu du Canada

# Agreement between the Canada Customs and Revenue Agency and the Professional Institute of the Public Service of Canada

Group: Computer Systems  
(All Employees)

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Professional Institute of the Public Service of Canada  
53 Auriga Drive  
Nepean ON K2E 8C3

**Tel.:** (613) 228-6310  
**Fax:** (613) 228-9048  
**Web site:** [www.pipsc.ca](http://www.pipsc.ca)

Canada Customs and Revenue Agency  
Staff Relations and Compensation Division  
Human Resources Branch  
200 Laurier Avenue West  
Ottawa ON K1A 0L5

**Web site:** [www.ccra.gc.ca](http://www.ccra.gc.ca)

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**\*\* Asterisks denote changes from the previous Collective Agreement.**

## **PART 1 – GENERAL**

## **\*\* ARTICLE 1**

### **PURPOSE OF AGREEMENT**

**1.01** The purpose of this Agreement is to maintain harmonious and mutually beneficial relationships between the Employer, the employees and the Institute, to set forth certain terms and conditions of employment relating to remuneration, hours of work, employee benefits and general working conditions affecting employees covered by this Agreement.

**\*\***

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

## **\*\* ARTICLE 2**

### **INTERPRETATION AND DEFINITIONS**

**2.01** For the purpose of this Agreement:

- (a) **“bargaining unit”** means all the employees of the Employer in the Computer Systems Group, as described in the certificate issued by the Public Service Staff Relations Board on the 11th day of March 1969, and as amended on December 13, 1977, and June 1, 1999 (unite de négociation),
  - (b) **“common-law spouse”** a common-law spouse relationship exists when, for a continuous period of at least one year, an employee has lived with a person, publicly represented that person to be his/her spouse, and lives and intends to continue to live with that person as if that person were his/her spouse (conjoint de fait),
- \*\***
- (c) **“continuous employment”** has the same meaning as specified in the existing Terms and Conditions of Employment Policy of the Employer on the date of signing of this Agreement (emploi continu),
  - (d) **“daily rate of pay”** means an employee’s weekly rate of pay divided by five (5) (taux de remuneration journalier),
  - (e) **“day of rest”** in relation to an employee means a day, other than a designated paid holiday, on which that employee is not ordinarily required to perform the duties of his position other than by reason of his being on leave (jour de repos),
  - (f) **“designated paid holiday”** means the twenty-four (24) hour period commencing at 00:01 hour of a day designated as a holiday in this Agreement (jour férié désigné payé),



- (g) “**double time**” means twice (2) the straight-time hourly rate (tarif double),
- (h) “**employee**” means a person so defined by the *Public Service Staff Relations Act* and who is a member of the bargaining unit (employe),
- \*\*
- (i) “**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 Canada Custom and Revenue Agency (Employeur),
- \*\*
- (j) “**headquarters area**” has the same meaning as given to the expression in the Travel Policy (region du lieu d’affectation),
- (k) “**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 remuneration horaire),
- (l) “**Institute**” means the Professional Institute of the Public Service of Canada (Institut),
- (m) “**lay-off**” means the termination of an employee’s employment because of lack of work or because of the discontinuance of a function (licenciement),
- (n) “**leave**” means authorized absence from duty (congé),
- (o) “**membership dues**” means the dues established pursuant to the by-laws and regulations of the Institute as the dues payable by its members as a consequence of their membership in the Institute, and shall not include any initiation fee, insurance premium, or special levy (cotisations syndicales),
- (p) “**overtime**” means work required by the Employer to be performed by a **full-time** employee in excess of his daily hours of work (heures supplémentaires),
- (q) “**time and one-half**” means one and one-half (1 1/2) times the hourly rate of pay (tarif et demi),
- (r) “**weekly rate of pay**” means an employee’s **annual** rate of pay divided by 52.176 (taux de remuneration hebdomadaire).

**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*.

**ARTICLE 3**  
**OFFICIAL TEXTS**

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

**ARTICLE 4**  
**APPLICATION**

**4.01** The provisions of this Agreement apply to the Institute, employees and the Employer.

**4.02** In this Agreement, words importing the masculine gender shall include the feminine gender.

**ARTICLE 5**  
**MANAGEMENT RIGHTS**

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

**ARTICLE 6**  
**RIGHTS OF EMPLOYEES**

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

## **PART 2 –WORKING CONDITIONS**

## ARTICLE 7

### HOURS OF WORK

#### **7.01 Day Work**

- (a) Subject to clause 7.04, the normal work week shall be thirty-seven and one-half (37 1/2) hours and the normal work day shall be seven and one-half (7 1/2) consecutive hours, exclusive of a lunch period, between the hours of 7:00 a.m. and 6:00 p.m. The normal work week shall be Monday to Friday inclusive.
- (b) Where normal hours are to be changed so that they are different from those specified in clause 7.01(a) the Employer, in advance, except in cases of emergency, will consult with the Institute on such hours of work, and in such consultation, will show that such hours are required to meet the needs of the public and/or the efficient operation of the Service.

**7.02** The Employer, to allow for the summer and winter hours, provided the annual total is not changed, may vary the normal weekly and daily hours of work.

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

#### **7.04 Shift Work**

When, because of the operational requirements of the Service, hours of work are scheduled for employees on a rotating or irregular basis, they shall be scheduled so that employees work an average of thirty-seven and one-half (37 1/2) hours per week exclusive of meal breaks.

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

- (a) not to schedule the commencement of a shift within sixteen (16) hours of the completion of the employee's previous shift;
- (b) to avoid excessive fluctuation in hours of work;
- and
- (c) to grant days of rest which should be consecutive but may be in separate calendar weeks.

**7.06** The staffing, preparation, posting and administration of shift schedules is the responsibility of the Employer.

**7.07** The Employer shall set up a shift schedule which shall cover a minimum period of one (1) week, posted two (2) weeks in advance of the commencement of the scheduled period, which will cover the normal requirements of the work area.

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

**7.09** Where a new shift schedule has to be introduced by the Employer or an existing shift schedule has to be modified, the Employer, in advance, except in cases of emergency, will consult with the Institute on the timing of such shifts.

## **7.10 General**

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

## **7.11 Consultation Regarding Change in Hours**

The representative of each of the parties hereto shall, during the currency of this Agreement, meet and consider the practicality of instituting work schedules that vary from seven and one-half (7 1/2) hours per day, Monday through Friday each week and/or vary from five (5) days per week. The parties shall make every reasonable effort to establish mutually acceptable work schedules that are consistent with operational requirements and shall particularly consider any specific proposals made by an employee or employees. If employees' requests for a variation in hours of work are consistent with the needs of the operational requirements, then such requests shall be implemented.

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.

**7.12** For an employee who completes required hours of work pursuant to clause 7.11, the agreement shall be administered as follows:

(a) Article 2 - Interpretation and definitions

Clause 2.01(d) "daily rate of pay" shall not apply.

(b) Article 12 – Designated Paid Holidays

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

## **\*\* ARTICLE 8**

### **OVERTIME**

**8.01** An employee at Level CS-1, 2, 3 and 4 who is required to work overtime shall be compensated as follows:

(a) on a normal work day at the rate of time and one-half (1 1/2) for the first seven and one-half (7 1/2) overtime hours worked and double time thereafter;

\*\*

- (b) on days of rest at the rate of time and one-half (1 1/2) for the first seven and one-half (7 1/2) overtime hours worked and double time thereafter except, that when **an** employee **is** required by the Employer to work on a second or subsequent contiguous day of rest, compensation shall be on the basis of double (2) time for **all** hours worked on that day and each subsequent day of rest. If, however, the Employer permits the employee to work the required overtime on a day(s) of rest requested by the employee, then the compensation shall be at time and one-half (1 1/2) for the first seven **and** one-half hours (7 1/2) worked and double (2) time thereafter;
  - (c) on a designated paid holiday, at the rate of time and one half (1 1/2) for the first seven and one-half (7 1/2) hours worked and double (2) time thereafter;
- or
- (d) when an employee works on a holiday, which is not his scheduled day of work, contiguous to a day of rest on which he also worked, he shall be compensated on the basis of double (2) time for each hour worked.

\*\*

- (e) Where an employee is required to work a continuous period of overtime **during** which he becomes entitled to be paid at the double time rate, the employee will continue to be paid at that rate until the conclusion of the overtime period.

\*\*

- (f) No employee **will** be required to work more than 24 contiguous hours without a break of at least 12 hours before reporting back to work.

## **8.02 Meal Allowance**

- (a) An employee who works three (3) or more hours of overtime immediately following his normal hours of work shall be reimbursed his expenses for one meal in the amount of ten dollars (\$10) except where free meals are provided.

\*\*

- (b) For each four (4) hours **an** employee works overtime continuously extending beyond the period provided in (a) above, the employee shall be reimbursed for one additional meal in the amount of ten dollars (\$10) 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 he may take a meal break either at or adjacent to his place of work.
- (d) This clause shall not apply to an employee who is in travel status that entitles him to claim expenses for lodging **and/or** meals.

### 8.03 Reporting Pay

When an employee is required to report for work on a day of rest or a designated paid holiday, he shall be paid the greater of

- (a)
  - (i) compensation at the applicable overtime rate,  
or
  - (ii) compensation equivalent to four **(4)** hours' pay at his hourly rate of pay, except that the minimum of four **(4)** hours' pay shall apply the first time only **an** employee is required to report for work during a period of eight (8) hours, starting with the employee's first reporting.
- (b) If **an** employee is given instructions during his workday to work non contiguous overtime on that day and works such overtime, he shall be paid for the time actually worked, or **a minimum** of two (2) hours' pay at straight time, whichever is the greater.

### General

**8.04** Employees shall record starting and **finishing** times of overtime work in **a** form determined by the Employer.

**8.05** **ALL** calculations for overtime shall be based on each completed period of fifteen (15) minutes.

**8.06** Except in cases of emergency, call-back, or mutual agreement, the Employer shall, wherever possible, give at least twelve (12) hours' notice of any requirement for overtime.

**8.07** The Employer **will** endeavour to make cash payments for overtime in the month following the month in which the credits were granted.

### 8.08

- (a) 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 at the applicable premium rate. The Employer reserves the right to direct an employee to take accumulated leave provided he first makes every reasonable effort to grant such leave in such amounts and at such times as the employee may request.
- (b) All compensatory leave, earned under this Article and/or Articles 9, Call-Back, 10, Stand-By, 13, Travelling Time, in excess of thirty-seven and one-half (37 1/2) hours outstanding at the end of the fiscal year, shall be paid in cash at the employee's hourly rate of pay on that date. **An** employee may elect to carry over into the next fiscal year up to a maximum of thirty-seven and one-half (37 1/2) hours of unused compensatory leave.

**\*\***

**8.09** When, in a situation involving overtime, an employee is required to report to, remain at, or return to work outside his working hours and his normal mode of transportation has been displaced, the payment of the Employer-requested mileage rate as specified in the Employer's Travel Policy or the use of a taxi, as determined by the Employer, shall be authorized from the employee's residence to the workplace and/or return if necessary. Additional out-of-pocket parking expenses deemed appropriate by the Employer will also be authorized.

## **\*\* ARTICLE 9**

### **CALL-BACK**

**9.01** When an employee, after having completed his normal hours of work, has left his place of work and prior to reporting for his next regular scheduled work period, is called back to work for a period of non-contiguous overtime, he shall be entitled to the greater of

- (a) compensation equivalent to three (3) hours' pay at the applicable rate for overtime;
- or
- (b) compensation at the applicable rate for his overtime worked.

**9.02** Overtime earned under clause 9.01 shall be compensated in cash except where, upon application by the employee and at the discretion of the Employer, overtime may be taken in the form of compensatory leave in accordance with clause 8.08 of Article 8, Overtime.

**\*\***

**9.03** When an employee is called back to work under the conditions described in clause 9.01 and is required to use transportation services other than normal public transportation services, he shall be reimbursed for reasonable expenses incurred as follows:

- (a) the payment of the Employer-requested mileage rate as specified in the Employer's Travel Policy or the use of a taxi, as determined by the Employer, from the employee's residence to the work place and/or return, if necessary;
- (b) additional out-of-pocket expenses associated with parking or other transportation deemed appropriate by the Employer.

