



Canada Revenue  
Agency

Agence du revenu  
du Canada

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

Group: Audit, Financial and Scientific  
(all employees)

Expiry Date: December 21, 2014



The Professional Institute  
of the Public Service of Canada

L'Institut professionnel  
de la fonction publique du Canada

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## **CODES:**

- Actuarial Science (AC 90540)
- Auditing (AU 90541)
- Chemistry (CH 90542)
- Commerce (CO 90552)
- 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)
- Psychology (PS 90546)
- Scientific Research (SE-REM 90549, SE-RES 90548)
- Social Science Support (SI 90564)
- Physical Sciences (PC 90499)

Expiry Date: December 21, 2014

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**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 site.

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## 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 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 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 (unité de négociation);
- (c) **“common-law partner”** means a person living in a conjugal relationship with an employee for a continuous period of at least one (1) year (conjoint de fait);
- (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 (congé compensatoire);
- (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 (emploi continu);
- (f) **“daily rate of pay”** means an employee’s weekly rate of pay divided by five (5) (taux de rémunération journalier);



- (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 (jour de repos);
- (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 (jour férié désigné payé);
- (i) **“double time”** means two (2) times the employee’s hourly rate of pay (tarif double);
- (j) **“employee”** means a person so defined by the *Public Service Labour Relations Act* and who is a member of the bargaining unit (employé);
- (k) **“Employer”** means Her Majesty in right of Canada as represented by the Canada Revenue Agency (CRA), and includes any person authorized to exercise the authority of the Canada Revenue Agency (Employeur);
- (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 exclue);

\*\*

- (m) **"family"** except where otherwise specified in this Agreement, means father, mother (or alternatively stepfather, stepmother, or foster parent), brother, sister, spouse (including common-law partner spouse resident with the employee), child (including child of common-law partner or foster child), stepchild or ward of the employee, grandchild, father-in-law, mother-in-law, grandparents and relative permanently residing in the employee's household or with whom the employee permanently resides (famille);
- (n) **“headquarters area”** has the same meaning as given to the expression in the Employer’s travel policy (zone d’affectation);
- (o) **“hourly rate of pay”** means a full-time employee’s weekly rate of pay divided by thirty-seven decimal five (37.5) (taux de rémunération horaire);
- (p) **“Institute”** means the Professional Institute of the Public Service of Canada (Institut);
- (q) **“lay-off”** means the termination of an employee’s employment because of lack of work or because of the discontinuance of a function (mise en disponibilité);
- (r) **“leave”** means authorized absence from duty by an employee during the employee’s regular or normal hours of work (congé);
- (s) **“membership dues”** means the dues established pursuant to the by-laws and regulations of the Institute as the dues payable by its members as a consequence of their membership in the Institute, and shall not include any initiation fee, insurance premium, or special levy (cotisations syndicales);

- (t) **“overtime”** means work required by the Employer, to be performed by the employee in excess of his daily hours of work (heures supplémentaires);
- (u) **“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 (époux);
- (v) **“straight-time rate”** means the employee’s hourly rate of pay (tarif normal);
- (w) **“time and one-half”** means one and one half (1 1/2) times the employee’s hourly rate of pay (tarif et demi);
- (x) **“weekly rate of pay”** means an employee’s annual rate of pay divided by 52.176 (taux de rémunération hebdomadaire).

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

- (a) if defined in the *Public Service Labour Relations Act*, have the same meaning as given to them in the *Public Service Labour Relations Act*,  
and
- (b) if defined in the *Interpretation Act*, but not defined in the *Public Service Labour 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 weekly activity and attendance reports as determined by the Employer.

## **8.02 Day Work**

- (a) The normal work week shall be thirty-seven decimal five (37.5) hours and the normal work day shall be seven decimal five (7.5) 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 paragraph 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 decimal five (7.5).

**Paragraph 8.02(f) does not apply to employees classified as CS working a Day Work schedule. See alternate provisions at paragraphs 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 decimal five (37.5) hours per week. As part of the provisions of this subparagraph, 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 decimal five (37.5) 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**

**Paragraphs 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 decimal five (7.5) 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 paragraphs 8.02(f) and 8.03(f) and 8.03(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 decimal five (7.5) 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 decimal five (7.5) 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 subparagraph 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 decimal five (7.5) overtime hours worked and double (2) time thereafter;
- (b) on days of rest at the rate of time and one-half (1 1/2) for the first seven decimal five (7.5) overtime hours worked and double (2) 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 decimal five (7.5) hours 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 decimal five (7.5) 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 (2) 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 twenty-four (24) contiguous hours without a break of at least twelve (12) hours before reporting back to work.

**9.02** All calculations for overtime shall be based on each completed period of fifteen (15) 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, or at the request of the Employer and the concurrence of the employee, 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-Back, 11, Stand-By, 13, Travelling Time, in excess of thirty-seven decimal five (37.5) hours and outstanding at the end of the fiscal year, not used by September 30 of the following 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 decimal five (37.5) hours of unused compensatory leave.
- (c) At the request of the employee and subject to the discretion of the Employer, or at the request of the Employer and the concurrence of the employee, 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 (1) 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 (1) 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) Paragraphs 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.

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**9.07 Reporting Pay**

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

- (a)
  - (i) compensation at the applicable overtime rate,
  - or
  - (ii) compensation equivalent to four (4) hours' pay at his hourly rate of pay, except that the minimum of four (4) hours' pay shall apply only the first time 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:

**Subparagraph 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**

**Subparagraph 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 standby duty shall be readily available during his period of stand-by at a known telephone number and be able to return for duty as quickly as possible and within a reasonable timeframe, if called. In designating employees for standby duty the Employer will endeavour to provide for the equitable distribution of standby 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 standby duty who is required to report for work shall be paid, in addition to the standby 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' standby 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 standby 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 (1) 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 (1) additional day when proclaimed by an Act of Parliament as a national holiday.

## **12.02**

- (a) 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.

\*\*

- (b) A designated paid holiday shall account for seven decimal five (7.5) hours.

## **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) compensation 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 decimal five (7.5) hours,  
  
and
  - (ii) at the applicable overtime rate for additional travel time in excess of a seven decimal five (7.5) 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 (Article 8), Overtime (Article 9) and Designated Paid Holidays (Article 12).

**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 (1) day being equal to seven decimal five (7.5) 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**

- (a) 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.

**\*\***

Except as otherwise specified in this Agreement:

- (b) where leave without pay for a period in excess of three (3) months is granted to an employee for reasons other than illness, the total period of leave granted shall be deducted from “continuous employment” for the purpose of calculating severance pay and “service” for the purpose of calculating vacation leave;

\*\*

- (c) time spent on such leave which is for a period of more than three (3) months shall not be counted for pay increment purposes.

**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 terminated for incapacity, 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 incapacity, death or lay-off, the Employer shall recover from any monies owed the employee an amount equivalent to unearned vacation and sick leave taken by the employee, as calculated from the classification prescribed in 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.

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

### **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 on at least ten (10) days or seventy-five (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) thirteen decimal seven five (13.75) hours commencing with the month in which the employee's sixteenth (16th) anniversary of service occurs;
- (e) fourteen decimal four (14.4) hours commencing with the month in which the employee's seventeenth (17th) anniversary of service occurs;
- (f) fifteen decimal six seven five (15.675) hours commencing with the month in which the employee's eighteenth (18th) anniversary of service occurs;
- (g) seventeen decimal five (17.5) hours commencing with the month in which the employee's twenty-seventh (27th) anniversary of service occurs;
- (h) eighteen decimal seven five (18.75) hours commencing with the month in which the employee's twenty-eighth (28th) anniversary of service occurs.

\*\*

**15.03** 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. For greater certainty, severance termination benefits taken under clauses 19.05 to 19.08, or similar provisions in other collective agreements, do not reduce the calculation of service for employees who have not left the public service.

#### **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 current 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.

\*\*

### **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. 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 hourly rate of pay, as calculated from the classification prescribed in the certificate of appointment of his substantive position on March 31st of the current 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 hourly rate of pay as calculated from the classification prescribed in his certificate of appointment of his substantive position on the date of the request.
- (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 (1)\_installment per year, and shall be at the hourly rate of pay as calculated from the classification prescribed in the certificate of appointment of his substantive position on March 31st, of the current vacation year.

Paragraph 15.07(d) applies to employees classified as AU and MG-AFS (AU) (as outlined in Appendix E) who have a balance of earned but unused vacation leave credits in excess of two hundred and sixty-two decimal five (262.5) hours on the date of signing of this Collective Agreement only.

- (d) Employees with a balance of earned but unused vacation leave credits in excess of two hundred and sixty-two decimal five (262.5) hours will have those excess hours placed in a separate vacation leave bank to be used or liquidated, subject to operational requirements, upon application by the employee and at the concurrence of the Employer. Prior to termination or retirement, an employee can liquidate up to one-third (1/3) of this vacation bank each fiscal year. These liquidated vacation leave credits shall be paid at the employee's hourly rate of pay as calculated from the classification prescribed in his certificate of appointment of his substantive position on the date of the request. Such request shall not be unreasonably denied.

### **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.

#### **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 incapacity, 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 or IV Employer**

Notwithstanding clause 15.12, an employee who resigns to accept an appointment with an organization listed in Schedule I or IV of the *Financial Administration 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) The vacation leave credits provided in paragraph 15.17(a) shall be excluded from the application of paragraphs 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 earn sick leave credits at the rate of nine decimal three seven five (9.375) hours for each calendar month for which the employee receives pay for at least 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 paragraph 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 incapacity, 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 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**

**\*\***

- (a) When a member of the employee's family dies, the employee shall be entitled to a bereavement period of seven (7) consecutive calendar days. Such bereavement period, as the determined by the employee, must include the day of the memorial commemorating the deceased or must begin within two (2) days following the death. 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 paragraphs 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 paragraphs 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, on or after the termination date of pregnancy and ending not later than eighteen (18) 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 eighteen (18) 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 eighteen (18) 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. For purposes of this subparagraph, the terms "illness" or "injury" used in Article 16, Sick Leave, 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 paragraphs (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 maternity benefits pursuant to section 22 of the *Employment Insurance Act*, or the Quebec Parental Insurance Plan (QPIP) in respect of insurable employment with the Employer,
 and

\*\*

- (iii) has signed an agreement with the Employer stating that:
  - (A) she will return to work on the expiry date of her maternity leave without pay unless the return to work date is modified by the approval of another form of leave;
  - (B) following her return to work, as described in section (A), she will work for a period equal to the period she was in receipt of the maternity allowance;
  - (C) should she fail to return to work in accordance with section (A), or should she return to work but fail to work for the total period specified in section (B), she will be indebted to the Employer for an amount determined as follows:

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

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



- (i) death,
- (ii) lay off,
- (iii) early termination due to lack of work or discontinuance of a function of a specified period of employment that would have been sufficient to meet the obligations specified in section (B),
- (iv) the end of a specified period of employment, if the employee is rehired by the Agency, an organization listed in Schedules I or IV of the *Financial Administration Act*, the Canadian Food Inspection Agency, or Parks Canada, within ninety (90) days following the end of the specified period of employment, and who fulfils the obligations specified in section (B),
- (v) having become disabled as defined in the *Public Service Superannuation Act*;

or

- (vi) the employee is appointed to a position with an organization listed in Schedules I or IV of the *Financial Administration Act*, the Canadian Food Inspection Agency, or Parks Canada, and who fulfills 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 (EI) or Quebec Parental Insurance Plan (QPIP) maternity benefits, ninety-three per cent (93%) of her weekly rate of pay for each week of the waiting period, less any other monies earned during this period,

and

- (ii) for each week that the employee receives a maternity benefit pursuant to section 22 of the *Employment Insurance Act* or Quebec Parental Insurance Plan (QPIP), the difference between the gross weekly amount of the Employment Insurance maternity benefit she is eligible to receive and ninety-three per cent (93%) of her weekly rate of pay, less any other monies earned during this period which may result in a decrease in Employment Insurance (EI) or Quebec Parental Insurance Plan (QPIP), 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 (EI) or Quebec Parental Insurance Plan (QPIP), maternity 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*, or the Quebec Parental Insurance Plan (QPIP).
- (f) The weekly rate of pay referred to in paragraph (c) shall be:
  - (i) for a full-time employee, the employee's weekly rate of pay on the day immediately preceding the commencement of maternity leave without pay,
  - (ii) for an employee who has been employed on a part-time or on a combined full-time and part-time basis during the six (6) month period preceding the commencement of maternity leave, the rate obtained by multiplying the weekly rate of pay in subparagraph (i) by the fraction obtained by dividing the employee's straight-time earnings by the straight-time earnings the employee would have earned working full-time during such period.
- (g) The weekly rate of pay referred to in paragraph (f) shall be the rate to which the employee is entitled for her substantive level to which she is appointed.
- (h) Notwithstanding paragraph (g), and subject to subparagraph (f)(ii), if on the day immediately preceding the commencement of maternity leave without pay an employee has been on an acting assignment for at least four (4) months, the weekly rate shall be the rate she was being paid on that day.
- (i) Where an employee becomes eligible for a pay increment or pay revision while in receipt of the maternity allowance, the allowance shall be adjusted accordingly.
- (j) Maternity allowance payments made under the SUB Plan will neither reduce nor increase an employee's deferred remuneration or severance pay.

## **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 (EI) or Quebec Parental Insurance Plan (QPIP), maternity 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 the gross amount of her weekly disability benefit under the Disability Insurance (DI) Plan, the Long Term Disability (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 maternity benefits pursuant to section 22 of the *Employment Insurance Act* or Quebec Parental Insurance Plan (QPIP) had she not been disqualified from Employment Insurance (EI) or Quebec Parental Insurance Plan (QPIP) maternity benefits for the reasons described in subparagraph (a)(i).

