



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: Audit, Financial and Scientific
(all employees)

Expiry Date: December 21, 2007



The Professional Institute
of the Public Service of Canada

L'institut professionnel
de la fonction publique du Canada

RC4300 Rev. 05

Canada

12827(02)

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

**Group: Audit, Financial and Scientific
(all employees)**

CODES:

- **Actuarial Science (AC 90540)**
- **Auditing (AU 90541)**
- **Chemistry (CH 90542)**
- **Commerce (CO90552)**
- **Computer Systems (CS 90550)**
- **Economists, Sociologists and Statisticians (ES 90560)**
- **Education (ED-EDS 90500, ED-LAT 90502)**
- **Engineering and Land Survey (EN-ENG 90543)**
- **Financial Management (FI 90561)**
- **Library Science (LS 90503)**
- **Management Group (MG-AFS 90597)**
- **Physical Sciences (PC 90499)**
- **Psychology (PS 90546)**
- **Scientific Research (SE-REM 90549, SE-RES 90548)**
- **Social Science Support (SI 90564)**

Expiry Date: December 21, 2007

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

Professional Institute of the Public Service of Canada
53 Auriga Drive
Ottawa ON K2E 8C3
Telephone: 1-613-228-6310
Facsimile: 1-613-228-9048
www.pipsc.ca

Note

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

This document is available on the Canada Revenue Agency's InfoZone.

TABLE OF CONTENTS

Article	Subject	Page
** 1	PURPOSE OF AGREEMENT.....	1
** 2	INTERPRETATION AND DEFINITIONS	1
3	OFFICIAL TEXTS	3
4	APPLICATION.....	3
5	MANAGEMENT RIGHTS	3
6	RIGHTS OF EMPLOYEES.....	3
7	PUBLICATIONS AND AUTHORSHIP	4
** 8	HOURS OF WORK.....	4
** 9	OVERTIME.....	8
10	CALL-BACK.....	11
11	STANDBY.....	12
12	DESIGNATED PAID HOLIDAYS.....	13
13	TRAVELLING TIME	14
14	LEAVE – GENERAL.....	16
** 15	VACATION LEAVE.....	17
** 16	SICK LEAVE.....	21
17	OTHER LEAVE WITH OR WITHOUT PAY	22
17.01	Validation.....	22
** 17.02	Bereavement Leave with Pay.....	22
17.03	Maternity Leave without Pay.....	23
** 17.04	Maternity Allowance.....	24
** 17.05	Special Maternity Allowance for Totally Disabled Employees.....	26
** 17.06	Parental Leave Without Pay	27
** 17.07	Parental Allowance	28
** 17.08	Special Parental Allowance for Totally Disabled Employees.....	30
** 17.09	Medical appointment for pregnant employees.....	30
17.10	Maternity-related reassignment or leave.....	31
17.11	Leave Without Pay for Personal Needs.....	31
17.12	Leave Without Pay for Relocation of Spouse	32
** 17.13	Leave With Pay for Family-Related Responsibilities.....	32
** 17.14	Leave without Pay for Family-Related Needs.....	33

17.15	Court Leave With Pay	33
17.16	Personnel Selection Leave With Pay	34
17.17	Injury-on-Duty Leave With Pay	34
17.18	Examination Leave	34
17.19	Religious Obligations.....	35
**17.20	Pre-retirement leave.....	35
**17.21	Personal leave	35
**17.22	Volunteer leave.....	35
17.23	Leave With or Without Pay for Other Reasons	36
18	CAREER DEVELOPMENT	36
19	SEVERANCE PAY	39
20	RECLASSIFICATION AND STATEMENT OF DUTIES	40
21	REGISTRATION FEES	41
22	PROFESSIONAL ACCOUNTING ASSOCIATION ANNUAL MEMBERSHIP FEE.....	41
23	TECHNOLOGICAL CHANGE	42
24	SAFETY AND HEALTH	43
25	RECOGNITION	43
26	CHECK-OFF	44
27	USE OF EMPLOYER FACILITIES	45
28	INFORMATION	45
29	EMPLOYEE REPRESENTATIVES	45
30	LEAVE FOR STAFF RELATIONS MATTERS	46
31	JOB SECURITY	49
32	CONTRACTING OUT	49
33	INTERPRETATION OF AGREEMENT	49
34	GRIEVANCE PROCEDURE	50
35	(RESERVED FOR FUTURE USE)	53
36	JOINT CONSULTATION	53
37	STANDARDS OF DISCIPLINE	54
38	LABOUR DISPUTES	54
** 39	PART-TIME EMPLOYEES	55
40	EMPLOYEE PERFORMANCE REVIEW AND EMPLOYEE FILES	58
41	EMPLOYMENT REFERENCES	59

42	SEXUAL HARASSMENT	59
43	NO DISCRIMINATION	59
44	IMMUNIZATION	60
** 45	PAY ADMINISTRATION	60
46	RESTRICTION ON OUTSIDE EMPLOYMENT	62
47	AGREEMENT RE-OPENER	62
** 48	DURATION	62

**** APPENDIX “A”**

	ANNUAL RATES OF PAY	65
--	----------------------------------	----

APPENDIX “B”

	MEMORANDUM OF UNDERSTANDING IN RESPECT OF SPECIFIC PROVISIONS APPLYING TO EMPLOYEES CLASSIFIED AS ED-LAT ONLY: <i>PEDAGOGICAL BREAK</i>	112
--	------------------------------------------------------------------------------------------------------------------------------------------------------	-----

**** APPENDIX “C”**

	MEMORANDUM OF UNDERSTANDING IN RESPECT OF CS GROUP TERMINABLE ALLOWANCE	113
--	--------------------------------------------------------------------------------------	-----

**** APPENDIX “D”**

	MEMORANDUM OF UNDERSTANDING IN RESPECT OF AU GROUP TERMINABLE ALLOWANCE	115
--	--------------------------------------------------------------------------------------	-----

**** APPENDIX “E”**

	MEMORANDUM OF UNDERSTANDING IN RESPECT OF EN GROUP TERMINABLE ALLOWANCE	117
--	--------------------------------------------------------------------------------------	-----

APPENDIX “F”

	MEMORANDUM OF UNDERSTANDING IN RESPECT OF THE REIMBURSEMENT OF CHARTERED BUSINESS VALUATORS OR LAW SOCIETY PROFESSIONAL MEMBERSHIP FEES	119
--	------------------------------------------------------------------------------------------------------------------------------------------------------	-----

APPENDIX “G”

MEMORANDUM OF UNDERSTANDING IN RESPECT OF THE REIMBURSEMENT OF APPRAISERS’ PROFESSIONAL MEMBERSHIP FEES..... 121

““APPENDIX “H”

MEMORANDUM OF UNDERSTANDING IN RESPECT OF THE CONTINUED APPLICATION OF CERTAIN PROVISIONS FOR POSITIONS CONVERTED TO MG 123

APPENDIX “I”

MEMORANDUM OF UNDERSTANDING IN RESPECT OF THE PROFESSIONAL DEVELOPMENT OF EMPLOYEES CLASSIFIED CS 125

****APPENDIX “J”**

WORK FORCE ADJUSTMENT 126

****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 described in the certificate issued by the Public Service Staff Relations Board on December 12, 2001, and as **amended on July 29, 2005** covering **employees of the Audit, Financial and Scientific bargaining unit**,

1.02 The parties to this Agreement share a desire to **improve** the quality of the Canada Customs and Revenue Agency, 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 **units** are employed,

“ARTICLE 2

INTERPRETATION AND DEFINITIONS

2.01 For the purpose of this Agreement:

- (a) **“alternate provision”** means a provision of this Agreement **which may** only have application to a particular occupational group or certain **employees** within a bargaining unit (disposition de dérogation);
- (b) **“bargaining unit”** means the employees of the Employer in the **group** described in **Article 25 – Recognition**;

- (c) **“common-law partner”** means a person living in a conjugal relationship with an employee for a continuous period of at least one **year**;
- (d) **“compensatory leave”** means leave with **pay** in lieu of **cash payment for** overtime, work performed on a designated holiday, **travelling** time compensated at **overtime rate**, call-back and reporting **pay**. The duration of such leave will be equal to the time compensated or the minimum time entitlement multiplied by the applicable overtime rate, The rate of pay to which **an** employee is **entitled** during such **leave** shall **be based on** the **employee’s** hourly **rate of pay as calculated** from the classification **prescribed** in the **employee’s certificate of appointment** on the day immediately prior to the day **on** which leave **is** taken;
- (e) **“continuous employment”** has the same meaning as specified in **the Employer’s Terms and Conditions of Employment Policy** on the date of signing of this agreement;
- (f) **“daily rate of pay”** means an employee’s weekly rate of pay divided by five (5);

- (g) **“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 the employee’s position other than by reason of the employee being on leave;
 - (h) **“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**;
 - (i) **“double time”** means **two (2)** times the **employee’s hourly rate of pay**;
 - (j) **“employee”** means a person *so* defined by **the Public Service Staff Relations Act** and who is a member **of** the bargaining unit;
 - (k) **“Employer”** means Her Majesty in right **of** Canada **as** represented by the Canada Customs and Revenue Agency (CCRA), **and includes** any person authorized **to** exercise the authority of the Canada **Customs and Revenue Agency**;
 - (l) **“excluded provision”** **means** a provision of this **Agreement** which may **have** no application **at all** to either a particular occupational **group** or to certain employees within a bargaining **unit** and for which **there** are no alternate provisions (disposition **exclude**);
 - (m) **“headquarters area”** has **the same meaning as** given to the expression in the employer’s travel policy;
 - (n) **“hourly rate of pay”** means a full-time employee’s **weekly** rate of **pay** divided by **thirty-seven and one-half (37 1/2)**;
 - (o) **“Institute”** means the Professional Institute **of** the Public Service of Canada;
 - (p) **“lay-off”** means the termination of an **employee’s** employment because **of lack of work** or **because** of the discontinuance of a function;
 - (q) **“leave”** means authorized absence from **duty by an employee** during the employee’s regular or normal hours of work;
 - (r) **“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;
 - (s) **“overtime”** means **work** required by the Employer, to be performed by **the employee in excess** of his daily hours of work;
- ****
- (t) **“spouse”** will, when required, be interpreted to include “common-law partner” except, for **the** purposes of **the Foreign Service Directives**, the definition **of** “spouse” will remain as specified in Directive 2 of the Foreign Service Directives;
 - (u) **“straight-time rate”** means **the** employee’s hourly **rate of pay**;
 - (v) **“time and one-half”** means one and one half (1 1/2) times **the employee’s** hourly **rate of pay**;
 - (w) **“weekly rate of pay”** means an **employee’s** annual rate of pay divided by 52.176.

- 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 an employee's constitutional rights or of any right expressly conferred in an Act of the Parliament of Canada.

ARTICLE 7

PUBLICATIONS AND AUTHORSHIP

Preamble

For the **purpose** of this article, "Publication," shall include, for **example**, scientific and **professional** papers, articles, manuscripts, monographs, audio and visual products, and computer software.

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

7.02 The Employer **agrees** that **publications prepared by** an employee, within the scope of the employee's employment, will be **retained** on **appropriate Agency files** for the normal life of such files. The Employer will not unreasonably withhold permission for publication. At the Employer's discretion, recognition of authorship will be given **where** practicable in **Agency** publications,

7.03 When an **employee** acts **as a sole** or **joint** author or editor of a publication, the authorship or editorship shall normally be acknowledged on such publication.

7.04

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

""ARTICLE 8

HOURS OF WORK

8.01 General

- (a) For the purpose **of** this **Article**, a **week shall consist** of seven (7) consecutive days beginning at **00:01 hours** Monday **and ending at 24:00 hours** **Sunday**. **The day is a twenty-four (24) hour** period commencing **at 00:01 hours**.
- (b) Employees will submit monthly attendance **registers**; only those **hours of** overtime and **absences** need be **specified**.

8.02 Day Work

- (a) The normal workweek 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 clauses 8.02(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.**

Days of Rest

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

Rest periods

- (d) **Where operational requirements permit, the Employer will provide two (2) rest periods of fifteen (15) minutes each per full working day.**

Flexible Hours

- (e) **Upon the request of an employee and the concurrence of the Employer, an employee may work flexible hours on a daily basis so long as the daily hours amount to seven and one-half (7 1/2).**

Sub-clause 8.02 (f) does not apply to employees classified as CS working a Day Work schedule. See alternate provisions at sub-clauses 8.03 (f) and (g).

Compressed Work Week

- (f)
- (i) **Notwithstanding the provisions of this Article, upon request of an employee and the concurrence of the Employer, an employee may complete his weekly hours of employment in a period of other than five (5) full days provided that over a period of fourteen (14), twenty-one (21) or twenty-eight (28) calendar days the employee works an average of thirty-seven and one-half (37 1/2) hours per week. As part of the provisions of this clause, attendance reporting shall be mutually agreed between the employee and the Employer. In every of fourteen (14), twenty-one (21) or twenty-eight (28) day period such an employee shall be granted days of rest on such days that are not scheduled as a normal work day for him.**
- (ii) **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.**

8.03 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**.

- (a) The Employer **will** make every reasonable effort:
 - (i) not to schedule the commencement of a **shift** within **sixteen (16)** hours of the completion of the **employee's** previous shift;
 - (ii) to avoid **excessive** fluctuation in hours of **work**;
and
 - (iii) to grant **days** of rest which **should** be consecutive **but** may be in **separate calendar weeks**.
- (b) The staffing, preparation, posting and administration of shift schedules are the responsibility of the Employer.
- (c) 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**.
- (d) 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,
- (e) 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.

Alternate provisions

Sub-clauses 8.03 (f) and (g) also apply to employees classified as CS working a Day Work schedule.

Variable hours of work

- (f) 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-kaif** (7 1/21) 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.

- (g) 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**,

Terms and Conditions Governing the Administration of Variable Hours

8.04 For employees to whom the **provisions** of clauses 8.02 (f) and 8.03 (f) and (g) **apply**, the provisions **of this Agreement** which **specifies** days shall be converted to hours. Where this Agreement refers to a “**day**,” it shall be **converted to seven** and one-half (7 1/2) hours, except in clause 17.02, Bereavement **Leave With Pay**, where **a day** means **a calendar day**, Whenever **an employee changes** his or her variable hours **or no longer works** variable hours, all appropriate adjustments will be made.

For greater certainty, the following provisions shall be administered as **provided** herein:

– INTERPRETATION AND DEFINITION (ARTICLE 2)

“**Daily rate of pay**” – shall not **apply**.

– OVERTIME (ARTICLE 9)

Compensation shall only be applicable on **a normal** work day **for hours** in **excess** of the employee’s scheduled daily hours of work,

On days of rest, employees shall be compensated for **work performed** in accordance with **the applicable** overtime rate.

– DESIGNATED PAID HOLIDAYS (ARTICLE 12)

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

– TRAVELLING TIME (ARTICLE 13)

On days of rest, employees shall **be** compensated in accordance with the applicable overtime **rate**.

On a normal work day, overtime **compensation** referred to in paragraph 13.01 (b) shall **only** be **applicable** for **hours** in **excess** of **the employee’s** scheduled **daily hours** of **work**

– LEAVE

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

8.05 Shift and Weekend Premiums

(a) Shift Premium

An employee on shift work shall receive a shift premium of two dollars (\$2.00) 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.

(b) Weekend Premium

(i) **Employees shall receive** an additional premium of two dollars (\$2.00) per hour for **work** on a **Saturday** and/or Sunday for **hours** worked as stipulated in sub-clause 8.05(b)(ii) below.

(ii) Weekend premium shall be payable in respect of **all** regularly scheduled hours at straight-time hourly rates **worked** on **Saturday** and/or **Sunday**.

****ARTICLE 9**

OVERTIME

9.01 When an employee is required by the Employer to work overtime, he 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, which is 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.**

9.02 All calculations for overtime shall be **based on each** completed period of fifteen (15j) minutes.

9.03

(a) Except in cases of emergency, call-back, stand-by **or** mutual agreement, the Employer shall whenever possible give at least twelve (12) hours' notice **of** any requirement for the **performance of** overtime,

(b) Subject to the operational requirements, the Employer shall ~~make~~ every reasonable effort to avoid excessive overtime and to offer overtime work on an **equitable** basis among readily available qualified employees.

9.04

(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, which will be calculated **at the applicable premium rate laid down in this** Article. 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 10, Call-Rack, 11, 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.**

(c) **At the request of the employee and subject to the discretion of the Employer, an employee may request to liquidate up to a maximum of seventy-five (75) hours of earned but unused compensatory leave credits.** The granting of such a request is subject to management discretion, **If granted, the employee shall be paid** at the employee's daily **rate of pay** as calculated from the classification prescribed in **the** certificate of appointment of the employee's substantive position on **March 31, of the previous fiscal year,**

9.05 When a payment is **being made as a** result of the application of this Article, the **Employer** will endeavour **to** make such payment **within six (6) weeks** following **the end of the pay period for which the employee requests** payment or, if **payment is required to liquidate** compensatory leave outstanding **at the expiry of the fiscal year,** **the** Employer will endeavour to make **such** payment **within six (6) weeks of** the commencement of the first pay period after **March 31.**

**

9.06 Meal allowance

**

(a) **An employee who works three (3) or more hours of overtime immediately before or immediately following his scheduled hours of work shall be reimbursed for one meal in the amount ten dollars and fifty cents (\$10.50) except where free meals are provided, Reasonable time with pay to be determined by the Employer shall be allowed the employee in order to take a meal either at or adjacent to his place of work.**

**

(b) **When an employee works overtime continuously extending four (4) hours or more beyond the period provided in (a) above, he shall be reimbursed for one additional meal in the amount of ten dollars and fifty cents (\$10.50) except where free meals are provided, 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.**

(c) **Clause 9.06 (a) and (b) shall not apply to an employee who is in travel status which entitles the employee to claim expenses for lodging and/or meals,**

9.07 Reporting Pay

When an employee is required to report for work on a day of rest, 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.**

Exclusion provision

Clause 9.08 applies to employees classified as CS only.

9.08 **When, in a situation involving overtime, employees are required to report to, remain at, or return to work outside their working hours and their 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 10

CALL-BACK

10.01 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:

Clause 10.01 (a) (i) does not apply to employees classified as CS. See alternate provisions.

(a)

- (i) a minimum of **three (3) hours' pay** at the applicable overtime rate, for each call-back to a maximum of eight (8) hours' pay in an eight (8) hour period;

Alternate provision

Clause 10.01 (a) (ii) applies to employees classified as CS only.

- (ii) compensation equivalent to **three (3) hours' pay** at the applicable rate for overtime;

or

- (b) compensation at the applicable overtime rate for each hour worked,

10.02 Overtime earned under clause 10.01 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 clauses 9.04 and 9.05 of Article 9, Overtime.

10.03 Other than when required by the Employer to use a vehicle of the Employer for transportation to a work location other than the employee's normal place of work, time spent by the employee reporting to work or returning to his or her residence shall not constitute time worked.

Alternate provision

Clause 10.04 applies to employees classified as CS only.

10.04 When an employee is called back to work under the conditions described in clause 10.01 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.

ARTICLE 11

STANDBY

11.01 When the Employer requires an employee to be available on standby 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 standby duty.

11.02 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.

11.03 No standby duty payment shall be granted if any employee is unable to report for duty when required.

11.04 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.

11.05 Other than when required by the Employer to use a vehicle of the Employer for transportation to a work location other than an employee's normal place of work, time spent by the employee reporting to work or returning to his or her residence shall not constitute time worked.

11.06 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 clauses 9.04 and 9.05 of Article 9, Overtime.

Alternate provisions

Clauses 11.07 and 11.08 apply to employees classified as CS only,

11.07 When an employee on stand-by duty is called back for work under the conditions described in clause 11.04 and is required to use transportation services other than normal public transportation services, he shall be compensated in accordance with clause 10.04 of this Agreement,

11.08 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 standby duty.

ARTICLE 12

DESIGNATED PAID HOLIDAYS

12.01 Subject to clause 12.02 below, 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 30, 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 above** 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.** **When** a day that is a designated holiday is **so** moved **to a** day on which **the** employee is on **leave** with **pay,** that day shall count as a holiday and not as a day of leave,

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 **above**:

- (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 Compensation for Work on a Paid Holiday

Compensation for work on a paid **holiday** will be in accordance with Article 9, Overtime,

12.06 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 above, the designated paid holiday shall not count as a **day of leave**.

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

12.08 When an **employee is required to report for work** and reports on a designated paid holiday, he shall be paid the greater of:

- (a) compensation at the applicable overtime rate,
or
- (b) coinpenation equivalent to four **(4)hours' pay at his straight time rate of pay.**

ARTICLE 13

TRAVELLING TIME

13.01 When the Employer requires an employee to travel outside **the employee's headquarters area for** the purpose of performing duties, the employee shall be compensated in the following **manner**:

- (a) On a normal working day on which **the employee travels but does not work, the employee shall receive the employee's regular pay for the day.**
- (b) On a normal working day on **which the employee travels and works**, the employee shall be paid:
 - (i) **regular pay** for the day for a combined period of travel **and work not exceeding seven and one-half (7 1/2) hours,**
and

- (ii) **at the applicable overtime** rate for additional travel time in **excess** of a seven and one-half (7 1/2) 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 paid 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,

13.02 For the purpose of clause 13.01 above, the travelling time for **which an employee shall be compensated is as follows:**

- (a) For travel by public transportation, the time between the scheduled time of **departure** and the time of arrival **at** a destination, including the normal travel **time** to the point of **departure**, as determined **by** the Employer.
- (b) For travel by private means of **transportation**, the normal time as determined **by** the Employer, to **proceed** from the **employee's place of residence or** work place, as applicable, direct to the employee's destination **and, upon the** employee's return, direct back to the employee's residence or **work place**,
- (c) In the **event** that an **alternate time of departure and/or means of travel** is requested by the **employee**, the Employer **may authorize** such alternate arrangements **in which case** compensation for travelling time shall **not** exceed that which would have been payable under the Employer's original **determination**,

13.03 All calculations for travelling **time** shall be **based** on each completed period of **fifteen (15) minutes**.

13.04 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 clauses 9.04 and 9.05 of **Article 9**, Overtime.

13.05 This **Article** does not apply to an employee required to **perform** work in any type of transport in which the employee **is** travelling. In such circumstances, the employee **shall** receive **pay for** actual hours **worked** in accordance with the **Articles: Hours of Work, Overtime and Designated Paid Holidays**.

13.06 Travelling time shall include time **necessarily spent at** each **stop-over en route up** to a maximum of **three (3) hours provided** that such stop-over does not include an **overnight stay**.