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



## **\*\* ARTICLE 10**

### **STAND-BY**

**10.01** When the Employer requires an employee to be available on stand-by during **off** duty hours, an employee shall be compensated at the rate of ~~one-half~~ (1/2) hour for each four **(4)** hour period or portion thereof for which he has been designated as being on stand-by duty.

**10.02** **An** employee designated by letter or by list for stand-by duty shall be available during his period of stand-by at a known telephone number and be able to return for duty as quickly as possible if called. In designating employees for stand-by duty the Employer will endeavour to provide for the equitable distribution of stand-by duties.

**10.03** No stand-by duty payment ~~shall~~ be granted if an employee is unable to report for duty when required.

**10.04** **An** employee on stand-by duty who is required to report for work shall be paid, in addition to the stand-by pay, the greater of

(a) the applicable overtime rate for the time worked;

or

(b) the minimum of three (3) **hours'** pay at the applicable rate for overtime; except that this minimum shall only apply once during a single period of eight (8) hours' stand-by duty.

**10.05** When **an** employee on stand-by duty is called back for work under the conditions described in clause 10.04 and is required to use transportation services other than normal public transportation services, he shall be compensated in accordance with clause 9.03 of this Agreement.

**10.06** The Employer agrees that in the areas and in the circumstances where electronic paging devices are **both** practicable and efficient they will be provided without cost to those employees on stand-by duty.

**\*\***

**10.07** Compensation earned under this Article shall be compensated in cash except where, upon application by the employee and at the discretion of the Employer, such compensation may be taken in the form of compensatory leave in accordance with clause 8.08 of Article 8, Overtime.

## **\*\* ARTICLE 11**

### **SHIFT AND WEEKEND PREMIUMS**

**\*\***

#### **11.01 Shift Premium**

An employee on shift work shall receive a shift **premium** of one dollar and seventy-five cents (**\$1.75**) per hour for all hours (including overtime hours) worked between 16:00 and 08:00 hours. The shift premium will not be paid for hours worked between 08:00 and 16:00 hours.

**\*\***

#### **11.02 Weekend Premium**

- (a) Employees shall receive **an** additional premium of one dollar and seventy-five cents (\$1.75) per hour for work on a Saturday and/or Sunday for hours worked as stipulated in sub-clause 11.02(b) below.
- (b) Weekend premium shall be payable in respect of all regularly scheduled hours at straight-time hourly rates worked on Saturday and/or Sunday.

## **ARTICLE 12**

### **DESIGNATED PAID HOLIDAYS**

**12.01** Subject to clause 12.02, the following days shall be designated paid holidays for employees:

- (a) New Year's **Day**,
- (b) Good Friday,
- (c) Easter Monday,
- (d) the day **fixed** by proclamation of the Governor in Council for celebration of the Sovereign's birthday,
- (e) Canada Day,
- (f) Labour Day,
- (g) the day fixed by proclamation of the Governor in Council as a general day of Thanksgiving,
- (h) Remembrance Day,
- (i) Christmas Day,
- (j) Boxing Day,

(k) one additional day in each year that, in the opinion of the Employer, is recognized to be a provincial or civic holiday in the area in which the employee is employed; or in any area where, in the opinion of the Employer, no such day is recognized as a provincial or civic holiday, the first Monday in August,

and

(l) one additional day when proclaimed by ~~an Act~~ of Parliament as a National Holiday

**12.02** An employee absent without pay on both his full working day immediately preceding and his full working day immediately following a designated paid holiday is not entitled to pay for the holiday, except in the case of an employee who is granted leave without pay under the provisions of Article 29, Leave for Staff Relations Matters.

### **12.03 Designated Paid Holiday Falling on a Day of Rest**

When a day designated as a paid holiday under clause 12.01 coincides with an employee's day of rest, the holiday shall be moved to the employee's first normal working day following his day of rest.

**12.04** When a day designated as a paid holiday for an employee is moved to another day under the provisions of clause 12.03:

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

and

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

### **12.05 Designated Paid Holiday coinciding with a Day of Paid Leave**

Where a day that is a designated paid holiday for an employee coincides with a day of leave with pay or is moved as a result of the application of clause 12.03, that day shall count as a holiday and not count as a day of leave.

## **\*\* ARTICLE 13**

### **TRAVELLING TIME**

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

**13.02** When an employee is required to travel outside his 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 13.03 and 13.04. Travelling time shall include time necessarily spent at each stopover en route up to a maximum of three (3) hours provided that such stopover does not include an overnight stay.

**13.03** For the purposes of clauses 13.02 and 13.04, 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 workplace, as applicable, direct to his destination and, upon his return, direct back to his residence or workplace.
- (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.

**13.04** If **an** employee is required to travel as set forth in clauses 13.02 and 13.03:

- (a) On a normal working day on which he travels but does not work, the employee shall receive his regular pay for the day.
- (b) On a **normal** working day on which he 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 eight **(8)** hours;  
and
  - (ii) at the applicable overtime rate for additional travel time in excess of an eight (8) hour period of work and travel, with a maximum payment for such additional travel time not to exceed twelve (12) hours' pay at the straight-time rate in any day.
- (c) On a day of rest or on a designated holiday, the employee shall be paid at the applicable overtime rate for hours travelled to a maximum of twelve (12) hours' pay at the **straight-time** rate.

**13.05** Compensation shall not be paid for travelling time to courses, training sessions, conferences and seminars to which an employee is sent for the purpose of career development, unless he is required to attend by the Employer.

**13.06** This Article does not apply to **an** employee required to perform work in any type of transport in which he is travelling. In such circumstances, the employee shall receive the greater of

- (a) on a normal working day, his regular pay for the day;  
or
- (b) pay for actual hours worked in accordance with Article 8 of this Agreement.

**\*\***

**13.07** Compensation earned under this Article shall be compensated in cash except where, upon

application by the employee and at the discretion of the Employer, such compensation may be taken in the form of compensatory leave in accordance with clause 8.08 of Article 8, Overtime.

## ARTICLE 14

### LEAVE – GENERAL

#### 14.01

- (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 and one-half (7 1/2) hours.
- (b) When leave is granted, it will be granted on an hourly basis and the number of hours debited for each day of leave being equal to the number of hours of work scheduled for the employee for the day in question.
- (c) Notwithstanding the above, in clause 17.02, Bereavement Leave with Pay, a “day” will mean a calendar day.

**14.02** When the employment of an employee who has been granted more vacation, furlough or sick leave with pay than he has earned is terminated by death, the employee is considered to have earned the amount of leave with pay granted to **him**.

**14.03** When the employment of an employee who has been granted more vacation or sick leave with pay than he has earned is terminated by lay-off, he is considered to have earned the amount of leave with pay granted to him.

**14.04** An employee is entitled, once in each fiscal year, to be informed, upon request, of the balance of his vacation, furlough or sick leave with pay credits.

**14.05** The employee shall retain the amount of leave with pay credited to the employee by the Employer at the time when this Agreement is signed, or at the time when he becomes subject to this Agreement.

**14.06** 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 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.

**14.07** Notwithstanding anything contained in Article 15, Vacation Leave, Article 16, Sick Leave, and Article 17, Other Leave With or Without Pay, an employee shall not be granted vacation leave, sick leave, or other types of leave with pay while he is on leave without pay or under suspension.

## **\*\* ARTICLE 15**

### **VACATION LEAVE**

**15.01** The vacation year shall be from April 1 to March 31, inclusive.

**\*\***

#### **15.02 Accumulation of Vacation Leave Credits**

An employee shall earn vacation leave credits at the rate described in (a) below for each calendar month during which he or she receives pay for at least seventy-five (75) hours.

##### Conversion Examples

15 days - 112.5 hours

20 days - 150 hours

25 days - 187.5 hours

30 days - 225 hours

35 days - 262.5 hours

(a)

- (i) nine point three seven five (9.375) hours at their straight-time hourly rate until the month in which the employee's seventh (7th) anniversary of service occurs;
- (ii) effective May 1, 2000, ten point ~~six~~ two five (10.625) hours at their straight rate commencing with the month in which the employee's seventh (7th) anniversary of service occurs;
- (iii) twelve point five (12.5) hours at their straight-time hourly rate for each month commencing with the month in which the employee's eighth (8th) anniversary of service occurs;
- (iv) effective May 1, 2000, thirteen point seven five (13.75) hours at their straight-time hourly rate commencing with the month in which the employee's seventeenth (17th) anniversary of service occurs;
- (v) fifteen point ~~six~~ two five (15.625) hours at their straight-time hourly rate commencing with the month in which the employee's eighteenth (18th) anniversary of service occurs;
- (vi) effective May 1, 2000, sixteen point eight seven five (16.875) hours at their straight-time hourly rate commencing ~~with~~ the month in which the employee's twenty-eighth (28th) anniversary of service occurs;
- (vii) eighteen point seven five (18.75) hours at the employee's straight-time hourly rate commencing with the month in which the employee's twenty-ninth (29th) anniversary of service occurs.

- (b) However, an employee who is entitled to or who has received furlough leave, shall have his vacation leave credits earned under this Article reduced by three point one two five (**3.125**) hours per month **from** the beginning of the month in which he completes his twentieth (20th) year of continuous employment until the beginning of the month in which he completes his twenty-fifth (25th) year of continuous employment.

**15.03** For the purpose of clause 15.02 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 reappointed to the Public Service within one year following the date of lay-off.

#### **15.04 Entitlement to Vacation Leave with Pay**

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

#### **15.05 Provision for Vacation Leave**

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

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

**15.06** The Employer shall give the employee as much notice as is practicable that a request for vacation or furlough leave has or has not been approved. If the leave is not approved, the employee shall be so advised immediately.

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

#### **15.07**

- (a) Where in any vacation year all of the vacation leave credited to an employee has not been scheduled, upon request, the employee may carry over into the following vacation year **up** to a maximum of two hundred sixty-two point five (262.5) hours credits. All vacation leave credits in **excess** of two hundred sixty-two point five (**262.5**) hours will be paid in cash at the employee's daily rate of pay **as** calculated from the classification prescribed in his certificate of appointment of his substantive position on the last day of the vacation year.

**\*\***

- (b) Notwithstanding paragraph (a), if on the date of signing of this Agreement or on the date **an** employee becomes subject to this Agreement, an employee has more **than** two hundred and **sixty-two** point five (**262.5**) hours of unused vacation leave credits earned during previous years, a maximum of seventy-five (**75**) hours per year shall be granted, scheduled by mutual consent or paid in cash by March **31** of each year, commencing on March 31, 2001, until **all** vacation leave

credits in excess of two hundred and sixty-two point five (262.5) hours have been liquidated. Payment shall be in one installment per year, and shall be at their daily rate of pay as calculated **from** the classification prescribed in their certificate of appointment of their substantive position on March 31, of the previous vacation year.

**15.08** 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 twelve point five (112.5) hours may be paid in cash at the employee's daily rate of pay as calculated from the classification prescribed in his certificate of appointment of his substantive position on March 31, of the previous vacation year.

#### **15.09 Recall from Vacation Leave**

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

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

**15.10** The employee shall not be considered as being on vacation or compensatory leave during any period in respect of which he is entitled under clause 15.09 to be reimbursed for reasonable expenses incurred by him.

#### **15.11 Cancellation of Vacation Leave**

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

#### **15.12 Advance Payments**

The Employer agrees to issue advance payments of estimated net salary for vacation periods of two (2) or more complete weeks, providing a written request for such advance payment is received from the employee at least six (6) weeks prior to the last pay before the employee's vacation period commences, and 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 departure. Any overpayment in respect of such pay advances shall be an immediate first charge against any subsequent pay entitlement and shall be recovered in **full** prior to any further payment of salary.



### **15.13 Leave when Employment Terminates**

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

### **15.14 Abandonment**

Notwithstanding clause 15.13, an employee whose employment is terminated by reason of a declaration that he abandoned his position is entitled to receive the payment referred to in clause 15.13 if he requests it within six (6) months following the date upon which his employment is terminated.

**15.15** Where in respect of any period of vacation leave with pay, 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;

the period of vacation leave with pay, 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.

### **15.16 Vacation Leave Credits for Severance Pay**

Where the employee requests, the Employer shall grant the employee his unused vacation leave credits prior to termination of employment if this will enable him, for purposes of severance pay, to complete the first (1st) year of continuous employment in the case of lay-off, and the tenth (10th) year of continuous employment in the case of resignation.