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## **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 spouse), 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.

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- (c) Notwithstanding paragraphs (a) and (b) above, at the request of an employee and at the discretion of the Employer, the leave referred to in paragraphs (a) and (b) above may be taken in two (2) periods.

- (d) Notwithstanding paragraphs (a) and (b):
- (i) where the employee's child is hospitalized within the period defined in the above paragraphs, and the employee has not yet proceeded on parental leave without pay,
  - or
  - (ii) where the employee has proceeded on parental leave without pay and then returns to work for all or part of the period during which his or her child is hospitalized,
- the period of parental leave without pay specified in the original leave request may be extended by a period equal to that portion of the period of the child's hospitalization during which the employee was not on parental leave. However, the extension shall end not later than one hundred and four (104) weeks after the day on which the child comes into the employee's care.
- (e) An employee who intends to request parental leave without pay shall notify the Employer at least four (4) weeks in advance of the expected date of the leave pursuant to paragraphs (a) and (b) above.
- (f) 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.
- (g) Leave granted under this clause shall count for the calculation of "continuous employment" for the purpose of calculating severance pay and "service" for the purpose of calculating vacation leave. Time spent on such leave shall count for pay increment purposes.

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#### **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* or Quebec Parental Insurance Plan (QPIP), in respect of insurable employment with the Employer,
- and

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(iii) has signed an agreement with the Employer stating that:

- (A) the employee will return to work on the expiry date of his or her parental leave without pay, unless the return to work date is modified by the approval of another form of leave;
- (B) following his or her return to work, as described in section (A), the employee will work for a period equal to the period the employee was in receipt of the parental allowance;
- (C) should he or she fail to return to work in accordance with section (A) or should he or she return to work but fail to work the total period specified in section (B), he or she will be indebted to the Employer for an amount determined as follows:

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

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

- (i) death,
- (ii) lay off,
- (iii) early termination due to lack of work or discontinuance of a function of a specified period of employment that would have been sufficient to meet the obligations specified in section (B),
- (iv) the end of a specified period of employment, if the employee is rehired by the Agency, an organization listed in Schedules I or IV of the *Financial Administration Act*, the Canadian Food Inspection Agency, or Parks Canada, within ninety (90) days following the end of the specified period of employment, and who fulfils the obligations specified in section (B),
- (v) having become disabled as defined in the *Public Service Superannuation Act*;

or

- (vi) the employee is appointed to a position with an organization listed in Schedules I or IV of the *Financial Administration Act*, the Canadian Food Inspection Agency, or Parks Canada, and who fulfills 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 or her weekly rate of pay 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* or Quebec Parental Insurance Plan (QPIP), the difference between the gross weekly amount of the Employment Insurance (EI) or Quebec Parental Insurance Plan (QPIP) parental benefits he is eligible to receive and ninety-three per cent (93%) of his weekly rate of pay less any other monies earned during this period which may result in a decrease in Employment Insurance (EI) or Quebec Parental Insurance Plan (QPIP) benefits to which he or she 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* or Quebec Parental Insurance Plan (QPIP), 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* or Quebec Parental Insurance Plan (QPIP);
  - (iv) where an employee has received the full eighteen (18) weeks of maternity benefit and the full thirty-two (32) weeks of parental benefit under the Quebec Parental Insurance Plan (QPIP) and thereafter remains on parental leave without pay, she is eligible to receive a further parental allowance for a period of two (2) weeks, ninety-three per cent (93%) of her weekly rate of pay for each week, less any other monies earned during this period.
- (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 Employment Insurance (EI) or Quebec Parental Insurance Plan (QPIP) parental benefits.

- (e) The parental allowance to which an employee is entitled is limited to that provided in paragraph (c) and an employee will not be reimbursed for any amount that he or she is required to repay pursuant to the *Employment Insurance Act* or Quebec Parental Insurance Plan (QPIP).
- (f) The weekly rate of pay referred to in paragraph (c) shall be:
  - (i) for a full-time employee, the employee's weekly rate of pay on the day immediately preceding the commencement of maternity or parental leave without pay;
  - (ii) for an employee who has been employed on a part-time or on a combined full time and part-time basis during the six (6) month period preceding the commencement of maternity or parental leave without pay, the rate obtained by multiplying the weekly rate of pay in subparagraph (i) by the fraction obtained by dividing the employee's straight-time earnings by the straight-time earnings the employee would have earned working full time during such period.
- (g) The weekly rate of pay referred to in paragraph (f) shall be the rate to which the employee is entitled for the substantive level to which she or he is appointed.
- (h) Notwithstanding paragraph (g), and subject to subparagraph (f)(ii), if on the day immediately preceding the commencement of parental leave without pay an employee is performing an acting assignment for at least four (4) months, the weekly rate shall be the rate the employee was being paid on that day.
- (i) Where an employee becomes eligible for a pay increment or pay revision while in receipt of parental allowance, the allowance shall be adjusted accordingly.
- (j) Parental allowance payments made under the SUB Plan will neither reduce nor increase an employee's deferred remuneration or severance pay.
- (k) The maximum combined maternity and parental allowances payable under this Collective Agreement shall not exceed fifty-two (52) weeks.

#### **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 (EI) or Quebec Parental Insurance Plan (QPIP) 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 gross amount of his weekly disability benefit under the Disability Insurance (DI) Plan, the Long-term Disability (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*, or Quebec Parental Insurance Plan (QPIP), had the employee not been disqualified from Employment Insurance (EI) or Quebec Parental Insurance Plan (QPIP), 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 foetus or child.
- (b) An employee's request under paragraph (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 paragraph (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.

#### **17.12 Leave Without Pay for Relocation of Spouse**

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.

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#### **17.13 Leave With Pay for Family-Related Responsibilities**

- a) 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.

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- (iv) to provide for the immediate and temporary care of a child where, due to unforeseen circumstances, usual childcare arrangements are unavailable. This also applies to unexpected school closures for children aged 14 and under, or to children over the age of 14 who have special needs;

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- (v) to provide time for the employee to make alternative arrangements in the event of fire or flooding to the employee's residence.

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- (vi) Seven decimal five (7.5) hours out of the forty-five (45) hours stipulated in this clause may be used:
  - (A) to attend school functions, if the supervisor was notified of the functions as far in advance as possible;
  - (B) to attend an appointment with a legal or paralegal representative for non-employment related matters, or with a financial or other professional representative, if the supervisor was notified of the appointment as far in advance as possible.

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- (b) The total leave with pay which may be granted under clause 17.13 shall not exceed forty-five (45) 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.

#### **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 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 Labour Relations Act*, and including recourse for a personnel selection process at the CRA, 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 paragraph 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 who have the combination of age and years of service to qualify for an immediate annuity without penalty under the *Public Service Superannuation Act*.

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### **17.21 Personal Leave**

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- (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, up to fifteen (15) 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 Compassionate Care Leave**

- (a) Both parties recognize the importance of access to leave to provide care or support to a gravely ill family member with a significant risk of death.
- (b) For the purpose of this Article, family is defined as any person who is a member of a class of persons prescribed for the purposes of the definition “family member” in subsection 23.1(1) of the *Employment Insurance Act*.
- (c) Subject to paragraph (b), an employee shall be granted leave without pay for the compassionate care of family in accordance with the following conditions:
  - (i) An employee shall notify the Employer in writing as far in advance as possible of the commencement date of such leave.
  - (ii) An employee shall provide the Employer a copy of a medical certificate as proof that the ill family member needs care or support and is at significant risk of death within twenty six (26) weeks. A certificate from another medical practitioner, such as a nurse practitioner, is acceptable when the gravely ill family member is in a geographic location where treatment by a medical doctor is limited or not accessible, and a medical doctor has authorized the other medical practitioner to treat the ill family member.
  - (iii) A “Medical Certificate for Employment Insurance Compassionate Care Benefits” completed for the purpose of benefit entitlement under the *Employment Insurance Act* will be considered as meeting the requirements of subparagraph (ii).
- (d) Leave granted under this Article for the purpose of providing care or support to that gravely ill family member shall be for a minimum period of one (1) week and a maximum period of eight (8) weeks.

### **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 paragraph 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**

**\*\***

Effective on the date of signing this Collective Agreement, paragraphs 19.01(b) and (d) are no longer in effect in this Collective Agreement; as a result, the accrual of continuous employment for severance pay on resignation and retirement will cease.

**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 (1st) lay-off, for the first (1st) complete year of continuous employment, two (2) weeks' pay, or three (3) weeks' pay for employees with ten (10) or more and less than twenty (20) years of continuous employment, or four (4) weeks' pay for employees with twenty (20) or more years of continuous employment, plus one (1) weeks' pay for each additional complete year of continuous employment and, in the case of a partial year of continuous employment, one (1) weeks' 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 subparagraph 19.01(a)(i).

(b) **Resignation**

On resignation, subject to paragraph 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 three hundred and sixty five (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 three hundred and sixty five (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 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 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 clauses 19.01 and 19.05 be pyramided.

For greater certainty, payments made pursuant to 19.05 to 19.08 or similar provisions in other collective agreements shall be considered as a termination benefit for the administration of this clause.

**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, IV or V Employer**

An employee who resigns to accept an appointment with an organization listed in Schedule I, IV or V of the *Financial Administration Act* shall be paid all severance payments resulting from the application of 19.01(b) (prior to the date of signing this Collective Agreement) or 19.05 to 19.08 (commencing on the date of signing this Collective Agreement).

\*\*

#### **19.05 Severance Termination**

- (a) Subject to 19.02 above, indeterminate employees on the date of signing this Collective Agreement, shall be entitled to a severance payment equal to one (1) weeks' pay for each complete year of continuous employment and, in the case of a partial year of continuous employment, one (1) weeks' pay multiplied by the number of days of continuous employment divided by three hundred and sixty-five (365), to a maximum of thirty (30) weeks.
- (b) Subject to 19.02 above, determinate employees on the date of signing this Collective Agreement shall be entitled to a severance payment equal to one (1) weeks' pay for each complete year of continuous employment, to a maximum of thirty (30) weeks.

\*\*

### **Terms of Payment**

#### **19.06 Options**

The amount to which an employee is entitled shall be paid, at the employee's discretion, either:

- (a) as a single payment at the rate of pay of the employee's substantive position as of the date of signing this Collective Agreement, or
- (b) as a single payment at the time of the employee's termination of employment from the public service, based on the rate of pay of the employee's substantive position at the date of termination of employment from the public service, or
- (c) as a combination of (a) and (b), pursuant to 19.07(c).

\*\*

#### **19.07 Selection of Option**

- (a) The Employer will advise the employee of his or her years of continuous employment no later than three (3) months following the official date of signing of the collective agreement.
- (b) The employee shall advise the Employer of the term of payment option selected within six (6) months from the official date of signing of the collective agreement.

- (c) The employee who opts for the option described in 19.06(c) must specify the number of complete weeks to be paid out pursuant to 19.06(a) and the remainder to be paid out pursuant to 19.06(b).
- (d) An employee who does not make a selection under 19.07(b) will be deemed to have chosen option 19.06(b).

\*\*

### **19.08 Appointment from a Different Bargaining Unit**

This clause applies in a situation where an employee is appointed into a position in the Audit, Financial and Scientific (AFS) bargaining unit from a position outside the AFS bargaining unit where, at the date of appointment, provisions similar to those in 19.01(b) and (d) are still in force, unless the appointment is only on a temporary basis.

- (a) Subject to 19.02 above, on the date an indeterminate employee becomes subject to this Agreement, on or after the date of signing this Collective Agreement, he or she shall be entitled to a severance payment equal to one (1) weeks' pay for each complete year of continuous employment and, in the case of a partial year of continuous employment, one (1) weeks' pay multiplied by the number of days of continuous employment divided by three hundred and sixty-five (365), to a maximum of thirty (30) weeks, based on the employee's rate of pay of his or her substantive position on the day preceding the appointment.
- (b) Subject to 19.02 above, on the date a determinate employee becomes subject to this Agreement, on or after the date of signing of this Collective Agreement, he or she shall be entitled to severance payment payable under 19.06(b), equal to one (1) week's pay for each complete year of continuous employment, to a maximum of thirty (30) weeks, based on the employee's rate of pay of his or her substantive position on the day preceding the appointment.
- (c) An employee entitled to a severance payment under sub-paragraph (a) or (b) shall have the same choice of options outlined in 19.06; however the selection of which option must be made within three (3) months of being appointed to the bargaining unit.

## **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 (1) of either the Canadian Institute of Chartered Accountants (CA), the Society of Management Accountants (CMA), Canadian Chartered Professional Accountant (CPA), or the Certified General Accountants Association (CGA), and to one (1) 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 post-dated basis; late payment charges or penalties; initiation fees; reinstatement fees required to maintain a membership in good standing; or payments of arrears for re-admission to an accounting association.
- (c) In respect of requests for reimbursement of professional fees made pursuant to this Article, 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 are no longer required beyond a specified date because of lack of work or the discontinuance of a function, the Work Force Adjustment appendix to this Collective Agreement will apply. In all other cases the following clauses will apply.

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

- (a) the introduction by the Employer of equipment or material of a substantially different nature than that previously utilized which will result in significant changes in the employment status or working conditions of employees;
- or
- (b) a major change in the Employer’s operation directly related to the introduction of that equipment or material which will result in significant changes in the employment status or working conditions of the employees.

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

**23.04** The Employer agrees to provide as much advance notice as is practicable but, except in cases of emergency, not less than one hundred and twenty (120) days written notice to the Institute of the introduction or implementation of technological change 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 approximate number, class and location of employees likely to be affected by the change.
- (b) The effect the change may be expected to have on working conditions or terms and conditions of employment 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 Labour 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 Professional Institute of the Public Service of Canada 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. The Institute will inform the Employer accordingly.

