

CBB/14/07

File: 2122-905-3

October 29, 2007

**To: ALL EMPLOYEES OF THE CANADIAN REVENUE AGENCY  
REPRESENTED BY THE PUBLIC SERVICE ALLIANCE OF CANADA/  
UNION OF TAXATION EMPLOYEES**

**Re: RATIFICATION OF TENTATIVE AGREEMENT**

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A tentative agreement was reached on October 24, 2007, on behalf of PSAC/UTE members who work for the Canada Revenue Agency. The tentative agreement, if ratified by the membership, will have an expiry date of October 31, 2010 (3 year agreement).

The highlights of improvements to the collective agreement are as follows:

Economic Increases and Monetary Gains

- 2.5% pay increase on November 1, 2007
- 2.5% pay increase on November 1, 2008
- 2.5% pay increase on November 1, 2009

For those who are being converted to the SP standard (all non-MG members):

- Average immediate increase of 1.67% due to conversion
- Maximum to maximum comparison: 2.09% average increase due to conversion
  
- 12.5% increase in shift and weekend premiums
- 17% increase in overtime meal allowance
- Ability to bank service, when in an acting position for periods greater than 8 consecutive weeks, which count towards a salary increment at the acting level
- Additional 2 days vacation at 7 years of service, and an additional day at 27 years
- Addition of grandchild to definition of family for family-related leave
- Addition of grandparent to definition of immediate family for bereavement leave (gives the full 5 day entitlement)
- All hours in excess of 7.5 per day are paid at overtime rates for part-time employees
- All callback paid at overtime rates – 3 hour minimum
- All term employees who report for work, as scheduled, and who are then sent home receive a minimum of 3 hours of pay

- New call-back pay for employees who are called at home in their off-hours
- Ability to cash out earned but unused compensatory leave prior to the end of the year
- Benefits for part-time employees prorated based on hours actually worked rather than scheduled hours

### **Other changes**

- Compensatory leave earned in a fiscal year will not be cashed out until the following September
- Ability to convert management performance leave to vacation leave upon termination of employment
- 15 minute breaks every 4 hours for part-time employees
- Improvements to Workforce Adjustment Appendix
- New article for compassionate care leave where an employee needs to care for a terminally ill family member
- Language on transfer rules for new employees who are coming to work for CRA due to the transfer of work from another employer
- New grievance process for group and policy grievances
- Advance of sick leave credits to new employees
- New maternity and parental leave language to reflect legislative changes in the province of Quebec (QPIP)
- Clarification of threshold for pre-retirement leave
- Removal of same sex marriage leave provision now that there is full equality under the law for all members who wish to get married
- Employer may now request documentation for proof of spousal relocation
- Deletion of alternate provisions

### **Term Employee Policy**

As part of the collective bargaining process, the employer tabled language, outside of the collective agreement, for a policy on term employees which includes a five-year automatic roll-over provision. If this tentative agreement is ratified, the policy will take effect November 1, 2007. It has already received the approval of the Board of Management. A copy of the document has been posted separately for members to examine.

Your bargaining team comprising:

Pamela Abbott  
Chris Aylward  
Shawn Bergeron  
Jean-Pierre Fraser  
Denis Lalancette  
Dave Miller  
Nick Stein  
Gaby Levesque (PSAC Negotiator)  
Seth Sazant (PSAC Research Officer)

unanimously recommends acceptance of the tentative agreement.

In Solidarity,

John Gordon  
National President  
Public Service Alliance of Canada

c.c. National Board of Directors  
Catharine Rogers, Director, CBB  
Susan Jones, Coordinator, Negotiations Section  
Betty Bannon, President, UTE  
Penny Bertrand, Director, ROB  
Denis Boivin, Coordinator, Communications  
Gaby Levesque, Negotiator  
Seth Sazant, Research Officer  
Negotiators/Research Officers  
Representation Section  
Data Bank

## Changes to the Collective Agreement

Other than housekeeping changes (which do not add nor detract from the rights and benefits of the collective agreement), the following are all of the changes that will be implemented if the tentative agreement is ratified by the members.