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

ARTICLE 14

LEAVE – GENERAL

14.01 General

- (a) When an employee becomes subject to this Agreement, his earned daily leave credits shall be converted into hours. When an employee ceases to be subject to this Agreement, his 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 An employee is entitled, once in each fiscal year, to be informed, upon request, of the employee’s balance of vacation or sick leave with pay credits.

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

14.04 An employee shall not be granted two (2) different types of leave with pay in respect of the same period of time.

14.05 An employee is not entitled to leave with pay during periods the employee is on leave without pay or under suspension

14.06 When an employee, who has been granted more vacation or sick leave with pay than has been earned, is laid-off or dies, the employee is considered to have earned the amount of leave with pay that has been granted to that employee,

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

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

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

**““ARTICLE15
VACATION LEAVE**

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

15.02 Accumulation of Vacation Leave Credits

An employee shall earn vacation leave credits for each calendar month during which he receives pay for at least ten (10) days (75 hours) at the following rate:

- (a) **nine decimal three seven five (9.375) hours** until the month in which the anniversary of the employee's seventh (7th) year of service occurs;

For employees classified as PS only:

- (i) **nine decimal three seven five (9.375) hours** until the month in which the anniversary of the employee's first (1st) year of service occurs;
- (ii) **twelve decimal five (12.5) hours** commencing with the month in which the employee's first (1st) anniversary of service occurs;

For employees classified as SE only:

- (iii) **twelve decimal five (12.5) hours** until the month in which the employee's seventeenth (17th) anniversary of service occurs;
- (b) **ten decimal six two five (10.625) hours** commencing with the month in which the employee's seventh (7th) anniversary of service occurs;

For employees classified as LS only:

- (i) **twelve decimal five (12.5) hours** commencing with the month in which the employee's seventh (7th) anniversary of service occurs;
- (c) **twelve decimal five (12.5) hours** commencing with the month in which the employee's eighth (8th) anniversary of service occurs;
- (d) **fourteen decimal four (14.4) hours** commencing with the month in which the employee's seventeenth (17th) anniversary of service occurs;
- (e) **fifteen decimal six seven five (15.675) hours** commencing with the month in which the employee's eighteenth (18th) anniversary of service occurs;
- (f) **seventeen decimal five (17.5) hours** commencing with the month in which the employee's twenty-seventh (27th) anniversary of service occurs;
- (g) **eighteen decimal seven five (18.75) hours** commencing with the month in which the employee's twenty-eighth (28th) anniversary of service occurs;

5.03 For the purpose of clause 15.02 above 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 (1) 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

- (a) Employees are expected to take all their vacation leave during the vacation year in which it is earned.
- (b) In order to maintain operational requirements, the Employer reserves the right to schedule an employee's vacation leave but shall make every reasonable effort:
 - (i) to provide an employee's vacation leave in an amount and at such time as the employee may request;
 - (ii) not to recall an employee to duty after he has proceeded on vacation leave.
- (c) The Employer shall give an employee as much notice as is practicable and reasonable of approval, denial or cancellation of a request for vacation leave. In the case of denial, alteration or cancellation of such leave, the Employer shall give the written reason thereof, upon written request from the employee.

15.06 Replacement of Vacation Leave

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

- (a) is granted bereavement leave,
or
- (b) is granted leave with pay because of illness in the immediate family,
or
- (c) is granted sick leave on production of a medical certificate,
or
- (d) is granted court leave in accordance with clause 17.15,

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

Clauses 15.07 (a), (b) and (c) do not apply to employees classified as AU. See alternate provisions.

15.07 Carry-Over and Liquidation of Vacation Leave

- (a) Where **in any vacation year all of** the vacation leave credited to **an** employee has not been **scheduled, the employee may carry over into the following vacation year up to a maximum of two hundred and sixty two decimal five (262.5) hours credits. All** vacation credits in **excess of two hundred and sixty two decimal five (262.5) hours** will be paid in cash at the **employee's** daily rate of pay, as calculated **from** the classification prescribed in the certificate of **appointment of** his substantive position on the last **day** of the vacation **year,**
- (b) **During** any vacation year, upon application by **the employee and at the discretion of the** Employer, earned but **unused vacation leave credits in excess of one hundred and twelve decimal five (112.5) hours** may be paid in cash at the **employee's** daily rate of pay as calculated **from the classification** prescribed in his **certificate of appointment of** his substantive position on March 31st, of the previous vacation year.
- (c) Notwithstanding **paragraph 15.07 (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 decimal five (262.5) hours of unused vacation leave credits earned during previous years, a minimum of seventy five (75) hours per year shall be granted, scheduled by mutual consent or paid in cash by March 31st of each year, commencing on March 31, 2001 until all vacation leave credits in excess of two hundred and sixty two decimal five (262.5) hours have been liquidated, Payment shall be in one instalment per year, and shall be at the daily rate of pay as calculated from the classification prescribed in the certificate of appointment of his substantive position on March 31st, of the previous vacation year,**

Alternate provisions

Clauses 15.07 (d) and (e) apply to employees classified as AU only.

- (d) Where in **any vacation year an employee** has not been **granted all of the** vacation leave credited to him, the **unused portion of his vacation leave** shall be carried over into the following vacation **year.**
- (e) During any vacation year, upon application by the employee **and at the discretion of the** Employer, earned but unused **vacation leave** credits shall be compensated 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 31st.

15.08 Recall From Vacation Leave

Where, during **any period of vacation 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,

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

15.09 The **employee** shall not be considered as being on vacation leave during **any period** in respect of which **he** is entitled under clause 15.08 **above** to **be** reimbursed for reasonable **expenses** incurred by him.

15.10 Cancellation of Vacation Leave

When the Employer cancels or alters a **period of vacation 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.

15.11 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.

15.12 Leave When Employment Terminates

When an employee **dies** or otherwise ceases to be employed, the employee or the **employee's** estate shall be paid an amount equal to the product obtained by multiplying the number of days of earned but unused vacation 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 employment**.

15.13 Vacation Leave Credits for Severance Pay

Where **the** employee **requests**, the Employer shall **grant** the employee's unused vacation leave credits prior to termination of employment if this will enable the employee, 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**.

15.14 Abandonment

Notwithstanding clause 15.13 above, **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** above, if he requests it within six **(6)** months following the date upon which his employment is terminated.

15.15 Recovery on Termination

In the event of the termination of employment for reasons other than death or **lay-off** the Employer shall recover from any monies owed the **employee**, an **amount equivalent** to unearned vacation **leave** taken by the employee, calculated on the basis of **the** rate of pay applicable to his classification on the date of termination.

15.16 Appointment to a Schedule I Employer

Notwithstanding clause 15.12, an employee who **resigns** to **accept** an appointment with an organization listed in **Schedule I** of the *Public Service Staff Relations Act* may **choose** not to be paid for unused vacation leave credits, provided that the appointing organization **will accept** such credits.

15.17

- (a) Employees shall be credited a **one-time** entitlement of thirty-seven decimal five (37.5) hours of vacation leave with pay on **the first** day of **the** month following the employee's **second** (2nd) anniversary **of service as defined in clause 15.03**.

Transitional provisions

- (b) **Effective the date** of signing, **employees** with more than two (2) years of service as defined in **clause 15.03 shall be credited a one-time** entitlement of thirty-seven decimal five (37.5) hours of vacation leave with pay.
- (c) **The vacation leave** credits provided in clauses 15.17 (a) and (b) above **shall** be excluded from the **application** of clause 15.07 (a), (b) and (c) **dealing** with the **carry-over** and/or liquidation of vacation leave.

***"ARTICLE 16**

SICK LEAVE

16.01 Credits

An **employee** shall e m sick leave **credits** at the rate of nine decimal three seven **five** (9.375) hours **for** each **calendar** month **for** which **the employee** receives **pay for** at least **seventy-five** (75) hours.

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

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

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

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

16.05 Where an employee **has** insufficient or no credits to cover the granting of sick leave with pay under the **provision of** clause **16.02 above**, sick leave with pay may, at the discretion of the Employer, be granted to an **employee** for a period of up to one hundred and eighty-seven decimal five (**187.5**) hours, subject to **the deduction** of such advanced leave from any **sick leave credits** subsequently earned and, in the **event** of termination of employment for other than death or lay-off, the recovery of the **advance from** any monies owed the **employee**.

16.06 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**.

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

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

16.09 The Employer agrees that an employee recommended **for** release from employment pursuant to **Section 51(1)(g)** of the *Canada Customs and Revenue Agency Act* for incapacity by reason of ill health shall not be released at a date earlier than the **date** at which the **employee will** have utilized **the** employee's accumulated **sick leave** credits.

****ARTICLE 17**

OTHER LEAVE WITH OR WITHOUT PAY

17.01 Validation

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 **partner** resident with the **employee**), child (including child of common-law **partner**), stepchild or ward **of the employee**, grandchild, grandparent, father-in-law, mother-in-law, or **any 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 one (1) day's bereavement leave with pay for the purpose related to the death of his son-in-law, daughter-in-law, brother-in-law or sister-in-law.**
- (c) **If, during a period of sick leave, vacation leave or compensatory leave, an employee is bereaved in circumstances under which he would have been eligible for bereavement leave with pay under clauses 17.02(a) and 17.02(b), the employee shall be granted bereavement leave with pay and his paid leave credits shall be restored to the extent of any concurrent bereavement leave with pay granted.**
- (d) **It is recognized by the parties that the circumstances which call for leave in respect of bereavement are based on individual circumstances. On request, the Commissioner may, after considering the particular circumstances involved, grant leave with pay for a period greater than and/or in a manner different than that provided for in clauses 17.02(a) and 17.02(b).**

17.03 Maternity Leave without Pay

- (a) **An employee who becomes pregnant shall, upon request, be granted maternity leave without pay for a period beginning before, an or after the termination date of pregnancy and ending not later than seventeen (17) weeks after the termination date of pregnancy.**
- (b) **Notwithstanding paragraph (a):**
 - (i) **where the employee has not yet proceeded on maternity leave without pay and her newborn child is hospitalized,**
 - or**
 - (ii) **where the employee has proceeded on maternity leave without pay and then returns to work for all or part of the period during which her newborn child is hospitalized,**

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

- (c) **The extension described in paragraph (b) shall end not later than fifty-two (52) weeks after the termination date of pregnancy.**
- (d) **The Employer may require an employee to submit a medical certificate certifying pregnancy.**

- (e) **An employee who has not commenced maternity leave without pay may elect to:**
 - (i) **use earned vacation and compensatory leave credits up to and beyond the date that her pregnancy terminates;**
 - (ii) **use her sick leave credits up to and beyond the date that her pregnancy terminates, subject to the provisions set out in Article 16, Sick Leave With Pay. For purposes of this subparagraph, the terms “illness” or “injury” used in Article 16, Sick Leave With Pay, shall include medical disability related to pregnancy.**
- (f) **An employee shall inform the Employer in writing of her plans for taking leave with and without pay to cover her absence from work due to the pregnancy at least four (4) weeks in advance of the initial date of continuous leave of absence during which termination of pregnancy is expected to occur unless there is a valid reason why the notice cannot be given,**
- (g) **Leave granted under this clause shall be counted for the calculation of “continuous employment” for the purpose of calculating severance pay, and “service” for the purpose of calculating vacation leave. Time spent on such leave shall be counted for pay increment purposes.**

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 paragraph (c) to (j), provided that she:**
 - (i) **has completed six (6) months of continuous employment before the commencement of her maternity leave without pay,**
 - (ii) **provides the Employer with proof that she has applied for and is in receipt of pregnancy benefits pursuant to Section 22 of the *Employment Insurance Act* in respect of insurable employment with the Employer,**
and
 - (iii) **has signed an agreement with the Employer stating that:**
 - (A) **she will return to work on the expiry date of her maternity leave without pay unless the return to work date is modified by the approval of another form of leave;**
 - (B) **following her return to work, as described in section (A), she will work an amount of hours paid at straight-time calculated by multiplying the number of hours in the work week on which her maternity allowance was calculated by the number of weeks for which the allowance was paid;**

(C) **should she fail to return** to work in accordance with **section {A}**, or should she **return to** work but fail to **work** for the total **period** specified in **section (B)**, for **reasons** other than death, 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 **section (B)**, or having become disabled as defined in the *Public Service Superannuation Act*, she will be indebted to the Employer for an amount **determined as** follows:

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

however, an employee whose specified period of employment expired and who is rehired by the CCRA within a **period of five days** or less **is not** indebted for the amount if her new **period of employment** is sufficient to meet the obligations specified in **section (B)**.

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

**

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

**

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

and

**

(ii) **for** each week that the **employee** receives a pregnancy benefit **pursuant to** Section 22 of the *Employment Insurance Act*, **the difference between** the gross weekly amount of the employment **insurance** pregnancy **benefit she** is eligible to receive and ninety-three per cent (**93%**) of **her** weekly **rate of pay** and **any "terminable allowance"**, **less any other monies** earned during this period **which may** result in a decrease in employment insurance benefits to **which she would** have been eligible if no **extra** monies **had** been earned during this **period**.

(d) **At the employee's request, the payment referred to in subparagraph 17.04(c)(i)** will be **estimated** and **advanced** to the **employee**. Adjustments will be made once the employee provides **proof** of receipt of employment insurance **pregnancy** benefits,

(e) **The** maternity allowance to which an employee is entitled is limited to that provided in **paragraph (c)** and an **employee** will not be reimbursed for **any amount** that she **may** be required to **repay** pursuant to the *Employment Insurance Act*.

- (f) The weekly rate of pay referred to in paragraph (c) shall be:
- (i) for a full-time **employee**, the **employee's weekly** rate of **pay** on the day immediately preceding the commencement of maternity leave without pay,
 - (ii) **for an** employee who **has been** employed on a part-time or on a combined full-time and part-time **basis** during the **six (6)** month period preceding the commencement of maternity leave, the rate **obtained** by multiplying the **weekly rate** of **pay** in **subparagraph (i)** by the fraction **obtained** by dividing **the employee's straight time earnings** by **the straight time earnings the employee would have earned working full-time during such period.**

**

- (g) The weekly rate of pay referred to in **paragraph (f)** and any "terminable allowance", shall be the rate to which the employee is entitled for her substantive level to which she is appointed.

**

- (h) Notwithstanding **paragraph (g)**, and subject to subparagraph (f)(ii), if on **the day immediately preceding the** commencement of maternity leave without pay an **employee has** been on an acting assignment for at least **four (4)** months, the **weekly** rate shall be **the rate** and any "terminable allowance" she **was being paid** on that day.
- (i) Where an **employee** becomes eligible **for a pay** increment or **pay revision while in receipt of** the maternity allowance, the allowance shall be **adjusted** accordingly.
- (j) Maternity allowance payments made under the SUB Plan will neither reduce nor increase an employee's deferred remuneration or severance pay.

**

17.05 Special Maternity Allowance for Totally Disabled Employees

- (a) **An employee who:**
- (i) **fails to satisfy** the eligibility requirement specified in subparagraph 17.04(a)(ii) **solely** because a **concurrent** entitlement to benefits under the Disability **Insurance (DI) Plan**, **the Long Term Disability (LTD) insurance portion of the Public Service Management Insurance Plan (PSMIP)** or the *Government Employees Compensation Act* prevents her from receiving employment insurance **pregnancy** benefits,
- and**
- (ii) **has satisfied all** of the other eligibility criteria specified in **paragraph 17.04(a)**, other than those specified in sections (A) and (B) of **subparagraph 17.04(a)(iii)**,

**

shall be paid, in respect of each week of maternity allowance not received for **the reason** described in **subparagraph (i)**, the **difference** between ninety-three per cent (93%) of her **weekly rate** of pay and any "terminable allowance" 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 *Employment Insurance Act* had she not been disqualified from Employment insurance pregnancy benefits for the **reasons** described in subparagraph (a)(i).

17.06 Parental Leave Without Pay

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

- (c) Notwithstanding **paragraphs (a) and (b)**:

(i) **where the** employee's child is hospitalized within the period **defined in the above paragraphs**, and the **employee** has not **yet proceeded** an **parental leave** without **pay**,

or

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

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

- (d) **An employee who** intends to request parental leave without pay shall notify the Employer at **least four (4) weeks** in advance of the expected **leave pursuant** to paragraphs (a) and (b) above.
- (e) The **Employer may**:
- (i) defer the **commencement of** parental leave without pay at the request of **the** employee;
- (ii) grant the employee parental leave without **pay** with less than four (**4**) weeks' notice;
- (iii) require **an employee** to submit a birth certificate or proof of adoption of the child.

- (f) Parental leave without pay taken by a couple employed with the CCRA shall not **exceed** a total of thirty-seven (37) weeks for both individuals combined.
- (g) **Leave** granted under this **clause** shall count for the calculation of “continuous employment” for the purpose of calculating **severance** pay and “service” **for the purpose** of **calculating** vacation leave, Time spent on such **leave** shall count for **pay** increment **purposes**.

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 paragraphs (c) to (i), providing he:

- (i) has completed **six (6) months** of continuous employment before the commencement of parental **leave** without **pay**,
- (ii) provides the Employer **with proof** that he has applied for and is **in receipt** of parental benefits pursuant to Section **23** of the *Employment Insurance Act* in **respect of insurable** employment with the Employer,

and

- (iii) has signed **an** agreement **with** the Employer stating that:
 - (A) the employee will return to work **on** the **expiry** date of his/her parental leave without **pay**, **unless** the return to work date **is modified by the approval of** another form of **leave**;
 - (B) **Following** his 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** he fail **to** return **to** work in accordance with section (A) or **should** he return to work **but** fail to work **the** total period specified in section (B), for **reasons** other than death, 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 section (B), **or having** become **disabled as** defined in the *Public Service Superannuation Act*, he **will** be indebted to the **Employer** for **an amount** determined as follows:

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

however, an employee **whose** specified **period** of employment **expired** and **who is rehired by the** CCRA within a period of **five (5) days or less** is not indebted **for** the amount if **his new period** of employment is sufficient to meet **the obligations specified in** section (B).

- (b) For the purpose of sections (a)(iii)(B), and (C), periods of leave with pay shall count as time worked. Periods of leave without pay during the employee's return to work will not be counted as ~~time~~ worked but shall interrupt the period referred to in section (a)(iii)(B), without activating the recovery provisions described in section (a)(iii)(C).
- (c) Parental Allowance payments made in accordance with the SUB Plan will consist of the following:
- ****
- (i) where an employee is subject to a waiting period of two (2) weeks before receiving employment insurance parental benefits, ninety-three per cent (93%) of his/her weekly rate of pay and any "terminable allowance" for each week of the waiting period, less any other monies earned during this period;
- ****
- (ii) other than as provided in subparagraph (iii) below, for each week in respect of which the employee receives parental benefits pursuant to Section 23 of the Employment Insurance Act, the difference between the gross weekly amount of the employment insurance parental benefits he is eligible to receive and ninety-three per cent (93%) of his weekly rate of pay and any "terminable allowance" less any other monies earned during this period which may result in a decrease in Employment Insurance benefits to which he would have been eligible if no extra monies had been earned during this period;
- (iii) where the employee becomes entitled to an extension of parental benefits pursuant to Subsection 12(7) of the *Employment Insurance Act*, the parental allowance payable under the SUB Plan described in subparagraph (ii) will be extended by the number of weeks of extended benefits which the employee receives under Subsection 12(7) of the *Employment Insurance Act*.
- (d) At the employee's request, the payment referred to in subparagraph 17.07(c)(i) will be estimated and advanced to the employee, Adjustments will be made once the employee provides proof of receipt of EI parental benefits,
- (e) The parental allowance to which an employee is entitled is limited to that provided in paragraph (c) and an employee will not be reimbursed for any amount that he is required to repay pursuant to the *Employment Insurance Act*.
- (f) The weekly rate of pay referred to in paragraph (c) shall be:
- (i) for a full-time employee, the employee's weekly rate of pay on the day immediately preceding the commencement of maternity or parental leave without pay;
- (ii) for an employee who has been employed on a part-time or on a combined full time and part-time basis during the six (6) month period preceding the commencement of maternity or parental leave without pay, the rate obtained by multiplying the weekly rate of pay in subparagraph (i) by the fraction obtained by dividing the employee's straight time earnings by the straight time earnings the employee would have earned working full time during such period,

**

- (g) The weekly rate of pay referred to in paragraph (f) and any “terminable allowance” shall be the rate to which the employee is entitled for the substantive level to which he is appointed.

**

- (h) Notwithstanding paragraph (g), and subject to subparagraph (f)(ii), if on the day immediately preceding the commencement of parental leave without pay an employee is performing an acting assignment for at least four (4) months, the weekly rate shall be the rate and any “terminable allowance” the employee was being paid on that day.

- (i) Where an employee becomes eligible for a pay increment or pay revision while in receipt of parental allowance, the allowance shall be adjusted accordingly.

- (j) Parental allowance payments made under the SUB Plan will neither reduce nor increase an employee’s deferred remuneration or severance pay.

**

17.08 Special Parental Allowance for Totally Disabled Employees

- (a) An employee who:

- (i) fails to satisfy the eligibility requirement specified in subparagraph 17.07(a)(ii) solely because a concurrent entitlement to benefits under the Disability Insurance (DI) Plan, the Long-term Disability (LTD) insurance portion of the Public Service Management Insurance Plan (PSMIP) or via the *Government Employees Compensation Act* prevents the employee from receiving employment insurance parental benefits,

and

- (ii) has satisfied all of the other eligibility criteria specified in paragraph 17.07(a), other than those specified in sections (A) and (B) of subparagraph 17.07(a)(iii),

**

shall be paid, in respect of each week of benefits under the parental allowance not received for the reason described in subparagraph (i), the difference between ninety-three per cent (93%) of the employee’s rate of pay and the “terminable allowance” and the gross amount of his 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 *Employment Insurance Act*, had the employee not been disqualified from employment insurance parental benefits for the reasons described in subparagraph (a)(i).

**

17.09 Medical appointment for pregnant employees

- (a) Up to three decimal seven five (3.75) hours of reasonable time off with pay will be granted to pregnant employees for the purpose of attending routine medical appointments.

- (b) 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.

17.10 Maternity-related reassignment or leave

- (a) 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 fetus or child,
- (b) An employee's request under clause (a) 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.
- (c) An employee who has made a request under clause (a) 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:
- (i) modifies her job functions or reassigns her,
 - or
 - (ii) informs her in writing that it is not reasonably practicable to modify her job functions or reassign her.
- (d) Where reasonably practicable, the Employer shall modify the employee's job functions or reassign her.
- (e) 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.
- (f) 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.

17.11 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** the **employee's total period** of employment in **the Public Service**. Leave without **pay granted** under **this clause** may not be **used in** combination with maternity or **parental** leave without the consent of the **Employer**.
- (d) Leave 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**.

17.12 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.