## ARTICLE 16

### SICK LEAVE

#### 16.01 Credits

- (a) **An** employee shall earn sick leave credits at the rate of one and one-quarter (1 1/4) days 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-sixth (1/6th) of a day 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 fifteen (15) sick leave credits during the current fiscal year.

#### 16.02 Granting of Sick Leave

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

- (a) he satisfies the Employer of this condition in such a manner and at such a time as may be determined by the Employer;
- and
- (b) he has the necessary sick leave credits.

**16.03** Unless the employee is otherwise informed by the Employer, a statement signed by him stating that because of illness or injury he was unable to perform his duties ~~shall~~, when delivered to the Employer, be considered as meeting the requirements of clause 16.02(a).

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

**16.05** When **an** employee is granted sick leave with pay and injury 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.

#### 16.06 Advance of Credits

Where an employee has insufficient or no credits to cover the granting of sick leave with pay under the provisions of clause 16.02, sick leave with pay may, at the discretion of the Employer, be granted to an employee for a period of up to twenty-five (25) days, subject to the deduction of such advanced leave from any sick leave credits subsequently earned.

**16.07** The Employer may for good and sufficient reason advance sick leave credits to an employee when a previous advance has not been fully reimbursed.

**16.08** 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 lay-off and who **is** reappointed in the Public Service within two **(2)** years from the date of lay-off.

## **\*\* ARTICLE 17**

### **OTHER LEAVE WITH OR WITHOUT PAY**

**17.01** In respect to applications for leave made pursuant to this Article, the employee may be required to provide satisfactory validation of the circumstances necessitating such requests.

#### **17.02 Bereavement Leave with Pay**

For the purpose of this clause, immediate family is defined as father, mother, (or alternatively stepfather, stepmother or foster parent) brother, sister, **spouse**, (including common-law spouse residing with the employee), child, (including child of common-law spouse) 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.

**\*\***

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

**\*\***

- (c)** It is recognized by the parties that the circumstances that **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 17.02(a) and (b).
- (d)** 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 17.02(a) or (b), 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.

## 17.03 Maternity Leave without Pay

\*\*

(A)

- (1) **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.
    - (a) Notwithstanding sub-clause 17.03(A)(1) above:
      - (i) where the employee's new-born child is hospitalized within the period defined in sub-clause 17.03(A)(1) above;  
  
and
      - (ii) where the employee has proceeded on maternity leave without pay and then, upon request and with the concurrence of the Employer, returns to work for all or part of the period during which her new-born child is hospitalized;  
  
the period of maternity leave without pay defined in sub-clause 17.03(A)(1) above 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 returned to work, to a maximum of seventeen (17) weeks.
    - (b) The extension described in sub-clause 17.03(A)(1)(a) above shall end not later than ~~fifty-two~~ (52) weeks after the termination date of pregnancy.
  - (2) At its discretion, the Employer may require an employee to submit a medical certificate certifying pregnancy.
  - (3) **An** employee who has not commenced maternity leave without pay may elect to:
    - (a) use earned vacation and compensatory leave credits up to and beyond the date that her pregnancy terminates;
    - (b) use her sick leave credits up to and beyond the date that her pregnancy terminates, subject to the provisions set out in the Sick Leave With Pay Article. For purposes of this clause, illness or **injury** as defined in the Sick Leave Article shall include medical disability related to pregnancy.
- (B) **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.

- (C) 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.

#### **17.04 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 sub-clause 17.04(B), provided that she:
- (1) has completed six (6) months of continuous employment before the commencement of her maternity leave without pay;
  - (2) provides the Employer with proof that she has applied for and is in receipt of Employment Insurance (EI) pregnancy benefits pursuant to section 22 of the *Employment Insurance Act* in respect of insurable employment with the Employer;  
and
  - (3) 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 this date is modified with the Employer's consent;
    - \*\*
    - (b) upon her return to work, as described in section (a), she will work an amount of hours paid at straight-time calculated by multiplying the number of hours in the workweek on which her maternity allowance was calculated by the number of weeks for which the allowance was paid;
    - \*\*
    - (c) should the employee fail to return to work as per the provisions of sub-clauses 17.04(A)(3)(a) or should she return to work but fail to work the total period specified in section (b) for reasons other than death or lay-off, early termination due to lack of work or discontinuance of a function of a specified period of employment that would have been sufficient to meet the obligations specified in sub-clause 17.04(A)(3)(b), or having become disabled as defined in the *Public Service Superannuation Act*, the employee recognizes that she is indebted to the Employer for the amount received as a maternity allowance, proportionate to the amount of hours not worked in relation to the hours to be worked as specified in sub-clause 17.04(A)(3)(b) above.
  - (4) for the purpose of sub-clause 17.04(A)(3)(b), periods of leave with pay shall count as time worked.

- (B) Maternity allowance payments made in accordance with the SUB Plan will consist of the following:
- (1)
    - (a) where an employee is subject to a waiting period of two (2) weeks before receiving EI maternity benefits, ninety-three per cent (93%) of her weekly rate of pay for each week of the waiting period, less any other moneys earned during this period;  
  
and
    - (b) 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 EI benefit she is eligible to receive and ninety-three per cent (93%) of her weekly rate of pay less any other moneys earned during this period.
  - (2) the maternity allowance to which an employee is entitled is limited to that provided in sub-clause 17.04(B)(1) and an employee will not be reimbursed for any amount that she may be required to repay pursuant to the EI Act.
  - (3) The weekly rate of pay referred to in sub-clause 17.04(B)(1) shall be:
    - (a) for a full-time employee, the employee's weekly rate of pay on the day immediately preceding the commencement of maternity leave without pay;
    - (b) 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 sub-clause 17.04(B)(3)(a) 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.
  - (4)
    - (a) The weekly rate of pay referred to in sub-clause 17.04(B)(3) shall be the rate to which the employee is entitled for her substantive level to which she is appointed.
    - (b) Notwithstanding sub-clause 17.04(B)(4)(a), and subject to sub-clause 17.04(B)(3)(b), 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.
  - (5) 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.

- (6) Maternity allowance payments made under the **SUB** Plan will neither reduce nor increase an employee's deferred remuneration or severance pay.

### **17.05 Special Maternity Allowance for Totally Disabled Employees**

(A) **An** employee who:

- (1) fails to **satisfy** the eligibility requirement specified in sub-clause **17.04(A)(2)** 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 the *Government Employees Compensation Act* prevents her **from** receiving EI maternity benefits;

and

- (2) has satisfied **all** of the other eligibility criteria specified in sub-clause **17.04(A)** except sub-clauses **17.04(A)(2)** and (3);

shall be paid, in respect of each week of maternity allowance not received for the reason described in sub-clause 17.05(A)(1), 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 **17.04** 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 **EI Act** had she not been disqualified from **EI** maternity benefits for the reasons described in sub-clause 17.05(A)(1) above.

### **17.06 Parental Leave without Pay**

\*\*

(A) **An** employee who becomes a parent through the **birth** of a child or the adoption of a child below the age of majority **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 or after the date of the child's birth or the date of acceptance of custody of the child for adoption.

(B) The period of parental leave without pay shall end:

\*\*

- (1) where the period of maternity leave without pay as described in sub-clause 17.03(A)(1) above, is followed by a period of parental leave without pay taken by the employee, or in the case of a CCRA couple, by the employee's spouse, no later than **fifty-two (52)** weeks **after** the child **is** born;
- (2) where the period of maternity leave without pay is extended as described in sub-clause **17.03(A)(1)(a)** above, is followed by a period of parental leave without pay taken by the employee, or in the **case** of a CCRA couple, by the employee's spouse, no later than **fifty-two (52)** weeks **after** the day the child is born;

and

(3) in all other cases, no later than **fifty-two (52)** weeks after the day the child is born or the acceptance of custody of the child for adoption.

(C) **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 child or as soon as the application for adoption has been approved by the adoption agency.

(D)

(1) The Employer may require an employee to submit a birth certificate or proof of adoption for the child.

\*\*

(2) Parental leave without pay taken by a CCRA couple shall not exceed a total of thirty-seven **(37)** weeks for both employees combined.

(E) 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.

#### **17.07 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 sub-clause **17.07(B)** below, providing he or she:

- (1) has completed **six (6)** months of continuous employment before the commencement of parental leave without pay;
- (2) provides the Employer with proof that he or she has applied for and is in receipt of Employment Insurance **(EI)** parental benefits pursuant to section 23 of the **Employment Insurance Act** in respect of insurable employment with the Employer;

and

(3) has signed **an** agreement with the Employer stating that he or she:

(a) will return to work on the expiry date of his or her parental leave without pay, unless this date is modified with the Employer's consent;

\*\*

(b) upon his or her return to work, as described in section (a), the employee will work an amount of hours paid at straight-time calculated by multiplying the number of hours in the work week on which the parental allowance was calculated by the number of weeks for which the allowance was paid;



\*\*

- (c) should the employee fail to return to work as per the provisions of sub-clauses 17.07(A)(3)(a) or should he return to work but fail to work the total period specified in section (b) for reasons other than death or lay-off, early termination due to lack of work or discontinuance of a function of a specified period of employment that would have been sufficient to meet the obligations specified in sub-clause 17.07(A)(3)(b), or having become disabled as defined in the *Public Service Superannuation Act*, the employee recognizes that he or she is indebted to the Employer for the amount received as a parental allowance, proportionate to the amount of hours not worked in relation to the hours to be worked as specified in sub-clause 17.07(A)(3)(b) above.
  - (4) for the purpose of sub-clause 17.07(A)(3)(b), periods of leave with pay shall count as time worked.
- (B) Parental Allowance payments made in accordance with the SUB Plan will consist of the following:
- (1)
    - (a) where an employee is subject to a waiting period of two (2) weeks before receiving EI 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 moneys earned during this period;
    - (b) other than as provided in sub-clause 17.07(B)(1)(c) below, for each week in respect of which the employee receives EI parental benefits pursuant to section 23 of the *Employment Insurance Act*, the difference between the gross amount of the EI parental benefits he or she is initially eligible to receive and ninety-three per cent (93%) of his or her weekly rate of pay, less any other moneys earned during this period;
    - (c) where the employee becomes entitled to an extension of parental benefits pursuant to subsection 12(7) of the EI Act, the parental allowance payable under the SUB Plan described in sub-clause 17.07(B)(1)(b) will be extended by the number of weeks of extended benefits which the employee receives under that subsection.
  - (2) The parental allowance to which an employee is entitled is limited to that provided in sub-clause 17.07(B)(1) and an employee will not be reimbursed for any amount that he or she is required to repay pursuant to the EI Act.
  - (3) The weekly rate of pay referred to in sub-clause 17.07(B)(1) shall be:
    - (a) 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;

- (b) 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 sub-clause 17.07(B)(3)(a) 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.
- (4)
- (a) The weekly rate of pay referred to in sub-clause 17.07(B)(3) shall be **the** rate to which the employee is entitled for the substantive level to which she or he is appointed.
  - (b) Notwithstanding sub-clause 17.07(B)(4)(a), and subject to sub-clause 17.07(B)(3)(b), 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.
- (5) Where an employee becomes eligible for a pay increment or pay revision while in receipt of parental allowance, the allowance shall be adjusted accordingly.
- (6) Parental allowance payments made under the **SUB** Plan will neither reduce nor increase an employee's deferred remuneration or severance pay.

## **17.08 Special Parental Allowance for Totally Disabled Employees**

- (A) An employee who:
- (1) fails to satisfy the eligibility requirement specified in sub-clause 17.07(A)(2) 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 EI parental benefits;
- and**
- (2) **has** satisfied all of the other eligibility criteria specified in sub-clause 17.07(A) except sub-clauses 17.07(A)(2) and (3);
- shall be paid, in respect of each week of benefits under the parental allowance not received **for** the reason described in sub-clause 17.08(A)(1), 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 17.07 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 EI Act, had the employee not been disqualified from EI parental benefits for the reasons described in sub-clause 17.08(A)(1) above.