**26.05** No employee organization, as defined in section 2 of the *Public Service Labour 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 (1) 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**

- (a) This Collective Agreement and any amendments thereto, will be available electronically and if requested, as a printed copy.
- (b) Printed copies of the collective agreement will be provided to the Union and all AFS Stewards.

**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 Labour Relations Board Hearings**

##### **Complaints Made to the Public Service Labour Relations Board Pursuant to Section 190(1) of the *Public Service Labour Relations Act***

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

- (a) to an employee who makes a complaint on his own behalf before the Public Service Labour Relations Board,
- and

- (b) to an employee who acts on behalf of an employee making a complaint, or who acts on behalf of the 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 Labour 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, Public Interest Commission 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, Public Interest Commission, 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, Public Interest Commission, 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 Labour 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 informally resolving problems prior to presenting a formal grievance or using alternative dispute resolution mechanisms to resolve grievances that are presented in accordance with this Article. Accordingly, when an employee:

- (a) within the time limits prescribed in clause 34.11, gives notice that he or she wishes to take advantage of this clause for the purpose of informally resolving a problem without recourse to a formal grievance and facilitating discussions between the employee and their supervisors, it is agreed that the period between the initial discussion and the final response shall not count as elapsed time for the purpose of grievance time limits;
- or,
- (b) following the presentation of a grievance and within the time limits prescribed under this Article, gives notice to the delegated grievance step authority of his or her intention to take advantage of alternative dispute resolution mechanisms, the time limits stipulated in this Article may be extended by mutual agreement between the Employer and the employee and, where appropriate, the Institute representative.
- (c) When an employee wishes to take advantage of a process outlined under 34.01(a) or 34.01(b) above that pertains to the application of a provision of the collective agreement, the employee may, at his or her request, be represented by the Institute at any meeting or mediation session held to deal with the matter.

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

**34.03** 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.

**34.04** Where the provisions of clauses 34.06, 34.23 or 34.37 cannot be complied with and it is necessary to present a grievance by mail, the grievance shall be deemed to have been presented on the day on which it is postmarked and it shall be deemed to have been received by the Employer on the day it is delivered to the appropriate office. Similarly, the Employer shall be deemed to have delivered a reply at any level on the date on which the letter containing the reply is postmarked, but the time limit within which the grievor may present his grievance at the next higher level shall be calculated from the date on which the Employer's reply was delivered to the address shown on the grievance form.

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

### **Individual Grievances**

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

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

### **34.07 Presentation of grievance**

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

- (5) An employee who, in respect of any matter, avails himself or herself of a complaint procedure established by a policy of the Employer may not present an individual grievance in respect of that matter if the policy expressly provides that an employee who avails himself or herself of the complaint procedure is precluded from presenting an individual grievance under this Article.
- (6) An employee may not present an individual grievance relating to any action taken under any instruction, direction or regulation given or made by or on behalf of the Government of Canada in the interest of the safety or security of Canada or any state allied or associated with Canada.
- (7) For the purposes of subsection (6), an order made by the Governor in Council is conclusive proof of the matters stated in the order in relation to the giving or making of an instruction, a direction or a regulation by or on behalf of the Government of Canada in the interest of the safety or security of Canada or any state allied or associated with Canada.

**34.08** There shall be no more than a maximum of four (4) levels in the grievance procedure:

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

Whenever there are four (4) levels in the grievance procedure, the grievor may elect to waive either Level 2 or 3.

#### **34.09 Representatives**

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

**34.10** 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.

**34.11** An employee may present a grievance to the first (1st) level of the procedure in the manner prescribed in clause 34.06, not later than the twenty-fifth (25th) day after the date on which he is notified orally or in writing or on which he first becomes aware of the action or circumstances giving rise to the grievance.



**34.12** An employee may present a grievance at each succeeding level in the grievance procedure beyond the first (1st) level either:

- (a) where the decision or offer for settlement is not satisfactory to the employee, within ten (10) days after that decision or offer for settlement has been conveyed in writing to the employee by the Employer,
- or
- (b) where the Employer has not conveyed a decision to the employee within the time prescribed in clause 34.13, within twenty-five (25) days after he presented the grievance at the previous level.

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

**34.14** Where an employee has been represented by the Institute in the presentation of his grievance, the Employer will provide 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.

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

**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 levels 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 Revenue Agency Act*, the grievance procedure set forth in this Agreement shall apply, except that the grievance may be presented at the final level only.

**34.18** An employee may by written notice to his immediate supervisor or officer-in-charge withdraw 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 his grievance or refrain from exercising his right to present a grievance, as provided in this Collective Agreement.

#### **34.21 Reference to Adjudication**

- (1) An employee may refer to adjudication an individual grievance that has been presented up to and including the final level in the grievance process and that has not been dealt with to the employee's satisfaction if the grievance is related to:

- (a) the interpretation or application in respect of the employee of a provision of a collective agreement or an arbitral award;
  - (b) a disciplinary action resulting in termination, demotion, suspension or financial penalty.
- (2) When an individual grievance has been referred to adjudication and a party to the grievance raises an issue involving the interpretation or application of the *Canadian Human Rights Act*, that party must, in accordance with the regulations, give notice of the issue to the Canadian Human Rights Commission.
- (3) The Canadian Human Rights Commission has standing in adjudication proceedings for the purpose of making submissions regarding an issue referred to in subsection (2).

**34.22** Before referring an individual grievance related to matters referred to in subparagraph 34.21(1)(a), the employee must obtain the approval of the Institute.

### **Group Grievances**

**34.23** The Institute may present a grievance at any prescribed level in the grievance procedure, and shall transmit this grievance to the officer-in-charge who shall forthwith:

- (a) forward the grievance to the representative of the Employer authorized to deal with grievances at the appropriate level,  
  
and
- (b) provide the Institute with a receipt stating the date on which the grievance was received by him.

### **34.24 Presentation of Group Grievance**

- (1) The Institute may present to the Employer a group grievance on behalf of employees in the bargaining unit who feel aggrieved by the interpretation or application, common in respect of those employees, of a provision of a collective agreement or an arbitral award.
- (2) In order to present the grievance, the Institute must first obtain the consent of each of the employees concerned in the form provided for by the regulations. The consent of an employee is valid only in respect of the particular group grievance for which it is obtained.
- (3) The Institute may not present a group grievance in respect of which an administrative procedure for redress is provided under any Act of Parliament, other than the *Canadian Human Rights Act*.
- (4) Despite subsection (3), the Institute may not present a group grievance in respect of the right to equal pay for work of equal value.
- (5) If an employee has, in respect of any matter, availed himself or herself of a complaint procedure established by a policy of the Employer, the Institute may not include that employee as one on whose behalf it presents a group grievance in respect of that matter if the policy expressly provides that an employee who avails himself or herself of the complaint procedure is precluded from participating in a group grievance under this Article.

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

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

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

Whenever there are four (4) levels in the grievance procedure, the grievor may elect to waive either Level 2 or 3.

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

**34.27** 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.

**34.28** The Institute may present a grievance to the first (1st) level of the procedure in the manner prescribed in clause 34.23, no later than the twenty-fifth (25th) day after the earlier of the day on which the aggrieved employees received notification and the day on which they had knowledge of any act, omission or other matter giving rise to the group grievance.

**34.29** The Institute may present a grievance at each succeeding level in the grievance procedure beyond the first (1st) level either:

- (a) where the decision or offer for settlement is not satisfactory to the Institute, within ten (10) days after that decision or offer for settlement has been conveyed in writing to the Institute by the Employer,
- or
- (b) where the Employer has not conveyed a decision to the Institute within the time prescribed in clause 34.30, within twenty-five (25) days after the Institute presented the grievance at the previous level.

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

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

**34.32** The Institute may by written notice to the officer-in-charge withdraw a grievance.

**34.33 Opting Out of a Group Grievance**

- (1) An employee in respect of whom a group grievance has been presented may, at any time before a final decision is made in respect of the grievance, notify the Institute that the employee no longer wishes to be involved in the group grievance.
- (2) The Institute shall provide to the representatives of the Employer authorized to deal with the grievance, a copy of the notice received pursuant to paragraph (1) above.
- (3) After receiving the notice, the Institute may not pursue the grievance in respect of the employee.

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

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

**34.36 Reference to Adjudication**

- (1) The Institute may refer to adjudication any group grievance that has been presented up to and including the final level in the grievance process and that has not been dealt with to its satisfaction.
- (2) When a group grievance has been referred to adjudication and a party to the grievance raises an issue involving the interpretation or application of the *Canadian Human Rights Act*, that party must, in accordance with the regulations, give notice of the issue to the Canadian Human Rights Commission.
- (3) The Canadian Human Rights Commission has standing in adjudication proceedings for the purpose of making submissions regarding an issue referred to in subsection (2).

**Policy Grievances**

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

### **34.38 Presentation of Policy Grievance**

- (1) The Employer and the Institute may present a policy grievance to the other in respect of the interpretation or application of the collective agreement or arbitral award as it relates to either of them or to the bargaining unit generally.
- (2) Neither the Employer nor the Institute may present a policy grievance in respect of which an administrative procedure for redress is provided under any other Act of Parliament, other than the *Canadian Human Rights Act*.
- (3) Despite subsection (2), neither the Employer nor the Institute may present a policy grievance in respect of the right to equal pay for work of equal value.
- (4) The Institute may not present a policy grievance relating to any action taken under any instruction, direction or regulation given or made by or on behalf of the Government of Canada in the interest of the safety or security of Canada or any state allied or associated with Canada.
- (5) For the purposes of subsection (4), an order made by the Governor in Council is conclusive proof of the matters stated in the order in relation to the giving or making of an instruction, a direction or a regulation by or on behalf of the Government of Canada in the interest of the safety or security of Canada or any state allied or associated with Canada.

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

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

**34.41** The Employer and the Institute may present a grievance in the manner prescribed in clause 34.37, no later than the twenty-fifth (25th) day after the earlier of the day on which it received notification and the day on which it had knowledge of any act, omission or other matter giving rise to the policy grievance.

**34.42** The Employer or the Institute shall normally reply to the grievance within sixty (60) days when the grievance is presented.

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

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

### **34.45 Reference to Adjudication**

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

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

## **ARTICLE 35**

### **JOINT CONSULTATION**

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

**35.02** 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.

**35.03** 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.

#### **35.04 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.

**35.05** 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.

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

## **ARTICLE 36**

### **STANDARDS OF DISCIPLINE**

**36.01** 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.

**36.02** 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.

**36.03** 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 two (2) working days' notice of such meeting.

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

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

**36.06** 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.

**36.07** 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 37**

### **LABOUR DISPUTES**

**37.01** 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 38**

### **PART-TIME EMPLOYEES**

#### **38.01 Definition**

"Part-time employee" means a person whose normal scheduled hours of work are less than thirty-seven decimal five (37.5) hours per week, but not less than those prescribed in the *Public Service Labour Relations Act*.

#### **38.02 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 compared with the normal weekly hours of work of full-time employees, unless otherwise specified in this Agreement.

**38.03** 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 decimal five (7.5) hours in any one 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.

**38.04** 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.

**38.05 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.

**38.06 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.

**38.07** 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 (2) time thereafter.

**38.08 Overtime**

- (a) In the case of a part-time employee, "Overtime" means authorized work performed in excess of the seven decimal five (7.5) hours a day or thirty-seven decimal five (37.5) 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 38.03 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.

**38.09** Subject to 38.08, a part-time employee who is required to work overtime shall be paid overtime as specified in Article 9, Overtime, of this Agreement.



**Clause 38.10 does not apply to employees classified as CS.**

**38.10 Call-Back**

When a part-time employee meets the requirements to receive call-back pay in accordance with Article 10, Call-Back, 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.

**38.11 Reporting Pay**

Subject to 38.04, 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.

**38.12 Bereavement Leave**

Notwithstanding clause 38.02, there shall be no prorating of a “day” in clause 17.02 – Bereavement Leave With Pay.

**38.13 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 work week 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 work week 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 work week per month;
- (d) when the entitlement is thirteen decimal seven five (13.75) hours a month, .367 multiplied by the number of hours in the employee’s work week per month;
- (e) when the entitlement is fourteen decimal four (14.4) hours a month, .383 multiplied by the number of hours in the employee’s work week per month;
- (f) 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 work week per month;
- (g) when the entitlement is seventeen decimal five (17.5) hours a month, .466 multiplied by the number of hours in the employee’s work week per month;
- (h) 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 work week per month.

### **38.14 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.

### **38.15 Vacation and Sick Leave Administration**

- (a) For the purposes of administration of clauses 38.13 and 38.14 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.

### **38.16 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.

**38.17** The weekly rate of pay referred to in clause 38.16 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 39**

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

**39.01** 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.

**39.02** 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.

### **39.03**

- (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.

**39.04** 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.

**39.05** 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.

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

## **ARTICLE 40**

### **EMPLOYMENT REFERENCES**

**40.01** 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.

**40.02** Personal references requested by a prospective employer outside the public service will not be provided without the written consent of the employee.

## **ARTICLE 41**

### **SEXUAL HARASSMENT**

**41.01** 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.

#### **41.02**

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

## **ARTICLE 42**

### **NO DISCRIMINATION**

**42.01** There shall be no discrimination, interference, restriction, coercion, harassment, intimidation, or any disciplinary action exercised or practiced with respect to an employee by reason of age, race, creed, colour, national 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.