Bolded items indicate language that is being added, and items which are struck through indicate language that is being removed:

### Article 2: Interpretation and Definitions

“overtime” (heures supplémentaires) means:

- (ii) in the case of a part-time employee,
  - (a) all authorized hours worked in excess of seven and one-half (7 1/2) hours per day;**
  - (b) all authorized hours worked in excess of thirty-seven and one-half (37 1/2) hours at straight time per week,**

but does not include time worked on a holiday

### Article 7: New Business Acquisitions

***Note: This is an entirely new article***

- 7.01 Where the Employer anticipates acquiring new business, which involves the absorption of new employees from another employer into the bargaining unit, the Employer will consult the Union in a timely manner. Such consultations shall be held in the strictest confidence.**
- 7.02 The terms and conditions of employment for these new employees as a result of new business acquisitions shall be as follows:**
  - a) Where this collective agreement refers to a period of service or employment to be worked in order for an employee to access a provision, and/or where the amount of an entitlement set out in a provision is dependent upon a period of service or employment, the period of service or employment with the employee’s former employer shall qualify for the purpose of calculating the period of service or employment.**
  - b) Any agreement entered into with the other employer shall provide for a carry-over of vacation leave and sick leave balances consistent with the provisions of the collective agreement.**

- 7.03 Notwithstanding the provisions of clause 7.02, there shall be no pyramiding of payments covering the same period of time with the former employer. Where an employee receives payment(s) or other form of compensation from their former employer they shall not receive any compensation from the CRA for a similar benefit or entitlement contained in this collective agreement (e.g. severance pay or workforce adjustment payments).**
- a. The rate of pay for the new employees shall be determined as being the nearest to, but not less than, the substantive rate of pay the new employee was earning in their substantive position immediately prior to the effective date of appointment, provided that such a rate is within the salary range of the CRA position.**
  - b. New employees who accept positions at the CRA that have a lower maximum rate of pay than the rate of pay they were earning in their substantive positions with their former employer shall be compensated as follows:**
    - a) The lesser of:**
      - i. their rate of pay established for their substantive position with their former employer that was in effect immediately prior to their date of appointment to the CRA,**  
**or**
      - ii. at a rate of pay that is no higher than 115% of the maximum rate of pay established for the group and level of the CRA position accepted by the employee.**

**In the event that employees will be compensated under clause 7.05 (a), the Employer shall notify the Union in advance.**

- a) An employee who is being compensated under clause 7.05 (a) above shall not receive economic increases to their salary, but shall receive a lump sum payment equal to 100 per cent of the economic increase for the group and level of their substantive position in the CRA.**
  - i. The lump sum payment shall be paid on a pro-rated basis for the period worked and shall not include periods of leave without pay. The lump sum payment shall be paid to the employee as soon as possible one year after the effective date of the economic increase, or as soon as possible**

following the date the employee vacated the position, if applicable.

- ii. The provisions of this clause cease to apply once the rate of pay established for the group and level of the substantive position of the employee at the CRA is equal to or greater than the rate of pay the employee is receiving, or five years from their date of initial appointment to the CRA, whichever occurs first.

**7.06 Any departure from the conditions set out in this Article must be mutually agreed to between the Employer and the Union.**

Article 18: Grievance Procedure

*Note: This article needed to be modified to bring in new procedures for both group and policy grievances. The procedure for individual grievances has not been substantially altered, but much of the article has been reformatted. If you wish to see the article in its entirety, it has been posted separately in order to reduce the size of this document.*

Article 25: Hours of Work

- 25.07 (a) Employees shall be informed by written notice of their scheduled hours of work. Any changes to the scheduled hours shall be by written notice to the employee(s) concerned. The Employer will endeavor to provide seven (7) days notice for changes to the scheduled hours of work.
- (b) **when a term employee is required to report for work on a normal day of work and upon reporting is informed that he or she is no longer required to work their scheduled hours of work, the employee shall be paid a minimum of three hours at their straight time rate of pay, or the actual hours worked, whichever is greater.**

**This provision does not apply if the term employee is notified in advance not to report for work.**

Article 27: Shift Premiums

27.01 Shift Premium

An employee working on shifts will receive a shift premium of ~~two dollars (\$2.00)~~ **two dollars and twenty-five cents (\$2.25)** per hour for all hours worked,

including overtime hours, between 4:00 p.m. and 8:00 a.m. The shift premium will not be paid for hours worked between 8:00 a.m. and 4:00 p.m.