**\*\***

### **17.09 Leave without Pay for Family-Related Needs**

Subject to operational requirements, an employee shall be granted leave without pay for family-related needs in accordance with the following conditions:

- (a) For the purpose of this clause, family is defined as spouse (or common-law spouse residing with the employee), children (including foster children or children of legal or common-law spouse), parents (including stepparents or foster parents), or any relative permanently residing in the employee's household or with whom the employee permanently resides;
- (b) Subject to paragraph (a), up to five (5) years leave without pay during an employee's total period of employment in the Public Service may be granted for the personal long-term care of the employee's family. Leave granted under this paragraph shall be for a minimum period of three (3) weeks;
- (c) 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;
- (d) Leave granted under this clause for a period of more than three (3) months shall be deducted from the calculation of "continuous employment" for the purposes of calculating severance pay and from the calculation of "service" for the purposes of calculating vacation leave;
- (e) Time spent on such leave shall not be counted for pay increment purposes.

### **17.10 Leave without Pay for Personal Needs**

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

- (a) subject to operational requirements, leave without pay for a period of up to three (3) months will be granted to an employee for personal needs;
- (b) subject to operational requirements, leave without pay of more than three (3) months but not exceeding one (1) year will be granted to an employee for personal needs;
- (c) an employee is entitled to leave without pay for personal needs only once under each of (a) and (b) of this clause during his total period of employment in the Public Service. Leave without pay granted under this clause may not be used in combination with maternity, parental leave without the consent of the Employer;
- (d) leave without pay granted under (a) of this clause shall be counted for the calculation of continuous employment for the purpose of calculating severance pay and service for the purpose of calculating vacation leave. Time spent on such leave shall be counted for pay increment purposes;

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

### **17.11 Leave without Pay for Relocation of Spouse**

- (a) 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.
- (b) Leave without pay granted under this clause **shall** be deducted from the calculation of continuous employment for the purpose of calculating severance pay and service for the purpose of calculating vacation leave for the employee involved except where the period of such leave is less than three **(3)** months. Time spent on such leave which is for a period of more than three **(3)** months shall not be counted for pay increment purposes.

### **17.12 Reserved for future use**

### **17.13 Leave with Pay for Family-related Responsibilities**

**\*\***

- (a) For the purpose of this clause, family is defined as spouse (or common-law spouse residing with the employee); dependent children (including foster children, children of legal or common-law spouse); parents (including step-parents or foster parents); or any relative permanently residing in the employee's household or with whom the employee permanently resides.

**\*\***

- (b) The Employer shall grant leave with pay under the following circumstances:
    - (i) an employee is expected to make every reasonable effort to schedule medical or dental appointments for dependent family members to minimize or preclude his absence from work, however, when **alternative** arrangements are not possible an employee shall be granted **up** to one (1) day for a medical or dental appointment when the dependent family member is incapable of attending the appointment by himself, or for appointments with appropriate authorities in schools or adoption agencies; an employee requesting leave under this provision must **notify** his supervisor of the appointment **as** far in advance as possible;
    - (ii) leave with pay to provide for the immediate and temporary care of a **sick** or elderly member of the employee's family and to provide an employee with **time** to make alternative care arrangements where the illness is of a longer duration;
- \*\***
- (iii) two **(2)** days leave **with** pay for needs directly related to the birth or to the adoption of the employee's child; this leave may be divided into two **(2)** periods and granted on separate days;

\*\*

- (c) The total leave with pay that may be granted under sub-clauses 17.13(b)(i), (ii), and (iii) shall not exceed five (5) days in a fiscal year.

\*\*

- (d) 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 five (5) days' marriage leave with pay for the purpose of getting married.

#### **17.14 Court Leave with Pay**

Leave with pay shall be given to every employee, other than an employee already on leave without pay, on education leave, or under suspension who is required:

- (a) to be available for jury selection;
  - (b) to serve on a **jury**;
- or
- (c) by subpoena or summons to attend as a witness in any proceeding held:
    - (i) in or under the authority of a court of justice 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 his 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.

\*\*

#### **17.15 Personnel Selection Leave with Pay**

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 selection processes 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 presence is so required. **This** clause applies equally in respect of personnel selection processes related to deployment.

## **17.16 Injury-on-duty Leave with Pay**

**An** employee shall be granted injury-on-duty leave with pay for such reasonable period as may be determined by the Employer where it is determined by a Provincial Workmen's Compensation Board that he is unable to perform his duties because of

- (a) personal injury accidentally received in the performance of his duties and not caused by the employee's willful misconduct;
- (b) sickness resulting from the nature of his employment;
- or
- (c) exposure to hazardous conditions in the course of his employment;

if the employee agrees to pay to the Receiver General of Canada any amount received by him for loss of wages in settlement of **any** claim he may have in respect of such injury, sickness or exposure.

## **17.17 Leave with or without Pay for Other Reasons**

At its discretion, the Employer may grant leave with or without pay for purposes other than those specified in this Agreement.

# **ARTICLE 18**

## **CAREER DEVELOPMENT**

### **18.01 General**

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

### **18.02 Education Leave**

- (a) **An** employee may be granted education leave without pay for varying periods up to one (1) year, which can be renewed by mutual agreement, to attend a recognized institution for additional or special studies in some field of education in which special preparation **is** needed to enable **him** to fill his present role more adequately, or to undertake studies in some field in order to provide a service which the Employer requires or is planning to provide.
- (b) **An** employee on education leave without pay under this Article may receive an allowance in lieu of salary of **up** to one hundred per cent (100%) 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.

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

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

### **18.03 Attendance at Conferences and Conventions**

- (a) The parties to this Agreement recognize that attendance or participation at conferences, conventions, symposia, workshops and other gatherings of a similar nature contributes to the maintenance of **high** professional standards.
- (b) In order to benefit from **an** exchange of knowledge and experience, an employee shall have the opportunity on occasion to attend conferences and conventions that are related to his field of specialization, subject to operational requirements.
- (c) The Employer may grant leave with pay and reasonable expenses including registration fees to attend such gatherings, subject to budgetary and operational constraints.
- (d) An employee who attends a conference or convention at the request of the Employer to represent the interests of the Employer shall be deemed to be on duty and, **as** required, in travel status. The Employer shall pay the registration fees of the convention or conference the employee is required to attend.
- (e) An employee invited to participate in a conference or convention in an official capacity, such as to present a formal address or to give a course related to his field of employment, may be granted leave with pay for this purpose and may, in addition, be reimbursed for **his** payment of convention or conference registration fees and reasonable travel expenses.
- (f) **An** employee shall not be entitled to any compensation under Article 8, Overtime, and 13, Travelling Time, in respect of hours he is in attendance at or travelling to or from a conference or convention under the provisions of this clause, except **as** provided by clause 18.03(d).

#### **18.04 Professional Development**

- (a) The parties to this Agreement share a desire to improve professional standards by giving employees the opportunity, on occasion, to:
  - (i) participate in workshops, short courses or similar out-service programs to keep up-to-date with knowledge and skills in their respective fields;
  - (ii) conduct research or perform work related to their normal research programs in institutions or locations other than those of the Employer;
  - (iii) carry out research in the employee's field of specialization not specifically related to his assigned work projects when, in the opinion of the Employer, such research is needed to enable the employee to fill his present role more adequately.
- (b) Subject to the Employer's approval, **an** employee shall receive leave with pay in order to participate in the activities described in clause 18.04(a).
- (c) **An** employee may apply at any time for professional development under this clause, and the Employer may select **an** employee at **any** time for such professional development.
- (d) When the Employer selects an employee for professional development under this clause, the Employer will consult with the employee before determining the location and duration of the program of work or studies to be undertaken.
- (e) **An** employee selected for professional development under this clause shall continue to receive his normal compensation including any increase for which he may become eligible. The employee shall not be entitled to any compensation under Articles 8, Overtime, and 13, Travelling Time, while on professional development under this clause.
- (f) **An** employee on professional development under this clause may be reimbursed for reasonable travel expenses and such other additional expenses, as the Employer deems appropriate.

#### **18.05**

- (a) The Employer shall establish selection criteria for granting leave under clauses 18.02, 18.03 and 18.04. Upon request, a copy of these criteria will be provided to **an** employee and/or the Institute representative.
- (b) The parties to this Collective Agreement acknowledge the mutual benefits to be derived from consultation on career development. To this effect, the Employer, upon request, will consult with the Institute as prescribed in Article 34, Joint Consultation.

#### **18.06 Examination Leave with Pay**

Leave with pay may be granted to **an** employee for the purpose of writing **an** examination that will require the employee's absence during his normal hours of work. Such leave will be granted only where in the



opinion of the Employer the course of study is directly related to the employee's duties or will improve his qualifications.

## **\*\* ARTICLE 19**

### **SEVERANCE PAY**

**19.01** Under the following circumstances and subject to clause 19.02, an employee shall receive severance benefits calculated on the basis of his weekly rate of pay:

**(a) Lay-Off**

- (i) On the first lay-off after June 20, 1969, 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 after June 20, 1969, 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 he was granted severance pay under sub-clause 19.01(a)(i) above.

**(b) Resignation**

On resignation, subject to clause 19.01(c) 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) Retirement**

- (i) On retirement, when an employee is entitled to an immediate annuity or to an immediate **annual** allowance, under the *Public Service Superannuation Act*;

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 were a contributor under the *Public Service Superannuation Act*, would be entitled to an immediate annuity thereunder, or would have been entitled to an immediate **annual** allowance if he were a contributor under the *Public Service superannuation Act*;

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 benefit of **thirty** (30) weeks' pay.

**(d) Death**

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

**(e) Rejection on Probation**

On rejection on probation, when an employee has completed more than one (1) year of continuous employment and ceases to be employed by reason of rejection during a probationary period, he shall be paid severance pay equal to the amount obtained by multiplying his weekly rate of pay on termination of employment by the number of completed years of his continuous employment to a maximum of twenty-seven (27) weeks less any period in respect of which he was granted severance pay, retiring leave or a cash gratuity in lieu of retiring leave,

**(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 section 51(1)(g) of the *Canada Customs and Revenue Agency Act*, one (1) week's pay for each complete year of continuous employment to a maximum 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 the provisions of section 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.

\*\*

**19.02** The period of continuous employment used in the calculation of severance benefits payable to an employee under this Article **shall** be reduced by any period of continuous employment in respect of which the employee was already granted severance pay, retiring leave or a cash gratuity in lieu of retiring leave. Under no circumstances shall the maximum severance pay provided under clause 19.01 be pyramided.

**19.03** The weekly rate of pay referred to in the above clauses **shall** be the weekly rate of pay to which the employee is entitled for the classification and level prescribed in his certificate of appointment on the date of the termination of his employment.

\*\*

**19.04 Appointment to a Schedule I Employer**

Notwithstanding clause 19.01(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 20

### RECLASSIFICATION AND STATEMENT OF DUTIES

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

**20.02** Upon written request, an employee shall be entitled to an official statement of duties and responsibilities of his position including the position's classification level and point rating allotted by factor and an organization chart depicting the position's place in the organization.

## ARTICLE 21

### LABOUR DISPUTES

**21.01** If employees are prevented from performing their duties because of a strike or lockout on the premises of another employer, the employees shall report the matter to the Employer and the Employer will make reasonable efforts to ensure, so long as work is available, that such employees are appropriately employed elsewhere and that they shall receive the regular pay and benefits to which they would normally be entitled.

## ARTICLE 22

### SAFETY AND HEALTH

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

**22.02** The Employer shall continue to provide, where economically and administratively feasible, working accommodation and facilities to meet the special requirements of computer systems services and the Employer agrees to consult with the Institute for the purpose of considering expeditiously the Institute's suggestions on the subject.

## \*\* ARTICLE 23

### TECHNOLOGICAL CHANGE

\*\*

**23.01** The parties have agreed that in cases where, as a result of technological change, the services of an employee are no longer required beyond a specified date because of lack of work or the discontinuance

of a function, the Work Force Adjustment Appendix to this Collective Agreement will apply. In all other cases, the following clauses will apply.

**23.02** In this Article Technological Change means:

(a) the introduction by the Employer of equipment or material of a substantially different **nature** than that previously utilized which will result in significant changes in the employment status or working conditions of employees;

or

(b) a major change in the Employer's operation directly related to the introduction of that equipment or material which will result in significant changes in the employment status or working conditions of the employees.

**23.03** 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.

**23.04** The Employer agrees to provide as much advance notice as is practicable but, except in cases of emergency, not less than one hundred and **twenty (120)** days written notice to the Institute of the introduction or implementation of technological change.