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

**42.03** 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 43**

### **IMMUNIZATION**

**43.01** 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 44**

### **PAY ADMINISTRATION**

**44.01** Except as provided in clauses 44.01 to 44.08 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.

**44.02** 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.

**44.03** The rates of pay set forth in Appendix “A” shall become effective on the date specified therein.

#### **44.04 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.

#### **44.05 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 44.05 for one dollar (\$1.00) or less.

**44.06** 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.

#### **44.07 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.

#### **44.08 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 or 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 45**

#### **RESTRICTION ON OUTSIDE EMPLOYMENT**

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

## **ARTICLE 46**

### **AGREEMENT RE-OPENER**

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

## **\*\* ARTICLE 47**

### **DURATION**

**\*\***

**47.01** This agreement shall expire on December 21, 2014.

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

**SIGNED AT OTTAWA, this 10th day of the month of July, 2012.**

**THE CANADA REVENUE AGENCY**

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Linda Lizotte-MacPherson

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Cheryl Fraser

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Claude P. Tremblay

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Brenda Abramson

---

Salma Bhaloo

---

Pierre Boutin

---

Kelly Bracken

---

Janet DeKergommeaux

---

Charlene Hall

---

Phred Hughes

---

Cindy Negus

---

Derrick Simm

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Gord VanBuskirk

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

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**THE CANADA REVENUE AGENCY**

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

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

**AC - ACTUARIAL SCIENCE GROUP  
ANNUAL RATES OF PAY**

\$) Effective December 22, 2010

A) Effective December 22, 2011

B) Effective December 22, 2012

C) Effective December 22, 2013

AC-1			(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
From:	\$	49384 51519	53647	56960	59579	62193	64814	67432	70046	72661
To:	A		54586	57957	60622	63282	65949	68613	71272	73933
	B		55405	58827	61532	64232	66939	69643	72342	75042
	C		56514	60004	62763	65517	68278	71036	73789	76543

<b>AC-1</b>		(9)	(10)	(11)	(12)	(13)	(14)	(15)	(16)	(17)
From:	\$	75782	78890	81826	84638	87468	90746	94149	97552	
To:	A	77109	80271	83258	86120	88999	92335	95797	99260	102723
	B	78266	81476	84507	87412	90334	93721	97234	100749	104264
	C	79832	83106	86198	89161	92141	95596	99179	102764	106350

<b>AC-2</b>		(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
From	\$	91978	95078	98172	101268	104367	108132	112040	115944	
To:	A	93588	96742	99891	103041	106194	110025	114001	117974	121947
	B	94992	98194	101390	104587	107787	111676	115712	119744	123777
	C	96892	100158	103418	106679	109943	113910	118027	122139	126253

<b>AC-3</b>		(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
From	\$	103209	106453	109687	112932	116633	120641	124783	129068	133356
To:	A		108316	111607	114909	118675	122753	126967	131327	135690
	B		109941	113282	116633	120456	124595	128872	133297	137726
	C		112140	115548	118966	122866	127087	131450	135963	140481
										142769

## APPENDIX “A”

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### AC PAY NOTES

1. The pay increment period for full-time employees at the AC levels 1 to 4 is fifty-two (52) weeks. The pay increment period for employees working more than half-time but less than full-time is one hundred four (104) weeks. The pay increment period for employees working more than one third time but less than half-time is one hundred fifty-six (156) weeks.
2. (a) The pay increment date for an employee, appointed on or after date of signing of this Collective Agreement, to a position in the AC 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 AC classification prior to the signing date of this Collective Agreement remains unchanged.  
  
(b) The pay increment date for a part-time employee shall be the first (1st) working day following the completion of the weeks specified in this section.
3. (a) An indeterminate employee who is required to act at a higher occupational group and level for a period of six (6) weeks or more, shall receive an increment at the higher group and level after having reached fifty-two (52) weeks of cumulative service at the same occupational group and level at the CRA.  
  
(b) For the purpose of defining when an indeterminate employee will be entitled to go to the next salary increment of the acting position, “cumulative” means all periods of acting experience of six (6) weeks or more, with the CRA at the same occupational group and level.
4. AC-1 Pay Scale: Subject to notes (a) to (e) below, AC-1 employees are paid at the appropriate rate in relation to the number of exams passed and years of experience acquired.
  - (a) The exams referenced in Pay Note 4 are those exams prescribed by the Society of Actuaries (SOA) and the Canadian Institute of Actuaries (CIA). The exams do not have to be completed in sequential order; however, each element within the exam must be completed in order to be credited with an exam. The exams are listed in the table on the next page.
  - (b) Progression through the AC-1 pay scales will continue unhindered (see note 2) until the employee has reached the 5th increment. Advancement beyond the 5th increment is dependent on the employee having obtained three (3) exams. Once an employee has attained the 5th increment and has completed the requisite number of exams, progression through the AC-1 pay sales will continue unhindered (see note 2) until the employee has reached the 10th increment.
  - (c) Advancement beyond the 10th increment is dependent on the employee having obtained seven (7) exams, or becoming an Associate of the Society of Actuaries.
  - (d) If the employee obtains three (3) exams without having reached the 4th increment, the employee will then advance to the 4th increment and will be awarded one additional increment for each exam

- (e) If the employee obtains seven (7) exams without having reached the 9th increment, the employee will advance to the 9th increment and will be awarded one (1) additional increment for each exam over seven (7). Additional increments will be awarded retroactively to the date of the exam. At the discretion of the Employer, a newly hired AC-1 could be awarded additional increments for years of experience acquired.

Table – SOA and CIA Exams

1	<b>Exam P:</b> Probability
2	<b>Exam FM:</b> Financial Mathematics and
	<b>VEE ECON:</b> Validation by Educational Experience of Economics and
	<b>VEE CORPFIN:</b> Corporate Finance
3	<b>Exam MLC:</b> Models for Life Contingencies
4	<b>Exam MFE:</b> Models for Financial Economics
5	<b>Exam C:</b> Construction and Evaluation of Actuarial Models and
	<b>VEE APPSTATS:</b> Applied Statistics
6	<b>FAP MOD 1 to MOD 5:</b> Fundamentals of Actuarial Practice Models 1 to 5 and
	<b>FAP Exam 1:</b> Interim Assessment
7	<b>FAP MOD 6 to MOD 8:</b> Modules 6 to 8 and
	<b>FAP Exam 2:</b> Final Assessment and
	<b>APC:</b> Associateship Professionalism Course
8	<b>FSA Modules</b> (3 Fellowship Modules) and
	<b>FSA MOD DMAC:</b> Module Decision Making and Communication
9	<b>Exam DP:</b> Design & Pricing
10	<b>Exam CSP:</b> Company/Sponsor Perspective

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

**AU - AUDITING  
ANNUAL RATES OF PAY**

\$) Effective December 21, 2011  
A) Restructure - Effective December 22, 2011  
B) Effective December 22, 2011  
C) Restructure - Effective December 22, 2012  
D) Effective December 22, 2012  
E) Restructure - Effective December 22, 2013  
F) Effective December 22, 2013

**AU - Developmental**

From: \$ 44216 to 56929  
To: B 44990 to 57926  
D 45665 to 58795  
F 46579 to 59971

			(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
<b>AU-1</b>										
From:	\$	48216	50400	52583	54749	56929	59106	61288	63468	65650
To:	A									67829
	B			53504	55708	57926	60141	62361	64579	66799
	C									69882
	D			54307	56544	58795	61044	63297	65548	67801
	E									71109
	F			55394	57675	59971	62265	64563	66859	69158

		(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
<b>AU-2</b>									
From:	\$	60538	62682	64837	66992	69150	71305	73460	75613
To:	A								77767
	B		63779	65972	68165	70361	72553	74746	76937
	C								79920
	D		64736	66962	69188	71417	73642	75868	78092
	E								81931
	F		66031	68302	70572	72846	75115	77386	79654

<b>AU-3</b>									
From:	\$	69007	71840	74526	77084	79637	82191	84743	87297
To:	B		73098	75831	78433	81031	83630	86227	88825
	D		74195	76969	79610	82247	84885	87521	90158
	F		75679	78509	81203	83892	86583	89272	91962

<b>AU-4</b>		(1)	(2)	(3)	(4)	(5)	(6)	(7)
From:	\$ 78701	81042	83976	86859	89748	92639	95526	98415
To:	B	82461	85446	88380	91319	94261	97198	100138
	D	83698	86728	89706	92689	95675	98656	101641
	F	85372	88463	91501	94543	97589	100630	103674

<b>AU-5</b>		(1)	(2)	(3)	(4)	(5)	(6)	(7)
From:	\$ 87219	90147	93084	96018	98953	101888	104820	107752
To:	B	91725	94713	97699	100685	103672	106655	109638
	D	93101	96134	99165	102196	105228	108255	111283
	F	94964	98057	101149	104240	107333	110421	113509

<b>AU-6</b>		(1)	(2)	(3)	(4)	(5)	(6)	(7)
From:	\$ 95646	98927	102187	105448	108714	111978	115241	118503
To:	B	100659	103976	107294	110617	113938	117258	120577
	D	102169	105536	108904	112277	115648	119017	122386
	F	104213	107647	111083	114523	117961	121398	124834

## **APPENDIX “A”**

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### **AU PAY NOTES**

1. The pay increment period for full-time and part-time employees at the AU levels 1 to 6 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 AU 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 AU classification prior to the signing date of this Collective Agreement remains unchanged.
3. (a) An indeterminate employee who is required to act at a higher occupational group and level for a period of six (6) weeks or more, shall receive an increment at the higher group and level after having reached fifty-two (52) weeks of cumulative service at the same occupational group and level at the CRA.  
  
(b) For the purpose of defining when an indeterminate employee will be entitled to go to the next salary increment of the acting position, “cumulative” means all periods of acting experience of six (6) weeks or more, with the CRA at the same occupational group and level.
4. For employees in the AU DEV scale of rates, refer to Pay Increment and Pay Adjustment Administration for Developmental Scale of Rates at the end of Appendix A.

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

**CH - CHEMISTRY GROUP  
ANNUAL RATES OF PAY**

\$) Effective December 22, 2010  
A) Effective December 22, 2011  
B) Effective December 22, 2012  
C) Effective December 22, 2013

**CH-1**

From:	\$	32213	to	44817	47745	49888	52030	54175	56318
To:	A	32777	to	45602	48581	50762	52941	55124	57304
	B	33269	to	46287	49310	51524	53736	55951	58164
	C	33935	to	47213	50297	52555	54811	57071	59328

**CH-2**

From:	\$	52578	55162	57748	60333	62932	65507	67956	71534	75112
To:	A	53499	56128	58759	61389	64034	66654	69146	72786	76427
	B	54302	56970	59641	62310	64995	67654	70184	73878	77574
	C	55389	58110	60834	63557	66295	69008	71588	75356	79126

**CH-3**

From:	\$	63161	66271	69377	72489	75591	78700	81809	83560	86667
To:	A	64267	67431	70592	73758	76914	80078	83241	85023	88184
	B	65232	68443	71651	74865	78068	81280	84490	86299	89507
	C	66537	69812	73085	76363	79630	82906	86180	88025	91298

**CH-4**

From:	\$	75911	79386	82597	85802	89008	92216	95422
To:	A	77240	80776	84043	87304	90566	93830	97092
	B	78399	81988	85304	88614	91925	95238	98549
	C	79967	83628	87011	90387	93764	97143	100520

**CH-5**

From:	\$	87755	91526	95303	99077	102849	106625
To:	A	89291	93128	96971	100811	104649	108491
	B	90631	94525	98426	102324	106219	110119
	C	92444	96416	100395	104371	108344	112322



## **APPENDIX “A”**

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### **CH PAY NOTES**

1. The pay increment period for full-time and part-time employees at the CH levels 1 to 5 other than those paid in that part of the CH-1 scale of rates between steps 1 and 2 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 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 the signing date of this Collective Agreement remains unchanged.
3. (a) An indeterminate employee who is required to act at a higher occupational group and level for a period of six (6) weeks or more, shall receive an increment at the higher group and level after having reached fifty-two (52) weeks of cumulative service at the same occupational group and level at the CRA.  
  
(b) For the purpose of defining when an indeterminate employee will be entitled to go to the next salary increment of the acting position, “cumulative” means all periods of acting experience of six (6) weeks or more, with the CRA at the same occupational group and level.
4. For employees in the CH-1 scale of rates between steps 1 and 2, refer to Pay Increment and Pay Adjustment Administration for Developmental Scale of Rates at the end of Appendix A.

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

**CO - COMMERCE  
ANNUAL RATES OF PAY**

\$) Effective December 22, 2010  
A) Effective December 22, 2011  
B) Effective December 22, 2012  
C) Effective December 22, 2013

**CO-DEV**

From:	\$	26245	to	58183
To:	A	26705	to	59202
	B	27106	to	60091
	C	27649	to	61293

**CO-1**

From:	\$	48813	51120	53422	55731	58025	60340	62640	64944	67246	69550
To:	A	49668	52015	54357	56707	59041	61396	63737	66081	68423	70768
	B	50414	52796	55173	57558	59927	62317	64694	67073	69450	71830
	C	51423	53852	56277	58710	61126	63564	65988	68415	70839	73267

**CO-2**

From:	\$	63631	66947	70262	73579	76885	80204	83512	86835	90146	93459	96769
To:	A	64745	68119	71492	74867	78231	81608	84974	88355	91724	95095	98463
	B	65717	69141	72565	75991	79405	82833	86249	89681	93100	96522	99940
	C	67032	70524	74017	77511	80994	84490	87974	91475	94962	98453	101939

**CO-3**

From:	\$	77991	81682	85371	89060	92748	96436	99903	103374	106843
To:	A	79356	83112	86865	90619	94372	98124	101652	105184	108713
	B	80547	84359	88168	91979	95788	99596	103177	106762	110344
	C	82158	86047	89932	93819	97704	101588	105241	108898	112551

**CO-4**

From:	\$	89041	93071	97063	100817	104563	108315	112064	115815
To:	A	90600	94700	98762	102582	106393	110211	114026	117842
	B	91959	96121	100244	104121	107989	111865	115737	119610
	C	93799	98044	102249	106204	110149	114103	118052	122003

## **APPENDIX “A”**

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### **CO PAY NOTES**

1. (a) The pay increment period for full-time employees at the CO levels 1 to 4 is fifty-two (52) weeks.  
  