#### 27.02 Weekend Premium

- (a) An employee working on shifts during a weekend will receive an additional premium of ~~two dollars (\$2.00)~~ **two dollars and twenty-five cents (\$2.25)** per hour for all hours worked, including overtime hours, on Saturday and/or Sunday.

#### Article 28: Overtime

#### 28.08 Call-Back Pay

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

- (a) **an employee who is called back to work on a day of rest or after the employee has completed his or her work for the day and has left his or her place of work, and returns to work shall be paid the greater of:**

- (i) **compensation equivalent to three (3) hours' pay at the applicable overtime rate of pay for each call-back to a maximum of eight (8) hours' compensation in an eight (8) hour period; such maximum shall include any reporting pay pursuant to paragraph (b);**

**or**

- (ii) **compensation at the applicable overtime rate for actual overtime worked,**

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

- (b) **the minimum payment referred to in subparagraph (a)(i), does not apply to part-time employees. Part-time employees will receive a minimum payment in accordance with clause 62.05 or 62.06;**

##### Overtime Worked from a Remote Location

- (c) **If an employee receives a call to duty and works a minimum of fifteen (15) minute period at his or her residence or at another place to which the Employer agrees:**
  - (i) **on a designated paid holiday which is not the employee's scheduled day of work,**

or

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

or

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

the employee shall be paid the greater of:

(A) compensation equivalent to one (1) hour's pay at the straight-time rate pay for each call-back to a maximum of eight (8) hours' compensation in an eight (8) hour period;

or

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

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

#### **28.09 Compensation in Cash or Leave With Pay**

- (a) Overtime shall be compensated in cash except where, upon request of an employee and with the approval of the Employer, **or at the request of the employer and the concurrence of the employee**, overtime may be compensated in equivalent leave with pay.
- (b) The Employer shall endeavour to pay cash overtime compensation by the sixth (6th) week after which the employee submits the request for payment.
- (c) The Employer shall grant compensatory leave at times convenient to both the employee and the Employer.
- (d) ~~Compensatory leave with pay not used by the end of a twelve (12)-month period, to be determined by the Employer, will be paid for in cash at the employee's hourly rate of pay as calculated from the classification prescribed in the certificate of appointment of his or her substantive position at the end of the twelve (12)-month period.~~ **earned in the fiscal year and not used by the end of September 30 of the following fiscal year, will be paid for in cash at the employee's hourly rate of pay as**

calculated from the classification prescribed in the certificate of appointment of his or her substantive position on September 30.

- (e) **At the request of the employee and with the approval of the Employer, accumulated compensatory leave may be paid out, in whole or in part, once per fiscal year, at the employee's hourly rate of pay as calculated from the classification prescribed in the certificate of appointment of his or her substantive position at the time of the request.**

#### 28.10 Meals

- (a) An employee who works three (3) or more hours of overtime immediately before or immediately following the employee's scheduled hours of work shall be reimbursed his or her expenses for one meal in the amount of ~~nine dollars (\$9.00)~~ **ten dollars and fifty cents (\$10.50)** except where free meals are provided.
- (b) When an employee works overtime continuously extending four (4) hours or more beyond the period provided in paragraph (a), the employee shall be reimbursed for one additional meal in the amount of ~~nine dollars (\$9.00)~~ **ten dollard and fifty cents** for each additional four (4)-hour period of overtime worked thereafter, except where free meals are provided.

#### Article 32: Travelling Time

##### 32.07

- (a) Upon request of an employee and with the approval of the Employer, compensation at the overtime rate earned under this Article may be granted in compensatory leave with pay.
- (b) ~~Compensatory leave with pay not used by the end of a twelve month (12) period, to be determined by the Employer, will be paid for in cash at the employee's hourly rate of pay as calculated from the classification prescribed in the certificate of appointment of the employee's substantive position at the end of the twelve month (12) period.~~ **earned in the fiscal year and not used by the end of September 30 of the following fiscal year, will be paid for in cash at the employee's hourly rate of pay as calculated from the classification prescribed in the certificate of appointment of his or her substantive position on September 30.**

## Article 34: Vacation Leave With Pay

### Accumulation of vacation leave credits

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

- (a) nine decimal three seven five (9.375 ) hours until the month in which the anniversary of the employee's ~~eight (8th)~~ **seventh (7th)** year 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;**
- (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 two five (15.625) hours commencing with the month in which the employee's eighteenth (18th) anniversary of service occurs;
- (g) ~~sixteen decimal eight seven five (16.875) hours~~ **seventeen decimal five hours (17.5)** 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.