17.13 Leave With Pay for Family-Related Responsibilities

- (a) For the **purpose** of this **clause, family** is defined as spouse {or **common-law partner** resident with the employee), children (including foster children or children of **spouse or common-law partner**), parents (including **stepparents 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 family members **to minimize or preclude his absence from work**; however, when alternate **arrangements** are not possible **an employee shall be granted** leave **for** a medical **or dental** appointment when the 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) 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 alternate care **arrangements where** the illness is **of a longer** duration;
 - (iii) leave for needs directly related to *the* birth or to the **adoption of** the employee's child.
- (c) **The total leave with pay which may be granted under** sub-clauses 17.13(b)(i), (ii) and (iii) shall not exceed thirty-seven decimal five **(37.5)** hours in a fiscal year,

17.14 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 partner** resident with the **employee**), children (including **foster children** or children **of spouse** or **common law** partner), **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 leave** without pay **granted** under this **clause, for a period** of time **of** three months **or less, shall be counted for pay increment purposes**.

17.15 Court Leave With Pay

The Employer shall grant leave with pay to an employee for the period **of time** the **employee** 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 the employee's position;
 - (iv) before a legislative council, legislative assembly or house of assembly, or any committee thereof that is authorized by law to compel the attendance of witnesses before it;
- or
- (v) before an arbitrator or umpire or a person or body of persons authorized by law to make an inquiry and to compel the attendance of witnesses before it.

17.16 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 a personnel selection process at the CCRA, the employee is entitled to leave with pay for the period during which the employee's presence is required for purposes of the selection process, and for such further period as the Employer considers reasonable for the employee to travel to and from the place where the employee's presence is so required. This clause applies equally in respect of the personnel selection processes related to deployment.

17.17 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 Worker's Compensation Board that the employee is unable to perform the employee's duties because of:

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

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

17.18 Examination Leave

Leave with pay to take examinations or defend dissertations may be granted by the Employer to an employee who is not on education leave, 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 the employee's qualifications.

17.19 Religious Obligations

- (a) The **Employer shall make every** reasonable effort to **accommodate an** employee who requests time off to fulfill **his** religious obligations.
- (b) **Employees may**, in accordance with the provisions of this Agreement, request annual leave, compensatory leave or leave without pay for other reasons in order to fulfill **their** religious obligations.
- (c) Notwithstanding clause 17.19(b), 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** 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,
- (d) **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.

17.20 Pre-retirement leave

The Employer will provide thirty-seven decimal five (37.5) hours of paid leave per year, up to a maximum of one hundred and eighty-seven decimal five (187.5) hours, to employees fifty-five (55) years old and over with a minimum of thirty (30) years of service,

17.21 Personal Leave

- (a) Subject to operational requirements as determined by the Employer and with an advance notice of at least five (5) working days, the employee shall be granted, in each fiscal year, seven decimal five (7.5) hours of leave with pay for reasons of a personal nature,
- (b) The leave will be scheduled at times convenient to both the employee and the Employer. Nevertheless, the Employer shall make every reasonable effort to grant the leaves at such times as the employee may request,

17.22 Volunteer Leave

- (a) Subject to operational requirements as determined by the Employer and with an advance notice of at least five (5) working days, the employee shall be granted, in each fiscal year, seven decimal five (7.5) hours of leave with pay to work as a volunteer for a charitable or community organization or activity, other than for activities related to the Government of Canada Workplace Charitable Campaign;
- (b) The leave will be scheduled at times convenient both to the employee and the Employer. Nevertheless, the Employer shall make every reasonable effort to grant the leaves at such times as the employee may request,

17.23 Leave With or Without Pay for Other Reasons

At its discretion, the Employer may grant:

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

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 Without Pay

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.

- (a) An employee on education leave without pay under this **clause shall receive an allowance in lieu of salary of up to one hundred per cent (100%) of his basic salary.** The **percentage** of the allowance is at the discretion **of the Employer.** 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.**
- (b) 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.**
- (c) **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 constraints,
- (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 Articles 9, Overtime, **and 13, Travelling Time**, in **respect** of hours the employee is in attendance at, or travelling to or from a conference or convention under the provisions of this **clause, except as provided by paragraph (d)**.

18.04 Professional Development

- (a) The **parties to this Agreement** share a **desire to improve** professional standards by giving the employees the opportunity **on** occasion:
 - (i) **to participate** in workshops, short courses or similar out-service **programs to keep up to date** with knowledge and skills in their respective fields,
 - (ii) **to conduct** research or perform work related to their normal research programs in institutions or **locations** other than **those** of the Employer,or
 - (iii) **to 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) above.
- (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 an **employee** is selected by the Employer 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 9, 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 Selection Criteria

- (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) All **applications** for **leave** under clauses 18.02 **through** 18.04 **will be** reviewed by the Employer. A list of the names **of the** applicants **to whom** the **Employer grants leave** under **clauses 18.02 through 18.04** will be provided to the Institute representative on the **Agency Career Development Consultation** Committee.

18.06 Agency Career Development Consultation Committee

- (a) The **parties** to this Collective Agreement **acknowledge** the **mutual** benefits to be **derived** from consultation on career **development**. **To** this effect the parties **agree** that such consultation will be held through the existing Joint Consultation Committee **or through** the creation of **an** Agency Career Development Consultation Committee. A consultation committee as determined by the parties, **may be** established at the local, regional **or** national **level**.
- (b) The Agency Consultation Committee shall **be composed** of mutually agreeable numbers of Institute representatives and Employer **representatives who** shall meet at **mutually** satisfactory times. Committee meetings shall normally be **held on the Employer's premises during working** hours.
- (c) **Employees** forming the continuing membership of the **Agency** 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.
- (d) The Employer **recognizes** the use **of such** committees for the **purpose** of providing information, **discussing the** application of **policy**, promoting understanding **and reviewing problems**.

- (e) It is **understood that** no commitment may be made by either party on a subject that is not within **its authority** or jurisdiction, nor **shall any** commitment made **be construed as** to alter, amend, add to or modify **the terms** of this **Agreement**,

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**, 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 three **hundred** and **sixty-five** (365).
- (ii) **On** second or **subsequent** lay-off, one (1) **week's pay** for each complete year of continuous employment and, in the case of a **partial year of** continuous employment, one (1) **week's pay** multiplied by the number of days of continuous **employment** divided by **three** hundred and **sixty-five** (365), **less any period** in respect of which he **was** granted severance **pay** under **clause 19.01(a)(i)**.

(b) **Resignation**

On resignation, subject to **clause 19.01(d)** and with ten (10) or **more** years of continuous **employment**, one-half (1/2) **week's pay** for each complete year of continuous employment up to **a maximum** of **twenty-six** (26) years with a maximum **benefit** of thirteen (13) weeks' pay,

(c) **Rejection on Probation**

On rejection on probation, when **an employee** has completed **more than** one (1) year of continuous employment and ceases to be employed by **reason** of rejection during a probationary **period**, one (1) **week's pay** for each complete **year** of continuous employment with **a maximum** benefit of **twenty-seven** (27) weeks' pay.

(d) **Retirement**

On retirement, when **an employee** is entitled to an immediate annuity or to an immediate annual allowance under the Public Service *Superannuation Act*, a **severance** payment in respect of the **employee's complete period** of continuous employment, **comprised** of one (1) **week's pay** for each complete **year** of continuous employment and, in the **case of a partial year of** continuous **employment**, one (1) **week's pay** multiplied by the number of days of continuous employment divided by 365, to **a maximum** of thirty (30) weeks' pay.

(e) **Death**

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

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

- (i) When an employee has completed more than one (1) year **of continuous employment** and ceases to be **employed by reason** of termination for cause for reasons of incapacity, pursuant to 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 Severance benefits **payable to an employee** under this Article **shall be reduced by any period** of continuous employment in respect of which the employee was already granted any type of termination benefit by the **Public Service, a Federal Crown Corporation, the Canadian Forces or the Royal Canadian Mounted Police**. 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 prescribed in his certificate of appointment, immediately prior to the **termination** of his employment.

19.04 Appointment To a Schedule I Employer

Notwithstanding **subclause 19.01(b) above**, 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 provided **with** a complete and current statement of the duties **and** responsibilities of his position, including the classification level and, where applicable, the **point** rating **allotted** by factor to his position, and an organization chart **depicting** the position's place in the organization.

ARTICLE 21

REGISTRATION FEES

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

ARTICLE 22

PROFESSIONAL ACCOUNTING ASSOCIATION ANNUAL MEMBERSHIP FEE

This Article applies to employees classified as AU, CO and FI only.

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

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

ARTICLE 23

TECHNOLOGICAL CHANGE

23.01 The parties have **agreed** that in **cases** where, **as** a result **of** technological change, **the services** of an employee **me 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 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 when it will result in significant **changes in the** employment status or **working** conditions **of the employees**,

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;
- (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 appropriate 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 of **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 without loss of pay and at no cost to the employee,

ARTICLE 24

SAFETY AND HEALTH

24.01 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 or occupational illness.

Clause 24.02 applies to employees classified as CS only.

24.02 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 25

RECOGNITION

25.01 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 December 12, 2001, covering employees of the Audit, Financial and Scientific bargaining unit currently classified in accordance with the following classification standards:

- Actuarial Science (AC)
- Auditing (AU)
- Chemistry (CH)
- Commerce (CO)
- **Computer Systems (CS)**
- Economists, Sociologists and Statisticians (ES)
- Education (ED)
- **Engineering and Land Survey (EN)**
- Financial Management (FI)
- Library Science (LS)
- Management Group (MG-AFS)
- Physical Sciences (PC)
- Psychology (PS)
- **Scientific Research (SE)**
- **Social Science Support (SI)**

25.02 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 26

CHECK-OFF

26.01 The Employer will as a condition of employment deduct an amount equal to the amount of the membership dues from the monthly pay of all employees in the bargaining unit. Where an employee does not have sufficient earnings in respect of any month to permit deductions under this Article the Employer shall not be obligated to make such deductions for that month from subsequent salary.

26.02 The Institute shall inform the Employer in writing of the authorized monthly deduction to be checked off for each employee defined in clause 26.01.

26.03 For the purpose of applying clause 26.01 above, 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.

26.04 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.

26.05 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 monies deducted by the Employer from the pay of employees in the bargaining unit.

26.06 The amounts deducted in accordance with clause 26.01 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 the employee's behalf.

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

26.08 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.

26.09 When it is mutually acknowledged that an error has been committed, the Employer shall endeavour to correct such error within the two (2) pay periods following the acknowledgement of error,

ARTICLE 27

USE OF EMPLOYER FACILITIES

27.01 Reasonable space on bulletin boards including electronic bulletin boards where available, in convenient locations will be made available to the Institute for the posting of official Institute notices. The Institute shall endeavour to avoid requests for posting of notices that the Employer, acting reasonably, could consider adverse to its interests or to the interests of any of its representatives. Posting of notices or other materials shall require the prior approval of the Employer, except notices of meetings of their members and elections, the names of Institute representatives, and social and recreational events. Such approval shall not be unreasonably withheld.

27.02 The Employer will also 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.

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

27.04 The Institute shall provide the Employer, a list of such Institute representatives and shall advise promptly of any change made to the list.

ARTICLE 28

INFORMATION

28.01 The Employer agrees to supply 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.

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

28.03 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 29

EMPLOYEE REPRESENTATIVES

29.01 The Employer acknowledges the right of the Institute to appoint or otherwise select employees as representatives.

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

29.03 The Institute shall notify **the** Employer in writing of the name **and** jurisdiction of its representatives identified pursuant to **clause 29.02**.

29.04 A representative shall obtain the permission **of** his immediate supervisor before **leaving his work** to investigate employee complaints of an urgent nature, to meet with local management for the **purpose** of dealing with grievances **and** to attend **meetings called by** management, Such **permission** shall not be unreasonably withheld. Where practicable, the representative shall report back to his supervisor before resuming his normal duties.

29.05 The Institute shall have the opportunity to have an employee representative introduced to new employees as **part** of the Employer's formal orientation **programs**, where they **exist**,

ARTICLE 30

LEAVE FOR STAFF RELATIONS MATTERS

30.01 Public Service Staff Relations Board Hearings

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**,

30.02 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.

30.03 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.

30.04 Arbitration Board, Conciliation Board Hearings and Alternative Dispute Resolution Process

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 an Alternative Dispute Resolution Process.

30.05 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 an Alternative Dispute Resolution Process and, where **operational** requirements permit, leave with pay to an **employee called as a witness** by the institute.

30.06 Adjudication

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

- (a) a party to an adjudication,
or
- (b) **the representative of an employee** who is a **party to** an adjudication,
or
- (c) a witness called by an employee **who** is party to an adjudication,

30.07 Meetings During the Grievance Process

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,

and
- (c) when mutually agreed by the **parties, in cases** where **more than one employee** has grieved on the same subject and all grievors are represented by the Institute, that **one meeting will serve** the interests **of all grievors**.

30.08 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**,

30.09 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**.

30.10 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.

30.11 Preparatory Contract Negotiations Meetings

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

30.12 Meetings Between the Institute and Management

Where operational requirements permit, **the Employer will grant leave with pay to an employee** to attend meetings with management **on** behalf of the institute.

30.13 Institute Executive Council Meetings and Conventions

Where operational requirements permit, the Employer will grant leave without pay **to employees to** attend meetings **and conventions** provided in **the Constitution and By-laws of** the Institute.

30.14 Employee Representatives' Training Courses

- (a) **Where** operational requirements permit, the Employer will grant leave without pay to **employees** appointed **as Employee representatives** by **the Institute**, to **undertake** training **sponsored by the Institute** related to the duties of an Employee representative.
- (b) **Where** operational **requirements** permit, the Employer will grant **leave** with **pay** to employees **appointed as Employee** representatives by **the Institute**, to **attend** training sessions concerning **Employer-employee** relations sponsored by the Employer.

This clause applies to employees classified as CS only.

30.15 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 31

JOB SECURITY

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

ARTICLE 32

CONTRACTING OUT

32.01 **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 33

INTERPRETATION OF AGREEMENT

33.01 **The parties agree** that, in the event of a dispute arising out of the interpretation of a **clause** or Article in **this** Agreement, it **is** desirable that the parties should meet within a reasonable time and seek to resolve the **problem**. This Article does not prevent employees from availing themselves of **the** grievance procedure provided in **this Agreement**.

ARTICLE 34

GRIEVANCE PROCEDURE

34.01 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 34.08, gives notice that the employee 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.

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

- (a) forward the grievance to the representative of the Employer authorized to deal with grievances at the appropriate level,
and
- (b) provide the employee with a receipt stating the date on which the grievance was received by the immediate supervisor or local officer-in-charge.

34.03 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.

34.04 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 34.02, 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, the employee is not entitled to present the grievance unless the employee has the approval of and is represented by the Institute.

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

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

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

34.06 The Employer shall designate a representative at each level in the grievance procedure and shall inform each employee to whom the procedure applies of the name or title of the person so designated together with the name or title and address of the immediate supervisor or local officer-in-charge to whom a grievance is to be presented,

This information shall be communicated to employees by means of notices posted by the Employer in places where such notices are most likely to come to the attention of the employees to whom the grievance procedure applies, or otherwise as determined by agreement between the Employer and the Institute.

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

34.08 An employee may present a grievance to the First level of the procedure in the manner prescribed in clause 34.02 above, not later than the twenty-fifth (25th) day after the date on which the employee is notified orally or in writing or on which the employee first becomes aware of the action or circumstances giving rise to the grievance.

34.09 An employee may present a grievance at each succeeding level in the grievance procedure beyond the first level either:

- (a) where the decision or settlement is not satisfactory to the employee, within ten (10) days after that decision or settlement has been conveyed in writing to the employee by the Employer,
- or
- (b) where the Employer has not conveyed a decision to the employee within the time prescribed in clause 34.10, within fifteen (15) days after the employee presented the grievance at the previous level.

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

34.11 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 level of the grievance procedure at the same time that the Employer's decision is conveyed to the employee.

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

34.13 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.

34.14 Where the **provisions** of clause 34.02 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 level on the date on which the letter** containing the reply is postmarked, but the **time limit within which the grievor may present the grievance at the next higher level shall be calculated from the date on which the Employer's reply was delivered to the address shown on the grievance form.**

34.15 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 34.17.**

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

34.17 Where the Employer demotes or terminates an employee for cause pursuant to paragraph 51(1)(f) or (g) of the *Canada Customs and Revenue Agency Act*, the grievance procedure set forth in this Agreement shall apply, **except that:**

(a) the grievance may be presented at the **final level** only,

and

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

34.18 An employee may, by written notice to the **employee's immediate supervisor or officer-in-charge**, abandon a grievance.

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

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

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

(a) the interpretation or application in respect of 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 **the employee's grievance has** not been dealt with to his satisfaction, **the employee** may refer the **grievance to** adjudication in accordance with the provisions of the *Public Service Staff Relations Act* and *Regulations*.

34.22 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 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 35

(RESERVED FOR FUTURE USE)

ARTICLE 36

JOINT CONSULTATION

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

36.02 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**.

36.03 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.

36.04 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.

36.05 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.

36.06 Joint Consultation Committees **are** prohibited from agreeing **to** items that **would** alter **any** provision of this Collective Agreement.

ARTICLE 37

STANDARDS OF DISCIPLINE

37.01 Where written standards of discipline are **developed** or amended, **the** Employer **agrees** to **supply** sufficient information **on** the standards of discipline to **each** employee and to the Institute.

37.02 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.

37.03 **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.

37.04 When an employee is suspended from duty, the **Employer undertakes** to notify the **employee** in writing **of** the reason for **such** suspension. **The** Employer shall endeavour to **give** such notification at the **time of** suspension.

37.05 The Employer shall notify the local representative of the Institute that **such** suspension **has** occurred.

37.06 The Employer agrees not to introduce as evidence in **a hearing relating** to disciplinary action **any** document concerning the **conduct or performance** of **an employee** the **existence** of which the **employee** was **not aware** at the time of filing or within a **reasonable** time thereafter.

37.07 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.

ARTICLE 38

LABOUR DISPUTES

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

****ARTICLE 39**

PART-TIME EMPLOYEES

39.01 Definition

“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*.

39.02 General

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,**

39.03 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 anyone day, provided that over a period of fourteen (14), twenty-one (21), or twenty-eight (28) calendar days, the part-time employee works an average of his scheduled weekly hours of work. As part of the provisions of this clause, attendance reporting shall be mutually agreed between the employee and the Employer.

39.04 The days of rest provisions of this Collective Agreement apply only in a week when a part-time employee has worked five (5) days in a week,

39.05 Leave will only be provided:

(a) during those periods in which employees are scheduled to perform their duties;

or

(b) where it may displace other leave as prescribed by this Agreement.

39.06 Designated Holidays

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

39.07 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 at time and one-half (1 1/2) of the straight-time rate of pay for all hours worked up to the regular daily scheduled hours of work and double (2T) thereafter.

39.08 Overtime

- (a) In the case of a part-time employee, "Overtime" means authorized work performed in **excess** of the seven and one-half (7 1/2) hours a day or thirty-seven **and** one-half (37 1/2) hours **a week**, but does not include time worked on a holiday.
- (b) In the **case** of a part-time employee whose hours of work are scheduled in **accordance** with clause 39.03 above, overtime means **authorized work performed in excess of the part-time employee's daily scheduled hours of work**, but does not include time worked on a holiday,

39.09 Subject to 39.08, a part-time employee who is required to work overtime shall be paid **overtime** as specified in Article 9 of this **Agreement**,

Clause 39.10 does not apply to employees classified as CS.

39.10 Call-Back

When a part-time employee meets the requirements to receive call-back pay in accordance with Article 10 and is **entitled to receive the minimum** payment rather than pay for actual time worked, the part-time employee shall be paid a minimum payment of four (4) hours **pay** at the **straight-time** rate.

39.11 Reporting Pay

Subject to 39.04, when a **part-time** employee meets the requirements to receive reporting pay on a day of rest, in accordance with the reporting pay provision of this Agreement, **and** is entitled to receive a minimum payment rather than pay for actual time **worked**, the part-time employee shall be paid a minimum **payment** of four (4) hours **pay** at the straight-time rate of pay.

39.12 Bereavement Leave

Notwithstanding clause 39.02, there shall be no prorating **of** a "day" in clause 17.02 – Bereavement Leave With Pay.

39.13 Vacation Leave

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

- (a) when the entitlement is nine decimal three seven five (9.375) hours a month, **.250** multiplied by the number of hours **in** the employee's **workweek** per month;
- (b) when the entitlement is ten **decimal** six two **five (10.625) hours** a month, **.282** multiplied by the number of hours in **the** employee's workweek per month;
- (c) when the entitlement is twelve decimal **five (12.5) hours** a month, **.333** multiplied by **the** number of hours in the employee's workweek per month;

- (d) **when** the entitlement is fourteen decimal four (14.4) hours a month, .383 multiplied by **the number of hours in the employee's workweek per month**;
- (e) when the entitlement is fifteen decimal six seven five (15.675) hours a month, .417 multiplied by the number of hours in the employee's **workweek per month**;
- (f) **when** the entitlement is seventeen decimal five (17.5) hours a month, .466 multiplied by the number of hours in the employee's workweek per month;
- (g) when the entitlement is eighteen **decimal seven five zero** (18.750) hours a month, .500 multiplied by the number of **hours** in the employee's workweek per month;

39.14 Sick Leave

A part-time employee shall earn sick leave credits at the rate of **one-quarter (1/4)** of the number of hours **in an employee's normal 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**.

39.15 Vacation and Sick Leave Administration

- (a) **For the purposes** of administration of **clauses 39.13 and 39.14** of this Article, 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.

39.16 Severance Pay

Notwithstanding the provisions of Article 19, Severance Pay, where the period of continuous employment in respect of which a **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.

39.17 The weekly rate of pay referred to in **clause 39.16 above shall be the weekly rate of pay** to which **the employee is entitled** for the classification prescribed in the employee's certificate of appointment, immediately prior to the **termination of** employment.

ARTICLE 40

EMPLOYEE PERFORMANCE REVIEW AND EMPLOYEE FILES

40.01 For the purpose of this Article,

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

40.02 Prior to an **employee** performance review the employee shall be given:

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

40.03

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

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

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

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

40.05 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.**

40.06 in the absence of a Management initiated annual performance appraisal, one shall be provided at the employee's request,

ARTICLE 41

EMPLOYMENT REFERENCES

41.01 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.

41.02 Personal references requested by a prospective employer outside the Public Service will not be provided without the written consent of the employee,

ARTICLE 42

SEXUAL HARASSMENT

42.01 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.

42.02

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

ARTICLE 43

NO DISCRIMINATION

43.01 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, conviction for which a pardon has been granted, or membership or activity in the Institute.