(b) Except for CO-DEV/PER 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.
2. (a) The pay increment date for a full-time employee, appointed on or after date of signing of this Collective Agreement, 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 the signing date of this Collective Agreement remains unchanged.  
  
(b) The pay increment date for a part-time employee shall be the first (1st) working day following the completion of the weeks specified in this section.
3. (a) An indeterminate employee who is required to act at a higher occupational group and level for a period of six (6) weeks or more, shall receive an increment at the higher group and level after having reached fifty-two (52) weeks of cumulative service at the same occupational group and level at the CRA.  
  
(b) For the purpose of defining when an indeterminate employee will be entitled to go to the next salary increment of the acting position, “cumulative” means all periods of acting experience of six (6) weeks or more, with the CRA at the same occupational group and level.
4. For employees in the CO-DEV/PER scale of rates, refer to Pay Increment and Pay Adjustment Administration for Developmental Scale of Rates at the end of Appendix A.

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

**CS - COMPUTER SYSTEMS  
ANNUAL RATES OF PAY**

\$) Effective December 22, 2010

A) Effective December 22, 2011

B) Effective December 22, 2012

C) Effective December 22, 2013

<b>CS-1</b>		(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
From:	\$	52501	54381	56248	58117	59981	61850	63719	65584
To:	A	53420	55333	57233	59135	61031	62933	64835	66732
	B	54222	56163	58092	60023	61947	63877	65808	67733
	C	55307	57287	59254	61224	63186	65155	67125	69088

<b>CS-2</b>		(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
From:	\$	60897	62914	64929	66944	68961	70975	72991	75005
To:	A		64015	66066	68116	70168	72218	74269	76318
	B		64976	67057	69138	71221	73302	75384	77463
	C		66276	68399	70521	72646	74769	76892	79013

<b>CS-3</b>		(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
From:	\$	71887	74462	77021	79585	82146	84706	87269	89828
To:	A		75766	78369	80978	83584	86189	88797	91400
	B		76903	79545	82193	84838	87482	90129	92771
	C		78442	81136	83837	86535	89232	91932	94627

<b>CS-4</b>		(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
From:	\$	82490	85428	88367	91299	94235	97169	100105	103041
To:	A		86923	89914	92897	95885	98870	101857	104845
	B		88227	91263	94291	97324	100354	103385	106418
	C		89992	93089	96177	99271	102362	105453	108547

<b>CS-5</b>		(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
From:	\$	94844	98507	102161	105814	109472	113126	116781	120439	124091
To:	A		100231	103949	107666	111388	115106	118825	122547	126263
	B		101735	105509	109281	113059	116833	120608	124386	128157
	C		103770	107620	111467	115321	119170	123021	126874	130721

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

**CS - COMPUTER SYSTEMS GROUP  
WEEKLY, DAILY and HOURLY RATES OF PAY  
December 22, 2011**

**CS-1**

Annual	\$	53420	55333	57233	59135	61031	62933	64835	66732
Weekly		1023.84	1060.51	1096.92	1133.38	1169.71	1206.17	1242.62	1278.98
Daily		204.77	212.10	219.38	226.68	233.94	241.23	248.52	255.80
Hourly		27.30	28.28	29.25	30.22	31.19	32.16	33.14	34.11

**CS-2**

Annual	\$	64015	66066	68116	70168	72218	74269	76318	78367
Weekly		1226.91	1266.21	1305.50	1344.83	1384.12	1423.43	1462.70	1501.97
Daily		245.38	253.24	261.10	268.97	276.82	284.69	292.54	300.39
Hourly		32.72	33.77	34.81	35.86	36.91	37.96	39.01	40.05

**CS-3**

Annual	\$	75766	78369	80978	83584	86189	88797	91400	94004
Weekly		1452.12	1502.01	1552.02	1601.96	1651.89	1701.87	1751.76	1801.67
Daily		290.42	300.40	310.40	320.39	330.38	340.37	350.35	360.33
Hourly		38.72	40.05	41.39	42.72	44.05	45.38	46.71	48.04

**CS-4**

Annual	\$	86923	89914	92897	95885	98870	101857	104845	107833
Weekly		1665.96	1723.28	1780.45	1837.72	1894.93	1952.18	2009.45	2066.72
Daily		333.19	344.66	356.09	367.54	378.99	390.44	401.89	413.34
Hourly		44.43	45.95	47.48	49.01	50.53	52.06	53.59	55.11

**CS-5 \$**

Annual		100231	103949	107666	111388	115106	118825	122547	126263	129982
Weekly		1921.02	1992.28	2063.52	2134.85	2206.11	2277.39	2348.72	2419.94	2491.22
Daily		384.20	398.46	412.70	426.97	441.22	455.48	469.74	483.99	498.24
Hourly		51.23	53.13	55.03	56.93	58.83	60.73	62.63	64.53	66.43

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

**CS - COMPUTER SYSTEMS GROUP  
WEEKLY, DAILY and HOURLY RATES OF PAY  
December 22, 2012**

**CS-1**

Annual	\$	54222	56163	58092	60023	61947	63877	65808	67733
Weekly		1039.21	1076.41	1113.39	1150.39	1187.27	1224.26	1261.27	1298.16
Daily		207.84	215.28	222.68	230.08	237.45	244.85	252.25	259.63
Hourly		27.71	28.70	29.69	30.68	31.66	32.65	33.63	34.62

**CS-2**

Annual	\$	64976	67057	69138	71221	73302	75384	77463	79543
Weekly		1245.32	1285.21	1325.09	1365.01	1404.90	1444.80	1484.65	1524.51
Daily		249.06	257.04	265.02	273.00	280.98	288.96	296.93	304.90
Hourly		33.21	34.27	35.34	36.40	37.46	38.53	39.59	40.65

**CS-3**

Annual	\$	76903	79545	82193	84838	87482	90129	92771	95415
Weekly		1473.92	1524.55	1575.30	1626.00	1676.67	1727.40	1778.04	1828.71
Daily		294.78	304.91	315.06	325.20	335.33	345.48	355.61	365.74
Hourly		39.30	40.65	42.01	43.36	44.71	46.06	47.41	48.77

**CS-4**

Annual	\$	88227	91263	94291	97324	100354	103385	106418	109451
Weekly		1690.95	1749.14	1807.17	1865.30	1923.37	1981.47	2039.60	2097.73
Daily		338.19	349.83	361.43	373.06	384.67	396.29	407.92	419.55
Hourly		45.09	46.64	48.19	49.74	51.29	52.84	54.39	55.94

**CS-5**

Annual	\$	101735	105509	109281	113059	116833	120608	124386	128157	131932
Weekly		1949.84	2022.17	2094.47	2166.88	2239.21	2311.56	2383.97	2456.24	2528.60
Daily		389.97	404.43	418.89	433.38	447.84	462.31	476.79	491.25	505.72
Hourly		52.00	53.92	55.85	57.78	59.71	61.64	63.57	65.50	67.43

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

**CS - COMPUTER SYSTEMS GROUP  
WEEKLY, DAILY and HOURLY RATES OF PAY  
December 22, 2013**

**CS-1**

Annual	\$	55307	57287	59254	61224	63186	65155	67125	69088
Weekly		1060.01	1097.96	1135.66	1173.41	1211.02	1248.75	1286.51	1324.13
Daily		212.00	219.59	227.13	234.68	242.20	249.75	257.30	264.83
Hourly		28.27	29.28	30.28	31.29	32.29	33.30	34.31	35.31

**CS-2**

Annual	\$	66276	68399	70521	72646	74769	76892	79013	81134
Weekly		1270.24	1310.93	1351.60	1392.33	1433.02	1473.70	1514.36	1555.01
Daily		254.05	262.19	270.32	278.47	286.60	294.74	302.87	311.00
Hourly		33.87	34.96	36.04	37.13	38.21	39.30	40.38	41.47

**CS-3**

Annual	\$	78442	81136	83837	86535	89232	91932	94627	97324
Weekly		1503.41	1555.04	1606.81	1658.52	1710.21	1761.96	1813.61	1865.30
Daily		300.68	311.01	321.36	331.70	342.04	352.39	362.72	373.06
Hourly		40.09	41.47	42.85	44.23	45.61	46.99	48.36	49.74

**CS-4**

Annual	\$	89992	93089	96177	99271	102362	105453	108547	111641
Weekly		1724.78	1784.13	1843.32	1902.62	1961.86	2021.10	2080.40	2139.70
Daily		344.96	356.83	368.66	380.52	392.37	404.22	416.08	427.94
Hourly		45.99	47.58	49.16	50.74	52.32	53.90	55.48	57.06

**CS-5**

Annual	\$	103770	107620	111467	115321	119170	123021	126874	130721	134571
Weekly		1988.85	2062.63	2136.37	2210.23	2284.00	2357.81	2431.65	2505.39	2579.17
Daily		397.77	412.53	427.27	442.05	456.80	471.56	486.33	501.08	515.83
Hourly		53.04	55.00	56.97	58.94	60.91	62.87	64.84	66.81	68.78

## **APPENDIX “A”**

**\*\***

### **CS PAY NOTES**

1. The pay increment period for full-time and part-time employees at the CS 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 CS 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 CS classification prior to the signing date of this Collective Agreement remains unchanged.
3. (a) An indeterminate employee who is required to act at a higher occupational group and level for a period of six (6) weeks or more, shall receive an increment at the higher group and level after having reached fifty-two (52) weeks of cumulative service at the same occupational group and level at the CRA.  
  
(b) For the purpose of defining when an indeterminate employee will be entitled to go to the next salary increment of the acting position, “cumulative” means all periods of acting experience of six (6) weeks or more, with the CRA at the same occupational group and level.



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

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

\$) Effective December 22, 2010  
A) Effective December 22, 2011  
B) Effective December 22, 2012  
C) Effective December 22, 2013

**EDS-1**

From:	\$	60254	63396	65677	67952	70224	72499
To:	A	61309	64506	66827	69142	71453	73768
	B	62229	65474	67830	70180	72525	74875
	C	63474	66784	69187	71584	73976	76373

**EDS-2**

From:	\$	72195	74456	76706	78956
To:	A	73459	75759	78049	80338
	B	74561	76896	79220	81544
	C	76053	78434	80805	83175

**EDS-3**

From:	\$	77045	79480	81899	84321
To:	A	78394	80871	83333	85797
	B	79570	82085	84583	87084
	C	81162	83727	86275	88826

**EDS-4**

From:	\$	82615	85115	87615	90112
To:	A	84061	86605	89149	91689
	B	85322	87905	90487	93065
	C	87029	89664	92297	94927

**EDS-5**

From:	\$	89049	91786	94491	97197
To:	A	90608	93393	96145	98898
	B	91968	94794	97588	100382
	C	93808	96690	99540	102390

## **APPENDIX “A”**

**\*\***

### **ED-EDS SUB-GROUP PAY NOTES**

1. The pay increment period for full-time and part-time employees at the ED-EDS 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 ED-EDS 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 ED-EDS classification prior to the signing date of this Collective Agreement remains unchanged.
3. (a) An indeterminate employee who is required to act at a higher occupational group and level for a period of six (6) weeks or more, shall receive an increment at the higher group and level after having reached fifty-two (52) weeks of cumulative service at the same occupational group and level at the CRA.  
  
(b) For the purpose of defining when an indeterminate employee will be entitled to go to the next salary increment of the acting position, “cumulative” means all periods of acting experience of six (6) weeks or more, with the CRA at the same occupational group and level.

**\*\* 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 1                      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 TEACHER’S ALLOWANCE

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

\$) Effective December 22, 2010

A) Effective December 22, 2011

B) Effective December 22, 2012

C) Effective December 22, 2013

<b>TEACHING EXPERIENCE</b>	<b>LEVEL 1</b>	<b>A</b>	<b>B</b>	<b>C</b>
1	40361	41068	41685	42519
2	42148	42886	43530	44401
3	43944	44714	45385	46293
4	45745	46546	47245	48190
5	47533	48365	49091	50073
6	49331	50195	50948	51967
7	51126	52021	52802	53859
8	52925	53852	54660	55754
9	54716	55674	56510	57641
10	56516	57506	58369	59537
11	58307	59328	60218	61423
12	60110	61162	62080	63322
13	61913	62997	63942	65221

<b>TEACHING EXPERIENCE</b>	<b>LEVEL 2</b>	<b>A</b>	<b>B</b>	<b>C</b>
1	45627	46426	47123	48066
2	47568	48401	49128	50111
3	49497	50364	51120	52143
4	51434	52335	53121	54184
5	53368	54302	55117	56220
6	55300	56268	57113	58256
7	57237	58239	59113	60296
8	59165	60201	61105	62328
9	61100	62170	63103	64366
10	63034	64138	65101	66404
11	64969	66106	67098	68440
12	66904	68075	69097	70479
13	68834	70039	71090	72512
14	70768	72007	73088	74550

<b>TEACHING EXPERIENCE</b>	<b>LEVEL 3</b>	<b>A</b>	<b>B</b>	<b>C</b>
1	48201	49045	49781	50777
2	50135	51013	51779	52815
3	52064	52976	53771	54847
4	54003	54949	55774	56890
5	55934	56913	57767	58923
6	57869	58882	59766	60962
7	59805	60852	61765	63001
8	61736	62817	63760	65036
9	63672	64787	65759	67075
10	65606	66755	67757	69113
11	67541	68723	69754	71150
12	69474	70690	71751	73187
13	71406	72656	73746	75221
14	73343	74627	75747	77262