## Article 35: Sick Leave With Pay

**35.02 A new employee who has completed their first six (6) months of continuous employment is entitled to receive an advance of sick leave credits equivalent to the anticipated credits for the current year.**

#### Article 43: Leave With Pay for Family-Related Responsibilities

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

#### Article 45: Marriage Leave With Pay

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

*This clause has been deleted because same sex marriage is now available in all Canadian provinces and territories. Members who choose to marry their same sex partner now enjoy the same benefits under this article as members who choose to marry their partner of the opposite sex.*

#### Article 46: Leave Without Pay for Relocation of Spouse

46.01 At the request of an employee, leave without pay for a period of up to one (1) year shall be granted to an employee whose spouse is permanently relocated and up to five (5) years to an employee whose spouse is temporarily relocated. **The employer may require documentation supporting this request.**

#### Article 47: Bereavement Leave With Pay

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

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

## Article 53: Pre-Retirement Leave

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

## Article 54: Leave With or Without Pay for Other Reasons

### 54.03 Management Performance Leave

(c) At the end of any fiscal year, **or upon termination of employment**, all remaining and unused portion of management performance leave credits will be automatically converted into vacation leave and subject to the provisions of Article 34, Vacation Leave with pay.

## **NEW**

### 54.04 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 clause XX.02, 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 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 paragraph (b)

(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.

#### Article 62: Part-Time Employees

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

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

#### **NEW**

##### **62.15 Rest Breaks**

**The employer will provide one (1) rest period of fifteen minutes in every period of four (4) hours worked except on occasions when operational requirements do not permit.**

#### Article 66: Duration

66.01 This Agreement shall expire on October 31, ~~2007~~ **2010**

\* \* \*

# APPENDICES

## APPENDIX A

Delete the entire appendix, with the exception of the MG pay notes.

### SP CONVERSION

#### Highlights from the ACS-SP conversion

- Average immediate increase of 1.67% due to conversion to the SP standard
- Maximum to maximum comparison: 2.09% average increase due to conversion
- Minimum to minimum comparison: 0.66% average increase due to conversion

#### How to find your new salary

In Appendix B, you will find a list of the old classifications and which SP level each one will become (the few exceptions to this appendix are listed below). When you determine your level – you find your new salary by going to the salary on the Conv line of your SP level that is nearest to but not less than your current salary. After you find that, move to the salary directly below in the 2007 line, and that will be your rate of pay as of November 1, 2007.

For example, if you're a PM-01 at the 3<sup>rd</sup> salary increment, your current salary is \$46,340 (in *italics*).

<b>PM-01</b>	43,514	44,906	<b>46,340</b>	47,821	49,351
<b>SP-04</b>					
<b>Conv</b>	44,615	45,953	<b>47,332</b>	48,752	50,215
<b>2007</b>	45,730	47,102	<b>48,515</b>	49,971	51,470
<b>2008</b>	46,874	48,279	49,728	51,220	52,757
<b>2009</b>	48,045	49,486	50,971	52,501	54,076

When moving to the Conv line, you find the salary nearest to, but not less than your current rate is \$47,332 (in *italics*). Finally, moving to the cell directly below, your salary as of November 1, 2007 is \$48,515 (in *italics*).

#### Salary Protection

A small number of people are salary protected. If your new SP level's maximum is lower than your old maximum, you will continue to be paid at your old level. You will receive all negotiated economic increases on top of your salary. Further, if you're not at the maximum of your scale, you will continue to receive your

yearly salary increments. If you're in this situation, you will be paid as if the conversion did not happen.

**Other pay notes**

**Term Employees**

Term employees who are recalled and who were not on strength at the time of conversion will be paid on recall as if they were on strength during the conversion.

**Acting Positions**

- Conversion will happen based on substantive positions. If you are in an acting position, you will have your substantive converted. Your acting rate will then be recalculated based on the regular acting pay rules.
- If you are in an acting position which is converted to the same SP level as your substantive position, you will be converted at your acting level until the time that your period of acting expires.