**23.05** The written notice provided for in clause **23.04** will provide the following information:

(a) the nature and degree of change;

(b) the anticipated date or dates on which the Employer **plans** to effect **change**;

and

(c) the location or locations involved.

**23.06** As soon as reasonably practicable after notice is given under clause **23.04**, the Employer shall consult meaningfully with the Institute concerning the effects of the technological change referred to in clause **23.04** on each group of employees. Such consultation will include, but not necessarily be limited to, the following:

(a) the approximate number, class and location of employees likely to be affected by the change;

(b) the effect the change may be expected to have on working conditions or terms and conditions of employment on employees.

**23.07** 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 his substantive position, the Employer **will** make every reasonable effort to provide the necessary training during the employee's working hours and at no cost to the employee.

## **PART 3 – STAFF RELATIONS MATTERS**

## ARTICLE 24

### RECOGNITION

**24.01** The Employer recognizes the Institute as the exclusive bargaining agent for all employees described in the certificate issued by the Public Service Staff Relations Board on the 11th day of March 1969, and as amended on December 13, 1977 and June 1, 1999, covering employees of the Computer Systems Group.

**24.02** The Employer recognizes that it is a proper function and a right of the Institute to bargain with a view to arriving at a collective agreement and the Employer and the Institute agree to bargain in good faith, in accordance with the provisions of the *Public Service Staff Relations Act*.

## ARTICLE 25

### CHECK-OFF

**25.0** 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 pay of all employees in the bargaining unit.

Where no dues deductions are made from an employee's salary in respect of any given month as a result of the employee not earning any pay in that month or not earning sufficient pay to permit dues deductions to be made, the Employer shall not be required to make deductions from that employee's subsequent salary in respect of the month referred to above.

**25.02** The Institute shall inform the Employer in writing of the authorized monthly deduction to be checked off for each employee defined in clause 25.01.

**25.03** For the purpose of applying clause 25.01, deductions from pay for each employee in respect of each month will start with the first full month of employment to the extent that earnings are available.

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

**25.05** No employee organization, as defined in section 2 of the *Public Service Staff Relations Act*, other than the Institute, shall be permitted to have membership dues and/or other moneys deducted by the Employer from the pay of employees in the bargaining unit.

**25.06** The amounts deducted in accordance with clause 25.01 shall be remitted to the Institute 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 his behalf

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

**25.08** The Institute agrees to indemnify and save the Employer harmless against any claim or liability arising out of the application of this Article, except for any claim or liability arising out of an error committed by the Employer, in which case the liability shall be limited to the amount of the error.

## **ARTICLE 26**

### **USE OF EMPLOYER FACILITIES**

#### **26.01 Access by an Institute Representative**

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

#### **26.02 Bulletin Boards**

Reasonable space on bulletin boards, including electronic bulletin boards where available, will be made available to the Institute for the posting of official notices in convenient locations determined by the Employer and the Institute. Notices or other material shall require the prior approval of the Employer, except notices relating to the business **affairs** of the Institute and social and recreational events. The Employer **shall** have the right to **refuse** the posting of **any** information that it considers adverse to its interests or to the interests of any of its representatives.

#### **26.03 Institute Literature**

The Employer shall continue its present practice of making available to the Institute specific locations on its premises for the placement of reasonable quantities of literature of the Institute.

## **\*\* ARTICLE 27**

### **INFORMATION**

**\*\***

**27.01** The Employer agrees to provide the Institute, on a quarterly basis, with a list of **all** employees in the bargaining unit. The list referred to herein shall include the name, geographical location and classification of the employee and shall be provided within one month following the termination of each quarter. **As** soon as practicable, the Employer agrees to add to the above list the date of appointment for new employees.

**27.02** The Employer agrees to supply each employee with a copy of the Collective Agreement and any amendments thereto.

**27.03** The Employer agrees to distribute to each new employee an information package prepared and supplied by the Institute. Such information package shall require the prior approval of the Employer. The Employer shall have the right to refuse to distribute any information that it considers adverse to its interests or to the interests of any of its representatives.

## **ARTICLE 28**

### **STEWARDS**

**28.01** The Employer acknowledges the right of the Institute to appoint stewards from amongst the members of the bargaining unit for which the Institute is the certified bargaining agent.

**28.02** The Employer and the Institute shall, by mutual agreement, determine the area of jurisdiction of each steward, having regard to the plan of organization and the distribution of employees.

**28.03** The Institute shall inform the Employer promptly and in writing of the names of its stewards, their jurisdiction, and of any subsequent changes.

**28.04** A steward shall obtain the permission of his immediate supervisor before leaving his work to investigate with fellow employees complaints of an urgent nature, to meet with local management for the purpose of dealing with such complaints or problems, and to attend meetings called by management. Such permission shall not be unreasonably withheld. After the Steward resumes his duties, he shall so notify his supervisor as soon as practicable.

## **\*\* ARTICLE 29**

### **LEAVE FOR STAFF RELATIONS MATTERS**

#### **29.01 Public Service Staff Relations Board Hearings**

##### ***(1) Complaints made to the Public Service Staff Relations Board pursuant to Section 23 of the Public Service Staff Relations Act***

Where operational requirements permit, the Employer will grant leave with pay:

- (a) to an employee who makes a complaint on his 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 Institute making a complaint.



**(2) Applications for Certification, Representations and Interventions with respect to Applications for Certification**

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

- (a) to an employee who represents the Institute in **an** application for certification or in **an** intervention;  
and
- (b) to an employee who makes personal representations with respect to a certification.

**(3) Employee called as a Witness**

The Employer will grant leave with pay:

- (a) to an employee called as a witness by the Public Service Staff Relations Board;  
and
- (b) where operational requirements permit, to an employee called as a witness by **an** employee or the Institute.

**29.02 Arbitration Board Hearings, Conciliation Board Hearings and Alternate Dispute Resolution Process**

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**(1)** Where operational requirements permit, the Employer will grant leave with pay to an employee representing the Institute before an Arbitration Board, Conciliation Board, Fact Finder, Mediator, or in **an** Alternate Dispute Resolution Process established pursuant to the *Public Service Staff Relations Act*.

\*\*

**(2) Employee called as a Witness**

The Employer will grant leave with pay to an employee called as a witness by **an** Arbitration Board, Conciliation Board, Fact Finder, Mediator or in **an** Alternate Dispute Resolution Process and, where operational requirements permit, leave with pay to an employee called as a witness by the Institute.

**29.03 Adjudication**

**(1) Employee who is a Party**

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

**(2) Employee who Acts as Representative**

Where operational requirements permit, the Employer will grant leave with pay to the representative of an employee who is a party.

**(3) Employee called as a Witness**

Where operational requirements permit, the Employer will grant leave with pay to a witness called by an employee who is a party.

**29.04 Meetings During the Grievance Process**

**(1) Employee Presenting Grievance**

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

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

**(2) Employee who Acts as Representative**

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

**(3) Grievance Investigations**

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

**29.05 Contract Negotiations Meetings**

Where operational requirements permit, the Employer will grant leave without pay to an employee for the purpose of attending contract negotiations meetings on behalf of the Institute.

### **29.06 Preparatory Contract Negotiations Meetings**

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

### **29.07 Meetings Between the Institute and Management**

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

### **29.08 Institute Official Meetings and Conventions**

Where operational requirements permit, the Employer will grant leave without pay to a reasonable number of employees to attend meetings and conventions provided in the constitution and by-laws of the Institute.

### **29.09 Representatives' Training Courses**

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

### **29.10 Determination of Leave Status**

Where the status of leave requested cannot be determined until the Public Service Staff Relations Board or **an** adjudicator has given a decision, leave without **pay** will be granted pending final determination of the appropriate leave status.

## **ARTICLE 30**

### **CONTRACTING OUT**

**30.01** The Employer will continue past practice in giving **all** reasonable consideration to continued employment in the Public Service of employees who would otherwise become redundant because work is contracted out.

## **ARTICLE 31**

### **ILLEGAL STRIKES**

**31.01** The *Public Service Staff Relations Act* provides penalties for engaging in illegal strikes. Both parties agree that disciplinary action may also be taken, which will include penalties up to and including discharge, for participation in **an** illegal strike **as** defined in the *Public Service Staff Relations Act*.

## **\*\* ARTICLE 32**

### **INTERPRETATION OF AGREEMENT**

**\*\***

**32.01** The parties agree that, **in** the event of a dispute arising out of the interpretation of a clause or Article in this Agreement, the parties shall meet within a reasonable time at the request of either party and seek to resolve the problem. **This** Article does not prevent employees from availing themselves of the grievance procedure provided in this Agreement.

## **\*\* ARTICLE 33**

### **GRIEVANCE PROCEDURE**

**33.01** The parties recognize the value of informal discussion between employees and their supervisors to the end that problems might be resolved without recourse to a formal grievance. When an employee, within the time limits prescribed in clause 33.08, gives notice that he wishes to take advantage of this clause, it **is** agreed that the period between the initial discussion and the final response shall not count as elapsed time for the purpose of grievance time limits.

**33.02** **An** employee who wishes to present a grievance at any prescribed step in the grievance procedure, shall transmit this grievance to his 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 step;

and

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

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

**33.04** Subject to and **as** provided in section 91 of the *Public Service Staff Relations Act*, **an** employee who feels that he has been treated unjustly or considers himself aggrieved by an 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 33.02, except that:

(a) where there is another administrative procedure provided by or under any Act of Parliament to deal with his specific complaint such procedure must be followed;

and

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

**\*\***

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

- (a) Step 1 – first level of management;
- (b) Steps 2 and 3 intermediate step(s);
- (c) Final Step – Commissioner or his authorized representative.

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

**33.06** The Employer shall designate a representative at each step 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 Institute.

**33.07** ~~If he so~~ desires, an employee may be assisted and/or represented by the Institute when presenting ~~a~~ grievance at any step. The Institute shall have the right to consult with the Employer with respect to a grievance at each or any step of the grievance procedure.

**33.08** ~~An~~ employee may present ~~a~~ grievance to the first step of the procedure in the manner prescribed in clause 33.02, not later than the twenty-fifth (25th) day after the date on which he is notified orally or in writing or on which he first becomes aware of the action or circumstances giving rise to grievance.

**33.09** ~~An~~ employee may present a grievance at each succeeding step in the grievance procedure beyond the first step either:

- (a) where the decision or settlement is not satisfactory to ~~him~~, within ten (10) days after that decision or settlement has been conveyed in ~~writing~~ to him by the Employer;

or

- (b) where the Employer has not conveyed a decision to ~~him~~ within the time prescribed in clause 33.10, within fifteen (15) days after he presented the grievance at the previous step.

**33.10** The Employer shall normally reply to ~~an~~ employee's grievance at any step of the grievance procedure, except the final step, within ten (10) days after the grievance is presented, and within twenty (20) days where the grievance is presented at the final step.

**33.11** Where an employee has been represented by the Institute in the presentation of his grievance, the Employer will provide the appropriate representative of the Institute with a copy of the Employer's decision at each step of the grievance procedure at the same time that ~~the~~ Employer's decision is conveyed to the employee.

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

**33.13** 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.

**\*\***

**33.14** Where the provisions of clause **33.02** cannot be complied with and it **is** necessary to present a grievance by mail, the grievance shall be deemed to have been presented on the day on which it is postmarked and it shall be deemed to have been received by the Employer on the day it is delivered to the appropriate office of the Canada Customs and Revenue Agency. Similarly, the Employer ~~shall~~ be deemed to have delivered a reply at any step on the date on which the letter containing the reply is postmarked, but the time limit within which the grievor may present his grievance at the next higher step shall be calculated from the date on which the Employer's reply was delivered to the address shown on the grievance form.

**33.15** The time limits stipulated in this procedure may be extended by mutual agreement between the Employer and the employee and, where appropriate, the Institute representative, except as provided in clause **33.17**.

**33.16** Where it appears that the nature of the grievance is such that **a** decision cannot be given below a particular step of authority, any or all the steps except the final step may be eliminated by agreement of the Employer and the employee, and, where applicable, the Institute,

**\*\***

**33.17** Where the Employer demotes or terminates an employee pursuant to section **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:

(a) the grievance may be presented at the final step only;

and

(b) the twenty **(20)** day time limit within which the Employer **is** to reply at the final step may be extended to **a** maximum **of** forty **(40)** days by **mutual** agreement of the Employer and the appropriate representative of the Institute.