43.02

- (a) Any level in the grievance procedure shall be waived if a person hearing the grievance is the subject of the complaint.
- (b) If by reason of paragraph 43.02(a) a level in the grievance procedure is waived, no other level shall be waived except by mutual agreement.

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

ARTICLE 44

IMMUNIZATION

44.01 The Employer shall provide the employee with immunization against communicable diseases where there is a risk of incurring such diseases in the performance of the employee's duties.

****ARTICLE 45**

PAY ADMINISTRATION

45.01 Except as provided in clauses 45.01 to 45.08 inclusive and the Notes to Appendix "A" of this Agreement, 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 the employee is appointed, if the classification coincides with that prescribed in the employee's certificate of appointment,

or

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

45.03 The rates of pay set forth in Appendix "A" shall become effective on the date specified therein.

45.04 Pay Administration

When two or more of the following actions occur on the same date, namely appointment, pay increment, pay revision, the employee's rate of pay shall be calculated in the following sequence:

(a) the employee shall receive his pay increment;

(b) the employee's rate of pay shall be revised;

(c) the employee's rate of pay on appointment shall be established in accordance with this Agreement.

**

45.05 Rates of Pay

**

- (a) Where the rates of pay set forth in Appendix "A" have an effective date prior to the date of signing of the collective agreement, the following shall apply:
- (i) "retroactive period" for the purpose of subparagraphs (ii) to (v) means the period from the effective date of the revision up to and including the day before the collective agreement is signed or when an arbitral award is rendered therefore;
 - (ii) a retroactive upward revision in rates of pay shall apply to employees, former employees or in the case of death, the estates of former employees who were employees in the bargaining group during the retroactive period;
 - (iii) for initial appointments made during the retroactive period, the rate of pay selected in the revised rates of pay is the rate which is shown immediately below the rate of pay being received prior to the revision;
 - (iv) for promotions, demotions, deployments, transfers or acting situations effective during the retroactive period, the rate of pay shall be recalculated, in accordance with the *Public Service Terms and Conditions of Employment Regulations*, using the revised rates of pay. If the recalculated rate of pay is less than the rate of pay the employee was previously receiving, the revised rate of pay shall be the rate, which is nearest to, but not less than the rate of pay being received prior to the revision. However, where the recalculated rate is at a lower step in the range, the new rate shall be the rate of pay shown immediately below the rate of pay being received prior to the revision;
 - (v) no payment or no notification shall be made pursuant to clause 45.05 for one dollar (\$1.00) or less.

45.06 This Article is subject to the Memorandum of Understanding signed by the Treasury Board Secretariat and the Professional Institute of the Public Service of Canada dated July 21, 1982 in respect of red-circled employees.

45.07 Acting Pay

When an employee is required by the Employer to substantially perform the duties of a higher classification level on an acting basis for three (3) consecutive working days, the employee shall be paid acting pay calculated from the date on which he commenced to act as if he had been appointed to that 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 the purpose of the qualifying period,

45.08 Performance Bonus – Management Group

- (a) **At the discretion of the Employer, employees who perform Management Group (MG) duties during the annual performance 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 employee's salary of his/her substantive position on the last day of the annual performance review period,**
- (b) **The lump-sum performance bonus awarded to employees under this clause shall not form part of salary,**

ARTICLE 46

RESTRICTION ON OUTSIDE EMPLOYMENT

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

ARTICLE 47

AGREEMENT RE-OPENER

47.01 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 calendar month after receipt of such notice.

****ARTICLE 48**

DURATION

48.01 The duration of this Collective Agreement shall be from the date it is signed to December 21, 2007.

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

SIGNED AT OTTAWA, this 22nd day of the month of August, 2005.

**THE CANADA CUSTOMS AND
REVENUE AGENCY**



Lysanne M. Gauvin




Claude P. Tremblay



Bill Fulton



Tim Gahagan



Art Gowling



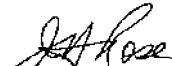
Phred Hughes



Robert Labelle



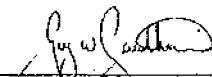
David E. Niven



John H. Rose



Peter Cernie



Greg Gauthier

**THE PROFESSIONAL INSTITUTE
OF THE PUBLIC SERVICE OF
CANADA**



Michèle Demers



Claude Asselin



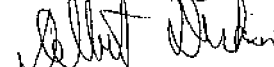
Réal Lamarche



Norm Barnoff



Gilbert Bégin



Del Dickson


Ted Dunstan



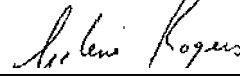
Dave King



Paul Pilon



Eldon Pratt



Hélène Rogers


THE CANADA CUSTOMS AND
REVENUE AGENCY



Anne Ross

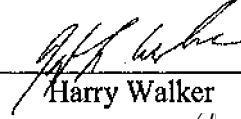


Terry Findlay



Natalie Atherton

THE PROFESSIONAL INSTITUTE
OF THE PUBLIC SERVICE OF
CANADA



Harry Walker




Marilyn White



Barrie Wickware



Bob Luce



Richard Bellaire

APPENDIX "A"

AC – ACTUARIAL SCIENCE GROUP ANNUAL RATES OF PAY

Y) Restructure Effective December 22, 2003

A) Effective December 22, 2003

B) Effective December 22, 2004

C) Effective December 22, 2005

D) Effective December 22, 2006

AC-1

		(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
From:	\$	41966	43780	45589	48404	50630	52852	55078	57303	59525
To:	Y	41966	43780	45589	48404	50630	52852	55078	57303	59525
	A	43015	44875	46729	49614	51896	54173	56455	58736	61013
	B	43983	45885	47780	50730	53064	55392	57725	60058	62386
	C	45039	46986	48927	51948	54338	56721	59110	61499	63883
	D	46165	48161	50150	53247	55696	58139	60588	63036	65480

		(10)	(11)	(12)	(13)	(14)	(15)	(16)	(17)	(18)
From:	\$	61747	64400	67040	69536	71925	74329	77116	80008	
To:	Y	61747	64400	67040	69536	71925	74329	77116	80008	82900
	A	63291	66010	68716	71274	73723	76187	79044	82008	84973
	B	64715	67495	70262	72878	75382	77901	80822	83853	86885
	C	66268	69115	71948	74627	77191	79771	82762	85865	88970
	D	67925	70843	73747	76493	79121	81765	84831	88012	91194

AC-2

From:	\$	78163	80798	83427	86057	88691	91892	95211		
To:	Y	78163	80798	83427	86057	88691	91892	95211	98530	
	A	80117	82818	85513	88208	90908	94189	97591	100993	
	B	81920	84681	87437	90193	92953	96308	99787	103265	
	C	83886	86713	89535	92358	95184	98619	102182	105743	
	D	85983	88881	91773	94667	97564	101084	104737	108387	

AC-3

From:	\$	87706	90464	93212	95970	99114	102519	106040	109682	
To:	Y	87706	90464	93212	95970	99114	102519	106040	109682	113324
	A	89899	92726	95542	98369	101592	105082	108691	112424	116157
	B	91922	94812	97692	100582	103878	107446	111137	114954	118771
	C	94128	97087	100037	102996	106371	110025	113804	117713	121622
	D	96481	99514	102538	105571	109030	112776	116649	120656	124663

APPENDIX "A"

AC PAY NOTES

1. An employee shall, on the relevant **effective dates of adjustments** to rates of **pay, be paid in the (A), (B), (C) and (D) scales of rates** at the rate shown immediately **below** his former rate.
2. Employees who have been Associate of the Society of Actuaries for more than one (1) year and have been **at the maximum rate of pay for AC-1 level** and have **been on December 22, 2003, will move to the new maximum rate of pay effective December 22, 2003.**
3. **Employees who have been Fellow of the Society of Actuaries or Casualty Actuarial Society for more than one (1) year and have been at the maximum rate of pay for AC-2 level on December 22, 2003, will move to the new maximum rate of pay effective December 22, 2003.**
4. Employees who **have been at the maximum rate of pay for AC-3 level for more than one (1) year on December 22, 2003, will move to the new maximum rate of pay effective December 22, 2003.**
5. **The pay increment period for employees paid in the AC-1 to AC-3 scales of rates is twelve (12) months.**
6. **AC-1 Pay Scale: Subject to notes (a) to (f) below, AC-1 employees are paid at the appropriate rate in relation to the number of courses passed and years of experience acquired.**
 - (a) **The AC-1 pay notes are effective retroactively to December 22, 2003 for all employees.**
 - (b) **In addition to the periodic pay increment in note (4), a further increment for each course passed will be awarded effective January 1st or July 1st for courses taken prior to these dates and prescribed by the Society of Actuaries (SOA) or the Casualty Actuarial Society (CAS). The SOA seventh and ninth course is respectively the Seminar and the Professional Development. Future reference to the SOA includes CAS.**
 - (c) **If the employee obtains three (3) courses without having reached the 5th increment, the employee will then advance to the 5th increment and will be awarded one additional increment for each course over three. At the discretion of the Employer, a newly hired AC-1 could be awarded additional increments for years of experience acquired.**
 - (d) **if the employee obtains six (6) courses without having reached the 11th increment, the employee will then advance to the 11th increment and will be awarded one additional increment for each course over six: At the discretion of the Employer, a newly hired AC-1 could be awarded additional increments for years of experience acquired,**
 - (e) **Progression through the AC-1 pay scales will continue unhindered until the employee has reached the 6th increment, then advancement beyond the 6th increment is dependent on the employee having obtained three (3) courses.**

- (f) **Advancement beyond the 12th increment is dependent on the employee having obtained six (6) courses, or having been an Associate of the Society of Actuaries with at least 15 years of consecutive service and acquired expertise in the actuarial field with the Government of Canada.**
- 7.** Where, during the retroactive period, an employee was paid on initial appointment to the Public Service in the AC classification at a rate of pay above the minimum, or was promoted or transferred and paid at a rate of pay above the rate specified by the regulations for promotion or transfer, he shall be paid in the new scale of rates of pay 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 Employer, may be paid at any rate up to and including the rate shown immediately below the rate he was receiving.
- 8.** The pay increment date for an employee, appointed to a position in the AC classification on promotion, demotion or from outside the Public Service after June 27, 1978, shall be the first Monday following the pay increment period listed below as calculated from the date of the promotion, demotion or appointment from outside the Public Service. The pay increment periods listed below will not apply to employees appointed prior to June 27, 1978.

PAY INCREMENT PERIODS

Level	Full-Time Employees	1/2 Time or More but Less Than Full-Time	1/3 Time or More but Less Than Half-Time
AC-2 to AC-3	52 weeks	104 weeks	156 weeks

APPENDIX "A"

AU – AUDITING ANNUAL RATES OF PAY

- A) Effective December 22, 2003
- B) Effective December 22, 2004
- C) Effective December 22, 2005
- D) Effective December 22, 2006

AU-1

From:	\$	40973	42829	44684	46527	48378	50228	52083	53935	55788	57641
To:	A	41997	43900	45801	47690	49587	51484	53385	55283	57183	59082
	B	42942	44888	46832	48763	50703	52642	54586	56527	58470	60411
	C	43973	45965	47956	49933	51920	53905	55896	57884	59873	61861
	D	45072	47114	49155	51181	53218	55253	57293	59331	61370	63408

AU-2

From:	\$	51446	53267	55099	56931	58763	60595	62425	64256	66087
To:	A	52732	54599	56476	58354	60232	62110	63986	65862	67739
	B	53918	55827	57747	59667	61587	63507	65426	67344	69263
	C	55212	57167	59133	61099	63065	65031	66996	68960	70925
	D	56592	58596	60611	62626	64642	66657	68671	70684	72698

AU-3

From:	\$	58642	61048	63333	65505	67675	69845	72015	74185
To:	A	60108	62574	64916	67143	69367	71591	73815	76040
	B	61460	63982	66377	68654	70928	73202	75476	77751
	C	62935	65518	67970	70302	72630	74959	77287	79617
	D	64508	67156	69669	72060	74446	76833	79219	81607

AU-4

From:	\$	66881	68869	71361	73812	76268	78724	81178	83632
To:	A	68553	70591	73145	75657	78175	80692	83207	85723
	B	70095	72179	74791	77359	79934	82508	85079	87652
	C	71777	73911	76586	79216	81852	84488	87121	89756
	D	73571	75759	78501	81196	83898	86600	89299	92000

AU-5

From:	\$	74119	76607	79103	81597	84091	86583	89075	91567
To:	A	75972	78522	81081	83637	86193	88748	91302	93856
	B	77681	80289	82905	85519	88132	90745	93356	95968
	C	79545	82216	84895	87571	90247	92923	95597	98271
	D	81534	84271	87017	89760	92503	95246	97987	100728

AU-6

From:	\$	81280	84067	86838	89610	92384	95158	97931	100704
To:	A	83312	86169	89009	91850	94694	97537	100379	103222
	B	85187	88108	91012	93917	96825	99732	102638	105544
	C	87231	90223	93196	96171	99149	102126	105101	108077
	D	89412	92479	95526	98575	101628	104679	107729	110779

APPENDIX "A"

AU PAY NOTES

PAY INCREMENT FOR FULL AND PART-TIME EMPLOYEES

1. Subject to **Note 2**, the pay increment period for full-time and part-time employees **at levels AU-1 to AU-6** paid in **these scales is fifty two (52) weeks.**
2. The **pay increment period** for an **employee** appointed to a **position in the AU classification** on **promotion, demotion or from outside the Public Service, after May 20, 1976**, shall be the **first (1st) Monday following the pay increment period listed below as calculated** from the date of **the promotion, demotion or appointment from outside the Public Service,**

APPENDIX "A"

CH – CHEMISTRY GROUP ANNUAL RATES OF PAY

A) Effective December 22, 2003

B) Effective December 22, 2004

C) Effective December 22, 2005

D) Effective December 22, 2006

CH-1

From:	\$	27375	to	38085*	40572	42395	44215	46037	47859
To:	A	28059	to	39037*	41586	43455	45320	47188	49055
	B	28690	to	39915*	42522	44433	46340	48250	50159
	C	29379	to	40873*	43543	45499	47452	49408	51363
	O	30113	to	41895*	44632	46636	48638	50643	52647

*(WITH INTERMEDIATE STEPS OF \$10)

CH-2

From:	\$	44681	46877	49074	51271	53480	55667	57749	60789	63829
To:	A	45798	48049	50301	52553	54817	57059	59193	62309	65425
	B	46828	49130	51433	53735	56050	58343	60525	63711	66897
	C	47952	50309	52667	55025	57395	59743	61978	65240	68503
	D	49151	51567	53984	56401	58830	61237	63527	66871	70216

CH-3

From:	\$	53674	56316	58956	61601	64237	66880	69521	71008	73649
To:	A	55016	57724	60430	63141	65843	68552	71259	72783	75490
	B	56254	59023	61790	64562	67324	70094	72862	74421	77189
	C	57604	60440	63273	66111	68940	71776	74611	76207	79042
	D	59044	61951	64855	67764	70664	73570	76476	78112	81018

CH-4

From:	\$	64508	67461	70189	72914	75639	78364	81089
To:	A	66121	69148	71944	74737	77530	80323	83116
	B	67609	70704	73563	76419	79274	82130	84986
	C	69232	72401	75329	78253	81177	84101	87026
	O	70963	74211	77212	80209	83206	86204	89202

CH-5

From:	\$	74573	77778	80988	84195	87402	90609
To:	A	76437	79722	83013	86300	89587	92874
	B	78157	81516	84881	88242	91603	94964
	C	80033	83472	86918	90360	93801	97243
	D	82034	85559	89091	92619	96146	99674

APPENDIX "A"

CH PAY NOTES

PAY INCREMENT ADMINISTRATION

- 1.** The pay **increment** period for full-time employees, other than those paid in that **part** of the **CH-1 scale of rates** identified by ten-dollar (\$10) intermediate steps, **is fifty two (52) weeks** and a pay increment shall be to **the next** rate in the scale of rates,
- 2.** The **pay** increment period for full-time **employees** in the **CH-1 scale of rates** identified by **ten-dollar (\$10) intermediate steps** is **six (6) months** and the minimum **pay** increment shall be **four hundred dollars (\$400)** or such higher amount that the **Employer may** determine, or such lesser amount that brings the **employee's rate** to the **maximum** of the **pay range**. For the **purposes of transfer and promotion**, the lowest **pay** increment is four hundred dollars (\$400).
- 3.** **Except for employees in the CH-1 scale of rates** identified by ten dollar (\$10) intermediate steps, a part-time employee shall be eligible to **receive a pay** increment when **the employee has** worked a total of **fifty two (52) weeks** at **the hourly rate of pay during a period** of employment, provided that the **maximum** rate of the **employee's level is not exceeded**. A part time employee in the **CH-I** scale of rates identified by ten-dollar (\$10) intermediate steps shall be eligible for a pay increment when the employee has **worked** a total of twenty **six (26) weeks** at the **hourly rate of pay** during a **period of** employment, **provided** that the last **step in the ten-dollar (\$10) step portion of the scale** is not **exceeded**. The **pay** increment date shall be the first **working day** following completion of the hours **specified** in this **clause**.
- 4.** For the purposes of administering pay notes 1 and 2, the pay increment **date** for an **employee, appointed on** or after **March 20, 1981**, to a **position** in the **CH** classification upon promotion, demotion or from **outside** the Public Service, shall be the anniversary **date of** such appointment. The **anniversary** date for an **employee who was appointed to** a position in the **CH** classification prior to **March 20, 1981** remains unchanged.

PAY ADJUSTMENT ADMINISTRATION

- 5.** **Except for employees** being paid in that part of the **CH-1 scale of rates identified by ten-dollar (\$10) intermediate steps**, an employee shall be **paid in the** new scale of rates at the rate shown immediately **below** his former **rate** on the relevant adjustment **dates**.

- 6.** An employee who ~~was~~ initially appointed to the ten (\$10) dollar step portion of the CH-1 scale of rates shall not have his/her rate of pay adjusted as a result of an economic increase for a period of ~~fifty~~ two (52) weeks from the date of his/her initial appointment, except that no employee shall be paid less than the minimum rate of pay. On the date which is ~~fifty~~ two (52) weeks from the employee's initial appointment, the employee's rate of pay shall be adjusted by any economic increase to the fixed incremental portion of the CH-1 scale of rates which occurred during that ~~fifty~~ two (52) weeks period, provided that the maximum rate of pay in the ten-dollar (\$10) step portion of the CH-1 scale of rates is not exceeded. The employee's rate of pay shall, on the relevant effective date, be further adjusted by any economic increase applicable to the fixed incremental portion of the CH-1 scale of rates, provided that the maximum rate of pay in the ten-dollar (\$10) step portion of the CH-1 scale of rates is not exceeded,
- 7.** Where, in the retroactive period, an employee, other than those to whom pay note 6 applies, who 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 rate specified by the regulations for promotion or transfer, 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/she was appointed and, at the discretion of the Employer, may be paid at any rate up to and including the rate shown immediately below the rate he/she was receiving. Such an increase does not change an employee's increment due date.
- 8.** An increase from that part of the CH-1 scale identified by ten dollar (\$10) intermediate steps to the first step in the fixed incremental part of the scale shall take place on the date on which the Employer certifies that the employee should be paid at that rate.
- 9.** Every employee being paid in that part of the CH-1 scale identified by ten-dollar(\$10) intermediate steps will have his/her performance reviewed by the Employer within two (2) years of his/her appointment to that part of the scale with a view to ascertaining whether the employee should be paid at the first step in the fixed incremental part of the scale. On the basis of this review, the Employer will decide whether to certify that the employee should be paid at that point in time at the first (1st) step in that part of the scale. An employee who continues to be paid in that part of the scale identified by ten-dollar (\$1 0) intermediate steps after the second (2nd) anniversary of his appointment will have his/her performance reviewed at least annually thereafter.

APPENDIX "A"

**CO – COMMERCE
ANNUAL RATES OF PAY**

- A) Effective December 22, 2003**
- B) Effective December 22, 2004**
- C) Effective December 22, 2005**
- D) Effective December 22, 2006**

CO-DEV/PER

From:	\$	22304	to	49443	*(\$10 INCREMENTS)
To:	A	22862	to	50679	*(\$10 INCREMENTS)
	B	23376	to	51819	*(\$10 INCREMENTS)
	C	23937	to	53063	*(\$10 INCREMENTS)
	D	24535	to	54390	*(\$10 INCREMENTS)

CO-1

From:	\$	41481	43442	45398	47361	49309	51275	53230	55188	57145	59102
To:	A	42518	44528	46533	48545	50542	52557	54561	56568	58574	60580
	B	43475	45530	47580	49637	51679	53740	55789	57841	59892	61943
	C	44518	46623	48722	50828	52919	55030	57128	59229	61329	63430
	D	45631	47789	49940	52099	54242	56406	58556	60710	62862	65016

CO-2

From:	\$	54074	56893	59708	62528	65338	68157	70968	73792	76606	79420	82234
To:	A	55426	58315	61201	64091	66971	69861	72742	75637	78521	81406	84290
	B	56673	59627	62578	65533	68478	71433	74379	77339	80288	83238	86187
	C	58033	61058	64080	67106	70121	73147	76164	79195	82215	85236	88255
	D	59484	62584	65682	68784	71874	74976	78068	81175	84270	87367	90461

CO-3

From:	\$	66276	69414	72547	75682	78817	81952	84898	87846	90794
To:	A	67933	71149	74361	77574	80787	84001	87020	90042	93064
	B	69461	72750	76034	79319	82605	85891	88978	92068	95158
	C	71128	74496	77859	81223	84588	87952	91113	94278	97442
	D	72906	76358	79805	83254	86703	90151	93391	96635	99878

CO-4

From:	\$	75668	79093	82485	85673	88859	92045	95232	98419
To:	A	77560	81070	84547	87815	91080	94346	97613	100879
	B	79305	82894	86449	89791	93129	96469	99809	103149
	C	81208	84883	88524	91946	95364	98784	102204	105625
	D	83238	87005	90737	94245	97748	101254	104759	108266

APPENDIX "A"

CO PAY NOTES

1. An employee, other than one to whom Note 2 applies, shall, on the relevant effective date of adjustments to rates of pay, be paid in the new scale of rates at the rate shown immediately below the employee's former rate, except that where an employee, during the retroactive period, 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, the employee 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 the employee was appointed and, at the discretion of the Commissioner, may be paid at any rate up to and including the rate shown immediately below the rate the employee was receiving.
2. An employee being paid in the CO (Development) scale of rates shall be paid effective December 22, 2003 in the "A" scale of rates which is nearest to but not more than 2.5% higher than his former rate of pay, rounded to the nearest \$10. An employee being paid in the CO (Development) scale of rates shall be paid effective December 22, 2004 in the "B" scale of rates which is nearest to but not more than 2.25% higher than his former rate of pay, rounded to the nearest \$10. An employee being paid in the CO (Development) scale of rates shall be paid effective December 22, 2005 in the "C" scale of rates which is nearest to but not more than 2.4% higher than his former rate of pay, rounded to the nearest \$10. An employee being paid in the CO (Development) scale of rates shall be paid effective December 22, 2006 in the "D" scale of rates which is nearest to but not more than 2.5% higher than his former rate of pay, rounded to the nearest \$10.
3. The pay increment period for full-time employees in the CO (Development) scale of rates is six (6) months and the minimum pay increment shall be three hundred dollars (\$300) or such higher amount that the Employer may determine or such lesser amount that brings the employee's rate to the maximum of the pay range. For the purposes of transfer and promotion the lowest pay increment is three hundred dollars (\$300).
4. The pay increment period for full-time employees in levels CO-1 to CO-4 inclusive shall be fifty two (52) weeks and a pay increment shall be to the next rate in the scale of rates.
5. Except for CO (Development), a part-time employee shall be eligible to receive a pay increment when the employee has worked a total of fifty two (52) weeks at the straight-time hourly rate of pay during a period of employment provided that the maximum rate for the employee's level is not exceeded. A part-time employee in level CO (Development) shall be eligible for a pay increment when the employee has worked a total of twenty six (26) weeks at the straight time hourly rate of pay during a period of employment provided that a maximum rate for the CO (Development) level is not exceeded. The pay increment date shall be the first (1st) working day following the completion of the hours specified in this clause.
6. For the purposes of administering Note 3 and Note 4, the pay increment date for an employee, appointed on or after April 1, 1981, to a position in the CO classification upon promotion, demotion or from outside the Public Service, shall be the anniversary date of such appointment. The anniversary date for an employee who was appointed to a position in the CO classification prior to April 1, 1981 remains unchanged.