<b>TEACHING EXPERIENCE</b>	<b>LEVEL 4</b>	<b>A</b>	<b>B</b>	<b>C</b>
1	51386	52286	53071	54133
2	53425	54360	55176	56280
3	55470	56441	57288	58434
4	57503	58510	59388	60576
5	59543	60586	61495	62725
6	61578	62656	63596	64868
7	63622	64736	65708	67023
8	65661	66811	67814	69171
9	67694	68879	69913	71312
10	69738	70959	72024	73465
11	71780	73037	74133	75616
12	73817	75109	76236	77761
13	75854	77182	78340	79907
14	77891	79255	80444	82053

## **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 1<sup>st</sup> 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):

Education Level 2 (B.A.):

- 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**

\$) Effective December 22, 2010

A) Effective December 22, 2011

B) Effective December 22, 2012

C) Effective December 22, 2013

**EN-ENG-1**

From:	\$	40661	to	50428
To:	A	41373	to	51311
	B	41994	to	52081
	C	42834	to	53123

**EN-ENG-2**

From:	\$	50672	52790	55066	57178	59295	61414
To:	A	51559	53714	56030	58179	60333	62489
	B	52333	54520	56871	59052	61238	63427
	C	53380	55611	58009	60234	62463	64696

**EN-ENG-3**

From:	\$	61217	63794	66446	69094	71735	74384	77032	79679
To:	A	62289	64911	67609	70304	72991	75686	78381	81074
	B	63224	65885	68624	71359	74086	76822	79557	82291
	C	64489	67203	69997	72787	75568	78359	81149	83937

**EN-ENG-4**

From:	\$	71920	74791	77662	80536	83415	86287	89163
To:	A	73179	76100	79022	81946	84875	87798	90724
	B	74277	77242	80208	83176	86149	89115	92085
	C	75763	78787	81813	84840	87872	90898	93927

**EN-ENG-5**

From:	\$	82471	85829	89166	92522	95875	99237	102596
To:	A	83915	87332	90727	94142	97553	100974	104392
	B	85174	88642	92088	95555	99017	102489	105958
	C	86878	90415	93930	97467	100998	104539	108078

**EN-ENG-6**

From:	\$	92339	95902	99461	103028	106591	110155	113719
To:	A	93955	97581	101202	104831	108457	112083	115710
	B	95365	99045	102721	106404	110084	113765	117446
	C	97273	101026	104776	108533	112286	116041	119795



## APPENDIX “A”

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### **EN-ENG PAY NOTES**

1. (a) The pay increment period for full-time employees at the EN-ENG levels 2 to 6 is fifty-two (52) weeks.  
  
(b) Part-time employees at the EN-ENG levels 2 to 6 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.
2. The pay increment date for an employee, appointed on or after date of signing of this Collective Agreement, to a position in the EN 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 EN classification prior to the signing date of this Collective Agreement remains unchanged.
3. (a) An indeterminate employee who is required to act at a higher occupational group and level for a period of six (6) weeks or more, shall receive an increment at the higher group and level after having reached fifty-two (52) weeks of cumulative service at the same occupational group and level at the CRA.  
  
(b) For the purpose of defining when an indeterminate employee will be entitled to go to the next salary increment of the acting position, “cumulative” means all periods of acting experience of six (6) weeks or more, with the CRA at the same occupational group and level.
4. For employees in the EN-ENG-1 scale of rates, refer to Pay Increment and Pay Adjustment Administration for Developmental Scale of Rates at the end of Appendix A.

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

**ES - ECONOMICS, SOCIOLOGY AND STATISTICS  
ANNUAL RATES OF PAY**

\$) Effective December 22, 2010  
A) Effective December 22, 2011  
B) Effective December 22, 2012  
C) Effective December 22, 2013

**ES-1**

From:	\$	44893	46465	48092	49774	52215	54655
To:	A	45679	47279	48934	50646	53129	55612
	B	46365	47989	49669	51406	53926	56447
	C	47293	48949	50663	52435	55005	57576

**ES-2**

From:	\$	50734	51983	53243	55107	57612	60117
To:	A	51622	52893	54175	56072	58621	61170
	B	52397	53687	54988	56914	59501	62088
	C	53445	54761	56088	58053	60692	63330

**ES-3**

From:	\$	59732	61980	64069	66317	69336	72353
To:	A	60778	63065	65191	67478	70550	73620
	B	61690	64011	66169	68491	71609	74725
	C	62924	65292	67493	69861	73042	76220

**ES-4**

From:	\$	71478	74101	76365	78861	82449	86037
To:	A	72729	75398	77702	80242	83892	87543
	B	73820	76529	78868	81446	85151	88857
	C	75297	78060	80446	83075	86855	90635

**ES-5**

From:	\$	81224	83723	86656	89772	93857	97944
To:	A	82646	85189	88173	91344	95500	99659
	B	83886	86467	89496	92715	96933	101154
	C	85564	88197	91286	94570	98872	103178

**ES-6**

From:	\$	91346	94595	97450	100405	104972	109541
To:	A	92945	96251	99156	102163	106810	111458
	B	94340	97695	100644	103696	108413	113130
	C	96227	99649	102657	105770	110582	115393

**ES-7**

From:	\$	99967	102842	105691	108681	113627	118573
To:	A	101717	104642	107541	110583	115616	120649
	B	103243	106212	109155	112242	117351	122459
	C	105308	108337	111339	114487	119699	124909

**ES-8**

From:	\$	105061	to	126894
To:	A	106900	to	129115
	B	108504	to	131052
	C	110675	to	133674

## APPENDIX “A”

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### **ES PAY NOTES**

1. The pay increment period for full-time employees at the ES levels 1 to 8 is fifty-two (52) weeks. Part-time employees 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.
2. The pay increment date for an employee, appointed on or after date of signing of this Collective Agreement, to a position in the ES 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 ES classification prior to the signing date of this Collective Agreement remains unchanged.
3.
  - (a) An indeterminate employee who is required to act at a higher occupational group and level for a period of six (6) weeks or more, shall receive an increment at the higher group and level after having reached fifty-two (52) weeks of cumulative service at the same occupational group and level at the CRA.
  - (b) For the purpose of defining when an indeterminate employee will be entitled to go to the next salary increment of the acting position, “cumulative” means all periods of acting experience of six (6) weeks or more, with the CRA at the same occupational group and level.
4. 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**

\$) Effective December 22, 2010  
A) Effective December 22, 2011  
B) Effective December 22, 2012  
C) Effective December 22, 2013

**FI - DEVELOPMENTAL**

From:	\$	25750	to	49184
To:	A	26201	to	50045
	B	26595	to	50796
	C	27127	to	51812

		(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)
<b>FI-1</b>											
From:	\$	48159	50386	52615	54840	57066	59296	61525	63750	66233	68718
To:	A	49002	51268	53536	55800	58065	60334	62602	64866	67393	69921
	B	49738	52038	54340	56637	58936	61240	63542	65839	68404	70970
	C	50733	53079	55427	57770	60115	62465	64813	67156	69773	72390

<b>FI-2</b>											
From:	\$	58622	61342	64063	66782	69504	72224	74942	77965	80990	
To:	A	59648	62416	65185	67951	70721	73488	76254	79330	82408	
	B	60543	63353	66163	68971	71782	74591	77398	80520	83645	
	C	61754	64621	67487	70351	73218	76083	78946	82131	85318	

<b>FI-3</b>											
From:	\$	71059	74178	77299	80427	83547	86672	90143	93618		
To:	A		75477	78652	81835	85010	88189	91721	95257	98793	
	B		76610	79832	83063	86286	89512	93097	96686	100275	
	C		78143	81429	84725	88012	91303	94959	98620	102281	

<b>FI-4</b>											
From:	\$	79324	82842	86356	89874	93394	96914	100819	104723		
To:	A		84292	87868	91447	95029	98610	102584	106556	110528	
	B		85557	89187	92819	96455	100090	104123	108155	112186	
	C		87269	90971	94676	98385	102092	106206	110319	114430	

## APPENDIX “A”

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### **FI PAY NOTES**

1. (a) The pay increment period for full-time and part-time employees at the FI levels 1 to 4 is fifty-two (52) weeks.  
  
(b) Part-time employees 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.
2. The pay increment date for a full-time employee, appointed on or after date of signing of this Collective Agreement, to a position in the FI 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 FI classification prior to the signing date of this Collective Agreement remains unchanged.
3. (a) An indeterminate employee who is required to act at a higher occupational group and level for a period of six (6) weeks or more, shall receive an increment at the higher group and level after having reached fifty-two (52) weeks of cumulative service at the same occupational group and level at the CRA.  
  
(b) For the purpose of defining when an indeterminate employee will be entitled to go to the next salary increment of the acting position, “cumulative” means all periods of acting experience of six (6) weeks or more, with the CRA at the same occupational group and level.
4. For employees in the FI-Development scale of rates, refer to Pay Increment and Pay Adjustment Administration for Developmental Scale of Rates at the end of Appendix A.

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

**LS - LIBRARY SCIENCE  
ANNUAL RATES OF PAY**

\$) Effective December 22, 2010

A) Effective December 22, 2011

B) Effective December 22, 2012

C) Effective December 22, 2013

**LS-1**

From:	\$	53780	55447	57113	58782	60445	62111	63778	65445	67113
To:	A	54722	56418	58113	59811	61503	63198	64895	66591	68288
	B	55543	57265	58985	60709	62426	64146	65869	67590	69313
	C	56654	58411	60165	61924	63675	65429	67187	68942	70700

**LS-2**

From:	\$	59474	61433	63393	65353	67317	69283
To:	A	60515	62509	64503	66497	68496	70496
	B	61423	63447	65471	67495	69524	71554
	C	62652	64716	66781	68845	70915	72986

**LS-3**

From:	\$	69569	71805	74037	76270	78507	80742
To:	A	70787	73062	75333	77605	79881	82155
	B	71849	74158	76463	78770	81080	83388
	C	73286	75642	77993	80346	82702	85056

**LS-4**

From:	\$	72027	74622	77216	79816	82414	85008	87605
To:	A	73288	75928	78568	81213	83857	86496	89139
	B	74388	77067	79747	82432	85115	87794	90477
	C	75876	78609	81342	84081	86818	89550	92287

**LS-5**

From:	\$	86841	89685	92522	95359	98203	101044	103886
To:	A	88361	91255	94142	97028	99922	102813	105705
	B	89687	92624	95555	98484	101421	104356	107291
	C	91481	94477	97467	100454	103450	106444	109437

## APPENDIX “A”

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### **LS PAY NOTES**

1. The pay increment period for full-time and part-time employees at the LS 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 LS 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 LS classification prior to the signing date of this Collective Agreement remains unchanged.
3. (a) An indeterminate employee who is required to act at a higher occupational group and level for a period of six (6) weeks or more, shall receive an increment at the higher group and level after having reached fifty-two (52) weeks of cumulative service at the same occupational group and level at the CRA.  
  
(b) For the purpose of defining when an indeterminate employee will be entitled to go to the next salary increment of the acting position, “cumulative” means all periods of acting experience of six (6) weeks or more, with the CRA at the same occupational group and level.



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

**MG-AFS - MANAGEMENT  
ANNUAL RATES OF PAY**

\$) Effective December 21, 2011

A) Restructure - Effective December 22, 2011

B) Effective December 22, 2011

C) Effective December 22, 2012

D) Effective December 22, 2013

**MG-AFS-1**

From:	\$	48996	50586	52222	53914	55662	57464	59327	61247	63169
	A	49577	51183	52839	54553	56321	58145	60028	61970	63916
To:	B	50445	52079	53764	55508	57307	59163	61079	63055	65035
	C	51202	52861	54571	56341	58167	60051	61996	64001	66011
	D	52227	53919	55663	57468	59331	61253	63236	65282	67332

**MG-AFS-2**

From:	\$	53582	55318	57108	58960	60869	62842	64877	66979	69081
	A	54216	55973	57784	59658	61590	63586	65644	67771	69898
To:	B	55165	56953	58796	60703	62668	64699	66793	68957	71122
	C	55993	57808	59678	61614	63609	65670	67795	69992	72189
	D	57113	58965	60872	62847	64882	66984	69151	71392	73633

**MG-AFS-3**

From:	\$	57630	59496	61425	63413	65468	67589	69777	72037	74297
	A	58312	60201	62152	64164	66241	68389	70604	72890	75176
To:	B	59333	61255	63240	65287	67401	69586	71840	74166	76492
	C	60223	62174	64189	66267	68413	70630	72918	75279	77640
	D	61428	63418	65473	67593	69782	72043	74377	76785	79193

**MG-AFS-4**

From:	\$	61254	63593	66024	68544	71163	73883	76703	79631	82559
	A	61978	64345	66806	69355	72005	74756	77610	80574	83536
To:	B	63063	65472	67976	70569	73266	76065	78969	81985	84998
	C	64009	66455	68996	71628	74365	77206	80154	83215	86273
	D	65290	67785	70376	73061	75853	78751	81758	84880	87999

**MG-AFS-5**

\$	73482	76288	79202	82228	85368	88627	92012	95526	99041
A	74351	77191	80140	83201	86378	89676	93100	96655	100213
B	75653	78542	81543	84658	87890	91246	94730	98347	101967
C	76788	79721	82767	85928	89209	92615	96151	99823	103497
D	78324	81316	84423	87647	90994	94468	98075	101820	105567

**MG-AFS-6**

\$	80747	83833	87032	90358	93810	97392	101110	104972	108834
A	81703	84824	88063	91428	94919	98545	102307	106214	110122
B	83133	86309	89605	93028	96581	100270	104098	108073	112050
C	84380	87604	90950	94424	98030	101775	105660	109695	113731
D	86068	89357	92769	96313	99991	103811	107774	111889	116006

## APPENDIX “A”

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### **MG-AFS PAY NOTES**

1. The pay increment period for full-time and part-time employees at the MG-AFS levels 1 to 6 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 MG-AFS 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 MG-AFS classification prior to the signing date of this Collective Agreement remains unchanged.
3. (a) An indeterminate employee who is required to act at a higher occupational group and level for a period of six (6) weeks or more, shall receive an increment at the higher group and level after having reached fifty-two (52) weeks of cumulative service at the same occupational group and level at the CRA.  
  