**33.18** An employee may, by written notice to his immediate supervisor or officer-in-charge, abandon a grievance.

**33.19** Any employee who fails to present a grievance to the next higher step within the prescribed time limits shall be deemed to have abandoned the grievance unless, due to circumstances beyond his control, he **was** unable to comply with the prescribed time limits.

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

**\*\***

**33.21** Where an employee has presented a grievance up to and including the final step in the grievance procedure with respect to:

- (a) the interpretation or application in respect of the employee of a provision of this Collective Agreement or related arbitral award,

or

- (b) disciplinary action resulting in termination of employment, suspension or a financial penalty pursuant to paragraph 51(1)(f) of the *Canada Customs and Revenue Agency Act*,

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

**33.22** 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 of a provision of this Agreement or an arbitral award, the employee is not entitled to refer the grievance to adjudication unless the Institute 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.

## **\*\* ARTICLE 34**

### **JOINT CONSULTATION**

**\*\***

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

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

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

#### **34.04 Joint Consultation Committee Meetings**

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

**34.05** Employees forming the continuing membership of the consultation committees shall be protected against any loss of normal pay by reason of attendance at such meetings with management, including reasonable travel time where applicable.

**34.06** Joint consultation committees are prohibited from agreeing to items which would alter any provision of this Collective Agreement.

### **\*\* ARTICLE 35**

#### **STANDARDS OF DISCIPLINE**

**\*\***

**35.01** Where written Standards of Discipline are developed, the Employer agrees to supply sufficient information on the Standards of Discipline to each employee and to the Institute.

**35.02** The Employer agrees to consult with the Institute when existing written Standards of Discipline are to be amended. The Employer further agrees to carefully consider and, where appropriate, introduce Institute recommendations on the matter.

**35.03** Where **an** employee is required to attend a meeting on disciplinary matters, the employee is entitled to have a representative of the Institute attend the meeting when the representative is readily available. Where practicable, the employee shall receive a minimum of one (1) working day's notice of such meeting.

**35.04** The Employer agrees not to introduce as evidence in a hearing related to disciplinary action any document or written statement concerning the conduct of **an** employee unless that employee has been provided with a copy of that document or statement **within** a reasonable period before that hearing.

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



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## **PART 4 – OTHER TERMS AND CONDITIONS**

## **\*\* ARTICLE 36**

### **PART-TIME EMPLOYEES**

#### **Definition**

**36.01** Part-time employee means a person whose normal scheduled hours of work are less than thirty-seven and one-half (37 1/2) hours per week, but not less than those prescribed in the *Public Service Staff Relations Act*.

#### **General**

**36.02** Part-time employees shall be entitled to the benefits provided under this Agreement in the same proportion as their normal scheduled weekly hours of work compare with the normal weekly hours of work of full-time employees **unless** otherwise specified in this Agreement.

**36.03** The days of rest provisions of this Collective Agreement apply only in a week when a part-time employee has worked five (5) days and a minimum of thirty-seven and one-half (37 1/2) hours in a week at the hourly rate of pay.

**36.04** Leave will only be provided:

- (i) during those periods in which employees are scheduled to perform their duties;
- or
- (ii) where it may displace other leave as prescribed by this Agreement.

#### **Designated Holidays**

**36.05** A part-time employee shall not be paid for the designated holidays but shall instead be paid a premium of four point two five per cent (4.25%) for all straight-time hours worked during the period of part-time employment.

**36.06** 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 12.01 of this Agreement, the employee shall be paid time and one-half (1 1/2) the hourly rate of pay for all hours worked.

**36.07** Overtime means:

- (i) 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;
- (ii) 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 clause 36.13 of this

article, authorized work in excess of those normal scheduled daily hours or an average of thirty-seven and one-half ( $37 \frac{1}{2}$ ) hours per week.

**36.08** Subject to clause 8.06 of Article 8, Overtime, a part-time employee who is required to work overtime shall be paid at time and one-half ( $1 \frac{1}{2}$ ) for all overtime hours worked.

**\*\***

### **Vacation Leave**

**36.09** A part-time employee shall earn vacation leave credits for each month in which the employee receives pay for at least twice the number of hours in the employee's normal work week, at the rate for years of employment established in clause **15.02**, prorated and calculated as follows:

- (a) when the entitlement is one and one-quarter ( $1 \frac{1}{4}$ ) days a month, one-quarter ( $\frac{1}{4}$ ) of the hours in the employee's work week per month;
- (b) when the entitlement is one and five-twelfth ( $1 \frac{5}{12}$ ) days a month, seventeen-sixtieths ( $\frac{17}{60}$ ) of the hours in the employee's work week per month;
- (c) when the entitlement is one and two-thirds ( $1 \frac{2}{3}$ ) days a month, one-third ( $\frac{1}{3}$ ) of the hours in the employee's work week per month;
- (d) when the entitlement is one and five-sixth ( $1 \frac{5}{6}$ ) days per month, eleven-thirtieths ( $\frac{11}{30}$ ) of the hours in the employee's work week per month;
- (e) when the entitlement is two and one-twelfth ( $2 \frac{1}{12}$ ) days a month, five-twelfths ( $\frac{5}{12}$ ) of the hours in the employee's work week per month;
- (f) when the entitlement is two and one-quarter ( $2 \frac{1}{4}$ ) days a month, nine-twentieths ( $\frac{9}{20}$ ) of the hours in the employee's work week per month;
- (g) when the entitlement is two and one-half ( $2 \frac{1}{2}$ ) days a month, one-half ( $\frac{1}{2}$ ) of the hours in the employee's work week per month;
- (h) however, a part-time employee who has received or is entitled to receive furlough leave shall have his vacation leave credits earned reduced by one-twelfth ( $\frac{1}{12}$ ) of the hours in the part-time work week, beginning in the month in which the twentieth (20th) anniversary of continuous employment occurs until the beginning of the month in which his twenty-fifth (25th) anniversary of continuous employment occurs.

### **Sick Leave**

**36.10** A part-time employee shall earn sick leave credits at the rate of one-quarter ( $\frac{1}{4}$ ) of the number of hours in an employee's normal work week for each calendar month in which the employee has received pay for at least twice the number of hours in the employee's normal work week.

## Vacation and Sick Leave Administration

### 36.11

- (a) For the purposes of administration of clauses 36.09 and 36.10, where **an** employee does not work the same number of hours each week, the normal work week shall be the weekly average 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.

### Severance Pay

**36.12** Notwithstanding the provisions of Article 19, Severance Pay, 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.

### Variable Hours of Work

**36.13** Upon request of an employee and with the concurrence of the Employer, a part-time employee **may** complete his scheduled **weekly** hours of work in a **manner** that **permits** such **an** employee to work in excess of seven and one-half (7 1/2) hours in any one day provided that over a period of twenty-eight (28) calendar days the part-time employee works an average of his or her scheduled weekly hours of work. **As** part of this clause, attendance reporting shall be mutually agreed between the employee and the Employer.

**36.14** For an employee who completes required hours of work pursuant to 36.13, the definition of “daily rate of pay” clause 2.01(d) of Article 2 shall not apply.

## **\*\* ARTICLE 37**

### **EMPLOYEE PERFORMANCE REVIEW AND EMPLOYEE FILES**

**37.01** For the purpose of this Article:

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

## 37.02

- (a) When a formal assessment of an employee's performance is made, the employee concerned must be given **an** opportunity to sign the assessment form in question upon its completion to indicate that its contents have been read. **An** employee's signature on his assessment form shall be considered to be **an** indication only that its contents have been read and shall not indicate his concurrence with the statements contained on the form. **A** copy of the employee's assessment form shall be provided to **him** at the time the assessment is signed by the employee.
- (b) The Employer's **representative(s)** who assess 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.

**37.03** When an employee disagrees with the assessment and/or appraisal of his work he shall have the right to present **written** counter arguments to the **manager(s)** or **committee(s)** responsible for the assessment and/or appraisal decision.

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

**\*\***

**37.05** 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:

- (a) sign the report in question to indicate that its contents have been read,  
and
- (b) submit such written representation as the employee may deem appropriate concerning the report and to have such written representations attached to the report.

**\*\***

**37.06** In the absence of a Management-initiated annual performance appraisal, one **shall** be provided at the employee's request.

## **\*\* ARTICLE 38**

### **EMPLOYMENT REFERENCES**

**\*\***

**38.01** At the request of an employee, the Employer shall provide a work reference to a prospective employer of such employee, indicating length of service, principal duties and responsibilities and performance of such duties.

## **\*\* ARTICLE 39**

### **PUBLICATIONS AND AUTHORSHIP**

**39.01** The Employer agrees to continue the past practice of ensuring that employees have ready access to all publications considered necessary to their **work** by the Employer.

**\*\***

**39.02** The Employer agrees that **original** articles, professional and technical papers prepared by **an** employee, within the scope of his employment, will be retained on appropriate Agency files for the normal life of such files. The Employer will not unreasonably withhold permission for the publication of original articles or professional **and** technical papers in professional media. At the Employer's discretion, recognition of authorship will be given where practicable in Agency publications.

**39.03** When an employee acts as a sole or joint author or editor of an original publication, his authorship or editorship shall normally be shown on the title page of such publication.

#### **39.04**

- (a) The Employer may suggest revisions to material and may withhold approval to publish **an** employee's publication.
- (b) When approval for publication is withheld, the author(s) shall be so informed.
- (c) Where the Employer wishes to make changes in material submitted for publication with which the author does not agree, the employee shall not be credited publicly if he so requests.

## **ARTICLE 40**

### **SEXUAL HARASSMENT**

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

## 40.02

- (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 clause 40.02(a), a level in the grievance procedure is waived, no other level shall be waived except by mutual agreement.

## ARTICLE 41

### NO DISCRIMINATION

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

## ARTICLE 42

### MATERNITY-RELATED REASSIGNMENT OR LEAVE

**42.01** **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.

**42.02** **An** employee's request under clause 42.01 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.

**42.03** **An** employee who has made a request under clause 42.01 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.

**42.04** Where reasonably practicable, the Employer shall **modify** the employee's job functions or reassign her.

**42.05** 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.

**42.06** 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 43**

### **MEDICAL APPOINTMENT FOR PREGNANT EMPLOYEES**

**43.01** 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.

**43.02** 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 44**

### **RELIGIOUS OBLIGATIONS**

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

**44.02** 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.

**44.03** Notwithstanding clause 44.02, 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.

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



## **PART 5 – PAY AND DURATION**

## **\*\* ARTICLE 45**

### **PAY ADMINISTRATION**

**45.01** Except as provided herein, the terms and conditions governing the application of pay to employees are not affected by this Agreement.

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

(a) the pay specified in Appendix "A" for the classification of the position to which he is appointed, if the classification coincides with that prescribed in his certificate of appointment;

or

(b) the pay specified in Appendix "A" for the classification prescribed in his certificate of appointment if that classification and the classification of the position to which he is appointed do not coincide.

#### **45.03**

(a) The rates of pay set forth in Appendix "A" of this Agreement shall become effective on the dates specified therein.

(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 sub-clauses 45.03(b)(ii) to (v) means the period commencing on the effective date of the retroactive upward revision in rates of pay and ending on the day this Agreement is signed or when an arbitral award is rendered therefor;
- (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) rates of pay shall be paid in an amount equal to what would have been paid had this Agreement been signed or an arbitral award rendered therefor on the effective date of the revision in rates of pay;
- (iv) in order for former employees or, in the case of death, for the former employees' representatives to receive payment in accordance with sub-clause 45.03(b)(ii), the Employer shall notify, by registered mail, such individuals at their last known address that they have 30 days from the date of receipt of the registered letter to request in writing such payment, after which time any obligation upon the Employer to provide payment ceases;

- (v) no payment or no notification shall be made pursuant to clause 45.03(b) for one dollar (\$1) or less.