APPENDIX "A"

CS – COMPUTER SYSTEMS ANNUAL RATES OF PAY

- A) Effective December 22, 2003
- B) Effective December 22, 2004
- C) Effective December 22, 2005
- D) Effective December 22, 2006
- E) Effective August 1, 2007

CS-1

From:	\$	31226	32820	34416	36020	37612	39217	40818	42410
To:	A	32007	33641	35276	36921	38552	40197	41838	43470
	B	32727	34398	36070	37752	39419	41101	42779	44448
	C								
	D								
	E								

CS-1 (CONTINUED)

From:	\$	44009	45606	47194	48780	50366	51953	53540	55127
To:	A	45109	46746	48374	50000	51625	53252	54879	56505
	B	46124	47798	49462	51125	52787	54450	56114	57776
	C	47231	48945	50649	52352	54054	55757	57461	59163
	D	48412	50169	51915	53661	55405	57151	58898	60642
	E	49079	50836	52582	54328	56072	57818	59565	61309

CS-2

From:	\$	50981	52697	54408	56121	57834	59546	61259	62971	64683
To:	A	52258	54014	55768	57524	59280	61035	62790	64545	66300
	B	53432	55229	57023	58818	60614	62408	64203	65997	67792
	C	54714	56554	58392	60230	62069	63906	65744	67581	69419
	D	56082	57968	59852	61736	63621	65504	67388	69271	71154
	E	56927	58813	60697	62581	64466	66349	68233	70116	71999

CS-3

From:	\$	60164	62353	64528	66705	68882	71058	73235	75410	77585
To:	A	61668	63912	66141	68373	70604	72834	75066	77295	79525
	B	63056	65350	67629	69911	72193	74473	76755	79034	81314
	C	64569	66918	69252	71589	73926	76260	78597	80931	83266
	D	66183	68591	70983	73379	75774	78167	80562	82954	85348
	E	67201	69609	72001	74397	76792	79185	81580	83972	86366

CS-4

From:	\$	69018	71515	74011	76504	78998	81493	83987	86483	88979
To:	A	70743	73303	75861	78417	80973	83530	86087	88645	91203
	B	72335	74952	77568	80181	82795	85409	88024	90640	93255
	C	74071	76751	79430	82105	84782	87459	90137	92815	95493
	D	75923	78670	81416	84158	86902	89645	92390	95135	97880
	E	77113	79860	82606	85348	88092	90835	93580	96325	99070

CS-5

From:	\$	79354	82467	85573	88676	91784	94891	97997	101103	104209	107315
To:	A	81338	84529	87712	90893	94079	97263	100447	103631	106814	109998
	B	83168	86431	89686	92938	96196	99451	102707	105963	109217	112473
	C	85164	88505	91838	95169	98505	101838	105172	108506	111838	115172
	D	87293	90718	94134	97548	100968	104384	107801	111219	114634	118051
	E	88661	92086	95502	98916	102336	105752	109169	112587	116002	119419

APPENDIX "A"

CS – COMPUTER SYSTEMS GROUP WEEKLY, DAILY AND HOURLY RATES OF PAY December 22, 2003

CS-1

Annual	\$	32007	33641	35276	36921	38552	40197	41838	43470	45109	46746
Weekly		613.44	644.76	676.10	707.62	738.88	770.41	801.86	833.14	864.55	895.93
Daily		122.69	128.95	135.22	141.52	147.78	154.08	160.37	166.63	172.91	179.19
Hourly		16.36	17.19	18.03	18.87	19.70	20.54	21.38	22.22	23.05	23.89

CS-1 (continued)

Annual	\$	48374	50000	51625	53252	54879	56505				
Weekly		927.13	958.30	989.44	1020.62	1051.81	1082.97				
Daily		185.43	191.66	197.89	204.12	210.36	216.59				
Hourly		24.72	25.55	26.39	27.22	28.05	28.88				

CS-2

Annual	\$	52256	54014	55768	57524	59280	61035	62790	64545	66300
Weekly		1001.53	1035.23	1068.84	1102.50	1136.15	1169.79	1203.43	1237.06	1270.70
Daily		200.31	207.05	213.77	220.50	227.23	233.96	240.69	247.41	254.14
Hourly		26.71	27.61	28.50	29.40	30.30	31.19	32.09	32.99	33.89

CS-3

Annual	\$	61668	63912	66141	68373	70604	72834	75066	77295	79525
Weekly		1181.92	1224.93	1267.65	1310.43	1353.19	1395.93	1438.71	1481.43	1524.17
Daily		236.38	244.99	253.53	262.09	270.64	279.19	287.74	296.29	304.83
Hourly		31.52	32.67	33.80	34.95	36.09	37.23	38.37	39.51	40.64

CS-4

Annual	\$	70743	73303	75861	78417	80973	83530	86087	88645	91203
Weekly		1355.85	1404.92	1453.94	1502.93	1551.92	1600.93	1649.93	1698.96	1747.99
Daily		271.17	280.98	290.79	300.59	310.38	320.19	329.99	339.79	349.60
Hourly		36.16	37.46	38.77	40.08	41.38	42.69	44.00	45.31	46.61

CS-5

Annual	\$	81338	84529	87712	90893	94079	97263	100447	103631	106814	109998
Weekly		1558.92	1620.07	1681.08	1742.05	1803.11	1864.13	1925.16	1986.18	2047.19	2108.21
Daily		311.78	324.01	336.22	348.41	360.62	372.83	385.03	397.24	409.44	421.64
Hourly		41.57	43.20	44.83	46.45	48.08	49.71	51.34	52.97	54.59	56.22

APPENDIX "A"

**CS – COMPUTER SYSTEMS GROUP
WEEKLY, DAILY AND HOURLY RATES OF PAY
December 22, 2004**

CS-1

Annual	\$	32727	34398	36070	37752	39419	41101	42779	44448	46124	47798
Weekly		627.24	659.27	691.31	723.55	755.50	787.74	819.90	851.89	884.01	916.09
Daily		125.45	131.85	138.26	144.71	151.10	157.55	163.98	170.38	176.80	183.22
Hourly		16.73	17.58	18.43	19.29	20.15	21.01	21.86	22.72	23.57	24.43

CS-1 (continued)

Annual	\$	49462	51125	52787	54450	56114	57776				
Weekly		947.98	979.86	1011.71	1043.58	1075.48	1107.33				
Daily		189.60	195.97	202.34	208.72	215.10	221.47				
Hourly		25.28	26.13	26.98	27.83	28.68	29.53				

CS-2

Annual	\$	53432	55229	57023	58818	60614	62408	64203	65997	67792
Weekly		1024.07	1058.51	1092.90	1127.30	1161.72	1196.11	1230.51	1264.89	1299.29
Daily		204.81	211.70	218.58	225.46	232.34	239.22	246.10	252.98	259.86
Hourly		27.31	28.23	29.14	30.06	30.98	31.90	32.81	33.73	34.65

CS-3

Annual	\$	63056	65350	67629	69911	72193	74473	76755	79034	81314
Weekly		1208.52	1252.49	1296.17	1339.91	1383.64	1427.34	1471.08	1514.76	1558.46
Daily		241.70	250.50	259.23	267.98	276.73	285.47	294.22	302.95	311.69
Hourly		32.23	33.40	34.56	35.73	36.90	38.06	39.23	40.39	41.56

CS-4

Annual	\$	72335	74952	77568	80181	82795	85409	88024	90640	93255
Weekly		1386.37	1436.52	1486.66	1536.74	1586.84	1636.94	1687.06	1737.20	1787.32
Daily		277.27	287.30	297.33	307.35	317.37	327.39	337.41	347.44	357.46
Hourly		36.97	38.31	39.64	40.98	42.32	43.65	44.99	46.33	47.66

CS-5

Annual	\$	83168	86431	89686	92938	96196	99451	102707	105963	109217	112473
Weekly		1593.99	1656.53	1718.91	1781.24	1843.68	1906.07	1968.47	2030.88	2093.24	2155.65
Daily		318.80	331.31	343.78	356.25	368.74	381.21	393.69	406.18	418.65	431.13
Hourly		42.51	44.17	45.84	47.50	49.17	50.83	52.49	54.16	55.82	57.48

APPENDIX "A"

CS – COMPUTER SYSTEMS GROUP WEEKLY, DAILY AND HOURLY RATES OF PAY December 22, 2005

CS-1

Annual	\$	47231	48945	50649	52352	54054	55757	57461	59163
Weekly		905.22	938.07	970.73	1003.37	1035.99	1068.63	1101.29	1133.91
Daily		181.04	187.61	194.15	200.67	207.20	213.73	220.26	226.78
Hourly		24.14	25.01	25.89	26.76	27.63	28.50	29.37	30.24

CS-2

Annual	\$	54714	56554	58392	60230	62069	63906	65744	67581	69419
Weekly		1048.64	1083.91	1119.14	1154.36	1189.61	1224.82	1260.04	1295.25	1330.48
Daily		209.73	216.78	223.83	230.87	237.92	244.96	252.01	259.05	266.10
Hourly		27.96	28.90	29.84	30.78	31.72	32.66	33.60	34.54	35.48

CS-3

Annual	\$	64569	66918	69252	71589	73926	76260	78597	80931	83266
Weekly		1237.52	1282.54	1327.28	1372.07	1416.86	1461.59	1506.38	1551.12	1595.87
Daily		247.50	256.51	265.46	274.41	283.37	292.32	301.28	310.22	319.17
Hourly		33.00	34.20	35.39	36.59	37.78	38.98	40.17	41.36	42.56

CS-4

Annual	\$	74071	76751	79430	82105	84782	87459	90137	92815	95493
Weekly		1419.64	1471.00	1522.35	1573.62	1624.92	1676.23	1727.56	1778.88	1830.21
Daily		283.93	294.20	304.47	314.72	324.98	335.25	345.51	355.78	366.04
Hourly		37.86	39.23	40.60	41.96	43.33	44.70	46.07	47.44	48.81

CS-5

Annual	\$	85164	88505	91838	95169	98505	101838	105172	108506	111838	115172
Weekly		1632.24	1696.28	1760.16	1824.00	1887.94	1951.82	2015.72	2079.62	2143.48	2207.38
Daily		326.45	339.26	352.03	364.80	377.59	390.36	403.14	415.92	428.70	441.48
Hourly		43.53	45.23	46.94	48.64	50.35	52.05	53.75	55.46	57.16	58.86

APPENDIX "A"

CS – COMPUTER SYSTEMS GROUP WEEKLY, DAILY AND HOURLY RATES OF PAY December 22, 2006

CS-1

Annual	\$	48412	50169	51915	53661	55405	57151	58898	60642
Weekly		927.86	961.53	995.00	1028.46	1061.89	1095.35	1128.83	1162.26
Daily		185.57	192.31	199.00	205.69	212.38	219.07	225.77	232.45
Hourly		24.74	25.64	26.53	27.43	28.32	29.21	30.10	30.99

CS-2

Annual	\$	56082	57968	59852	61736	63621	65504	67388	69271	71154
Weekly		1074.86	1111.01	1147.12	1183.23	1219.35	1255.44	1291.55	1327.64	1363.73
Daily		214.97	222.20	229.42	236.65	243.87	251.09	258.31	265.53	272.75
Hourly		28.66	29.63	30.59	31.55	32.52	33.48	34.44	35.40	36.37

CS-3

Annual	\$	66183	68591	70983	73379	75774	78167	80562	82954	85348
Weekly		1268.46	1314.61	1360.45	1406.37	1452.28	1498.14	1544.04	1589.89	1635.77
Daily		253.69	262.92	272.09	281.27	290.46	299.63	308.81	317.98	327.15
Hourly		33.83	35.06	36.28	37.50	38.73	39.95	41.17	42.40	43.62

CS-4

Annual	\$	75923	78670	81416	84158	86902	89645	92390	95135	97880
Weekly		1455.13	1507.78	1560.41	1612.96	1665.56	1718.13	1770.74	1823.35	1875.96
Daily		291.03	301.56	312.08	322.59	333.11	343.63	354.15	364.67	375.19
Hourly		38.80	40.21	41.61	43.01	44.41	45.82	47.22	48.62	50.03

CS-5

Annual	\$	87293	90718	94134	97548	100968	104384	107801	111219	114634	118051
Weekly		1673.05	1738.69	1804.16	1869.60	1935.14	2000.61	2066.10	2131.61	2197.06	2262.55
Daily		334.61	347.74	360.83	373.92	387.03	400.12	413.22	426.32	439.41	452.51
Hourly		44.61	46.37	48.11	49.86	51.60	53.35	55.10	56.84	58.59	60.33

APPENDIX "A"

CS – COMPUTER SYSTEMS GROUP WEEKLY, DAILY AND HOURLY RATES OF PAY August 1, 2007

CS-1

Annual	\$	49079	50836	52582	54328	56072	57818	59565	61309
Weekly		940.64	974.32	1007.78	1041.25	1074.67	1108.13	1141.62	1175.04
Daily		188.13	194.86	201.56	208.25	214.93	221.63	228.32	235.01
Hourly		25.08	25.98	26.87	27.77	28.66	29.55	30.44	31.33

CS-2

Annual	\$	56927	58813	60697	62581	64466	66349	68233	70116	71999
Weekly		1091.06	1127.20	1163.31	1199.42	1235.55	1271.64	1307.75	1343.84	1379.93
Daily		218.21	225.44	232.66	239.88	247.11	254.33	261.55	268.77	275.99
Hourly		29.09	30.06	31.02	31.98	32.95	33.91	34.87	35.84	36.80

CS-3

Annual	\$	67201	69609	72001	74397	76792	79185	81580	83972	86366
Weekly		1287.97	1334.12	1379.96	1425.89	1471.79	1517.65	1563.55	1609.40	1655.28
Daily		257.59	266.82	275.99	285.18	294.36	303.53	312.71	321.88	331.06
Hourly		34.35	35.58	36.80	38.02	39.25	40.47	41.69	42.92	44.14

CS-4

Annual	\$	77113	79860	82606	85348	88092	90835	93580	96325	99070
Weekly		1477.94	1530.59	1583.22	1635.77	1688.36	1740.93	1793.54	1846.16	1898.77
Daily		295.59	306.12	316.64	327.15	337.67	348.19	358.71	369.23	379.75
Hourly		39.41	40.82	42.22	43.62	45.02	46.43	47.83	49.23	50.63

CS-5

Annual	\$	88661	92086	95502	98916	102336	105752	109169	112587	116002	119419
Weekly		1699.27	1764.91	1830.38	1895.81	1961.36	2026.83	2092.32	2157.83	2223.28	2288.77
Daily		339.85	352.98	366.08	379.16	392.27	405.37	418.46	431.57	444.66	457.75
Hourly		45.31	47.06	48.81	50.55	52.30	54.05	55.79	57.54	59.29	61.03

APPENDIX "A"

CS PAY NOTES

PAY ADJUSTMENT ADMINISTRATION

1. Pay Increment Administration

- (a) The pay increment period for employees at level CS-1 shall be twenty **six (26) weeks** at rates one to eight (1-8).
- (b) Notwithstanding **clause (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 sixteen (9-16) of level CS-1** and the **pay increment period at levels CS-2 to CS-5** inclusive shall be **fifty two (52) weeks**,
- (d) The pay increment **date for an employee appointed** on or after **December 2, 1997, to** a position in the CS classification **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.
- (f) Effective **December 22, 2005**, the **pay increment period for full-time and part-time employees at levels CS-1 to CS-5** is **fifty two (52) weeks**,

2. RESTRUCTURE

- (a) Effective **December 22, 2005**, CS-1 employees at levels 1 **to 8 will** move to the ninth (9th) step **of the CS-1 pay range**,
- (b) Following the application of **paragraph (a)** above, **steps 1 to 8 inclusive** will be **deleted from** the **CS-1 pay range**.

APPENDIX "A"

ED-EDS – EDUCATION SERVICES SUB-GROUP ANNUAL RATES OF PAY

A) Effective December 22, 2003

B) Effective December 22, 2004

C) Effective December 22, 2005

O) Effective December 22, 2006

EDS-1

From:	\$	51204	53875	55813	57745	59677	61609
To:	A	52484	55222	57208	59189	61169	63149
	B	53665	56464	58495	60521	62545	64570
	C	54953	57819	59899	61974	64046	66120
	D	56327	59264	61396	63523	65647	67773

EDS-2

From:	\$	61351	63272	65184	67096
To:	A	62885	64854	66814	68773
	B	64300	66313	68317	70320
	C	65843	67905	69957	72008
	D	67489	69603	71706	73808

EDS-3

From:	\$	65471	67541	69598	71655
To:	A	67108	69230	71338	73446
	B	68618	70788	72943	75099
	C	70265	72487	74694	76901
	D	72022	74299	76561	78824

EDS-4

From:	\$	70206	72331	74454	76577
To:	A	71961	74139	76315	78491
	B	73580	75807	78032	80257
	C	75346	77626	79905	82183
	D	77230	79567	81903	84238

EDS-5

From:	\$	75674	78000	80299	82598
To:	A	77566	79950	82306	84663
	B	79311	81749	84158	86568
	C	81214	83711	86178	88646
	D	83244	85804	88332	90862

APPENDIX "A"

ED-EDS SUB-GROUP PAY NOTES

1. The **pay** increment date of an **employee** shall **be the** first Monday following the anniversary of his or her **appointment**.
2. Notwithstanding **the preceding** paragraph, if, on **April 1, 1999**, an **employee** was **moved from the** first increment **of his or her level to the second** increment **as a direct** result of the first increment **being** deleted, the **pay** increment **date** of this **employee** shall **be April 1st** from then on.

APPENDIX "A"

ED-LAT – LANGUAGE TEACHING SUB-GROUP ANNUAL RATES OF PAY

THE SALARY TO BE PAID TO EMPLOYEES AT LEVELS ED-LAT -01 AND 02 SHALL BE DETERMINED AS FOLLOWS:

LANGUAGE TEACHING I EMPLOYEES WILL RECEIVE THE RATE ON THE GRID DETERMINED BY THEIR EDUCATION AND EXPERIENCE

LANGUAGE TEACHING 2 EMPLOYEES WILL RECEIVE THE RATE ON THE GRID DETERMINED BY THEIR EDUCATION AND EXPERIENCE PLUS THE SENIOR TEACHERS ALLOWANCE

SENIOR TEACHER'S ALLOWANCE (LANGUAGE TEACHING LAT-02) - \$4000 PER ANNUM

- A) Effective December 22, 2003
- B) Effective December 22, 2004
- C) Effective December 22, 2005
- D) Effective December 22, 2006

TEACHING EXPERIENCE	LEVEL 1	A	B	C	D
1	34299	35156	35947	36810	37730
2	35817	36712	37538	38439	39400
3	37344	38278	39139	40078	41080
4	38873	39845	40742	41720	42763
5	40393	41403	42335	43351	44435
6	41921	42969	43936	44990	46115
7	43447	44533	45535	46628	47794
8	44976	46100	47137	48268	49475
9	46497	47659	48731	49901	51149
10	48026	49227	50335	51543	52832
II	49549	50788	51931	53177	54506
12	51082	52359	53537	54822	56193
13	52615	53930	55143	56466	57878

EXPERIENCE	LEVEL 2	A	B	C	D
I	38775	39744	40638	41613	42653
2	40422	41433	42365	43382	44467
3	42062	43114	44084	45142	46271
4	43708	44801	45809	46908	48081
5	45351	46485	47531	48672	49889
6	46994	48169	49253	50435	51696
7	48640	49856	50978	52201	53506
8	50278	51535	52695	53960	55309
9	51923	53221	54418	55724	57117
10	53567	54906	56141	57488	58925
11	55211	56591	57864	59253	60734
12	56856	58277	59588	61018	62543
13	58497	59959	61308	62779	64348
14	60138	61641	63028	64541	66155

EXPERIENCE	LEVEL 3	A	B	C	D
1	40962	41986	42931	43961	45060
2	42604	43669	44652	45724	46867
3	44245	45351	46371	47484	48671
4	45893	47040	48098	49252	50483
5	47533	48721	49817	51013	52288
6	49178	50407	51541	52778	54097
7	50821	52092	53264	54542	55906
8	52462	53774	54984	56304	57712
9	54108	55461	56709	58070	59522
10	55751	57145	58431	59833	61329
11	57396	58831	60155	61599	63139
12	59037	60513	61875	63360	64944
13	60682	62199	63598	65124	66752
14	62327	63885	65322	66890	68562

EXPERIENCE	LEVEL 4	A	B	C	D
1	43668	44760	45767	46865	48037
2	45400	46535	47582	48724	49942
3	47137	48315	49402	50588	51853
4	48866	50088	51215	52444	53755
5	50599	51864	53031	54304	55662
6	52329	53637	54844	56160	57564
7	54065	55417	56664	58024	59475
8	55798	57193	58480	59884	61381
9	57527	58965	60292	61739	63282
10	59263	60745	62112	63603	65193
11	60998	62523	63930	65464	67101
12	62729	64297	65744	67322	69005
13	64460	66072	67559	69180	70910
14	66191	67846	69373	71038	72814

APPENDIX "A"

ED-LAT SUB-GROUP PAY NOTES

1. An employee is entitled to be paid at the rate of pay on the pay grid as determined by his or her education and experience.
2. **Changes in Rates of Pay**
 - (a) Except as provided in notes (b), (c) and (d) below, in applying the new rates of pay an employee retains his or her step in the salary grid.
 - (b) An employee shall be entitled to be paid on a higher rate in the range of rates for the education level in which he or she is being paid on the first Monday following the date on which the employee attains the requisite experience.
 - (c) Notwithstanding the preceding paragraph, if, on April 1, 1999, an employee is moved from the first increment of the education level in which he or she is being paid to the second increment as a direct result of the first increment being deleted, the pay increment date of this employee shall be April 1st from then on.
 - (d) It is up to the employee to submit to the Employer the documents proving that he or she has higher educational qualifications than those of the education level in which he or she is being paid, within ninety (90) days following the date of issuance of the official transcript of such additional qualifications. The employee shall be granted retroactive pay, if he or she meets the requirements, either from the date of issuance of the official transcript of additional qualifications if it is submitted within ninety (90) days or from the date the official transcript was submitted to the Employer, in all other cases,
 - (e) it is the employee's responsibility to submit to the Employer within ninety (90) days following the date on which he or she enters the Public Service all documents that will establish his or her rate of pay. No retroactive changes shall be made to his or her rate of pay after the prescribed ninety (90) day deadline.