**SERVICE AND PROGRAM GROUP (SP)**

**ANNUAL RATES OF PAY**

**(in dollars)**

**From – Conversion to SP, Effective November 1, 2007, prior to applying an economic increase.**

**A – Effective November 1, 2007**

**B – Effective November 1, 2008**

**C – Effective November 1, 2009**

**SP-01**

From:	\$	32003	32803	33623	34464	35326
To:	<b>A</b>	32803	33623	34464	35326	36209
	<b>B</b>	33623	34464	35326	36209	37114
	<b>C</b>	34464	35326	36209	37114	38042

**SP-02**

From:	\$	36695	37612	38552	39516	40504
To:	<b>A</b>	37612	38552	39516	40504	41517
	<b>B</b>	38552	39516	40504	41517	42555
	<b>C</b>	39516	40504	41517	42555	43619

**SP-03**

From:	\$	40681	41698	42740	43809	44904
To:	A	41698	42740	43809	44904	46027
	B	42740	43809	44904	46027	47178
	C	43809	44904	46027	47178	48357

**SP-04**

From:	\$	44615	45953	47332	48752	50215
To:	A	45730	47102	48515	49971	51470
	B	46873	48280	49728	51220	52757
	C	48045	49487	50971	52501	54076

**SP-05**

From:	\$	48290	49739	51231	52768	54351
To:	A	49497	50982	52512	54087	55710
	B	50734	52257	53825	55439	57103
	C	52002	53563	55171	56825	58531

**SP-06**

From:	\$	52250	53817	55432	57095	58808
To:	A	53556	55162	56818	58522	60278
	B	54895	56541	58238	59985	61785
	C	56267	57955	59694	61485	63330

**SP-07**

From:	\$	56535	58231	59978	61777	63630
To:	A	57948	59687	61477	63321	65221
	B	59397	61179	63014	64904	66852
	C	60882	62708	64589	66527	68523

**SP-08**

From:	\$	66442	68435	70488	72603	74781
To:	A	68103	70146	72250	74418	76651
	B	69806	71900	74056	76278	78567
	C	71551	73698	75907	78185	80531

**SP-09**

From:	\$	73750	75963	78242	80589	83007
To:	A	75594	77862	80198	82604	85082
	B	77484	79809	82203	84669	87209
	C	79421	81804	84258	86786	89389

**SP-10**

From:	\$	83223	85720	88292	90941	93669
To:	A	85304	87863	90499	93215	96011
	B	87437	90060	92761	95545	98411
	C	89623	92312	95080	97934	100871

**PAY NOTES**

**PAY INCREMENT FOR FULL AND PART-TIME EMPLOYEES**

1. The pay increment period for employees at levels SP-01 to SP-10 is fifty-two (52) weeks. A pay increment shall be to the next rate in the scale of rates.
2. The pay increment date for an employee appointed to a position in the bargaining unit on promotion, demotion or from outside the Public Service after November 1, 2007 shall be the first (1st) Monday following the pay increment period as calculated from the date of the promotion, demotion or appointment from outside the Public Service.
3. (a) An indeterminate employee who is required to act at a higher occupational group and level for a period of eight (8) 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, level, and pay increment step 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 eight (8) weeks or more, with the CRA at the same occupational group and level.

**PAY ADJUSTMENT**

4. Subject to Article 66, employees will receive an economic increase in salary of 2.5% on November 1, 2007, 2.5% on November 1, 2008, 2.5% on November 1, 2009.
5. Transitional Note. See Appendix "B" Conversion of Previous Occupational Groups and Levels to the SP Occupational Group. This appendix identifies which SP level the former occupational groups and levels were converted to, and the associated rate of pay on conversion.

TERM EMPLOYEES – FULL-TIME AND PART-TIME

6. Entitlement for an increment after 52 weeks of cumulative service with the CRA
  - (a) An employee appointed to a term position within the CRA shall receive an increment after having reached fifty-two (52) weeks of cumulative service with the CRA, at the same occupational group and level.
  - (b) For the purpose of defining when a determinate employee will be entitled to go to the next salary increment, “cumulative” means all service, whether continuous or discontinuous, with the CRA at the same occupational group and level.
  - (c) Transitional Note. Employees who were previously term employees but who were not on strength at the time of the SP conversion will be brought back at the rate of pay that is closest to but not less than the rate of pay at which they left the CRA calculated as if they had been on strength at the time of conversion.
  - (d) Transitional Note. The “cumulative” service accumulated prior to conversion at the same occupational group and level will count towards the increment date in the converted SP group and level.