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

**\*\***

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

**45.06**

- (a) The pay increment period for employees at level CS-1 shall be six (6) months at rates one to eight (1-8).
- (b) Notwithstanding clause 45.06(a), an increase from the third (3rd), fourth (4th) or fifth (5th) rate to the sixth (6th) rate, and from the seventh (7th) or eighth (8th) rate to the ninth (9th) rate shall become effective the date on which the Commissioner or his authorized representative certifies that the employee has attained the requirements specified by the Employer for payment at that rate with the pay increment date for the employee calculated from the date the employee becomes entitled to that rate.
- (c) Each pay increment period for rates nine to fifteen (9-15) of level CS-1 and the pay increment period at levels CS-2 to CS-5 inclusive shall be twelve (12) months.
- (d) The pay increment date for an employee appointed on or after December 2, 1997, to a position in the bargaining unit on promotion, demotion, or appointment from outside the Public Service shall be the anniversary date of such appointment.
- (e) For employees appointed prior to December 2, 1997, their anniversary date will be the date on which the employee received his last pay increment.

**45.07** Where, in the retroactive period, an employee was paid on initial appointment at a rate of pay above the minimum, or was promoted or transferred and paid at a rate of pay above the rates specified by the regulations for promotion or transfer, he shall be paid in the new scale of rates at the rate of pay nearest to but not less than the rate of pay at which he was appointed and, at the discretion of the Commissioner or his authorized representative, may be paid at any rate up to and including the rate shown immediately below the rate he was receiving.

**45.08** With reference to Appendix "A", an employee shall, on the relevant effective dates of adjustments to rates of pay, be paid in the scale of rates at the rate shown immediately below his former rate.

## ARTICLE 46

### AGREEMENT REOPENER

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

## ""ARTICLE 47

### DURATION

**\*\***

**47.01** The duration of this Collective Agreement shall be from the date it is signed to April 30, 2002.

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

## \*\*ARTICLE 48


### PERFORMANCE BONUS – MANAGEMENT GROUP

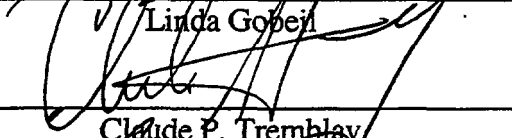
**48.01** At the discretion of the Employer, employees who **perform** the duties of a position classified within the Management Group (MG) during the **annual** review period, shall be eligible, subject to the conditions established by the Employer, to receive a lump-sum performance bonus of up to five percent (5%) of the employees MG salary.


**48.02** The lump-sum performance bonus awarded to employees under this Article shall not form **part** of salary.


SIGNED AT OTTAWA, this 10th of the month of August, 2001.

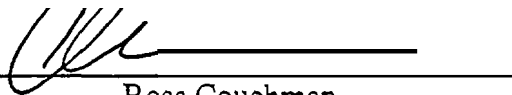
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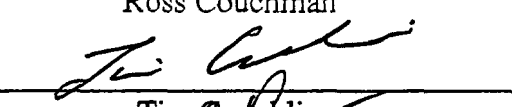
  
Linda Goben

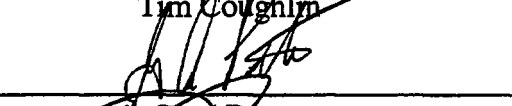
  
Claude P. Tremblay


  
André Fillion

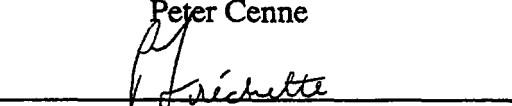
  
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Ross Couchman

  
Tim Coughlin


  
Gord Peters

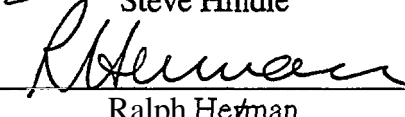
  
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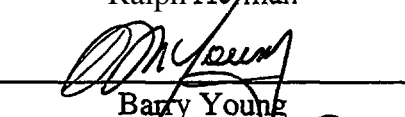
  
Pierre Fréchette


  
Dale Holmes

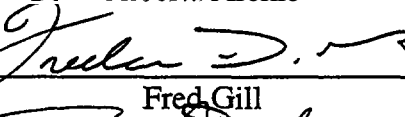
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CANADA


  
Steve Hindle


  
Ralph Heyman

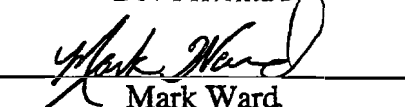
  
Barry Young

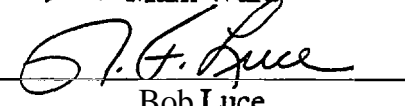
  
Alberta Archie

  
Fred Gill

  
Paul Pilon

  
Bev Pritchard

  
Mark Ward

  
Bob Luce

Richard Bellaire

**\*\* APPENDIX "A"**

**CS – COMPUTER SYSTEMS GROUP  
ANNUAL RATES OF PAY**

A Effective **May** 1, 2000  
 B Effective **May** 1, 2000  
 C Effective **May** 1, 2001  
 D Effective **May** 1, 2001

**CS01**

From:	\$	27114	28575	30033	31494	32960	34418	35886	37352	38809	40272
To:	A	27114	28575	30033	31494	32960	34418	35886	37352	38809	40272
	B	27792	29289	30784	32281	33784	35278	36783	38286	39779	41279
	C		29289	30784	32281	33784	35278	36783	38286	39779	41279
	D		30021	31554	33088	34629	36160	37703	39243	40773	42311

**CS01 (continued)**

From:	\$	41734	43186	44637	46089						
To:	A	41734	43186	44637	46089	47541					
	B	42777	44266	45753	47241	48730					
	C	42777	44266	45753	47241	48730	50219				
	D	43846	45373	46897	48422	49948	51474				

**CS02**

From:	\$	45092	46652	48221	49787	51355	52923	54490			
To:	A	45092	46652	48221	49787	51355	52923	54490	56057		
	B	46219	47818	49427	51032	52639	54246	55852	57458		
	C		47818	49427	51032	52639	54246	55852	57458	59064	
	D		49013	50663	52308	53955	55602	57248	58894	60541	

**CS03**

From:	\$	53052	55055	57058	59049	61040	63032	65024			
To:	A	53052	55055	57058	59049	61040	63032	65024	67016		
	B	54378	56431	58484	60525	62566	64608	66650	68691		
	C		56431	58484	60525	62566	64608	66650	68691	70732	
	D		57842	59946	62038	64130	66223	68316	70408	72500	

**CS04**

From:	\$	60861	63158	65442	67726	70008	72290	74573			
To:	A	60861	63158	65442	67726	70008	72290	74573	76856		
	B	62383	64737	67078	69419	71758	74097	76437	78777		
	C		64737	67078	69419	71758	74097	76437	78777	81117	
	D		66355	68755	71154	73552	75949	78348	80746	83145	

**CS05**

From:	\$	69771	72616	75463	78305	81146	83990	86833	89675		
To:	A	69771	72616	75463	78305	81146	83990	86833	89675	92517	
	B	71515	74431	77350	80263	83175	86090	89004	91917	94830	
	C		74431	77350	80263	83175	86090	89004	91917	94830	97743
	D		76292	79284	82270	85254	88242	91229	94215	97201	100187

**PAY NOTES:**

**PAY ADJUSTMENT ADMINISTRATION**

**1. Restructure Administration May 1, 2000**

Employees who have been at the **maximum** rate of pay for their level for twelve (12) months or more on May 1, 2000 move to the new maximum rate of pay effective May 1, 2000.

**2. Restructure Administration May 1, 2001**

- (a) Effective May 1, 2001, prior to any other pay revision which occurs on that date, an employee shall be paid in the "C" line at the rate of pay which is immediately higher than the employee's rate of pay as of April 30, 2001.
- (b) Where an employee is performing acting duties on May 1, 2001, and is paid acting pay pursuant to clause 45.05, the employee's acting rate of pay will be adjusted effective May 1, 2001, in accordance with Pay Note 2(a). Upon termination of the acting assignment, the employee's substantive rate of pay will then be adjusted in accordance with Pay Note 2(a).

**3. Pay Increment Administration for Part-time Employees**

- (a) Part-time employees at levels CS-1 (at steps 9 to 15) and CS-2 to CS-5 shall be eligible to receive a pay increment when the employee has worked a total of nineteen hundred and **fifty** (1950) hours at the hourly rate of pay during a period of employment provided that the maximum rate for the employee's level is not exceeded. The pay increment date shall be the **first** working day following completion of the hours specified in this paragraph.
- (b) Part-time employees at level CS-1 (at steps 1 to **8**) shall be eligible to receive a pay increment when the employee has worked a total of nine hundred and seventy-five (975) hours at the hourly rate of pay during a period of employment provided that the **maximum** rate for the employee's level is not exceeded. The pay increment date shall be the first working day following completion of the hours specified in this paragraph.

**\*\* APPENDIX "B-1"**

**CS – COMPUTER SYSTEMS GROUP  
WEEKLY, DAILY AND HOURLY RATES OF PAY MAY 1, 2000**

**CS01**

Annual:	\$	27792	29289	30784	32281	33784	35278	36783	38286	39779	41279
Weekly:		532.66	561.35	590.00	618.69	647.50	676.13	704.98	733.79	762.40	791.15
Daily:		106.53	112.27	118.00	123.74	129.50	135.23	141.00	146.76	152.48	158.23
Hourly:		14.20	14.97	15.73	16.50	17.27	18.03	18.80	19.57	20.33	21.10

**CS01 (continued)**

Annual:	\$	42777	44266	45753	47241	48730					
Weekly:		819.86	848.40	876.90	905.42	933.95					
Daily:		163.97	169.68	175.38	181.08	186.79					
Hourly:		21.86	22.62	23.38	24.14	24.91					

**CS02**

Annual:	\$	46219	47818	49427	51032	52639	54246	55852	57458		
Weekly:		885.83	916.48	947.31	978.07	1008.87	1039.67	1070.45	1101.23		
Daily:		177.17	183.30	189.46	195.61	201.77	207.93	214.09	220.25		
Hourly:		23.62	24.44	25.26	26.08	26.90	27.72	28.55	29.37		

**CS03**

Annual:	\$	54378	56431	58484	60525	62566	64608	66650	68691		
Weekly:		1042.20	1081.55	1120.90	1160.02	1199.13	1238.27	1277.41	1316.52		
Daily:		208.44	216.31	224.18	232.00	239.83	247.65	255.48	263.30		
Hourly:		27.79	28.84	29.89	30.93	31.98	33.02	34.06	35.11		

**CS04**

Annual:	\$	62383	64737	67078	69419	71758	74097	76437	78777		
Weekly:		1195.63	1240.74	1285.61	1330.48	1375.31	1420.14	1464.98	1509.83		
Daily:		239.13	248.15	257.12	266.10	275.06	284.03	293.00	301.97		
Hourly:		31.88	33.09	34.28	35.48	36.67	37.87	39.07	40.26		

**CS05**

Annual:	\$	71515	74431	77350	80263	83175	86090	89004	91917	94830	
Weekly:		1370.65	1426.54	1482.48	1538.31	1594.12	1649.99	1705.84	1761.67	1817.50	
Daily:		274.13	285.31	296.50	307.66	318.82	330.00	341.17	352.33	363.50	
Hourly:		36.55	38.04	39.53	41.02	42.51	44.00	45.49	46.98	48.47	



**\*\* APPENDIX "B-2"**

**CS – COMPUTER SYSTEMS GROUP  
WEEKLY, DAILY AND HOURLY RATES OF PAY MAY ■ 2001**

**CS01**

Annual:	\$	30021	31554	33088	34629	36160	37703	39243	40773	42311
Weekly:		575.38	604.76	634.16	663.70	693.04	722.61	752.13	781.45	810.93
Daily:		115.08	120.95	126.83	132.74	138.61	144.52	150.43	156.29	162.19
Hourly:		15.34	16.13	16.91	17.70	18.48	19.27	20.06	20.84	21.63

**CS01 (continued)**

Annual:	\$	43846	45373	46897	48422	49948	51474			
Weekly:		840.35	869.61	898.82	928.05	957.30	986.55			
Daily:		168.07	173.92	179.76	185.61	191.46	197.31			
Hourly:		22.41	23.19	23.97	24.75	25.53	26.31			

**CS02**

Annual:	\$	49013	50663	52308	53955	55602	57248	58894	60541	
Weekly:		939.38	971.00	1002.53	1034.10	1065.66	1097.21	1128.76	1160.32	
Daily:		187.88	194.20	200.51	206.82	213.13	219.44	225.75	232.06	
Hourly:		25.05	25.89	26.73	27.58	28.42	29.26	30.10	30.94	

**CS03**

Annual:	\$	57842	59946	62038	64130	66223	68316	70408	72500	
Weekly:		1108.59	1148.92	1189.01	1229.11	1269.22	1309.34	1349.43	1389.53	
Daily:		221.72	229.78	237.80	245.82	253.84	261.87	269.89	277.91	
Hourly:		29.56	30.64	31.71	32.78	33.85	34.92	35.99	37.05	

**CS04**

Annual:	\$	66355	68755	71154	73552	75949	78348	80746	83145	
Weekly:		1271.75	1317.75	1363.73	1409.69	1455.63	1501.61	1547.57	1593.55	
Daily:		254.35	263.55	272.75	281.94	291.13	300.32	309.51	318.71	
Hourly:		33.91	35.14	36.37	37.59	38.82	40.04	41.27	42.49	

**CS05**

Annual:	\$	76292	79284	82270	85254	88242	91229	94215	97201	100187
Weekly:		1462.20	1519.55	1576.78	1633.97	1691.24	1748.49	1805.72	1862.94	1920.17
Daily:		292.44	303.91	315.36	326.79	338.25	349.70	361.14	372.59	384.03
Hourly:		38.99	40.52	42.05	43.57	45.10	46.63	48.15	49.68	51.20

**\*\* APPENDIX “C”**

**WORK FORCE ADJUSTMENT**

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## GENERAL

### Application

This appendix to the Computer Systems collective agreement applies to the members of the CS occupational group represented by the Professional Institute of the Public Service of Canada (PIPSC) 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 the collective agreement between the parties and employees are to be afforded ready access to it.