(b) For the purpose of defining when an indeterminate employee will be entitled to go to the next salary increment of the acting position, “cumulative” means all periods of acting experience of six (6) weeks or more, with the CRA at the same occupational group and level.

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

**PC - PHYSICAL SCIENCES  
ANNUAL RATES OF PAY**

\$) Effective December 22, 2010  
A) Effective December 22, 2011  
B) Effective December 22, 2012  
C) Effective December 22, 2013

**PC-1**

From:	\$	31857	to	52283	54497	56750	58999	61254	63509
To:	A	32415	to	53198	55451	57744	60032	62326	64621
	B	32902	to	53996	56283	58611	60933	63261	65591
	C	33561	to	55076	57409	59784	62152	64527	66903

**PC-2**

From:	\$	62227	64695	67151	69619	72079	74540
To:	A	63316	65828	68327	70838	73341	75845
	B	64266	66816	69352	71901	74442	76983
	C	65552	68153	70740	73340	75931	78523

**PC-3**

From:	\$	74978	77823	80684	83525	86375	89223
To:	A	76291	79185	82096	84987	87887	90785
	B	77436	80373	83328	86262	89206	92147
	C	78985	81981	84995	87988	90991	93990

**PC-4**

From:	\$	86871	89908	92949	95989	99028	102067
To:	A	88392	91482	94576	97669	100761	103854
	B	89718	92855	95995	99135	102273	105412
	C	91513	94713	97915	101118	104319	107521

**PC-5**

From:	\$	97687	101227	104600	107975	111347
To:	A	99397	102999	106431	109865	113296
	B	100888	104544	108028	111513	114996
	C	102906	106635	110189	113744	117296

\*\*

## **PC PAY NOTES**

1. The pay increment period for full-time and part-time employees at the PC levels 1 to 5 other than those paid in that part of the PC-1 scale of rates between steps 1 and 2 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 PC 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 PC classification prior to the signing date of this Collective Agreement remains unchanged.
3. (a) An indeterminate employee who is required to act at a higher occupational group and level for a period of six (6) weeks or more, shall receive an increment at the higher group and level after having reached fifty-two (52) weeks of cumulative service at the same occupational group and level at the CRA.  
  
(b) For the purpose of defining when an indeterminate employee will be entitled to go to the next salary increment of the acting position, "cumulative" means all periods of acting experience of six (6) weeks or more, with the CRA at the same occupational group and level.
4. For employees in the PC-1 scale of rates between steps 1 and 2, refer to Pay Increment and Pay Adjustment Administration for Developmental Scale of Rates at the end of Appendix A.

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

**PS - PSYCHOLOGY  
ANNUAL RATES OF PAY**

\$) Effective December 22, 2010

A) Effective December 22, 2011

B) Effective December 22, 2012

C) Effective December 22, 2013

**PS-1**

From:	\$	43192	45162	47140	49109	51086	53060	55035	57016	58994
To:	A	43948	45953	47965	49969	51981	53989	55999	58014	60027
	B	44608	46643	48685	50719	52761	54799	56839	58885	60928
	C	45501	47576	49659	51734	53817	55895	57976	60063	62147

**PS-2**

From:	\$	55771	58239	60707	63179	65646	68119	70587	73056	
To:	A	56747	59259	61770	64285	66795	69312	71823	74335	
	B	57599	60148	62697	65250	67797	70352	72901	75451	
	C	58751	61351	63951	66555	69153	71760	74360	76961	

**PS-3**

From:	\$	65559	68391	71222	74049	76891	79732	82572		
To:	A	66707	69588	72469	75345	78237	81128	84018		
	B	67708	70632	73557	76476	79411	82345	85279		
	C	69063	72045	75029	78006	81000	83992	86985		

**PS-4**

From:	\$	73702	76944	80183	83430	86674	89916	93159		
To:	A	74992	78291	81587	84891	88191	91490	94790		
	B	76117	79466	82811	86165	89514	92863	96212		
	C	77640	81056	84468	87889	91305	94721	98137		

**PS-5**

From:	\$	82585	86273	89965	93646	97159	100581	104004		
To:	A	84031	87783	91540	95285	98860	102342	105825		
	B	85292	89100	92914	96715	100343	103878	107413		
	C	86998	90882	94773	98650	102350	105956	109562		

## **APPENDIX “A”**

**\*\***

### **PS PAY NOTES**

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.
3. (a) An indeterminate employee who is required to act at a higher occupational group and level for a period of six (6) weeks or more, shall receive an increment at the higher group and level after having reached fifty-two (52) weeks of cumulative service at the same occupational group and level at the CRA.  
  
(b) For the purpose of defining when an indeterminate employee will be entitled to go to the next salary increment of the acting position, “cumulative” means all periods of acting experience of six (6) weeks or more, with the CRA at the same occupational group and level.

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

**SE - SCIENTIFIC RESEARCH  
ANNUAL RATES OF PAY**

\$) Effective December 22, 2010  
A) Effective December 22, 2011  
B) Effective December 22, 2012  
C) Effective December 22, 2013

**SUBGROUP: RESEARCH SCIENTIST**

**SE-RES-1**

From:	\$	50638	53304	55967	58636	61299	63959	66627	69293
To:	A	51525	54237	56947	59663	62372	65079	67793	70506
	B	52298	55051	57802	60558	63308	66056	68810	71564
	C	53344	56153	58959	61770	64575	67378	70187	72996

**SE-RES-2**

From:	\$	62882	66795	70709	74628	78542	82451	86370	90285	94191	98099
To:	A	63983	67964	71947	75934	79917	83894	87882	91865	95840	99816
	B	64943	68984	73027	77074	81116	85153	89201	93243	97278	101314
	C	66242	70364	74488	78616	82739	86857	90986	95108	99224	103341

**SE-RES-3**

From:	\$	79466	82602	85739	88874	92012	95149	98285	101422	104558	107699
To:	A	80857	84048	87240	90430	93623	96815	100005	103197	106388	109584
	B	82070	85309	88549	91787	95028	98268	101506	104745	107984	111228
	C	83712	87016	90320	93623	96929	100234	103537	106840	110144	113453

**SE-RES-4**

From:	\$	95168	98650	102133	105616	109095	112576	116059	119542
To:	A	96834	100377	103921	107465	111005	114547	118091	121634
	B	98287	101883	105480	109077	112671	116266	119863	123459
	C	100253	103921	107590	111259	114925	118592	122261	125929

**SE-RES-5**

From:	\$	104203	108017	111831	115643	119458	123271	127084	130898
To:	A	106027	109908	113789	117667	121549	125429	129308	133189
	B	107618	111557	115496	119433	123373	127311	131248	135187
	C	109771	113789	117806	121822	125841	129858	133873	137891



**SUBGROUP: RESEARCH MANAGER****SE-REM-1**

From:	\$	81076	84215	87352	90485	93625	96759	99896	103033	106171	109304
To:	A	82495	85689	88881	92069	95264	98453	101645	104837	108029	111217
	B	83733	86975	90215	93451	96693	99930	103170	106410	109650	112886
	C	85408	88715	92020	95321	98627	101929	105234	108539	111843	115144

**SE-REM-2**

From:	\$	93488	96656	99826	102998	106171	109339	112510	115679	118849	122022
To:	A	95125	98348	101573	104801	108029	111253	114479	117704	120929	124158
	B	96552	99824	103097	106374	109650	112922	116197	119470	122743	126021
	C	98484	101821	105159	108502	111843	115181	118521	121860	125198	128542

## **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 (1<sup>st</sup>) pay increment on the first (1<sup>st</sup>) of April immediately following the employee's date of appointment, provided:
    - (i) the employee's appointment date was on or before the preceding October 1<sup>st</sup>,  
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 (1<sup>st</sup>) 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 1<sup>st</sup>.
  - (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 1<sup>st</sup>.
  - (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 3, 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**

\$) Effective December 22, 2010

A) Effective December 22, 2011

B) Effective December 22, 2012

C) Effective December 22, 2013

**SI-1**

From:	\$	44893	46465	48092	49774	52215	54655
To:	A	45679	47279	48934	50646	53129	55612
	B	46365	47989	49669	51406	53926	56447
	C	47293	48949	50663	52435	55005	57576

**SI-2**

From:	\$	50734	51983	53243	55107	57612	60117
To:	A	51622	52893	54175	56072	58621	61170
	B	52397	53687	54988	56914	59501	62088
	C	53445	54761	56088	58053	60692	63330

**SI-3**

From:	\$	55775	57420	59059	60692	62801	64912
To:	A	56752	58425	60093	61755	63901	66048
	B	57604	59302	60995	62682	64860	67039
	C	58757	60489	62215	63936	66158	68380

**SI-4**

From:	\$	59732	61980	64069	66317	69336	72353
To:	A	60778	63065	65191	67478	70550	73620
	B	61690	64011	66169	68491	71609	74725
	C	62924	65292	67493	69861	73042	76220

**SI-5**

From:	\$	71478	74101	76365	78861	82449	86037
To:	A	72729	75398	77702	80242	83892	87543
	B	73820	76529	78868	81446	85151	88857
	C	75297	78060	80446	83075	86855	90635

**SI-6**

From:	\$	81224	83723	86656	89772	93857	97944
To:	A	82646	85189	88173	91344	95500	99659
	B	83886	86467	89496	92715	96933	101154
	C	85564	88197	91286	94570	98872	103178

**SI-7**

From:	\$	91346	94595	97450	100405	104972	109541
To:	A	92945	96251	99156	102163	106810	111458
	B	94340	97695	100644	103696	108413	113130
	C	96227	99649	102657	105770	110582	115393

**SI-8**

From:	\$	99967	102842	105691	108681	113627	118573
To:	A	101717	104642	107541	110583	115616	120649
	B	103243	106212	109155	112242	117351	122459
	C	105308	108337	111339	114487	119699	124909

## **APPENDIX “A”**

**\*\***

### **SI PAY NOTES**

1. The pay increment period for full-time and part-time employees at the SI levels 1 to 8 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 SI 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 SI classification prior to the signing date of this Collective Agreement remains unchanged.
3. (a) An indeterminate employee who is required to act at a higher occupational group and level for a period of six (6) weeks or more, shall receive an increment at the higher group and level after having reached fifty-two (52) weeks of cumulative service at the same occupational group and level at the CRA.  
  
(b) For the purpose of defining when an indeterminate employee will be entitled to go to the next salary increment of the acting position, “cumulative” means all periods of acting experience of six (6) weeks or more, with the CRA at the same occupational group and level.
4. 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”**

**\*\***

### **DEV PAY NOTES**

#### **PAY INCREMENT AND PAY ADJUSTMENT ADMINISTRATION FOR DEVELOPMENTAL SCALE OF RATES**

1. The DEV scale of rates includes only employees being paid in the following groups and levels:

AU DEV

CH-1 scale of rates between steps 1 and 2

CO-DEV

EN-ENG-1

FI-DEV

PC-1 scale of rates between steps 1 and 2

2. The pay increment period for a full-time employee paid in any of the DEV scale of rates is six (6) months. A part-time employee paid in any of the DEV scale of rates 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. The pay increment date shall be the first day following completion of the weeks specified in this clause.

3. For employees paid in any of the DEV scale of rates, an increase at the end of the 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 such higher amount that the Employer may determine, up to the maximum of the pay range.

4. An employee paid in any of the DEV scale of rates shall have his pay adjusted to a step:

- (a) Effective December 22, 2011, in the “A” scale of rates that is nearest to but not more than one decimal seven five percent (1.75%) higher than his former rate of pay.
- (b) Effective December 22, 2012, in the “B” scale of rates that is nearest to but not more than one decimal five percent (1.5%) higher than his former rate of pay.
- (c) Effective December 22, 2013, in the “C” scale of rates that is nearest to but not more than two decimal zero percent (2.0%) higher than his former rate of pay.

## **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 10th day of the month of July, 2012.

**The Canada Revenue Agency**

**The Professional Institute of  
the Public Service of Canada**

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## **APPENDIX “C”**

### **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 a professional annual membership fee in an accounting organization in accordance with Article 22 of the collective agreement between the CRA and PIPSC-Audit, Financial and Scientific bargaining unit as well as reimburse an employee's payment in one of the following:

- a provincial-territorial law society, or
- the Canadian Institute of Chartered Business Valuators (CBV/EEE) and to one of its provincial-territorial organizations.

#### **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 Legislative Policy and Regulatory Affairs 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 10th day of the month of July, 2012.

**The Canada Revenue Agency**

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**The Professional Institute of  
the Public Service of Canada**

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## **APPENDIX “D”**

### **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 Revenue Agency (CRA) 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 a professional annual membership fee in an accounting organization in accordance with Article 22 of the collective agreement between the CRA and PIPSC-Audit, Financial and Scientific bargaining unit as well as reimburse an employee’s payment in one of the following:

- the “Appraisal Institute of Canada”, or
- the “Ordre professionnel des évaluateurs agréés du Québec”.

#### **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:

Accredited Appraiser Canadian Institute (A.A.C.I.),  
Canadian Residential 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 10th day of the month of July, 2012.

**The Canada Revenue Agency**

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**The Professional Institute of  
the Public Service of Canada**

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## **\*\* APPENDIX “E”**

### **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 paragraph 15.07(d) for employees classified as AU who are converted to the MG group, as well as reimbursement of recognized professional annual membership fees for AFS bargaining unit members converted to the MG group.