IMPLEMENTATION OF THE SP OCCUPATIONAL GROUP.

1. The conversion to the SP occupational group of employees shall be implemented within 180 days of the date of signing.

**MG-SPS – MANAGEMENT GROUP**

**ANNUAL RATES OF PAY**

(in dollars)

**A – Effective November 1, 2007**

**B – Effective November 1, 2008**

**C – Effective November 1, 2009**

**MG-SPS-1**

From:	\$	4580	4728	4881	5040	5203	5371	55459	57254	59051
		3	7	8	0	4	8			
To:	A	4694	4846	5003	5166	5333	5506	56845	58685	60527
		8	9	8	0	5	1			
	B	4812	4968	5128	5295	5466	5643	58266	60152	62040
		2	1	9	2	8	8			
	C	4932	5092	5257	5427	5603	5784	59723	61656	63591

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**MG-SPS-2**

From:	\$	5008	5171	5338	5511	5690	5874	60647	62613	64578
		9	2	6	7	1	6			
To:	A	5134	5300	5472	5649	5832	6021	62163	64178	66192
		1	5	1	5	4	5			
	B	5262	5433	5608	5790	5978	6172	63717	65782	67847
		5	0	9	7	2	0			
	C	5394	5568	5749	5935	6127	6326	65310	67427	69543
		1	8	1	5	7	3			

**MG-SPS-3**

From:	\$	5387	5561	5742	5928	6120	6318	65229	67341	69454
		3	9	1	0	0	3			
To:	A	5522	5700	5885	6076	6273	6476	66860	69025	71190
		0	9	7	2	0	3			
	B	5660	5843	6032	6228	6429	6638	68532	70751	72970
		1	4	8	1	8	2			
	C	5801	5989	6183	6383	6590	6804	70245	72520	74794
		6	5	6	8	5	2			

**MG-SPS-4**

From:	\$	5726	5944	6172	6407	6652	6906	71703	74441	77178
		1	8	0	6	4	6			
To:	A	5869	6093	6326	6567	6818	7079	73496	76302	79107
		3	4	3	8	7	3			
	B	6016	6245	6484	6732	6989	7256	75333	78210	81085
		0	7	5	0	2	3			
	C	6166	6401	6646	6900	7163	7437	77216	80165	83112
		4	8	6	3	9	7			

**MG-SPS-5**

From:	\$	6869	7131	7404	7686	7980	8285	86014	89299	92585
		2	6	0	8	3	0			
To:	A	7040	7309	7589	7879	8179	8492	88164	91531	94900
		9	9	1	0	8	1			
	B	7216	7492	7778	8076	8384	8704	90368	93819	97273
		9	6	8	0	3	4			
	C	7397	7679	7973	8277	8593	8922	92627	96164	99705
		3	9	3	9	9	0			

**MG-SPS-6**

From:	\$	7548	7836	8136	8446	8769	9104	94520	98130	10174
		4	8	0	8	5	4			0
To:	A	7737	8032	8339	8658	8988	9332	96883	10058	10428
		1	7	4	0	7	0		3	4
	B	7930	8233	8547	8874	9213	9565	99305	10309	10689
		5	5	9	5	4	3		8	1
	C	8128	8439	8761	9096	9443	9804	10178	10567	10956
		8	3	6	4	7	4	8	5	3

**NEW PAY NOTE**

- (a) An indeterminate employee who is required to act at a higher occupational group and level for a period of eight (8) 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, level, and pay increment step 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 eight (8) weeks or more, with the CRA at the same occupational group and level.

**List of Salary Protected Groups**

<b>Group and Level</b>	<b>Job #</b>	<b>Description</b>	<b>SP Level</b>
DA-CON01	DA0100	Data entry Operator	SP-01
DA-CON02	DA4000	Senior Data Entry Operator	SP-01
AS-4	AS0006	Senior Business Systems Analyst	SP-06
GS-STS-04 (Zone 1 only)	GS0005	Mail and General Services Technician	SP-02

\*\*Members who were in the GS or GL classification and who were in receipt of the supervisory differential may be salary protected. For the purposes of salary protection, the supervisory differential will be considered part of base pay. People will be salary protected at the level which includes their supervisory differential.