3. Education Levels

Education Level 1 (B.A.):

This level requires a Bachelor's or equivalent degree recognized by a Canadian university.

Education Level 2 (B.A. + 1):

- (a) this level requires an Honour's Bachelor's or equivalent degree recognized by a Canadian university,

or
- (b) Bachelor's or equivalent degree recognized by a Canadian university plus one (1) further year of teacher education as defined in Note 5.

Education Level 3 (B.A. + 2):

- (a) this level **requires an** Honour's Bachelor's or equivalent **degree** recognized by a **Canadian** university, plus **one** (1) further **year** of **teacher education as** defined in **Note 5**,
or
- (b) a Bachelor's or equivalent **degree** **recognized by** a Canadian university **plus two** (2) **further** years of teacher education **as defined** in **Note 5**.

Education Level 4 (B.A. + 3):

- (a) this **level** requires **an** Honour's Bachelor's or equivalent **degree**, recognized **by a** Canadian **university** plus two (2) **further** years of teacher education as defined in **Note 5**,
or
- (b) a Bachelor's or equivalent **degree** recognized by a Canadian **university** plus three (3) further **years** of teacher **education as** defined in **Note 5**.

4. Experience

- (a) Within **the** pay range for **each** educational level, **experience is recognized** by the **granting of** one increment for each year **of** teaching experience **prior** to appointment. **An employee with no experience** will be appointed at the first rate in the range. For **each** year of **experience after appointment**, an **employee will receive** one additional increment provided that service has **been** satisfactory.
- (b) **A full year of** experience **prior** to appointment will be allowed for **any of** the following:
 - (i) **any** full academic **year** at an establishment, **recognized or** accredited by a **school board or** provincial Department of Education, that **is, eight (8) months (university teaching), ten (10) months (elementary and secondary school teaching) or eleven (11) to twelve (12) months (government teaching or a recognized commercial school);**
 - (ii) any portion of **an** academic year of **six (6)** months or more;
 - (iii) any portion of an **academic** year, in whole **months**, at an establishment **recognized and accredited by** a school board or provincial Department of Education, which total a full **academic year**, as defined in (i) above;
 - (iv) second **language** teaching **at** night school or on some other part-time basis in the amount of **four hundred (400)** hours at **an** establishment **recognized and accredited by** a school board or **provincial** Department **of** Education,

provided that, in all cases, no more than one (1) full year is credited during a twelve (12)-month calendar year.
- (c) **Any service rendered** by an employee on duties classified in the Education **Group shall be** used in determining **the employee's** increment step on **the LAT pay** grid,

5. Miscellaneous

Teacher Education, for the purposes of this pay plan shall consist of any one or combination of the following:

- (a) A year of study resulting in a recognized teaching certificate or diploma.**
 - (b) A year of university study, completion of which is officially certified by an educational establishment, in any one of the following related fields: Anthropology, Social Communications, Education, History, Journalism, Linguistics (including courses in foreign languages and translation), Literature, Philosophy, Psychology, Political Science, Social Work, Sociology and Theology.**
- 6. An employee appointed to a position in the Language-Teaching Sub-Group prior to November 22, 1988, will not have his or her Education Level lowered solely by the application of pay notes 3 and 5.**

This provision will cease to apply to an employee when he or she leaves the Language Teaching Sub-Group,

APPENDIX "A"

EN – ENGINEERING ANNUAL RATES OF PAY

- A) Effective December 22, 2003
- B) Effective December 22, 2004
- C) Effective December 22, 2005
- D) Effective December 22, 2006

EN-ENG-1

From:	\$	34554	to	42855	*(WITH INTERMEDIATE STEPS OF \$60)			
To:	A	35418	to	43926				
	B	36215	to	44914				
	C	37084	to	45992				
	O	38011	to	47142				

EN-ENG-2

From:	\$	43061	44860	46794	48589	50389	52189
To:	A	44138	45982	47964	49804	51649	53494
	B	45131	47017	49043	50925	52811	54698
	C	46214	48145	50220	52147	54078	56011
	O	47369	49349	51476	53451	55430	57411

EN-ENG-3

From:	\$	52021	54211	56466	58716	60961	63212	65461	67710
To:	A	53322	55566	57878	60184	62485	64792	67098	69403
	B	54522	56816	59180	61538	63891	66250	68608	70965
	C	55831	58180	60600	63015	65424	67840	70255	72668
	D	57227	59635	62115	64590	67060	69536	72011	74485

EN-ENG-4

From:	\$	61117	63557	65996	68440	70885	73328	75771
To:	A	62645	65146	67646	70151	72657	75161	77665
	B	64055	66612	69168	71729	74292	76852	79412
	C	65592	68211	70828	73450	76075	78696	81318
	D	67232	69916	72599	75286	77977	80663	83351

EN-ENG-5

From:	\$	70084	72938	75773	78625	81475	84330	87185
To:	A	71836	74761	77667	80591	83512	86438	89365
	B	73452	76443	79415	82404	85391	88383	91376
	C	75215	78278	81321	84382	87440	90504	93569
	D	77095	80235	83354	86492	89626	92767	95908

EN-ENG-6

From:	\$	78469	81497	84522	87553	90581	93609	96637
To:	A	80431	83534	86635	89742	92846	95949	99053
	B	82241	85414	88584	91761	94935	98108	101282
	C	84215	87464	90710	93963	97213	100463	103713
	D	86320	89651	92978	96312	99643	102975	106306

APPENDIX "A"

EN-ENG PAY NOTES

PAY INCREMENT ADMINISTRATION

1. The **pay** increment period for employees paid in these scales of rates, other than EN-ENG-1, is **fifty two (52) weeks** and the pay increment shall be to the next **higher rate** in the **applicable** scale.
2. The **pay increment** period for an **employee paid** in the EN-ENG-1 scale of rates is **twenty six (26) weeks**, and the pay increment shall be to a rate which is **three hundred dollars (\$300) higher than his** former rate, or if there is **no** such rate, to the **maximum of EN-ENG-1 scale of rates**.
3. **An employee paid at the EN-ENG-1 scale** of rates shall have his **rate of pay** adjusted to a **step:**
 - (a) **Effective December 22, 2003, in the "A" scale** of rates that is nearest to but not more than two point **five per cent (2.5%)** higher than his former rate **of pay**.
 - (b) **Effective December 22, 2004, in the "B" scale** of rates that **is** nearest to but not more than two point two **five per cent (2.25%)** higher than his former rate **of pay**.
 - (c) **Effective December 22, 2005, in the "C" scale** of rates that is nearest to but not **more than** two point four **per cent (2.4%)** higher than his former rate of pay.
 - (d) **Effective December 22, 2006, in the "D" scale** of rates that is nearest **to** but not **more than** two point five per cent **(2.5%) higher than** his former rate of pay,
4. **Except as provided in pay note 3, an employee shall** on the relevant effective **dates** of **adjustments to rates of pay**, be paid in the **new scale of rates at the rate** shown immediately below his former rate.
5. **Except for a part-time employee in the EN-ENG-1 level, a part-time employee shall be eligible to receive a pay increment when the employee has worked a total of fifty two (52) weeks** at the hourly rate of pay provided that the **maximum** rate for the employee's level is not **exceeded**. A part-time **employee in level EN-ENG-1, shall be eligible for a pay increment when the employee has worked a total of twenty six (26) weeks at the hourly rate of pay provided that the maximum of the range for the employee is not exceeded.**

APPENDIX "A"

ES – ECONOMICS, SOCIOLOGY AND STATISTICS ANNUAL RATES OF PAY

- A) Effective December 22, 2003
- B) Effective December 22, 2004
- C) Effective December 22, 2005
- O) Effective December 22, 2006

ES-1

From:	\$	38149	39485	40867	42298	44372	46446
To:	A	39103	40472	41889	43355	45481	47607
	B	39983	41383	42832	44330	46504	48678
	C	40943	42376	43860	45394	47620	49846
	D	41967	43435	44957	46529	48811	51092

ES-2

From:	\$	43113	44175	45246	46830	48959	51088
To:	A	44191	45279	46377	48001	50183	52365
	B	45185	46298	47420	49081	51312	53543
	C	46269	47409	48558	50259	52543	54828
	D	47426	48594	49772	51515	53857	56199

ES-3

From:	\$	50759	52670	54445	56355	58920	61485
To:	A	52028	53987	55806	57764	60393	63022
	B	53199	55202	57062	59064	61752	64440
	C	54476	56527	58431	60482	63234	65987
	O	55838	57940	59892	61994	64815	67637

ES-4

From:	\$	60741	62971	64895	67016	70065	73114
To:	A	62260	64545	66517	68691	71817	74942
	B	63661	65997	68014	70237	73433	76628
	C	65189	67581	69646	71923	75195	78467
	O	66819	69271	71387	73721	77075	80429

ES-5

From:	\$	69024	71147	73640	76288	79760	83232
To:	A	70750	72926	75481	78195	81754	85313
	B	72342	74567	77179	79954	83593	87233
	C	74078	76357	79031	81873	85599	89327
	D	75930	78266	81007	83920	87739	91560

ES-6

From:	\$	77625	80386	82813	85324	89206	93088
To:	A	79566	82396	84883	87457	91436	95415
	B	81356	84250	86793	89425	93493	97562
	C	83309	86272	88876	91571	95737	99903
	D	85392	88429	91098	93860	98130	102401

ES-7

From:	\$	84952	87395	89817	92357	96560	100763
To:	A	87076	89580	92062	94666	98974	103282
	B	89035	91596	94133	96796	101201	105606
	C	91172	93794	96392	99119	103630	108141
	D	93451	96139	98802	101597	106221	110845

ES-8

From:	\$	89280	to	107835
To:	A	91512	to	110531
	B	93571	to	113018
	C	95817	to	115730
	D	98212	to	118623

APPENDIX "A"

ES PAY NOTES

I.

- (a) **The pay** increment period for employees paid in the ES levels 1 to 7 is **fifty two (52)** weeks, and the pay increase shall be to the next rate in the scale of rates.
- (b) A part-time employee shall be eligible to **receive a pay** increment **when the employee** has worked a total of **fiftytwo (52) weeks** at the hourly rate during a **period of** employment provided that the **maximum rate** of pay for the employee's level is not exceeded. The pay increment **date** shall be the first (**1st**) working day following completion of the hours specified in **this note**.
- 2.** The rate of pay of an **employee** paid in the ES level **8** scale of rates shall be governed by the *Senior Merit Pay Regulations*.
- 3.** An employee being **paid** in the ES levels 1 to 7 scale of rates shall, on the relevant effective date of adjustments **to rates** of pay, be **paid in the** (A), (B), (C) and (D) scale of rates shown immediately below the employee's former **rate** of pay.
- 4.** Notwithstanding the *Senior Merit Pay Regulations*, an employee being paid in the ES level 8 scale of rates shall, on the relevant effective date of adjustments **to rates** of pay, be **paid in the** (A) scale of rates of pay, at a rate which **is** two point five per cent (2.5%) higher than the **employee's former rate of pay** on December 22, 2003, rounded to the nearest multiple of two hundred and fifty dollars (\$250). On December 22, 2004, in the (B) scale **of rates of pay**, at a rate **which is** two point two five per cent (2.25%) higher than the employee's former rate of pay rounded to the nearest multiple of two hundred and **fifty dollars (\$250)**. On December 22, 2005, in the (C) scale **of rates of pay**, at a rate which is two point **four per cent** (2.4%) higher than the **employee's former rate of pay rounded to the nearest multiple of two hundred and fifty dollars (\$250)**. On December 22, 2006, in the (D) scale **of rates of pay**, at a rate **which is** two point five per cent (2.5%) higher than the employee's former rate of pay rounded to the nearest multiple **of two hundred and fifty dollars (\$250)**.
- 5.** Subject to (1), the pay increment date for an employee, appointed **on or** after January 15, 1982, in the **ES** classification, on promotion, **demotion** or from outside the Public Service, shall be the anniversary date of such **appointment, The anniversary date** for an employee who was appointed to a position in the **ES** classification prior to **January 15, 1982**, shall be the **date on which the employee received** his or her last pay increment.
- 6.** If an **employee dies**, the salary due to the employee on the last working day preceding the employee's death **shall continue to accrue** to the end of the month in which the **employee dies**. Salary **so accrued** which has not been paid to the employee **as** at the date **of the employee's** death **shall be** paid to the employee's estate.
- 7.** When an employee, who is in receipt **of a special duty allowance** or an extra duty allowance, is granted leave with pay, the **employee** is entitled during the employee's period of leave to receive the allowance if the special or extra duties in respect of which the employee is paid the allowance were **assigned to** the employee on a continuing **basis, or for a period of two (2) or more months prior** to the **period of leave**.

APPENDIX "A"

FI – FINANCIAL MANAGEMENT ANNUAL RATES OF PAY

- A) Effective December 22, 2003
- B) Effective December 22, 2004
- C) Effective December 22, 2005
- D) Effective December 22, 2006

FI – DEVELOPMENT

From:	\$	21882	to	41797
To:	A	22429	to	42842
	B	22934	to	43806
	C	23484	to	44857
	D	24071	to	45978

FI-1

From:	\$	40926	42818	44711	46604	48495	50390	52283	54175	56285	58395
To:	A	41949	43888	45829	47769	49707	51650	53590	55529	57692	59855
	B	42893	44875	46860	48844	50825	52812	54796	56778	58990	61202
	C	43922	45952	47985	50016	52045	54079	56111	58141	60406	62671
	D	45020	47101	49185	51266	53346	55431	57514	59595	61916	64238

FI-2

From:	\$	49817	52128	54440	56751	59064	61376	63685	66255	68825
To:	A	51062	53431	55801	58170	60541	62910	65277	67911	70546
	B	52211	54633	57057	59479	61903	64325	66746	69439	72133
	C	53464	55944	58426	60906	63389	65869	68348	71106	73864
	D	54801	57343	59887	62429	64974	67516	70057	72884	75711

FI-3

From:	\$	60385	63036	65690	68346	70999	73653	76604	79555
To:	A	61895	64612	67332	70055	72774	75494	78519	81544
	B	63288	66066	68847	71631	74411	77193	80286	83379
	C	64807	67652	70499	73350	76197	79046	82213	85380
	D	66427	69343	72261	75184	78102	81022	84268	87515

FI-4

From:	\$	67408	70399	73385	76376	79367	82357	85675	88993
To:	A	69093	72159	75220	78285	81351	84416	87817	91218
	B	70648	73783	76912	80046	83181	86315	89793	93270
	C	72344	75554	78758	81967	85177	88387	91948	95508
	D	74153	77443	80727	84016	87306	90597	94247	97896

APPENDIX "A"

FI FAY NOTES

PAY INCREMENT

Full-Time Employees

The pay increment period for a full-time **employee** in the **FI** Development level is twenty-six (26) weeks and for full-time employees at levels FI-I to FI-4 is fifty-two (52) weeks.

- (i) For full-time employees at levels FI-1 to FI-4, a pay increment shall be the **next rate** in the **scale** of rates.
- (ii) For **employees** in the **Financial** Management Development range, an **increase** at the end of an increment period shall **be** to a **rate** in the **pay** range **which is four** hundred dollars (\$400) higher **than** the rate at which the employee is being paid or, if there is **no such** rate, to the maximum of **the pay range**,

The **pay** increment date for a full-time employee, appointed to a position in the FI classification on promotion, demotion or from **outside the Public Service after April 15, 1986**, shall **be the** anniversary date of such appointment. The **anniversary** date for an **employee** who was appointed to a position in the **Fi** classification **prior to April 15, 1986, remains unchanged**.

Part-Time Employees

A **part-time** employee shall be eligible to receive a pay increment when **he has** worked a total of fifty two (52) **weeks** at the hourly **rate** of pay during a period of **employment** provided that the maximum rate for his **level** is not **exceeded**, The pay increment date shall be the first **working** day following completion of **the** weeks specified in this clause,

PAY ADJUSTMENT (FI-DEV.)

3. An employee being paid in the Financial Management Development range shall **have** his rate of pay **increased** on:
 - (a) **Deceinber 22, 2003**, to a pay rate within the "A" range **which is two decimal five percent (2.5%)** higher than his or her former rate of pay,
 - (b) **December 22, 2004**, to a **pay** rate within the "B" range which is **two** decimal two **five** percent (2.25%) higher than his or **her** former rate **of pay**,
 - (c) **December 22, 2005**, to a pay rate within the "C" range which is two **decimal four** percent (2.4%) higher than his or her former rate **of pay**,
 - (d) **December 22, 2006**, to a pay **rate** within the "D" range which **is two** decimal five **percent (2.5%)** higher than his or her **former** rate of **pay**.

APPENDIX "A"

LS – LIBRARY SCIENCE ANNUAL RATES OF PAY

A) Effective December 22, 2003

B) Effective December 22, 2004

C) Effective December 22, 2005

D) Effective December 22, 2006

LS-1

From:	\$	45702	47120	48535	49953	51366	52782	54198	55615	57032
To:	A	46845	48298	49748	51202	52650	54102	55553	57005	58458
	B	47899	49385	50867	52354	53835	55319	56803	58288	59773
	C	49049	50570	52088	53610	55127	56647	58166	59687	61208
	D	50275	51834	53390	54950	56505	58063	59620	61179	62738

LS-2

From:	\$	50540	52206	53872	55537	57206	58875
To:	A	51804	53511	55219	56925	58636	60347
	B	52970	54715	56461	58206	59955	61705
	C	54241	56028	57816	59603	61394	63186
	D	55597	57429	59261	61093	62929	64766

LS-3

From:	\$	59120	61020	62916	64815	66715	68615
To:	A	60598	62546	64489	66435	68383	70330
	B	61961	63953	65940	67930	69922	71912
	C	63448	65488	67523	69560	71600	73638
	D	65034	67125	69211	71299	73390	75479

LS-4

From:	\$	61208	63415	65618	67827	70035	72240	74445
To:	A	62738	65000	67258	69523	71786	74046	76306
	B	64150	66463	68771	71087	73401	75712	78023
	C	65690	68058	70422	72793	75163	77529	79896
	D	67332	69759	72183	74613	77042	79467	81893

LS-5

From:	\$	73798	76214	78625	81037	83453	85867	88281
To:	A	75643	78119	80591	83063	85539	88014	90488
	B	77345	79877	82404	84932	87464	89994	92524
	C	79201	81794	84382	86970	89563	92154	94745
	D	81181	83839	86492	89144	91802	94458	97114

APPENDIX "A"

LS PAY NOTES

1. The pay increment period for **full-time** and **part-time** employees is **fifty two (52) weeks**.
2. For the **purpose of administering** General Pay Note **1 above**, the pay increment date **for an employee**, appointed on or **after November 27, 1980**, to a **position in** the LS classification unit **upon** promotion, demotion, or from outside the Public **Service**, shall be **the anniversary date of such appointment**, The anniversary date for **an employee who was appointed to a** position in **the LS classification** prior to **November 27, 1980** remains unchanged.

APPENDIX "A"

MG-AFS – MANAGEMENT ANNUAL RATES OF PAY

A) Effective December 22, 2003

B) Effective December 22, 2004

C) Effective December 22, 2005

D) Effective December 22, 2006

MG-1

From:	\$	41638	42987	44379	45817	47301	48833	50415	52048	53681
To:	A	42679	44082	45488	46962	48484	50054	51675	53349	55023
	B	43639	45053	46511	48019	49575	51180	52838	54549	56261
	C	44686	46134	47627	49171	50765	52408	54106	55858	57611
	D	45803	47287	48818	50400	52034	53718	55459	57254	59051

MG-2

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

MG-3

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

MG-4

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

MG-5

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

MG-6

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

APPENDIX "A"

MG-AFS PAY NOTES

PAY INCREMENT FOR FULL AND PART-TIME EMPLOYEES

1. The pay increment date **for an employee appointed to a position in the MG classification on promotion, demotion or from outside the Public Service after March 31, 2002, shall be the first (1st) Monday following the pay increment period as calculated from the date of the promotion, demotion or appointment from outside the Public Service.**
2. The pay increment period **for full-time and part-time employees at levels MG-AFS-1 to MG-AFS-6 is fifty-two (52) weeks, A pay increment shall be to the next rate in the scale of rates,**

APPENDIX "A"

PC – PHYSICAL SCIENCES ANNUAL RATES OF PAY

From: Effective date of signing
 A) Effective December 22, 2005
 B) Effective December 22, 2006

PC-1

From:	\$	28373	to	46565 *	48537	50544	52547	54555	56563
To:	A	29054	to	47683 *	49702	51757	53808	55864	57921
	B	29780	to	48875 *	50945	53051	55153	57261	59369

*(WITH INTERMEDIATE STEPS OF \$10)

PC-2

From:	\$	55421	57620	59808	62005	64197	66388
To:	A	56751	59003	61243	63493	65738	67981
	B	58170	60478	62774	65080	67381	69681

PC-3

From:	\$	66777	69313	71860	74392	76930	79466
To:	A	68380	70977	73585	76177	78776	81373
	B	70090	72751	75425	78081	80745	83407

PC-4

From:	\$	77370	80075	82785	85490	88198	90905
To:	A	79227	81997	84772	87542	90315	93087
	B	81208	84047	86891	89731	92573	95414

PC-5

From:	\$	87165	90157	93161	96166	99170
To:	A	89257	92321	95397	98474	101550
	B	91488	94629	97782	100936	104089

APPENDIX "A"

PC PAY NOTES

PAY INCREMENT ADMINISTRATION

1. For employees paid in that part of the PC-1 scale of rates identified by ten-dollar (\$10) intermediate steps, the pay increment period is six (6) months, and a pay increment shall be three hundred dollars (\$300) or such higher amount that the Employer may determine, provided that the last rate in that part of the scale of rates identified by ten-dollar (\$10) intermediate steps is not exceeded.
2. An increase from that part of the PC-1 scale identified by ten-dollar (\$10) intermediate steps to the first (1st) step in the incremental part of the scale shall take place on the date on which the Employer certifies that the employee should be paid at that rate.
3. For the purposes of transfer and promotion, the lowest pay increment in that part of the scale identified by ten-dollar (\$10) intermediate steps is three hundred dollars (\$300).
4. Except for those employees paid in that part of the PC-1 scale of rates identified by ten-dollar (\$10) intermediate steps, a pay increment shall be to the next rate in the scale of rates.