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

This Work Force Adjustment Appendix is in effect as of the date of signature of the collective agreement.

### Objectives

It is the policy of the CCRA to maximize 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).

### 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/employée 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 de mode de prestation de service*)** – 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* (CCRA Act), and also means his or her official designate as per section 37(1) and (2) of the CCRA Act.

**Education Allowance (*indemnité d'étude*)** – 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 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 as per 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. This preferred status is accorded for 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/employé(e) optant(e)*)** – 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 90 days to consider the options of Part 6.3 of this appendix.

**Pay (*remuneration*)** – has the same meaning as “rate of pay” in the employee’s collective 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 placement within the CCRA.

**Preferred Status for Reinstatement (*statut privilégié de réintégration*)** – is a preferred status for placement accorded 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.

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

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

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

**Surplus employee (*employé/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 placement within CCRA of surplus employees to permit them to be appointed to other positions in the CCRA without recourse.

**Surplus status (*statut d'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 a 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.

**Twelvemonth surplus preferred status period in which to secure a reasonable job offer (*Statut privilégié d'employé 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.

## References

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

*Canada Customs and Revenue Agency Act.*

*Canada Labour Code, Part 1.*

CCRA policy on termination of Employment in Alternative Delivery Situations.

CCRA Relocation Policy.

CCRA Staffing Program Preferred Status Directive.

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 PIPSC, or the responsible officers in the CCRA headquarters Work Force Adjustment Unit.

Enquiries by employees pertaining to entitlements to a preferred status for placement 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** CCRA shall establish work force adjustment committees, where appropriate, to manage the work force adjustment situations.

**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, he will provide 90 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 section 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 bargaining agent 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 bargaining agent 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 PIPSC indicating the reasons for the decision.

**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 relocate surplus employees and laid-off individuals, if necessary.
- 1.1.16** Relocation of surplus employees and laid-off individuals shall be undertaken when the individuals indicate that they are willing to relocate and relocation will enable their redeployment or reappointment, providing that there are no available local affected employees, surplus employees, and laid-off persons qualified and interested or who could qualify with retraining.
- 1.1.17** The cost of traveling 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.
- 1.1.18** 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.
- 1.1.19** For the purpose 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”.
- 1.1.20** For the preferred status period, the CCRA shall pay the salary costs, and other authorized 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 authorized costs of lay-off; and salary protection upon lower-level appointment.
- 1.1.21** 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.
- 1.1.22** The CCRA shall review the use of private temporary agency personnel, employees appointed for a specified period (terms) and all other non-indeterminate employees. Where practicable, the CCRA shall not re-engage such temporary agency 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.
- 1.1.23** 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.
- 1.1.24** The CCRA may lay off an employee at a date earlier than originally scheduled when the surplus employee requests to do so in writing.
- 1.1.25** The CCRA shall provide surplus employees with a lay-off notice at least one month before the proposed lay-off date, if placement efforts have been unsuccessful.

**1.1.26** 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.

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

**1.1.28** 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 and surplus employee and laid-off persons 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, 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, 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 preferred status and has not been appointed; and
- (m) advising the employee that refusal of a reasonable job offer will jeopardize both chances for retraining and overall employment continuity.

**1.1.29** The CCRA shall ensure that, when it is required to facilitate appointment, a retraining plan is prepared and agreed to in writing by the CCRA and the employee.

**1.1.30** Severance pay and other benefits flowing from other clauses in the collective agreement are separate from, and in addition to, those in this appendix.

**1.1.31** Any surplus employee who resigns under ~~this~~ appendix shall be deemed, for the purposes of severance pay and retroactive remuneration, to be involuntarily laid off on the day as of which the Commissioner accepts in writing the employee's resignation.

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

**1.1.33** The CCRA shall provide information to the bargaining agent on the numbers and status of their members who are in the Preferred Status Administration System.

## **1.2 Employees**

**1.2.1** Employees have the right to be represented by their bargaining agent in the application of this appendix.

**1.2.2** Employees who are directly affected by 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 placement activities (including curriculum vitae or resumes);
- (d) ensuring that they can be easily contacted by the CCRA and attending appointments related to placement opportunities;
- (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 90 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 bargaining agent. 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 1.1.19.

**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

### RET

#### 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 persons 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 individual to a specific vacant position or will enable the individual to qualify for anticipated vacancies in occupations or locations where there is a shortage of qualified candidates; and
- (b) there are no other available surplus preferred status employees and preferred status laid-off 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.

#### 4.3 Laid-off persons

**4.3.1** A laid-off person shall be eligible for retraining providing:

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

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

## **PART V**

### **SALARY PROTECTION**

#### **5.1 Lower-level position**

**5.1.1** Surplus employees and laid-off persons appointed to a lower-level position under this appendix shall have their salary **and** pay equity equalization payments, if any, protected in accordance with the **salary** protection provisions of their collective 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 or deployed into a position with a maximum rate of pay that is equal to or higher than the maximum rate of pay of the position from which they were declared surplus or laid-off.

## **PART VI**

### **OPTIONS FOR EMPLOYEES**

#### **6.1 General**

**6.1.1.** The Commissioner will be expected to provide a guarantee of a reasonable job offer for those affected employees for whom he knows 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 90 days to consider the three 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 90-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), Twelve-month surplus preferred status period in which to secure a reasonable job offer at the end of the 90-day window.

**6.1.5** If a reasonable job offer which does not require a relocation is made at any time during the 90-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.

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

**6.2.4** 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.

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

**6.2.6** The opting employee moving into the unaffected position must meet the requirements of the position, including language requirements. The alternate moving into the opting position must meet the requirements of the position, except if the alternate will not be performing the duties of the position and the alternate will be struck **off** strength within five days of the alternation.

**6.2.7** An alternation should normally occur between employees at the same group and level. When the two positions are not the same group and level, alternation can still occur when the positions can be considered equivalent. They are considered equivalent when the **maximum** rate of pay for the higher paid position is no more than six-per-cent higher than the **maximum** rate of pay for the lower paid position.

**6.2.8** 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.

When a surplus employee who has chosen, or who is deemed to have chosen option a), offers to resign before the end of the twelve-month surplus preferred status period, the Commissioner may authorize a lump-sum payment equal to the surplus employee's regular pay for the balance of the surplus period, up to a maximum of six 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.

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

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 \$8000 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 CCRA 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 CCRA 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 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** Opting employees who choose option b) or c) above 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** The Commissioner shall ensure that pay in lieu of unfulfilled surplus period is **only** authorized where the employee's work can be discontinued on the resignation date and no additional costs will be incurred in having the work done in any other way during that period.

**6.3.9** If a surplus employee who has chosen, or is deemed to have chosen option a), refuses a reasonable job offer at any time during the twelve-month surplus preferred status period, the employee is ineligible for pay in lieu of unfulfilled **surplus** period.

**6.3.10** 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 the 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 recognize:

- the union's need to represent employees during the transition process.
- the employer's need for greater flexibility in organizing the CCRA.

#### 7.1 Definitions

For the purposes of this part, **an alternative delivery initiative** (*diversification des modes de prestation de services*) is the transfer of any work, undertaking or business of the CCRA to any body that is outside the CCRA;

For the purposes of this part, a **reasonable job offer** (*offre d'emploi raisonnable*) 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** (*licenciement de l'employé*) 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 ASD initiative, and if possible, not less than 180 days prior to the date of transfer, provide notice to the PIPSC of its intention.

The notice to the PIPSC 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, commercialization).

A joint WFA-ASD committee will be created for ASD initiatives and will have equal representation from the CCRA and the union. **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. Commercialization**

In cases of commercialization 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 commercialization and creation of new agencies consultation opportunities will be given to the union; 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;
- (i.ii) the *Public Service Terms and Conditions of Employment Regulations*<sup>8</sup> the terms of the collective agreement referred to therein and/or the applicable compensation plan Will

continue to apply to unrepresented and excluded employees until modified by the new employer;

- (ii) recognition of continuous employment in the CCRA, 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 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. Where the employee was, at the satisfaction of the CCRA, unaware of the offer or incapable of indicating an acceptance of the offer, he 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. For greater certainty, those who are declared surplus will be subject to the provisions of the Directive on Preferred Status for placement within the CCRA.

**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 individuals 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 the employee's 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 the employee's 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 CCRA 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.

Years of Service (see note below)	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

Years of Service (see note below)	Transition Support Measure (TSM) (Payment in weeks' pay)
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36	31
37	28
38	25
39	22
40	19
41	16
42	13
43	10
44	07
45	04

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

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

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 Relation Act (PSSRA)*.

**\*\* APPENDIX "D"**

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE CANADA CUSTOMS AND REVENUE AGENCY  
(REFERRED TO AS THE EMPLOYER)  
AND  
THE PROFESSIONAL INSTITUTE OF THE PUBLIC SERVICE OF CANADA  
(REFERRED TO AS THE INSTITUTE)  
CONCERNING  
THE BARGAINING UNIT OF THE  
COMPUTER SYSTEMS GROUP**

**Preamble**

In an effort to resolve retention problems, the Employer will provide an Allowance to incumbents of positions at the CS-1 through CS-5 levels for the performance of duties in the Computer Systems Group.

**Application**

1. The parties agree that incumbents of positions identified above shall be eligible to receive a "Terminable Allowance" in the following amounts and subject to the following conditions:

(a) **An** Allowance to be paid in accordance with the following grid:

<b>TERMINABLE ALLOWANCE</b>	
	Monthly payment from May 1, 2000, to April 30, 2002
<b>CS-1</b>	\$139
<b>CS-2</b>	\$176
<b>CS-3</b>	\$212
<b>CS-4</b>	\$248
<b>CS-5</b>	\$285

(b) The Terminable Allowance specified above does not form part of an employee's **salary**.

(c) **An** employee shall be paid the Terminable Allowance for each calendar month for which the employee receives at least ten (10) days' pay.

- (d) The Allowance shall not be paid to or in respect of a person who ceased to be a member of the bargaining unit prior to the date of signing of this Agreement.
  - (e) Subject to (f) below, the amount of the Terminable Allowance payable is that amount specified in 1(a) for the level prescribed in the certificate of appointment of the employee's substantive position.
  - (f) When an employee is required by the Employer to perform the duties of a higher classification level within the CS bargaining unit in accordance with clause 45.05, the Terminable Allowance payable shall be proportionate to the time at each level.
2. Part-time employees shall be entitled to the Allowance on a pro-rata basis.
  3. The parties agree that disputes arising from the application of this Memorandum of Understanding may be subject to consultation.
  4. This Memorandum of understanding expires on April 30, 2002.