## **APPENDIX “B”**

### **CONVERSION OF PREVIOUS OCCUPATIONAL GROUPS AND LEVELS TO THE SP OCCUPATIONAL GROUP**

The employee’s “Official Employee Notification” (OEN) will establish which SP level the employee’s substantive position will be converted to.

The following grid shows where the majority of previous occupational groups and levels will be converted to the SP occupational group and level. Employees will be paid at the closest to, but not less than rate in the “From” line of the SP rates of pay, based on their SP level as established by the employee’s “Official Employee Notification”.

SP-01	SP-02	SP-03	SP-04	SP-05
CR-01	CR-03	CR-04	AS-01	AS-02
CR-02	DA-PRO-02	DA-PRO-03	CR-05	DA-PRO-05
DA-CON-01	GS-STS-03	GL-MAN-06	DA-PRO-04	DD-04
DA-CON-02	GS-STS-04	ST-OCE-03	GT-02	GT-03
GS-PRC-02	ST-OCE-02	ST-SCY-02	PG-01	IS-02
			PM-01	OM-02
			PR-COM-03	PM-02

SP-06	SP-07	SP-08	SP-09	SP-10
AS-03	AS-04	AS-05	AS-06	AS-07
PG-02	GT-04	GT-05	GT-06	IS-06
PM-03	IS-03	IS-04	IS-05	PG-05
	OM-03	OM-04	OM-05	PM-06
	PG-03	PG-04		
	PM-04	PM-05		

Effective November 1, 2007, employees will be compensated under the appropriate salary structure articulated in Appendix A of the PSAC/CCRA collective agreement, expiration date October 31, 2007, until such time as that employee is converted to the new ACS-SP classification standard.

Upon conversion an employee will be entitled to receive retroactive pay including any economic increase to November 1, 2007 for any difference between the former rate and the employee’s new rate under ACS-SP.

## **APPENDIX "C": Workforce Adjustment**

**Education allowance** (*indemnité d’études*) – is one of the options provided to a permanent employee affected by a work force adjustment **situation** for whom the

Commissioner cannot guarantee a reasonable job offer. The Education Allowance is a cash payment, equivalent to the Transitional Support Measure (see Annex B), plus a reimbursement of tuition from a recognised learning institution, book and mandatory equipment costs, up to a maximum of ~~\$8,000~~ **\$10,000**.

**Relocation** (*réinstallation*) – is the authorised geographic move of a surplus employee or laid-off person from one place of duty to another place of duty. ~~beyond what, according to local custom, is a normal commuting distance.~~ **The general rule on minimum distances, as per the CRA Relocation Policy, will apply.**

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

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

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

**6.3.6** All opting employees will be entitled to up to ~~\$400.00~~ **\$600.00** for financial planning advice.

### **Deletion of Alternate Provisions**

The following alternate provisions have been deleted from the collective agreement:

#### Article 2 – definitions

- Alternate provision
- Annual rate of pay
- Daily rate of pay
- Excluded provision
- Hourly rate of pay
- Pay
- Remuneration
- Weekly rate of pay
  
- Clause 2.03 deleted

Article 25 – Hours of work

- Clause 25.14 (c) for the technical services group only
- Clause 25.20 (b) for the GS, GL, and Technical services

Article 28 – Overtime

- Clause 28.06 (a) – for both the PG and PR classifications
- Clause 28.06 (b)
- Clause 28.07 (b) – for the Operational services group and for the PR classification

Article 34 – Vacation leave with pay

- Clause 34.11 (b) – for Operational and Technical services groups
- Clause 34.17 – for the GS classification and the Technical services group

Article 64 – Pay administration

- Article 64.07 (b) – for the Operational services group

Appendix B

- Entire appendix – for the GL and GS classifications

The following articles, which used to apply to only some groups are now universally applied to all members of the bargaining unit:

Article 25 – Hours of work

- Clause 25.06 (b) – ‘normal work day’ is between the hours of 7am and 6pm for all members
- Clause 25.11 – was only for Program and Administrative services
- Clause 25.12 – was only for Program and Administrative services
- Clause 25.20 – was only for Program and Administrative services

Article 28 – Overtime

- Clause 28.08 (d) – alternate provision for the PG classification now applies to all members