5. Pay Increment Date

The pay increment date for an employee appointed to a position in the occupational group on promotion, demotion or from outside the Public Service after the date of signing of this Agreement, shall be the anniversary date of such appointment.

6. Pay Increment Periods

The pay increment period listed below will apply and the pay increment will become due on the appropriate quarterly date:

Level	Full-Time Employees
PC-1 (\$10 increment portion)	6 months
PC-1 (Other)	12 months
PC-2 to PC-5	12 months

PAY ADJUSTMENT ADMINISTRATION

7. Except as provided in pay note 9, an employee being paid in that part of the PC-1 scale of rates identified by ten-dollar (\$10) intermediate steps shall be paid effective December 22, 2005 in the "A" scale of rates of pay, at a rate which is two point four per cent (2.4%) higher than his/her former rate of pay, rounded to the nearest ten dollars (\$10).

- 8.** Except as provided in pay note 9, an employee being paid in that part of the PC-1 scale of rates identified by ten-dollar (\$10) intermediate steps shall be paid effective December 22, 2006 in the "B" scale of rates of pay, at a rate which is two point five per cent (2.5%) higher than his/her former rate of pay, rounded to the nearest ten dollars (\$10).
- 9.** An employee who was initially appointed to the part of the PC-1 scale of rates identified by ten-dollar (\$10) intermediate steps shall not have his/her rate of pay adjusted as a result of an economic increase for a period of twelve (12) months from the date of the initial appointment, except that no employee shall be paid less than the minimum rate of pay. Twelve months from the employee's initial appointment, the employee's rate of pay shall be adjusted by any economic increase which occurred to the fixed incremental portion of the PC-1 scale of rates during that twelve (12) month period, provided that the maximum rate of pay in the ten-dollar (\$10) step portion of the PC-1 scale of rates is not exceeded. The employee's rate of pay shall, on the relevant effective date, be further adjusted by any economic increase applicable to the fixed incremental portion of the PC-1 scale of rates, provided that the maximum rate of pay in the ten-dollar (\$10) step portion of the PC-1 scale of rates is not exceeded.
- 10.** Except as provided in pay note 11, an employee paid in the fixed incremental part of the PC-1 scale of rates or in the PC-2, 3, 4 or 5 scale of rates shall be paid, on the applicable adjustment dates, in the "A" and "B" scale of rates at the rate shown immediately below his/her former rate.
- 11.** Every employee being paid in that part of the PC-1 scale identified by ten-dollar (\$10) intermediate steps will have his/her performance reviewed by the Employer within two (2) years of his/her appointment with a view to ascertaining whether the employee should be paid at the first (1st) step in the fixed incremental part of the scale. On the basis of this review, the Employer will decide whether to certify that the employee should be paid at that point in time at the first (1st) step in that part of the scale. An employee who continues to be paid in that part of the scale identified by ten-dollar (\$10) intermediate steps after the second (2nd) anniversary of his/her appointment will have a performance review at least annually thereafter,

APPENDIX "A"

PS – PSYCHOLOGY ANNUAL RATES OF PAY

- A) Effective December 22, 2003
- B) Effective December 22, 2004
- C) Effective December 22, 2005
- D) Effective December 22, 2006

PS-1

From:	\$	36704	38379	40059	41733	43413	45090	46770	48452	50134
To:	A	37622	39338	41060	42776	44498	46217	47939	49663	51387
	B	38468	40223	41984	43738	45499	47257	49018	50780	52543
	C	39391	41188	42992	44788	46591	48391	50194	51999	53804
	D	40376	42218	44067	45908	47756	49601	51449	53299	55149

PS-2

From:	\$	47394	49492	51588	53690	55785	57887	59984	62081
To:	A	48579	50729	52878	55032	57180	59334	61484	63633
	B	49672	51870	54068	56270	58467	60669	62867	65065
	C	50864	53115	55366	57620	59870	62125	64376	66627
	D	52136	54443	56750	59061	61367	63678	65985	68293

PS-3

From:	\$	55711	58119	60524	62928	65341	67756	70171
To:	A	57104	59572	62037	64501	66975	69450	71925
	B	58389	60912	63433	65952	68482	71013	73543
	C	59790	62374	64955	67535	70126	72717	75308
	D	61285	63933	66579	69223	71879	74535	77191

PS-4

From:	\$	62633	65387	68140	70899	73655	76411	79167
To:	A	64199	67022	69844	72671	75496	78321	81146
	B	65643	68530	71415	74306	77195	80083	82972
	C	67218	70175	73129	76089	79048	82005	84963
	D	68898	71929	74957	77991	81024	84055	87087

PS-5

From:	\$	70180	73314	76452	79581	82565	85474	88383
To:	A	71935	75147	78363	81571	84829	87611	90593
	B	73554	76838	80126	83406	86533	89582	92631
	C	75319	78682	82049	85408	88610	91732	94854
	D	77202	80649	84100	87543	90825	94025	97225

APPENDIX "A"

PS PAY NOTES

PAY INCREMENT FOR FULL-TIME AND PART-TIME EMPLOYEES

1. The pay increment period for full-time and part-time employees at the PS levels 1 to 5 is fifty two (52) weeks.
2. The pay increment date for an employee, appointed on or after date of signing of this collective agreement, to a position in the PS classification upon promotion, demotion or from outside the Public Service, shall be the anniversary date of such appointment. The anniversary date for an employee who was appointed to a position in the PS classification prior to the signing date of this collective agreement remains unchanged,

PAY ADJUSTMENT ADMINISTRATION

3. All employees being paid in the PS levels 1 to 5 scale of rates shall, on the relevant effective dates, be paid in the A, B, C and D scales of rates shown immediately below the employees former rate of pay.

APPENDIX "A"

SE – SCIENTIFIC RESEARCH ANNUAL RATES OF PAY

- A) Effective December 22, 2003
- B) Effective December 22, 2004
- C) Effective December 22, 2005
- D) Effective December 22, 2006

SUBGROUP: RESEARCH SCIENTIST

SE-RES-1

From:	\$	43033	45298	47561	49828	52092	54353	56619	58885
To:	A	44109	46430	48750	51074	53394	55712	58034	60357
	B	45101	47475	49847	52223	54595	56966	59340	61715
	C	46183	48614	51043	53476	55905	58333	60764	63196
	D	47338	49829	52319	54813	57303	59791	62283	64776

SE-RES-2

From:	\$	53437	56762	60089	63417	66743	70067	73397	76724	80044	83364
To:	A	54773	58181	61591	65002	68412	71819	75232	78642	82045	85448
	B	56005	59490	62977	66465	69951	73435	76925	80411	83891	87371
	C	57349	60918	64488	68060	71630	75197	78771	82341	85904	89468
	D	58783	62441	66100	69762	73421	77077	80740	84400	88052	91705

SE-RES-3

From:	\$	67530	70194	72861	75525	78191	80858	83523	86187	88854	91521
To:	A	69218	71949	74683	77413	80146	82879	85611	88342	91075	93809
	B	70775	73568	76363	79155	81949	84744	87537	90330	93124	95920
	C	72474	75334	78196	81055	83916	86778	89638	92498	95359	98222
	D	74286	77217	80151	83081	86014	88947	91879	94810	97743	100678

SE-RES-4

From:	\$	80874	83833	86792	89751	92709	95667	98626	101585
To:	A	82896	85929	88962	91995	95027	98059	101092	104125
	B	84761	87862	90964	94065	97165	100265	103367	106468
	C	86795	89971	93147	96323	99497	102671	105848	109023
	D	88965	92220	95476	98731	101984	105238	108494	111749

SE-RES-5

From:	\$	88552	91793	95034	98273	101516	104755	107996	111237
To:	A	90766	94088	97410	100730	104054	107374	110696	114018
	B	92808	96205	99602	102996	106395	109790	113187	116583
	C	95035	98514	101992	105468	108948	112425	115903	119381
	D	97411	100977	104542	108105	111672	115236	118801	122366

SUBGROUP: RESEARCH MANAGER

SE-REM-1

From:	\$	68899	71566	74231	76895	79562	82226	84892	87558	90223	92888
To:	A	70821	73355	76087	78817	81551	84282	87014	89747	92479	95210
	B	72210	75005	77799	80590	83386	86178	88972	91766	94560	97352
	C	73943	76805	79666	82524	85387	88246	91107	93968	96829	99688
	D	75792	78725	81658	84587	87522	90452	93385	96317	99250	102180

SE-REM-2

From:	\$	79446	82139	84833	87527	90223	92916	95611	98303	100999	103695
To:	A	81432	84192	86954	89715	92479	95239	98001	100761	103524	106287
	B	83264	86086	88910	91734	94560	97382	100206	103028	105853	108678
	C	85262	88152	91044	93936	96829	99719	102611	105501	108393	111286
	D	87394	90356	93320	96284	99250	102212	105176	108139	111103	114068

APPENDIX "A"

SE PAY NOTES

PAY INCREMENT

1. The **pay** increment period for full-time and part-time **employees** is twelve (12) **months** and the **pay** increment date is **April 1**. A **pay** increment shall be to the **next** higher **rate** in **the scale** of **rates**.
2.
 - (a) Notwithstanding **Pay Note 1**, full-time **and part-time employees who are** initially appointed from outside the Public Service **or are promoted** into the Scientific Research classification or promoted between the RES and REM classifications shall be considered for a first **(1st)** pay increment on the first **(1st)** of April immediately following **the** employee's date of appointment, provided:
 - (i) the **employee's** appointment date **was** on or **before** the preceding October 1st,
and
 - (ii) the **employee has earned at least six (6)** complete months' **pay**.
 - (b) Notwithstanding **Pay Note 1**, a full-time employee who **is** transferred to the Scientific Research classification shall be considered for **a first pay** increment on the first **(1st)** of April immediately following the **employee's date of** appointment, provided the employee did not receive an increment in **his** former classification since the preceding October 1st.
 - (c) if an **employee** does not meet the requirements in **(a)** or **(b) above**, **the employee shall** not be eligible for a first pay increment until the **next** following increment date of **April 1st**.
 - (d) A complete **month**, for the purpose of this clause, is one in which the employee **has earned at** least ten (10) days' **pay**.

PAY ADJUSTMENT

3. **An employee** shall, on the **relevant** effective date of adjustment to **rates** of pay, be paid in the scale of rates at **the** rate shown immediately **below** his former rate.
4. Notwithstanding **Pay Note 4**, 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 rate specified by the regulations for promotion or transfer, **he** shall be paid in the new **scale** of rates at the rate shown immediately below his **former** rate, unless he **was** otherwise informed in writing prior to his appointment **that** a negotiated **pay increase** would **not apply** to him, in which **case** he shall **be paid** at the rate of **pay** nearest to but **not less than the** rate of **pay** at which **he was** appointed.

APPENDIX "A"

SI – SOCIAL SCIENCE SUPPORT ANNUAL RATES OF PAY

- A) Effective December 22, 2003
- B) Effective December 22, 2004
- C) Effective December 22, 2005
- D) Effective December 22, 2006

SI-1

From:	\$	38149	39485	40867	42298	44372	46446
To:	A	39103	40472	41889	43355	45481	47607
	B	39983	41383	42832	44330	46504	48678
	C	40943	42376	43860	45394	47620	49846
	D	41967	43435	44957	46529	48811	51092

SI-2

From:	\$	43113	44175	45246	46830	48959	51088
To:	A	44191	45279	46377	48001	50183	52365
	B	45185	46298	47420	49081	51312	53543
	C	46269	47409	48558	50259	52543	54828
	D	47426	48594	49772	51515	53857	56199

SI-3

From:	\$	47398	48795	50188	51576	53369	55162
To:	A	48583	50015	51443	52885	54703	56541
	B	49676	51140	52600	54054	55934	57813
	C	50868	52367	53862	55351	57276	59201
	D	52140	53676	55209	56735	58708	60681

SI-4

From:	\$	50759	52670	54445	56355	58920	61485
To:	A	52028	53987	55806	57764	60393	63022
	B	53199	55202	57062	59064	61752	64440
	C	54476	56527	58431	60482	63234	65987
	D	55838	57940	59892	61994	64815	67637

SI-5

From:	\$	60741	62971	64895	67016	70065	73114
To:	A	62260	64545	66517	68691	71817	74942
	B	63661	65997	68014	70237	73433	76628
	C	65189	67581	69646	71923	75195	78467
	D	66819	69271	71387	73721	77075	80429

SI-6

From:	\$	69024	71147	73640	76288	79760	83232
To:	A	70750	72926	75481	78195	81754	85313
	B	72342	74567	77179	79954	83593	87233
	C	74078	76357	79031	81873	85599	89327
	D	75930	78266	81007	83920	87739	91560

SI-7

From:	\$	77625	80386	82813	85324	89206	93088
To:	A	79566	82396	84883	87457	91436	95415
	B	81356	84250	86793	89425	93493	97562
	C	83309	86272	88876	91571	95737	99903
	D	85392	88429	91098	93860	98130	102401

SI-8

From:	\$	84952	87395	89817	92357	96560	100763
To:	A	87076	89580	92062	94666	98974	103282
	B	89035	91596	94133	96796	101201	105606
	C	91172	93794	96392	99119	103630	108141
	D	93451	96139	98802	101597	106221	110845

APPENDIX "A"

SI PAY NOTES

1. The pay increment **period for full-time and part-time employees paid** in the **SI levels 1 to 8 is fiftytwo (52) weeks, and the pay increase shall be to** the next rate in the scale of rates.
2. An **employee** being paid in the **SI levels 1 to 8 scale** of rates shall, on the relevant effective date of adjustments to **rates of pay, be paid** in the **A, B, C and D** scale of rates shown immediately below the employees former rate of **pay**.
3. **Subject to (1), the pay** increment date for **an** employee, appointed on **or after May 22, 1981**, in the **SI** classification, on promotion, demotion or from outside the Public Service, shall **be** the **anniversary date of** such appointment. The anniversary date for an **employee** who was appointed to a position in the **SI** classification prior to May 22, 1981, shall be the date on which the **employee received his or** her last **pay** increment.
4. If **an** employee dies, the salary **due to the employee an the last working day preceding the employee's death** shall continue **to** accrue to **the end of the** month in which the **employee** dies. **Salary** so accrued which has not been paid to the employee as **at the** date of the employee's death shall be paid to the employee's estate,
5. When **an employee, who is in receipt of a special duty allowance or an extra duty allowance,** is granted leave with pay, the employee is entitled during the **employee's** period of **leave** to receive **the allowance** if the **special** or extra duties in respect of which the employee is paid the **allowance were assigned** ta the employee on a continuing **basis, or for a period** of two (2) or **more months prior to** the period of **leave**.

APPENDIX "B"

MEMORANDUM OF UNDERSTANDING IN RESPECT OF SPECIFIC PROVISIONS APPLYING TO EMPLOYEES CLASSIFIED AS ED-LAT ONLY: *PEDAGOGICAL BREAK*

Notwithstanding the general provisions of this collective agreement, the following specific provisions shall apply to employees classified as ED-LAT only:

Pedagogical break

Employees shall be granted a pedagogical break which will include all calendar days between December 25 and January 2 inclusively. During this period, employees are entitled to four (4) days of leave with pay, in addition to three (3) designated paid holidays as provided for under clause 12.01 of this Agreement,

Should January 2 coincide with an employee's day of rest or with a day to which a designated paid holiday has been moved by application of clause 12.03, the day shall be moved to the employee's first scheduled working day following the pedagogical break.

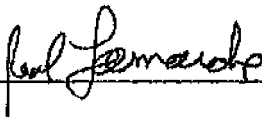
if an employee performs authorized work during the pedagogical break on a day other than a designated paid holiday or a normal day of rest, the employee shall receive compensation based upon his normal daily rate of pay, in addition to his usual pay for the day,

SIGNED AT OTTAWA, this 22nd day of the month of August, 2005.

THE CANADA CUSTOMS AND
REVENUE AGENCY

THE PROFESSIONAL INSTITUTE
OF THE PUBLIC SERVICE OF
CANADA





****APPENDIX "C"**

**MEMORANDUM OF UNDERSTANDING
IN RESPECT OF CS GROUP TERMINABLE ALLOWANCE**

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

- I. 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:

CS-1	\$139
CS-2	\$176
CS-3	\$212
CS-4	\$248
CS-5	\$285

TERMINABLE ALLOWANCE	
Monthly payment from December 22, 2005 to December 21, 2006	
CS-1	\$97
CS-2	\$123
CS-3	\$148
CS-4	\$174
CS-5	\$199

TERMINABLE ALLOWANCE	
Monthly payment from December 22, 2006 to July 31, 2007	
CS-1	\$55
CS-2	\$70
CS-3	\$84
CS-4	\$100
CS-5	\$113

- (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 classification in accordance with clause 45.07, 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 August 1, 2007, and all application and provisions relating to "Appendix "C" – Memorandum of Understanding in Respect of CS Group Terminable Allowance" will cease to form part of this collective agreement**.

SIGNED AT OTTAWA, this 22nd day of the month of August, 2005.

**THE CANADA CUSTOMS AND
REVENUE AGENCY**

**THE PROFESSIONAL INSTITUTE
OF THE PUBLIC SERVICE OF
CANADA**




****APPENDIX "O"**

**MEMORANDUM OF UNDERSTANDING IN RESPECT OF AU GROUP
TERMINABLE ALLOWANCE**

Preamble

In an effort to resolve retention problems, the Employer will provide an Allowance to incumbents of positions classified at the AU-4, AU-5 and AU-6 levels, who are employed in work locations in the Greater Toronto Area as identified in paragraph 3 below.

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:

TERMINABLE ALLOWANCE	
Monthly Payments from December 22, 2003 to August 31, 2005	
AU-4	\$293
AU-5 and AU-6	\$317

- (b) 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 classified as an AU is required by the Employer to perform the duties of an AU-4, AU-5 or AU-6 in accordance with clause 45.07, 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 Allowance specified in paragraph 1(a) above, is restricted to employees classified at levels AU-4, AU-5 and AU-6 whose substantive position is located at one of the following work locations:

Toronto Centre Tax Services

Toronto East Tax Services

Toronto West Tax Services

Toronto North Tax Services

Southern Ontario Regional Office

- 4.** The parties agree that disputes arising from the application of this Memorandum of Understanding may be subject to consultation.
- 5.** This Memorandum of Understanding expires on September 1, 2005, and all application and provisions relating to "Appendix D" – Memorandum of Understanding in Respect of AU Group Terminable Allowance" will cease to form part of this collective agreement.

SIGNED AT OTTAWA, this 22nd day of the month of August, 2005.

THE CANADA CUSTOMS AND
REVENUE AGENCY

THE PROFESSIONAL INSTITUTE
OF THE PUBLIC SERVICE OF
CANADA





****APPENDIX "E"**

**MEMORANDUM OF UNDERSTANDING IN RESPECT OF EN GROUP
TERMINABLE ALLOWANCE**

Preamble

In an effort to reduce retention and recruitment **problems**, the Employer will provide an **Allowance** to **incumbents** of EN **positions** for the **performance** of EN duties in the Engineering and **Land Survey** Group.

Application

The employees who are incumbents of positions classified as EN shall be eligible to receive a "Terminable Allowance" in the following amounts and subject to the following conditions:

1.

- (a) The parties agree that incumbents of positions identified above shall receive a terminable allowance in the following applicable annualized amount to be paid biweekly:

TERMINABLE ALLOWANCE	
Annualized amount December Effective 22, 2003 to December 21, 2004.	
EN-ENG-1	\$5,429
EN-ENG-2	\$6,590
EN-ENG-3	\$8,879
EN-ENG-4	\$10,263
EN-ENG-5	\$11,840
EN-ENG-6	\$13,064

- (b) The terminable allowance specified above does not form part of an employee's salary.
- (c) The terminable 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 the Agreement.
- (d) Part-time employees shall be entitled to the Terminable Allowance prorated in accordance with their assigned work week on a pro rata basis.
- 2.** The parties agree that disputes arising from the application of the Memorandum of Understanding may be subject to consultation.

- 3.** This Memorandum of Understanding expires on December 22, 2004, and all application and provisions relating to “Appendix “E”–Memorandum of Understanding in Respect of EN Group Terminable Allowance” will cease to form part of this collective agreement.

SIGNED AT OTTAWA, this 22nd day of the month of August, 2005.

THE CANADA CUSTOMS AND
REVENUE AGENCY

THE PROFESSIONAL INSTITUTE
OF THE PUBLIC SERVICE OF
CANADA





APPENDIX "F"

MEMORANDUM OF UNDERSTANDING IN RESPECT OF THE REIMBURSEMENT OF CHARTERED BUSINESS VALUATORS OR LAW SOCIETY PROFESSIONAL MEMBERSHIP FEES

Preamble

The parties agree that in respect to the reimbursement of annual membership fees in the Canadian Institute of Chartered Business Valuators (CBV/EEE) and to one of its provincial-territorial organizations or membership in a provincial-territorial law society,

Application

Subject to the eligibility requirements and conditions referred to below, the Employer shall reimburse an employee's payment of annual membership fees in one of the following:

- a provincial-territorial law society;
- the Canadian Institute of Chartered Business Valuators (CBV/EEE) and to one of its provincial-territorial organizations; or,
- a professional accounting organization identified in accordance with Article 22 of the collective agreement between the CCRA and PIPSC-Audit, Financial and Scientific bargaining unit,

Eligibility

Reimbursement of annual membership fees in a provincial-territorial law society are limited to annual fees that are assessed for non-practicing lawyers and applies to employees of the Appeals Branch or the Policy and Legislation Branch who are classified as AU's and provide legal support services as required by the Employer.