#### **Application**

##### **1. 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 annual 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.

##### **2. 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 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.

SIGNED AT OTTAWA, this 10th day of the month of July, 2012.

**The Canada Revenue Agency**

**The Professional Institute of  
the Public Service of Canada**

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## **APPENDIX “F”**

### **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 CRA-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 CRA 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 10th day of the month of July, 2012.

**The Canada Revenue Agency**

**The Professional Institute of  
the Public Service of Canada**

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**\*\* APPENDIX “G”**

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

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## 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 Revenue Agency (CRA) 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 CRA 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 CRA 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 CRA. 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 CRA, the CRA is committed to assist these employees in finding alternative employment in the public service (Schedule I and IV of the *Financial Administration Act*).

### Definitions

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

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

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

**Commissioner** (*Commissaire*) – has the same meaning as in the definition of section 2 of the *Canada Revenue Agency Act (CRA Act)*, and also means his or her official designate as per section 37(1) and (2) of the *Canada Revenue Agency 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 recognized learning institution, books and mandatory equipment costs, up to a maximum of ten thousand dollars (\$10,000).

**Guarantee of a reasonable job offer** (*garantie d'une offre d'emploi raisonnable*) – is a guarantee of an offer of indeterminate employment within the CRA 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 CRA. 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 *Canada Revenue Agency Act* and who still retains a preferred status for reappointment within the CRA 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 CRA for which, in the opinion of the CRA, he or she is qualified. This preferred status is accorded for fifteen (15) months following the lay-off date, or following the termination date, pursuant to subsection 51(1)(g) of the *Canada Revenue Agency 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 one hundred and twenty (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 CRA staffing program to facilitate appointments of individuals entitled to preferred status for appointment within the CRA.

**Preferred Status for Reinstatement** (*statut privilégié de réintégration*) – is a preferred status for appointment accorded under the CRA 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 CRA, 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 CRA 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 *Financial Administration Act* (FAA) Schedule I, IV and V 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 laid-off person from one place of duty to another place of duty, beyond what, according to local custom, is a normal commuting distance.

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

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

**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 CRA Staffing Program an entitlement of preferred status for appointment within the CRA of surplus employees to permit them to be appointed to other positions in the CRA 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 CRA.

## **References**

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

*Canada Revenue Agency Act.*

*Canada Labour Code*, Part 1.

CRA policy on termination of Employment in Alternative Delivery Situations.

CRA Relocation Policy.

CRA Staffing Program Directive on Preferred Status.

CRA Travel Policy.

*Financial Administration Act*

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

*Public Service Labour Relations Act*, sections 79.1 and 81.

*Public Service Superannuation Act*, section 40.1.

## **Enquiries**

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

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

## **PART I**

### **ROLES AND RESPONSIBILITIES**

#### **1.1 CRA**

**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 CRA to ensure that they are treated equitably and, whenever possible, given every reasonable opportunity to continue their careers as CRA employees.

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

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

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

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

Such a communication shall also indicate if the employee:

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

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

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

**1.1.7** Where the Commissioner cannot provide a guarantee of a reasonable job offer, he will provide one hundred and twenty (120) days to consider the three (3) 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 (12)-month surplus preferred status period in which to secure a reasonable job offer.

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

**1.1.9** The CRA 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 CRA shall advise in writing the employee and the Institute indicating the reasons for the decision.

**1.1.11** The CRA 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 (2) years, or is laid-off at his or her own request.

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

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

**1.1.15** The CRA 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 CRA 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 CRA. Such cost shall be consistent with the CRA 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 CRA are deemed to be "other persons traveling on government business."

**1.1.21** For the preferred status period, the CRA 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 CRA policies; all authorized costs of lay-off; and salary protection upon lower level appointment.

**1.1.22** The CRA 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 CRA 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 CRA 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 CRA 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 CRA shall provide surplus employees with a lay-off notice at least one (1) 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 (1) month after the refusal, however not before six (6) months after the surplus declaration date.

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

**1.1.29** The CRA shall inform and counsel affected and surplus employees as early and as completely as possible and shall, in addition, assign a counselor to each opting and surplus employee and laid-off person to work with them throughout the process. Such counseling 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 (Schedules I, IV and V of the *FAA*) to a surplus employee for whom the Commissioner cannot provide a guarantee of a reasonable job offer within the CRA.

**1.1.30** The CRA shall ensure that, when it is required to facilitate appointment, a retraining plan is prepared and agreed to in writing by the CRA 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 CRA 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 CRA shall actively market surplus employees and laid-off persons within the CRA unless the individuals have advised the CRA in writing that they are not available for appointment.

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

**1.1.36** The CRA 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 CRA 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 CRA, unless they have advised the CRA, in writing, that they are not available for appointment;
- (b) seeking information about their entitlements and obligations;
- (c) providing timely information to the CRA to assist them in their appointment activities (including curriculum vitae or resumes);
- (d) ensuring that they can be easily contacted by the CRA 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 one hundred and twenty (120) days after being declared opting.

## **PART II**

### **OFFICIAL NOTIFICATION**

#### **2.1 CRA**

**2.1.1** In any work force adjustment situation, which is likely to involve ten (10) or more indeterminate employees covered by this appendix, the CRA shall notify, under no circumstances less than forty-eight (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 CRA 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 (6) 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 CRA will endeavour to respect employee location preferences, nothing precludes the CRA 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 CRA shall make every reasonable effort to retrain such persons for:

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

**4.1.2** The CRA 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 (2) 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 CRA 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 CRA 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 CRA 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 (1) 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 CRA 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 one hundred and twenty (120) days to consider the three (3) options below before a decision is required of them.

**6.1.3** The opting employee must choose, in writing, one of the three (3) options of section 6.3 of this Appendix within the one hundred and twenty (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 one hundred and twenty (120)-day window.

**6.1.5** If a reasonable job offer which does not require a relocation is made at any time during the one hundred and twenty (120)-day opting period and prior to the written acceptance of the Transition Support Measure (TSM) 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 CRA exchanges positions with a non-affected employee (the alternate) willing to leave the CRA 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 CRA.

**6.2.3** An indeterminate employee wishing to leave the CRA 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 CRA.

**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 (5) 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 (6 %) 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.”

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## **6.3 Options**

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

- (a) Twelve (12)-month surplus preferred status period in which to secure a reasonable job offer is time-limited. Should a reasonable job offer not be made within a period of twelve months, the employee will be laid off in accordance with the *Canada Revenue Agency 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 one hundred and twenty (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 (12)-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 (6) months. The amount of the lump-sum payment for the pay in lieu cannot exceed the maximum of that which he or she would have received had they chosen option (b), the Transition Support Measure.
  - (iii) The CRA will make every reasonable effort to market a surplus employee in the CRA 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

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- (c) Education Allowance is a Transitional Support Measure (see option (b) above) plus an amount of not more than ten thousand dollars (\$ 10,000) 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 CRA 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 (2) years, while attending the learning institution. The TSM shall be paid in one (1) or two (2) lump-sum amounts over a maximum two (2) year period. During this period, employees could continue to be CRA 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 (2) year leave without pay period, unless the employee has found alternate employment in the CRA, the employee will be laid off in accordance with the *Canada Revenue Agency Act*.

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

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

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

**6.3.5** Employees choosing option (c)(ii) who have not provided the CRA with a proof of registration from a learning institution twelve (12) months after starting their leave without pay period will be deemed to have resigned from the CRA, and be considered to be laid-off for purposes of severance pay.

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**6.3.6** All opting employees will be entitled to up to six hundred dollars (\$ 600) 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 CRA 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 (12)-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 (3) 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 CRA.

**6.4.3** An individual who has received a retention payment and, as applicable, is either reappointed to the CRA or is hired by the new employer within the six (6) 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 CRA 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 CRA) 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 CRA to take effect on that closure date, a sum equivalent to six (6) months pay payable upon the day on which the CRA 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 CRA work units:

- a) are being relocated, and
- b) when the Commissioner of the CRA 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 CRA to take effect on the relocation date, a sum equivalent to six (6) months' pay payable upon the day on which the CRA 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 CRA work units are affected by alternative delivery initiatives;

- b) when the Commissioner of the CRA 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 CRA to take effect on the transfer date, a sum equivalent to six (6) months pay payable upon the transfer date, provided the employee has not separated prematurely.

## PART VII

### SPECIAL PROVISIONS REGARDING ALTERNATIVE DELIVERY INITIATIVES

#### Preamble

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

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

The parties recognize:

- the union's need to represent employees during the transition process;
- the Employer's need for greater flexibility in organizing the CRA.

#### 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 CRA to any body that is outside the CRA.

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 *Canada Revenue Agency Act*.

## **7.2 General**

The CRA will, as soon as possible after the decision is made to proceed with an Alternative Service Delivery (ASD) initiative, and if possible, not less than one hundred and eighty (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 Work Force Adjustment (WFA)-Alternative Service Delivery (ASD) committee will be created for ASD initiatives and will have equal representation from the CRA 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 CRA 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 (3) 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 (2) year minimum employment guarantee with the new employer;
- (v) coverage in each of the following core benefits: health benefits, long term disability insurance (LTDI) and dental plan;
- (vi) short-term disability bridging: recognition of the employee's earned but unused sick leave credits up to maximum of the new employer's LTDI waiting period.

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

Type 2 arrangements meet all of the following criteria:

- (i) the average new hourly salary offered by the new employer (= rate of pay + equal pay adjustments + supervisory differential) for the group moving is eighty five per cent (85 %) or greater of the group's current CRA 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 eighty five per cent (85 %) or greater of CRA 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 (2) 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 Type 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 CRA 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 CRA 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 sixty (60) days their intention to accept the employment offer, except in the case of Type 3 arrangements, where the CRA may specify a period shorter than sixty (60) days, but not less than thirty (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 (4) 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 (4) month notice period. Where the employee was, at the satisfaction of the CRA, 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 CRA.

**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 CRA for operational reasons provided that this does not create a break in continuous service between the CRA 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 (3) months pay, payable upon the day on which the CRA work or function is transferred to the new employer. The CRA will also pay these employees an eighteen (18)-month salary top-up allowance equivalent to the difference between the remuneration applicable to their CRA 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 CRA 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 eighty per cent (80 %) of their former CRA hourly or annual remuneration, the CRA will pay an additional six (6) months of salary top-up allowance for a total of twenty four (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 CRA 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 CRA 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 six decimal five per cent (6.5 %) of pensionable payroll (excluding the employer's costs related to the administration of the plan) will receive a sum equivalent to three (3) months pay, payable on the day on which the CRA 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 (6) months pay payable on the day on which the CRA work or function is transferred to the new employer. The CRA will also pay these employees a twelve (12)-month salary top-up allowance equivalent to the difference between the remuneration applicable to their CRA 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 CRA 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 (1) 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 CRA 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 CRA 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 CRA 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 CRA terminates.

## **ANNEX A – STATEMENT OF PENSION PRINCIPLES**

1. The new employer will have in place, or Her Majesty in right of Canada will require the new employer to put in place, reasonable pension arrangements for transferring employees. The test of “reasonableness” will be that the actuarial value (cost) of the new employer pension arrangements will be at least six decimal five per cent (6.5 %) 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

<b>Years of Service (see note below)</b>	<b>Transition Support Measure (TSM) (Payment in weeks' pay)</b>
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 CRA and in any department, Agency or other portions of the public service specified in Schedule I, IV or V of the *Financial Administration Act (FAA)*.



**\*\* APPENDIX H**

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE CANADA REVENUE AGENCY AND  
THE PROFESSIONAL INSTITUTE OF THE PUBLIC SERVICE OF CANADA  
WITH RESPECT TO IMPLEMENTATION OF THE COLLECTIVE  
AGREEMENT**

This memorandum is to give effect to the understanding reached between the Employer and the Professional Institute of the Public Service of Canada in respect of the implementation period of the collective agreement.

The provisions of this Collective Agreement shall be implemented by the parties within a period of one hundred and twenty (120) days from the date of signing.

SIGNED AT OTTAWA, this 10th day of the month of July, 2012.

**The Canada Revenue Agency**

**The Professional Institute of  
the Public Service of Canada**

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**\*\* APPENDIX I**

**Memorandum of Understanding Between the  
Canada Revenue Agency (CRA) and the Professional Institute of the  
Public Service of Canada (PIPSC)  
with Respect to Concerns Identified by PIPSC Pertaining to Auditor Group  
(AU) levels (AU-1 and AU-2) and the Service and Program Group  
(SP-7 and SP-8) Pertaining to Audit Related Work**

This memorandum is to give effect to the understanding reached between the CRA and the PIPSC in negotiation for the renewal of the Audit, Financial and Scientific (AFS) collective agreement.

During this session of negotiations, a number of concerns were brought forth by the PIPSC-AFS bargaining team relating to the nature of audit related work being performed at the Agency. Accordingly, the parties agree to establish and participate in a working committee during the life of this Agreement, to assess the nature of work with respect to the Auditor (AU-1 and AU-2 levels) jobs compared to the Service and Program SP-7 – Examiner, Prepayment Program and the SP-8 Screener/Examiner, Prepayment Program positions.

The committee members will work together to explore and review options to create the foundation of the AU Development Program. The Agency will consult with the Union prior to implementation of the Program in order to address any potential concerns.

The committee members further agree to meet within ninety (90) days of the signing date of this Agreement to establish terms of reference. The committee will submit information and identify issues to support discussions at the next round of negotiations no later than one-hundred and twenty (120) days prior to the expiry of this Collective Agreement. This information will be used to support discussions at the next round of negotiations.

Time spent by the members of the committee shall be considered time worked. All other costs will be the responsibility of each party.

SIGNED AT OTTAWA, this 10th day of the month of July, 2012.

**The Canada Revenue Agency**

**The Professional Institute of  
the Public Service of Canada**

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