Reimbursement of annual membership fees in the Canadian Institute of Chartered Business Valuators (CBV/EEE) and to one of its provincial-territorial organizations applies to employees who are classified as AU's and, as required by the Employer, provide business equity valuation services including the ability to testify in courts of law as experts in business valuation.

Conditions

Subject to the conditions outlined below, the reimbursement of annual membership fees relates to the payment of an annual fee which is a mandatory requirement by one of the governing organizations identified in this memorandum of understanding to maintain a professional designation and/or a membership in good standing.

It is understood that portions of fees or charges of an administrative nature such as the following, are not subject to reimbursement in accordance with this memorandum of understanding: service charges for the payment of fees on an installment or post-dated basis; late payment charges or penalties; initiation fees; reinstatement fees to maintain a membership in good standing; or payments of arrears for re-admission to a professional organization.

As a condition for reimbursement of **professional membership fees** made pursuant to this memorandum of understanding, employees **shall be required to provide** receipts to validate **payments** made,

The **parties agree** that: **disputes arising** from **the application of** this Memorandum of Understanding **may** be subject to consultation,

This Memorandum of Understanding will be effective on the **date of signing.**

SIGNED AT OTTAWA, this 22nd day of the month of August, 2005.

**THE CANADA CUSTOMS AND
REVENUE AGENCY**

**THE PROFESSIONAL INSTITUTE
OF THE PUBLIC SERVICE OF
CANADA**





APPENDIX “G”

MEMORANDUM OF UNDERSTANDING IN RESPECT OF THE REIMBURSEMENT OF APPRAISERS’ PROFESSIONAL MEMBERSHIP FEES

Preamble

The purpose of this memorandum of understanding is to confirm an agreement reached between the Professional Institute of the **Public Service** of Canada and the Canada Customs and Revenue Agency (**CCRA**) with respect to **the reimbursement of annual** membership fees in the “Appraisal Institute of Canada” or, the “Ordre professionnel des **évaluateurs agréés** du Québec”.

Application

Subject to the **eligibility** requirements **and** conditions referred to below, the employer shall reimburse an employee’s payment of annual membership fees in one of the following:

- the “Appraisal Institute of Canada”,
- **the “Ordre professionnel des évaluateurs agréés du Québec”,** or
- a professional accounting organization identified in **accordance** with Article 22 of the collective agreement between the **CCRA** and the Institute – Audit, Financial and Scientific bargaining unit.

Eligibility

The reimbursement of annual membership fees **are** limited to employees classified as SI’s, who are required by the Employer to provide real **estate appraisal services** including the ability to testify in courts of law **as** experts in **appraisals**.

Conditions

Subject to the conditions outlined below, the reimbursement of annual membership fees relates to the payment of an annual fee that is a mandatory requirement by one of the governing organizations identified in this letter of understanding to maintain a membership in **good** standing and a professional designation in one of **the following**:

Association of Appraisers – Chartered Institute (A.A.C.I.),
Canadian Registered Appraiser (C.R.A.) or,
Évaluateur agréé du Québec (E.A.).

The reimbursement of annual membership fees relates to fees assessed for “regular” members of one of either the “Appraisal Institute of Canada” or the “Ordre professionnel des **évaluateurs agréés** du Québec” and excludes payment of annual **fees assessed for** other types of membership categories including, but not **limited to**: student members, candidates or retired members, or, **members** of foreign associations. This reimbursement will include the payment of “Office des professions du Québec” (OPQ) annual fee.

It is understood that portions of fees or charges of **an** administrative nature, **such** as the following, **are** not subject to reimbursement in accordance with this memorandum of understanding: **professional** liability insurance **charges**, service charges for the payment of **fees** on an installment or post-dated basis, late payment charges **or penalties**, initiation **fees**, reinstatement **fees to maintain a membership in good** standing, or payments of arrears **for re-admission to a professional organization**,

As a condition for reimbursement of **professional** membership **fees** made **pursuant** to **this** Memorandum of Understanding, **employees shall** be required to provide receipts **to validate payments** made.

This letter of understanding will be effective on the date of signing.

SIGNED AT OTTAWA, **this 22nd day** of the month of **August, 2005**.

**THE CANADA CUSTOMS AND
REVENUE AGENCY**

**THE PROFESSIONAL INSTITUTE
OF THE PUBLIC SERVICE OF
CANADA**





****APPENDIX “H”**

MEMORANDUM OF UNDERSTANDING IN RESPECT OF THE CONTINUED APPLICATION OF CERTAIN PROVISIONS FOR POSITIONS CONVERTED TO MG

Preamble

The purpose of this Memorandum of Understanding is to confirm an agreement reached by *the Employer and the Institute* concerning the continued application of the alternate carry-over provision for vacation leave in accordance with clause 15.07(d) and (e) for employees classified as AU who are converted to the MG group, as well as, terminable allowances and reimbursement of recognized professional annual membership fees for AFS bargaining unit members converted to the MG group.

Application

I. Terminable Allowances

Subject to the conditions and criteria established in the following appendices:

Appendix “C” – Memorandum of Understanding in Respect of CS Group Terminable Allowance

Appendix “D” – Memorandum of Understanding in Respect of AU Group Terminable Allowance

Appendix “E” – Memorandum of Understanding in Respect of EN Group Terminable Allowance

The parties agree to maintain the payment of terminable allowances to AFS employees who were classified either as AU, CS or EN and who were in receipt of such allowances prior to their conversion to MG. The payment of such allowances will be based on their former group and level prior to their conversion to the MG group.

2. Professional Annual Membership Fees

Subject to the conditions and criteria established in accordance with: Article 22 – Professional Accounting Annual Membership Fee; Appendix “F” – Memorandum of Understanding in Respect of the Reimbursement of Chartered Business Valuators or Law Society Professional Membership Fees; and, Appendix “G” – Memorandum of Understanding in Respect of the Reimbursement of Appraisers’ Professional Membership Fees; the parties further agree to maintain the reimbursement of recognized and agreed to professional membership fees for employees of the AFS bargaining unit who were eligible for such reimbursement based on their former group and level prior to conversion to MG.

3. Vacation Leave Carry Over – Clause 15.07(d) and (e)

The parties agree to maintain the application of the alternate carry-over provision of clause 15.07(d) and (e) for employees classified as AU who are converted to the MG group.

4. Subsequent Appointments to the MG Group

The parties further recognize that employees who are subsequently appointed to the MG group following conversion, will continue to be subject to the specific benefits provided in the MOU based on the same conditions and principles as specified above for employees who were converted to the MG group.

The payment of terminable allowances and the reimbursement of professional annual membership fees will cease should the MG employee, to whom they are provided, be appointed to another position for which such benefits do not apply.

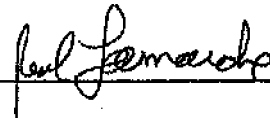
This Memorandum of Understanding expires on December 21, 2007

SIGNED AT OTTAWA, this 22nd day of the month of August, 2005.

THE CANADA CUSTOMS AND
REVENUE AGENCY

THE PROFESSIONAL INSTITUTE
OF THE PUBLIC SERVICE OF
CANADA





APPENDIX "I"

MEMORANDUM OF UNDERSTANDING IN RESPECT OF THE PROFESSIONAL DEVELOPMENT OF EMPLOYEES CLASSIFIED CS

Preamble

The purpose of this Memorandum of Understanding is to confirm an agreement reached by the Employer and the Institute concerning Career Development.

Application

During the term of the agreement, the Employer undertakes to consult with the CCRA-AFS bargaining unit as a key stakeholder in the development of a comprehensive program intended to ensure that employees are given the tools, mechanisms and processes to enable them to analyze, plan and implement personal learning and development programs.

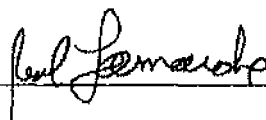
The Employer intends that the proposed program will address requirements necessary for employees to fully understand the skills and competencies required to achieve advancement in the IT profession in CCRA and to understand the vehicles and mechanisms available to the employee in achieving those skills, including an assignment opportunity program which effectively balances the employee's developmental objectives and needs and the program requirements of the Employer.

SIGNED AT OTTAWA, this 22nd day of the month of August, 2005.

THE CANADA CUSTOMS AND
REVENUE AGENCY

THE PROFESSIONAL INSTITUTE
OF THE PUBLIC SERVICE OF
CANADA





****APPENDIX “J”**

**WORK FORCE ADJUSTMENT APPENDIX TO INSTITUTE – AUDIT.
FINANCIAL. AND SCIENTIFIC COLLECTIVE AGREEMENT**

Table of Contents

GENERAL	128
** Application	128
Collective agreement	128
Objectives	128
Definitions.....	128
Monitoring.....	131
References.....	131
Enquiries.....	131
PART I – ROLES AND RESPONSIBILITIES	13f
I ■ CCRA	131
1.2 Employees	135
PART II – OFFICIAL NOTIFICATION	136
2.1 CCRA.....	136
PART III – RELOCATION OF A WORK UNIT	136
3. ■ General	136
PART IV – RETRAINING	137
4.1 General	137
4.2 Surplus employees.....	137
4.3 Laid-off persons	138
PART V – SALARY PROTECTION	138
5. ■ Lower-level position	138
PART VI – OPTIONS FOR EMPLOYEES	139
6.1 General	139
6.2 Alternation	139
6.3 Options.....	140
6.4 Retention payment.....	142

PART VII – SPECIAL PROVISIONS REGARDING ALTERNATIVE DELIVERY INITIATIVES	143
Preamble	143
7.1 Definitions	143
7.2 General	144
7.3 Responsibilities	146
7.4 Notice of alternative delivery initiatives	146
7.5 Job offers from new employers	146
7.6 Application of other provisions of the appendix	147
7.7 Lump-sum payments and salary top-up allowances	147
7.8 Reimbursement	148
7.9 Vacation leave credits and severance pay	148
ANNEX A – STATEMENT OF PENSION PRINCIPLES	150
ANNEX B – TRANSITION SUPPORT MEASURE	151

GENERAL

**

Application

This **appendix** to the Audit, Financial, and Scientific collective agreement **applies to** the members of the AU, CO, AC, EN, CH, PS, SE, FI, ES, SI, LS, ED, MG, PC and CS **occupational groups** represented by the Professional Institute of the **Public Service** of Canada (Institute) for whom **the Canada Customs and Revenue Agency (CCRA)** is the Employer. Unless explicitly specified, the provisions contained in Parts I to VI **do not apply to** alternative delivery initiatives,

Collective agreement

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

Notwithstanding the Job **Security** Article 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.

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).

In the case of surplus employees for whom the Commissioner cannot provide the guarantee **of a** reasonable job offer **within the CCRA, the CCRA is** committed to **assist** these **employees** in finding alternative employment in the Public Service (**Part I and II of the PSSRA**).

Definitions

Accelerated lay-off (*mise en disponibilité accélérée*) – **occur's** 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 des modes de prestation des services*) – is the transfer of any work, undertaking or business to any employer that is outside the CCRA.

Commissioner (*Commissaire*) – has the same meaning as in the definition of section 2 of the *Canada Customs and Revenue Agency Act* (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, books and mandatory equipment costs, up to a maximum of \$8,000.00.

Guarantee of a reasonable job offer (*garantie d'une offre d'emploi raisonnable*) – is a guarantee of an offer of indeterminate employment within the CCRA provided by the Commissioner to an indeterminate employee who is affected by work force adjustment. The Commissioner will be expected to provide a guarantee of a reasonable job offer to those affected employees for whom he or she knows or can predict employment availability in the CCRA. Surplus employees in receipt of this guarantee will not have access to the Options available in Part VI of this appendix.

Laid-off person (*personne mise en disponibilité*) – is a person who has been laid-off pursuant to section 51(1)(g) of the CCRA Act and who still retains a preferred status for reappointment within the CCRA 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 120 days to consider the Options of Part 6.3 of this appendix.

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

Preferred Status Administration System (*système d'administration du statut privilégié*) – is a system under the CCRA staffing program to facilitate appointments of individuals entitled to preferred status for appointment within the CCRA.

Preferred Status for Reinstatement (*statut privilégié de réintégration*) – is a preferred status for appointment 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. A reasonable job offer is also an offer from a PSSRA Part I and Part II employer, providing that:

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

Relocation (*réinstallation*) – is the authorized geographic move of a surplus employee or hid-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 appointment within the 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 à la transition*) – is one of the options provided to an opting employee for whom the Commissioner cannot guarantee a reasonable job offer. The Transition Support Measure is a cash payment based on the employee's years of service, as per Annex B.

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

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

Monitoring

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

References

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

Canada Customs and Revenue Agency Act.

Canada Labour Code, Part 1

CCRA policy on termination of Employment in Alternative Delivery Situations,

CCRA Relocation Policy.

CCRA Staffing Program Directive on Preferred Status.

CCRA Travel Policy.

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

Public Service Staff Relations Act, sections 48.1 and 49.

Public Service Superannuation Act, section 40.1.

Enquiries

Enquiries about this appendix should be referred to the Institute, or the responsible officers in the CCRA headquarters Work Force Adjustment Unit,

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

PART I

ROLES AND RESPONSIBILITIES

1.1 CCRA

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

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

1.1.3 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 Coinmissioner 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 **120 days** to consider the three Options outlined in **Part VI** of this appendix to all opting employees before a decision is required of them. If the employee **fails** to select **an option**, the **employee will be** deemed to have **selected** Option **(a)**, twelve-month surplus preferred **status period** in which to secure a reasonable **job** offer.

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

1.1.9 The CCRA **shall** advise and consult **with the** Institute 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 Institute 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 appoint as many of their surplus employees or laid-off persons as possible, or identify alternative **positions** (**both actual and** anticipated) for which **individuals** can be retrained

1.1.16 The CCRA shall relocate surplus **employees** and laid-off individuals, if **necessary**.

1.1.17 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.

1.1.18 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.

1.1.19 For the purposes of the Relocation **policy, surplus employees and laid-off persons who relocate under this appendix shall** be deemed to be employees on employer-requested relocations. The general rule on **minimum** distances for **relocation applies**.

1.1.20 For the purpose of the **Travel Policy, laid-off persons** traveling to interviews for **possible** reappointment to the CCRA are deemed to be "other persons traveling on government business,"

1.1.21 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.**

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

1.1.23 The CCRA shall review the use of private temporary **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.

1.1.24 Nothing **in the foregoing shall** restrict the **employer's** right to engage or appoint persons to meet short-term, non-recurring requirements. Surplus **employees and laid-off persons** shall be given preferred **status** even for **these** short-term **work** opportunities.

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

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

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

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

1.1.29 The CCRA shall **inform** and **counsel** affected and **surplus** employees as early and **as** completely as **possible** and shall, in addition, **assign a counsellor** to each opting **and** surplus **employee** and laid-off **person** to work with them throughout the process. **Such** counselling is to include **explanations and** assistance concerning:

- (a) the **work** force adjustment situation and its effect on that individual;
- (b) the **work** force adjustment **appendix**;
- (c) the **Preferred Status Administration System** and how it works from **the employee's perspective (referrals, interviews or "boards," feedback to the employee, 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**;
- (m) **advising** the employee that refusal of a **reasonable** job offer will **jeopardize** both **chances** for retraining and overall employment continuity; **and**

(n) the assistance to be provided in finding alternative employment in **the Public Service (Part I and II of the PSSRA)** to a surplus employee for whom the Commissioner cannot provide a guarantee of a reasonable job offer within **the CCRA**.

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

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

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

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

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

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

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

1.1.37 The CCRA shall, **wherever** possible, ensure that Preferred **Status** for Reinstatement is **given** to all employees who are subject to salary protection,

1.2 Employees

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

1.2.2 Employees who are directly affected by **work** force adjustment situations and who receive a guarantee of a **reasonable** job offer, or who opt, or are deemed **to** have **opted**, for Option (a) of **Part VI** of this **appendix** are responsible **for**:

- (a) actively seeking alternative employment in co-operation with the **CCRA**, unless **they** have advised the CCRA, in writing, **that they are** not available for appointment;
- (b) seeking information about their entitlements and obligations;
- (c) providing timely information **to** the CCRA to assist **them** in their appointment activities (including curriculum vitae or resumes);
- (d) ensuring that they can be easily contacted by the **CCRA** and 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 120 days after being declared **opting**.

PART II

OFFICIAL NOTIFICATION

2.1 CCRA

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

RETRAINING

4.1 General

4.1.1 To ~~facilitate~~ the redeployment of affected employees, surplus employees, **and** laid-off persons the CCRA shall make every reasonable effort to retrain such persons far:

- (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.

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

4.3 Laid-off persons

4.3.1 A laid-off person shall be eligible **for** retraining 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 this **Agreement**, or, in the **absence of such** provisions, the **appropriate provisions** of the *Regulations Respecting Pay on Reclassification or Conversion*,

5.1.2 Employees **whose** salary is protected pursuant to section 5.1.1 **will** continue to benefit **from** salary protection until such **time** as they are appointed 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** 120 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 **120-day** window. The employee cannot **change** Options once having made a written choice.

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

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

6.2 Alternation

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

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

6.2.3 An indeterminate **employee** wishing to **leave the CCRA** may **express an** interest in alternating with an **opting employee**. Management **will** decide, however, whether a **proposed** alternation will result in retaining the **skills required** to meet **the** ongoing needs of the position and the CCRA.

6.2.4 An alternation must permanently eliminate a function or a position,

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

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

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

6.3 Options

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

- (a) Twelvemonth surplus preferred status **period in which** to **secure** a reasonable job offer is time-limited. Should a reasonable job offer not be made within a period of twelve months, the employee **will be laid off** in **accordance with** the **CCRA Act**. Employees **who** choose or are deemed to **have** chosen this Option **are surplus employees**.
 - (i) At the request of the employee, this twelve (12) month **surplus** preferred status period shall be extended by the unused portion of the **120-day** opting period **referred to** in 6.1.2 which remains once the employee **has** selected in writing Option (a).
 - (ii) **When** a surplus employee who has chosen, or who is deemed to **have chosen**, Option (a) offers to resign before the end of the **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**.
 - (iii) The CCRA will **make** every reasonable effort to ~~market~~ a surplus employee in **the CCRA** within **the employee’s surplus period within** his or her preferred area of mobility.

or
- (b) Transition **Support Measure (TSM)** is a cash **payment**, based **on the employee’s years of service** (see Annex B) made to an opting employee. Employees choosing this Option **must** resign but will be considered to be laid-off for purposes of severance pay,

or
- (c) Education **Allowance** is a **Transitional Support Measure (see Option (b) above)** plus an amount **of not more** than 8,000\$ for reimbursement of receipted expenses of an opting employee for tuition from a **learning institution** and **costs of books** and mandatory equipment. **Employees** choosing **Option (c)** could either:
 - (i) Resign **from the CCRA** but **be** considered to be laid-off for severance pay purposes on the date of their **departure**;

or

- (ii) **Delay their departure date and go on leave without pay** for a maximum period of two years, while attending the learning institution. **The TSM shall be paid in one or two lump-sum amounts over a maximum two-year period.** During this period, employees **could** continue to be 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 All **opting employees will be** entitled to up to \$400.00 for financial **planning** advice.

6.3.7 An **opting employee who has** received pay in lieu of unfulfilled surplus period, a TSM or an Education Allowance **and** is re-appointed to the CCRA shall reimburse the **Receiver General for Canada** by an amount **corresponding** to the **period** from the effective date of **such** re-appointment or hiring, to the end of the original period **for which the TSM or Education Allowance was paid.**

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

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

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

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

6.4 Retention payment

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

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

6.4.3 An individual who **has** received a retention payment and, **as** applicable, **is** either reappointed to the CCRA or is hired **by** the new **employer** within the **six** months immediately following **his or her** **resignation**, shall reimburse the **Receiver General for** Canada by **an** amount corresponding **to the period** from the effective date **of** such re-appointment or hiring, to the **end of** the original **period for** which **the** lump sum **was** paid.

6.4.4 The **provisions of** 6.4.5 shall **apply** in total facility closures **where 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.
- a **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 des 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/employée*) 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 Institute of its intention.

The notice to the Institute 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;
- (ii) Recognition of continuous employment in the Public Service, as **defined** in the *Public Service Terms and Conditions of Employment Regulations*, for purposes of determining **the employee's** entitlements under the collective agreement continued due to the application of **successor rights**;
- (iii) **Pension** arrangements according to **the** Statement of Pension Principles set out in **Annex A**, or, in **cases where** the test of **reasonableness** set out in that **Statement** is not met, payment of a **lump-sum to employees** pursuant to section 7.7.3;
- (iv) Transitional employment guarantee: a **two-year** minimum employment guarantee with the **new employer**;
- (v) **Coverage in each of the** following **care** benefits: health benefits, long term disability insurance (LTDI) and dental plan;
- (vi) Short-term disability bridging: recognition of **the employee's earned** but **unused sick leave credits** up to maximum of the new **employer's** LTDI waiting **period**.

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

Type 2 arrangements meet all of the following criteria:

- (i) The **average new hourly** salary offered by the **new employer** (= rate of pay + equal pay adjustments + supervisory differential) **for the group** moving is 85 per cent or greater of **the group's** current **CCRA hourly remuneration** (= **pay** + equal pay adjustments + supervisory **differential**), **when** the hours of work are the same;
- (ii) **The** average annual salary of the new **employer** (= rate of pay + equal pay adjustments + supervisory differential) **for the group** moving **is 85 per cent** or greater of **CCRA** annual remuneration (= **pay** + equal pay adjustments + supervisory differential), when the **hours of work** are different;
- (iii) **Pension arrangements** according to **the** Statement of **Pension Principles** as set out, in **Annex A**, or in **cases where** the test of **reasonableness** set out in that **Statement** is not met, payment of a **lump-sum to employees** pursuant to section 7.7.3;
- (iv) Transitional employment guarantee: employment tenure **equivalent** to that of the **permanent work force** in receiving **organizations** or a two-year minimum employment **guarantee**;

- (v) Coverage in each **area of the following core benefits:** health benefits, long-term disability insurance (LTDI) and dental **plan;**
- (vi) Short-term disability arrangement.

(c) Type 3 (Lesser Continuity)

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

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

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

7.3 Responsibilities

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

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

7.4 Notice of alternative delivery initiatives

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

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

7.5 Job offers from new employers

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

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

7.5.3 Employees who do not accept a job offer from the new employer in the case of Type 3 transitional employment arrangements may be declared opting or surplus by the Commissioner in accordance with the provisions of the other parts of this appendix. For greater certainty, those who are declared surplus will be subject to the provisions of the Directive on Preferred Status for appointment 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.

A – STATEMENT OF KEY PRINCIPLES

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

ANNEX B – TRANSITION SUPPORT MEASURE

Years of Service (see note 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)
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 Relations Act (PSSRA)*.